



SACRAMENTO - SAN JOAQUIN

DELTA CONSERVANCY

A California State Agency

ECOSYSTEM RESTORATION AND WATER QUALITY GRANT PROGRAM**GRANT AGREEMENT NUMBER: P01-1605, Amendment 2**

1.	This Grant Agreement is entered into between the State agency (Grantor) and the Grantee named:	
	Grantor:	Sacramento-San Joaquin Delta Conservancy
	Grantee:	Solano Resource Conservation District
2.	The performance term of this Grant Agreement: <i>(Shall not become effective until both Grantee and Grantor provide original signatures and fully executed Grant Agreement is received by the Grantor).</i>	
	Effective Start Date:	September 1, 2017
	Funding End Date:	October 31, 2021 <i>(This is the end of the billing period and must be three years or less from the effective start date.)</i>
	Grant End Date:	August 30, 2032 <i>(Grant end date is 15 years after the effective start date.)</i>
3.	The maximum amount of this Agreement is:	
	Amount not to Exceed:	\$444,464.00
		Four hundred forty-four thousand, four hundred sixty-four dollars and zero cents
4.	<p>Pursuant to CALIFORNIA WATER CODE 79738, Grantor is authorized to enter into a Grant Agreement ("Agreement") and to make an award to the Grantee for the purposes set forth herein. Grantor and Grantee ("the parties") accept the grant on the terms and conditions of following exhibits, which are by this reference made part of the Agreement. Accordingly, the parties hereby agree as follows:</p> <p>I. Purpose of Amendment – The purpose of this Amendment is to extend the term of the agreement and amend the project budget to allow the Grantee to continue maintaining (in the form of irrigation, weed control, and site control) the planted sites through an additional two (2) irrigation seasons, and one (1) final planting season where the Grantee will increase the number of shrubs and forbs growing on-site after final survival counts. This Amendment will increase the likelihood of successful plant establishment.</p> <p>II. This Amendment will amend Exhibit A and Exhibit B to allow the continued maintenance, and to make other minor, non-substantive changes to update the Grant Agreement.</p> <p>III. This Amendment will also replace Exhibit B, Attachment I in its entirety to update the budget format to current Delta Conservancy standards, including removing the budget breakdown by task; and to reallocate costs to reflect the change in funding term. The total grant amount will remain the same.</p> <p>a. Add \$44,000.00 to <i>Personnel Services</i></p> <p>b. Add \$3,750 to <i>Travel</i></p> <p>c. Deduct \$48,000 from <i>Field Supplies</i></p> <p>d. Add \$250 to <i>Fuel</i></p> <p>e. Deduct \$342 from <i>Subcontractor 3: LM Surveyors</i></p> <p>f. Add \$342 to <i>Subcontractor 4: Equipment Rental Company (TBD)</i></p> <p>g. Add \$8,017 to <i>Indirect Cost A. Personnel Services</i></p> <p>h. Deduct \$8,017 from <i>Indirect Cost B. Operating Expenses (General)</i></p> <p>IV. This Amendment will also remove Exhibit B, Attachment 2 in its entirety to align with current Delta Conservancy standards.</p> <p>V. This Amendment will also replace Exhibit F and Exhibit I in their entirety to align with current Delta Conservancy standards.</p> <p>VI. Certain changes made in this Amendment are shown as: Text additions are displayed in <u>bold and underline</u>. Text deletions are displayed as strike through text (i.e., strike).</p>	

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.**GRANTEE****GRANTEE'S NAME:** *(if other than an individual, state whether a corporation, partnership, etc.)*

Solano Resource Conservation District

BY: *(Authorized Signature)*
DATE SIGNED:

4/15/2020

PRINTED NAME AND TITLE OF PERSON SIGNING:

Chris Rose, Executive Director

ADDRESS:

1170 North Lincoln Street, Suite 110, Dixon, CA 95620

GRANTOR (STATE OF CALIFORNIA)**AGENCY NAME:**

Sacramento-San Joaquin Delta Conservancy

BY: *(Authorized Signature)*
DATE SIGNED:

4/15/2020

PRINTED NAME AND TITLE OF PERSON SIGNING:

Campbell Ingram, Executive Director

ADDRESS:

1450 Halyard Drive, Suite 6, West Sacramento, CA 95691

EXHIBIT A **SCOPE OF WORK**

Peterson Ranch: Working Waterway Habitat Enhancement Project

I. BACKGROUND

The Ecosystem Restoration and Water Quality Grant Program was developed in response to the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1). Proposition 1 amended the California Water Code (CWC) to add, among other articles, ~~s~~Section 79738, authorizing the Legislature to appropriate funds to the Sacramento-San Joaquin Delta Conservancy (Conservancy / Grantor) to fund multi-benefit ecosystem and watershed protection and restoration projects that benefit the Delta.

