

**SEA GRANT FELLOWSHIP AGREEMENT
BETWEEN THE CITY OF FORT BRAGG
AND THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

This Agreement is made by and between the City of Fort Bragg ("Sponsor") located at 416 N Franklin Street, Fort Bragg, CA 95437, and The Regents of the University of California, on behalf of Scripps Institution of Oceanography at the University of California, San Diego campus ("University") located at 9500 Gilman Drive, La Jolla, California 92093-0210.

WHEREAS, it is in the mutual interest of Sponsor and University that the Sponsor host a California Sea Grant State Fellow selected from the fellowship program administered by the University ("Program");

WHEREAS, Sponsor submitted a Host Application to the California State Fellowship Program and Sponsor desires to host said fellow;

NOW, THEREFORE, the parties agree as follows:

Schedule - The Program shall be conducted in accordance with the Sponsors Grant Agreement No. LCP-22-07 with the California Coastal Commission (Exhibit A) attached hereto and incorporated into this Agreement by this reference solely for the purpose of describing the activities of Task 3 to be performed under this Agreement. The Noyo Harbor Blue Economy Visioning, Resiliency and Implementation Plan activities shall be carried out during the Period of Performance, namely 9.15.2023 through 9.15.2025 unless extended or terminated as herein provided.

Program Director ("PD") - The fellowship is to be administered by University under the direction of Dr. Shauna Oh, who will be responsible for the direction of the Program, including all budgeting and revisions to the Budget, in accordance with applicable University policies.

Budget – Sponsor shall support the Program by an award of eighty nine thousand dollars (\$89,000). The award amount shall cover a portion of the costs of the Program. University has the authority to rebudget costs from time to time, at the discretion of the PD, as long as the rebudgeting is consistent with the goals of the Program.

If the Period of Performance is more than one year, the balance of any funds remaining at the end of any Program year can be carried over to subsequent years during the period of the Agreement to support the Program. At the end of the Program, if there is a balance of \$100 or less, University may keep the balance. Any unexpended amounts over \$100 will be returned to Sponsor unless the parties agree otherwise.

This award may be used as matching funds by the California Sea Grant College Program.

Payment - Upon execution of this Agreement, Sponsor will provide payment in the amount of eighty nine thousand dollars (\$89,000). Payment will be made by check. Payment shall be identified by proving the above agreement number and Program Director name and mailed to the address as specified by University.

Fellowship Administration – University will be responsible for making all payments to the fellow hosted by Sponsor, using funds provided by Sponsor for this Program. University will confirm that the fellow has purchased or maintained health insurance per requirements set forth by applicable federal or state law. There are no additional deliverables due to the Sponsor for this Program. Travel and reimbursement for travel costs shall be in accordance with the University’s travel policy in effect as of the date the cost is incurred.

Use of name/Publicity – It is agreed by each party that it will not under any circumstance use the name, logo, or marks of the other party, nor the name of any faculty member, employee, researcher, or student of the other party, in connection with any product, service, promotion, news release, advertisement or other publicity without the prior written permission of the other party and, if an individual's name be concerned, of that individual. The foregoing prohibition shall not include the transmission of such information to UC's Regents, Advisory Boards, legal counsel or any of their other formal boards or committees; any historically public accounting of funding sources; any listing by the PD, student or employee in a CV or resume in job-seeking or in documenting "other sources" of support or research experience while proposing other funding for research.

Indemnification – Each party (the "Indemnifying Party") shall defend, indemnify, and hold the other party, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Indemnifying Party, its officers, employees or agents.

Excusable delays – In the event of a delay caused by inclement weather, fire, flood, pandemic, strike or other labor dispute, act of God, act of governmental officials or agencies, or any other cause beyond the control of University, University shall be excused from performance hereunder for the period of time attributable to such delay, which may extend beyond the time lost due to one or more of the causes mentioned above. In the event of any such delay, this Agreement may be revised by changing the performance period and other provisions, as appropriate, by mutual agreement of the parties.

Notice - Whenever any notice is to be given hereunder, it shall be in writing and sent to the following address:

University: Judy Cheng
(U.S. Mail) Office of Contract and Grant Administration
Scripps Institution of Oceanography, University of California, San Diego
9500 Gilman Drive, MC 0210
La Jolla, California 92093-0210

(via email): judycheng@ucsd.edu

Sponsor: Sarah McCormick, Special Projects Manager
City of Fort Bragg
416 N Franklin Street
Fort Bragg, CA 95437
smccormick@fortbragg.com

Early termination - The parties may mutually agree to terminate this Agreement for any reason.

General Provisions.

Independent Contractors. University and Sponsor are independent contractors and neither is an agent, joint venturer, or partner of the other.

Assignment. Neither party may assign this Agreement without the prior written consent of the other party.

Prevailing Terms. In the event of any inconsistency between the terms of this Agreement and the documents referenced or incorporated into this Agreement, the terms of this Agreement prevail.

Entire Agreement. This Agreement represents the entire agreement and understanding between the parties with respect to its subject matter. It supersedes all prior or contemporaneous discussions, representations, or agreements, whether written or oral, of the parties regarding this subject matter.

Governing Law. This Agreement is governed by the laws of the State of California, without regard to its conflict of laws doctrine. Any legal action involving this Agreement or the Project will be adjudicated in the State of California.

Electronic Copies, Signatures, and Amendments or Changes. The parties agree that a copy of the original signature (including an electronic copy) may be used for any and all purposes for which the original signature may have been used. For purposes of this Agreement and any subsequent modifications, "original signature" shall include an ink or electronic signature. Amendments or changes to this Agreement must be in writing and signed by the parties' authorized representatives.

Counterparts. This Agreement and any amendment to it may be executed in counterparts and all of these counterparts together shall be deemed to constitute one and the same agreement.

The following authorized party representatives have executed this Agreement, including all its terms and conditions.

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

CITY OF FORT BRAGG

By: _____
(signature)

By: _____
(signature)

Name: Elizabeth Meier
Title: Contract and Grant Officer
Scripps Institution of Oceanography, UCSD

Date: _____

Name: Bernie Norvell
Title: Mayor
City of Fort Bragg

Date: _____

EXHIBIT A
LCP-22-07 Grant Agreement