II. AUTHORITY

To further the goals of Proposition 1, Grantor is entering into this Grant Agreement (Agreement) with the Solano Resource Conservation District (Grantee) to provide funding for the completion of the activities set forth in this Agreement. Grantee is a California Public Agency, validly existing, and in good standing under the laws of California. Grantee has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.

Although the Grantee as authorized by the Agreement may utilize other entities to complete certain tasks identified within this Scope of Work (Exhibit A), Grantee is ultimately responsible for the completion of all activities set forth herein. Grantee's use of the ~~g~~Grant funds is limited to those expenditures necessary to implement the ~~p~~Project and that are eligible under applicable State of California law. Furthermore, Grantee's expenditure of ~~g~~Grant funds must be in accordance with Budget Detail and Payment Provisions (Exhibit B) and Budget Summary (Exhibit B, Attachment 1), and including all other Exhibits set forth or incorporated by reference within this Agreement. Grantee may not transfer ~~g~~Grant funds between or among ~~b~~Budget line items without written approval from the Grantor.

III. TERM OF AGREEMENT

This Agreement shall run from its effective date through August 30, 2032 ("term of agreement") unless otherwise terminated or amended as provided in this agreement. However, all work for which reimbursement of approved expenditures is requested shall end by ~~October 31, 2021~~June 30, 2020 ("~~Funding E~~nd Date").

IV. PROJECT STATEMENT

Overview:

This working waterways habitat enhancement project will pair cattle management practices with ecosystem restoration practices to create 13.5 acres of riparian habitat on actively farmed and grazed ground in the northern part of the Peterson Ranch along Lindsey Slough. It will address both the need for native vegetation (with the habitat and ecosystem benefits ~~it~~if provides) and for improved water quality in the Cache Slough Complex. The project will build upon a successful history of riparian restoration and cattle exclusion activities at the ranch, and is moving forward with the full support of the Landowner and neighboring property owners. The Landowner (Hearn Livestock) will provide cost share and is already committed to the management of the site by a contract with the U.S. Department of Agriculture – Natural Resources Conservation Service (USDA-NRCS). USDA-NRCS will also provide cost share for all components of this project. In addition, the Grantee will partner with the Student and Landowner Education and Watershed Stewardship (SLEWS) Program, which will contribute cost share as well.

The project will install nearly 6.5 miles of fencing structures and provide off-stream water sources for livestock. This will ensure that cattle no longer have direct access to surface waterways that discharge into sensitive Delta habitats and will create riparian corridors. The riparian corridors will be planted with a diverse mix of native trees, shrubs, grasses, sedges, and forbs to create 13.5 acres of wildlife habitat that will also serve as filter strips for irrigation and storm water runoff. It is anticipated that the removal of cattle and creation of riparian filter strips will provide significant ecosystem benefits to this area of the Delta including increased habitat for terrestrial species, reduced erosion, improved water quality, enhanced ecological condition of ranch waterways, and increased carbon sequestration.

1. Objectives(s): Specific objectives of this project are:
 - a. Objective 1: Create 13.5 acres of diverse, native riparian habitat along ranch waterways that will provide ecosystem benefits in the Cache Slough Complex and the larger Delta.
 - b. Objective 2: Improve the ecological condition and water quality of waterways on the Peterson Ranch.
2. Project Description:
 - a. Location: The project is located in Solano County just north of the ~~c~~City of Rio Vista at the north end of Liberty Island Road. The property is the Peterson Ranch and the agricultural operator of the property is Hearn Livestock.

See Project Map (Exhibit A, Attachment 1).
3. Equipment:
Equipment will be rented for this project's use only, and equipment rental agreement(s) will be provided to Grantor upon any reimbursement requests submitted. The Grantor is not responsible for loss or damage to the rented equipment arising from causes beyond the control of the Grantor, even if such loss or damage occurs in the ordinary fulfillment of the terms of this Agreement.

Grantee must return the equipment in good condition on or before the ~~F~~funding ~~E~~nd ~~D~~ate of this Agreement, subject to reasonable wear and tear. It is the obligation of the Grantee, as lessor, to keep the equipment in good working order and to make all necessary repairs and adjustments without qualification at its own expense, with a clear right of the Grantor to terminate or cease paying rent should the Grantee fail to maintain the equipment properly.

The Grantor will not:

- a. Indemnify Grantee;
- b. Assume responsibility for matters beyond its control;
- c. Make payments in advance;
- d. Accept any other provision creating a contingent liability against the Grantor; or
- e. Agree to obtain insurance to protect the Grantee.

Rental equipment will include: augur and hauling trailer, dump truck/trailer, compact excavator and hauling trailer, large excavator and hauling trailer, tip trailer, 50Hp tractor and implement, 140Hp D6 Tractor and implement, and bobcat tractor/implement and hauling trailer that will be used in ground preparation activities using Grantor funds.

V. PROJECT IMPLEMENTATION

Grantee will complete the tasks listed below and as stated in Grantee's proposal approved in the Fiscal Year 2016-17 Proposition 1 Grant Program solicitation process.

Task 1) Grant Management, Administration and Reporting

Task 1a – Delta Plan Consistency. See section V. ~~68~~ below.

This project is not a covered action pursuant to the Delta Plan.

Task 1b – Quarterly Invoices. The Grantee shall refer to Budget Detail and Payment Provisions (Exhibit B) to prepare and submit Quarterly Invoices to the ~~Grantor~~Grantee.

Task 1c – Quarterly Progress Reports. The Grantee shall refer to Section VII. Reports and Reports (Exhibit H) to prepare and submit Quarterly Progress Reports to the Grantor. ~~A "Sample Quarterly Progress Report Form" is provided.~~

Task 1d – EcoAtlas Data Upload. The Grantee shall create a new project record in EcoAtlas and upload any relevant project data (e.g., project map) to EcoAtlas prior to submitting the first Quarterly Report.

Task 1e – Annual Progress Reports. The Grantee shall refer to Section VII. Reports and Reports (Exhibit H) to prepare and submit Annual Progress Reports to the Grantor. ~~A "Sample Annual Progress Report Form" is provided.~~

Task 1f and Task 1g – Draft Final Report and Final Report. The Grantee shall refer to Section VII. Reports and Reports (Exhibit H) to prepare and submit Draft and Final Reports to the Grantor.

Task 2) Restoration Planning and Design

Task 1a – Land Tenure and Long-Term Management and Maintenance. See Section V.4 below. Before funding is disbursed, Grantee must provide the Grantor with land tenure documentation for the useful life of the project. The Grantee does not own the land on which the project is being implemented and must provide a Landowner Access Agreement signed by the Landowner and Grantee, approved as to form by the Grantor, and recorded at the County Recorder's Office in which the project is located.

The Grantee is required to ensure that the project is maintained in conformance with the terms of this Grant Agreement for at least 15 years as required by the State General Obligation Bond Law, and in accordance with the Long-Term Management and Maintenance plan described below in Section ~~V.47~~.

Task 2b – Execute Survey for Legal Description of Project. The Grantee will acquire the necessary site access agreements. The Grantee shall complete the survey and legal description, and will include documentation of all access agreements and survey results as part of the following Quarterly Report.

Task 2c – Record Access Agreement. The Grantee will record the signed access agreement with the ~~C~~ounty ~~C~~lerk's ~~O~~ffice and will include documentation of filing as part of the following Quarterly Report submitted to the Grantor ~~P~~roject Manager.

Task 2d – Order Materials/Supplies/Final Planting Design for the 2017-18 Install Area. The Grantee will purchase all materials and supplies needed for the restoration activities scheduled to be conducted during the 2017-18 planting season. The Grantee will also finalize the planting design for the 2017-18 planting season. These steps will be completed and documentation of these activities and a copy of the planting plan will be included as part of the following Quarterly Report submitted to the Grantor ~~P~~roject Manager.

Task 2e – Order Materials/Supplies/Final Planting Design for the 2018-19 Install Area. The Grantee will purchase all materials and supplies needed for the restoration activities scheduled to be conducted during the 2018-19 planting season. The Grantee will also finalize the planting design for the 2018-19 planting season. These steps will be completed and documentation of these activities and a copy of the planting plan will be included as part of the following Quarterly Report submitted to the Grantor ~~P~~roject Manager.

Task 3) Livestock Infrastructure Installation

Prior to establishing native vegetation (Task 4) along the waterways, sufficient ground preparation and livestock infrastructure needs to be installed, which will be completed by the Landowner as part of their in-kind cost share contribution.

Task 3a – Livestock Water Supply Infrastructure Installation. The Landowner will clear sediment from and reshape portions of select drainage channels prior to animal fence enclosures being installed. The Landowner will install the following infrastructure: livestock water distribution pipelines, livestock drinking troughs, and water storage tanks. This work will be covered by the in-kind cost share contribution from the Landowner. These installations will be completed and documentation will be submitted to the Grantor ~~P~~roject Manager as part of the following Quarterly Report.

Task 3b – Fencing Off of Waterways Creating Habitat Buffer Areas. The Landowner will clear sediment from and reshape portions of select drainage channels prior to animal fence enclosures being installed. The Landowner will install the following infrastructure: livestock fencing. This work will be covered by the in-kind cost share contribution from the Landowner. These installations will be completed and documentation will be submitted to the Grantor ~~P~~roject Manager as part of the following Quarterly Report.

Task 3c – Culvert Pipe Installation. The Landowner will clear sediment from and reshape portions of select drainage channels prior to animal fence enclosures being installed. The Landowner will install the following infrastructure: culvert pipes. This work will be covered by the in-kind cost share contribution from the Landowner. These installations will be completed and documentation will be submitted to the Grantor ~~P~~roject Manager as part of the following Quarterly Report.

Task 4) Waterway Habitat Installation

Task 4a – Site Preparation. Grantee will conduct herbicide applications (to control weeds) and soil preparation (light disking, tilling) in the summer and fall of each year of the funding term to create optimal seeding and planting conditions. These activities will be completed each year of the funding term and documentation of these activities will be included in each of the following Quarterly Reports submitted to the ~~Granter~~ **Project Manager**.

Task 4b – Understory Installation. Grantee, with in-kind and cash contributions from SLEWS, will seed ~~15~~^{fifteen} species of native grasses and forbs on 10 acres. Seeded areas will be mulched with native grass straw in areas with poor soil conditions. The unseeded area of 3.5 acres will be selectively plug planted with transplants of herbaceous species. Approximately 6,500 plugs will be installed. These activities will be completed and documentation of these activities will be included in the following Quarterly Report submitted to the ~~Granter~~ **Project Manager**.

Task 4c – Tree and Shrub Installation. Grantee, with in-kind and cash contributions from SLEWS, will plant 13.5 acres with a diversity of native tree and shrub species. Holes will be augured before planting to expedite root development. All woody species will be protected with temporary tubes and support stakes. These activities will be completed and documentation of these activities will be included in the following Quarterly Report submitted to the ~~Granter~~ **Project Manager**.

Task 4d – Irrigation Installation. The Grantee, with in-kind and cash contributions from SLEWS, will install drip irrigation along woody planting lines totaling approximately 25,000 linear feet. Water will come from the ranch's pasture irrigation and drainage system. Small gasoline pumps will distribute water through the drip lines to all woody plantings. Irrigation system will be run bi-weekly for ~~six~~ **(6)** months (April – September) for at least two **(2)** summers after initial installation. These activities will be completed and documentation of these activities will be included in each of the following Quarterly Reports submitted to the ~~Granter~~ **Project Manager**.

Task 4e – Habitat Maintenance. Grantee will conduct maintenance activities, including both chemical and mechanical weed control activities such as boom and spot spraying, mowing, brush cutting, hoeing, and hand-pulling. Replanting will be conducted each planting season of the funding term to achieve an ~~80~~ **percent**% survival rate. These activities will be completed and documentation of these activities will be included in each of the following Quarterly Reports submitted to the ~~Granter~~ **Project Manager**.

Task 5) Monitoring and Adaptive Management

Task 5a – Tree and shrub survival surveys. The Grantee will monitor plant mortality and condition monitoring ~~three times~~ **twice** during the grant funding period and again at project completion. Survival and condition data will be tracked by species and habitat type in order to inform species selection for re-plantings. These activities will be completed and documentation of these activities will be included in each of the following Annual Reports submitted to the ~~Granter~~ **Project Manager**.

Task 5b – Photo monitoring images. Grantee will establish GPS coordinates for photo monitoring each sub-project site and will photograph six **(6)** views at each site prior to installation and bi-annually over the grant funding period. These activities will be completed and documentation of these activities will be included in each of the following Annual Reports submitted to the ~~Granter~~ **Project Manager**.

Task 5c – Understory monitoring. Grantee will conduct random ~~quadrat~~ **quadrat** sampling on ~~four~~ **(4)** plots within the project area to assess survival of seedling and plug plantings. Data on percent cover and percent native to non-native plant species will be collected in fall prior to vegetation installation and in the fall after installation. These activities will be completed and documentation of these activities will be included in each of the following Annual Reports submitted to the ~~Granter~~ **Project Manager**.

Task 5d – CRAM analyses. The Grantee will utilize the California Rapid Assessment Method (CRAM) on ~~four~~ **(4)** plots within the project site to assess the ecological condition and vegetative cover. These activities will be completed and documentation of these activities will be included in each of the following Annual Reports submitted to the ~~Granter~~ **Project Manager**.

Task 5e – Water quality surveys. The Grantee will conduct baseline water quality assessments to measure temperature, dissolved oxygen, turbidity, and electro-conductivity. These assessments will be conducted twice in the fall of 2017 prior to the project implementation. These assessments will also be twice during each irrigation season for the duration of project. All water quality data will be uploaded to CEDEN and included in each of the following Annual Reports submitted to the Grantor ~~Project~~ Manager.

Task 5f – Vegetation management plan. All monitoring data will be included in annual reports to the Grantor and will inform management activities during the grant period and the vegetation management plan that will be provided to the Landowner. These activities will be completed and documentation of these activities will be included in each of the following Annual Reports submitted to the Grantor ~~Project~~ Manager.

Schedule and List of Deliverables:

<u>Task</u>	<u>Task Title</u>	<u>Deliverables and Key Project Milestones</u>	<u>Estimated Completion Dates</u>	<u>Conditions</u>
1	Grant Management, Administration and Reporting	<ul style="list-style-type: none"> a. Delta Plan Consistency b. Quarterly Invoices c. Quarterly Progress Reports d. EcoAtlas Data Upload e. Annual Progress Report f. Draft Final Report g. Final Report 	<ul style="list-style-type: none"> a. Complete – not a covered action b. <u>Between the first and the fifth of the second month following the end of the quarter</u>Not more frequently than quarterly in arrears (see Exhibit B). c. <u>Between the first and the fifth of the second month following the end of the quarter (see VII. Reports)</u>Within thirty (30) days following each quarterly month following Agreement execution through final report deliverable. d. To be included with the first Quarterly Report. e. Within thirty (30) days following each annual cycle. f. Due thirty (30) days prior to Funding End Date g. Due sixty (60) days post Funding End Date 	<p><u>Signage</u> Grantee shall post signs at the project site acknowledging the source of the funds. See V<u>section 9</u>. Signage and Recognition for additional details. Required signage must be in place prior to final distribution of grant funds.</p>
2	Restoration Planning and Design	<ul style="list-style-type: none"> a. Land Tenure b. Execute survey for legal description of project c. Record access agreement d. Order materials/supplies/ final planting design for the 2017-18 install area e. Order materials/supplies/ final planting design for the 2018-19 remaining area 	<ul style="list-style-type: none"> a. August 2017 b. August 2017 c. August 2017 d. August 2017 e. August 2018 	<p><u>Land Tenure</u> Landowner Access Agreement required prior to disbursement of any funds.</p>

3	Livestock Infrastructure Installation	<ul style="list-style-type: none"> a. Livestock water supply infrastructure installation (pumps, pipeline, troughs) b. Fencing off of waterways creating habitat buffer areas c. Culvert pipes installation 	<ul style="list-style-type: none"> a. Summer 2017 b. Fall 2018 c. Fall 2018 	
4	Waterway Habitat Installation	<ul style="list-style-type: none"> a. Site preparation b. Understory installation c. Tree and shrub installation d. Irrigation installation e. Habitat maintenance 	<ul style="list-style-type: none"> a. November 2017 b. December 2017 c. March 2018 d. December 2017 e. March 2019 	
5	Monitoring and Adaptive Management	<ul style="list-style-type: none"> a. Tree and shrub survival surveys b. Photo-monitoring images c. Understory monitoring d. <u>Two (2)</u> CRAM surveys uploaded to EcoAtlas e. <u>Eight (8)</u> water quality data sets uploaded to CEDEN f. Vegetation Management Plan 	<ul style="list-style-type: none"> a. Summer 2020 b. Summer 2020 c. Spring 2020 d. Summer 2020 e. Summer 2020 f. Summer 2020 	

1. Performance Measure Tracking: Grantee will track performance in accordance with the Performance Measures Table below as approved in the grant proposal.

Objective	Outcome	Outputs	Related Tasks	Output Completion Dates
Category 2 Implementation Project – Petersen Ranch: Working Waterway Habitat Enhancement Project				
Objective 1: Create 13.5 acres of diverse, native riparian habitat along ranch waterways that will provide ecosystem benefits in the Cache Slough Complex and the larger Delta.	A. Terrestrial wildlife and beneficial insect populations will benefit from being able to utilize a greater diversity of food and shelter resources. B. Carbon will be sequestered in both the woody plant and soil components of the planted areas.	1.1 Restoration of 23,000 linear feet (13.5 acres) of riparian habitat 1.2 Non-native weeds are controlled throughout the project site resulting in 70 percent % native plant cover of understory vegetation.	1.1 Task 4 1.2 Task 5	1.1 Mar 2019 1.2 Jun 2020
Objective 2: Improve the ecological condition and water quality of waterways on the Peterson Ranch.	A. Improvement in project waterways of basic water quality measures such as DO, temperature and turbidity.	2.1 Cattle no longer urinate or defecate near waterways in the project areas. 2.2 Cattle no longer trample riparian areas or cause soil erosion as they move in and out of waterways to access water. 2.3 Ranch waterways will have lowered temperature and turbidity and increased dissolved oxygen during irrigation events compared to baseline values. 2.4 CRAM scores will improve at the conclusion of the project compared to baseline values.	2.1 Task 3 2.2 Task 3 2.3 Task 5 2.4 Task 5	2.1 Nov 2018 2.2 Nov 2018 2.3 Jun 2020 2.4 Jun 2020

2. Monitoring and Assessment: Grantee will conduct monitoring consistent with Grant Guidelines and as provided and approved in the grant proposal unless or until a revised plan is reviewed and approved by the Grantor. Once finalized and approved by the Grantor, the updated plan will supersede the plan provided in the approved grant application. As described in the Data Management section below, all monitoring data must be reported in State centralized systems.
3. Data Management: Wetland and riparian restoration project data shall be uploaded to EcoAtlas. As applicable, all other project data shall be uploaded to EcoAtlas. The first data upload shall include the creation of a project record and will be completed and reported on in the first Quarterly Report submitted to the Grantor Project Manager. Wetland and riparian monitoring data shall be uploaded to statewide data systems, as applicable, in a manner that is compatible and consistent with the Wetland and Riparian Area Monitoring Plan (WRAMP) framework. Since the project includes water quality monitoring data collection, it shall be collected and reported to the California Environmental Data Exchange Network (CEDEN).

All data will be managed by the Grantee. All data will be included in quarterly reports to the Grantor as it is produced and analyzed. Where applicable, data will be uploaded to statewide systems on an annual basis through the term of the Grant Agreement. Monitoring activities will generate the following data:

- *Plant mortality and condition*: This will be used to inform re-planting efforts and adaptive management.
- *Vegetative cover*: This data will be reported annually as part of the Project file on EcoAtlas.
- *CRAM*: This data will be uploaded directly to EcoAtlas.
- *Water quality*: Stream temperature, DO, EC and turbidity will be sampled according to SWAMP protocols and uploaded to CEDEN annually. Grantee has generated, analyzed and worked with large SWAMP data sets for the Solano permittees in the Bay Area Stormwater Management Agencies Association (BASMAA), including the process of working with the San Francisco Estuary Institute (SFEI) to upload that data to CEDEN.

4. Land Tenure and Long-Term Management and Maintenance: The State General Obligation Bond Law limits the use of bond funds to the construction, acquisition, and long-term improvement of capital assets that have an expected useful life of at least ~~15~~^{fifteen} years (section 16727(a)). Before funding is disbursed, Grantee must provide the Grantor with land tenure documentation for the useful life of the project. The Grantee does not own the land on which the project is being implemented and must provide a Landowner Access Agreement substantially conforming with the Grantor template "[Landowner Access Agreement Template](#)", signed by the Landowner and Grantee, and approved to form by the Grantor, and recorded at the County Recorder's Office in which the project is located.

The Grantee is required to ensure that the project is maintained in conformance with the terms of this Grant Agreement for at least 15 years as required by the State General Obligation Bond Law, and in accordance with the Long-Term Management and Maintenance plan described here:

This project has been designed to achieve successful establishment of native plantings within the grant award period, which will minimize the need for significant future maintenance activities. The species selected for the site are adapted to local conditions and will be largely self-sustaining after two (2) seasons of irrigation and weed control. Once established, the native trees, shrubs, grasses, and forbs will effectively compete with non-native annual weeds.

The Grantee is responsible for ensuring that all long-term maintenance duties are appropriately carried out to ensure that the project lifespan meets or exceeds 15-year requirement. The Grantee may assign, without novation, the performance of long-term maintenance. The long-term maintenance activities are anticipated to include occasional spot treatment (herbicide or mechanical) of problematic weeds; infrequent flash-grazing to reduce understory biomass to promote woody species growth; and occasional repairs to fencing or other infrastructure components.

The Grantee intends to assign these activities to the landowner. The Landowner's commitment to management of the site is also required by their contract with USDA-NRCS, which provides cost-share funding for all components of this project. USDA-NRCS practices have 15+ year lifespans which hold the Landowner responsible for ongoing maintenance of the project elements through the duration of that lifespan.

During the implementation of the proposed project, the Grantee will continue to work closely with the Landowner to familiarize them with native plant identification and vegetation management techniques. Management lessons learned by the Grantee during the intensive vegetation management period – such as weed-prone locations, problematic species, effective treatment methods, or duration/timing for flash-grazing – will be captured in a vegetation management plan that will be used as the basis of the Landowner's ~~on-going~~ ongoing maintenance of the site. This vegetation management plan will include rates and types of herbicides to be used, target weed species to be controlled, a grazing plan, and a list of native species. Transferring this knowledge to the Landowner will help to ensure long-term success by supplying guidelines for maintenance activities.

The Grantee is committed to conducting bi-annual site visits to the Peterson Ranch for 15 years, through 2032. These site visits will ensure continued communication with the Landowners, visual assessments of plant establishment and project success, the ability to work with ranch managers to oversee vegetation management activities, and the opportunities to evaluate new management challenges that require updated approaches over the long-term.

5. Adaptive Management: Grantee will develop and implement an Adaptive Management Plan consistent with Grant Guidelines and the Delta Stewardship Council's Adaptive Management Framework and as provided and approved in the grant proposal unless or until a revised plan is reviewed and approved by the Grantor. Once finalized and approved by the Grantor, the updated plan will supersede the plan provided in the approved grant application.
6. Delta Plan Consistency: The Delta Stewardship Council (Council) was consulted, and a Covered Action Checklist was completed (see Covered Action Checklist, Exhibit A, Attachment 2; 23 Cal. Code of Regulations ~~s~~Section 5001(dd)) to determine whether the project is a covered action. This project is not a covered action pursuant to the Delta Plan.

This project will not have a significant effect on achievement of either of the co-equal goals of the Delta Stewardship Council or the implementation of a government-sponsored flood control program to reduce risks to people, property, and state interests. Unless there are unusual circumstances, projects that are exempt from CEQA are not considered to have a significant effect. (See Covered Action Checklist, Exhibit A, Attachment 2; 23 Cal. Code of Regulations ~~s~~Section 5001(dd)).

7. California Environmental Quality Act (CEQA): The ~~p~~Project is exempt from the provisions of CEQA pursuant to California Code of Regulations ~~t~~Title 14 ~~s~~Section: 15304: "Minor Alterations to Land (d): Minor alterations in land, water, and vegetation on existing officially designated wildlife management areas or fish production facilities which result in improvement of habitat for fish and wildlife resources or greater fish production." The Grantee, the lead agency, filed a Notice of Exemption on Dec 28, 2016.
8. Other Regulatory Compliance: Grantee will ensure that all permits, licenses, and certifications necessary to implement the ~~p~~Project have been secured prior to construction. The Grantee is solely responsible for ensuring that the ~~p~~Project meets the terms of its environmental compliance. Grantor will not issue construction funds until all permits are in place.

9. Signage and Recognition:

Grantee shall inform the public that the project received funds through the Delta Conservancy and from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (CWC, § 79707[g]). Grantee shall recognize the Conservancy on signs, websites, press or promotional materials, advertisements, publications, or exhibits that it prepares or approves and that reference funding of a project. The Grantee shall include acknowledgement requirements, which include the following disclosure statement, in any document, written report, or brochure prepared in whole or in part pursuant to this Agreement (e.g. in posters, reports, publications, signs, presentation, websites, etc.):

"Funding for this project has been provided in full or in part through an Agreement with the Sacramento-San Joaquin Delta Conservancy (Conservancy) pursuant to The Water Quality, Supply, and Infrastructure Improvement Act of 2014 (CWC, § 79707[g]). The contents of this document do not necessarily reflect the views and policies of the Conservancy, nor does mention of trade names or commercial products constitute endorsement or recommendation of use."

Grantee shall include a provision that incorporates these requirements in each of its subcontracts for work under this Agreement.

Grantee shall notify the Grantor at least ten (10) working days prior to any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by Grantor representatives.

Grantee shall post signs at the project site acknowledging the source of the funds. Size, location and number of signs shall be determined by the Grantor. Required signage must be in place prior to final distribution of grant funds.

VI. KEY CONTACTS

The Project Officials during the term of this Agreement are:

Sacramento-San Joaquin Delta Conservancy Project Grant Manager:	Solano Resource Conservation District Project Manager:
Name: Aaron N.K. Haiman, Environmental Scientist Address: 1450 Halyard Drive, Suite 6 West Sacramento, CA 95691 Phone: (916) 376-4023 Email: aaron.haiman@deltaconservancy.ca.gov	Name: Chris Rose, Executive Director Address: 1170 North Lincoln Street, Suite 110 Dixon, CA 95620 Phone: (707) 678-1655 ext. 106 Email: chris.rose@solanorcd.org

Direct all administrative inquiries to:

Sacramento-San Joaquin Delta Conservancy Contract Analyst/Grant Manager:	Solano Resource Conservation District Executive Director:
Name: Aleesah Herup Address: 1450 Halyard Drive, Suite 6 West Sacramento, CA 95691 Phone: (916) 375-2091 Email: aleesah.herup@deltaconservancy.ca.gov	Name: Chris Rose Address: 1170 North Lincoln Street, Suite 110 Dixon, CA 95620 Phone: (707) 678-1655 ext. 106 Email: chris.rose@solanorcd.org

Either party may change the point of contact at any time by providing a ten (10) day advance written notice to the other party.

VII. REPORTS

1. Report Schedule: The following reports are required to be submitted to the Grantor Project Manager in accordance with Exhibit A, Scope of Work and all other Exhibits of this Agreement.

Report Description	Period Covered	Date Due
First Quarter Progress Report	January 1 – March 31	Between May 1- 5 ⁴ 0
Second Quarter Progress Report	April 1 – June 30	Between August 1- 5 ⁴ 0
Third Quarter Progress Report	July 1 – September 30	Between November 1- 5 ⁴ 0
Fourth Quarter Progress Report	October 1 – December 31	Between February 1- 5 ⁴ 0
Annual Report	January 1 – December 31	Between February 1- 5 ⁴ 0
Draft Final Report	Start Date – Funding End Date	30 days prior to Funding End Date
Final Report	Start Date – Funding End Date	60 days post Funding End Date

The Grantor reserves the right to require reports more frequently than on a quarterly basis if necessary, but no more than once a month.

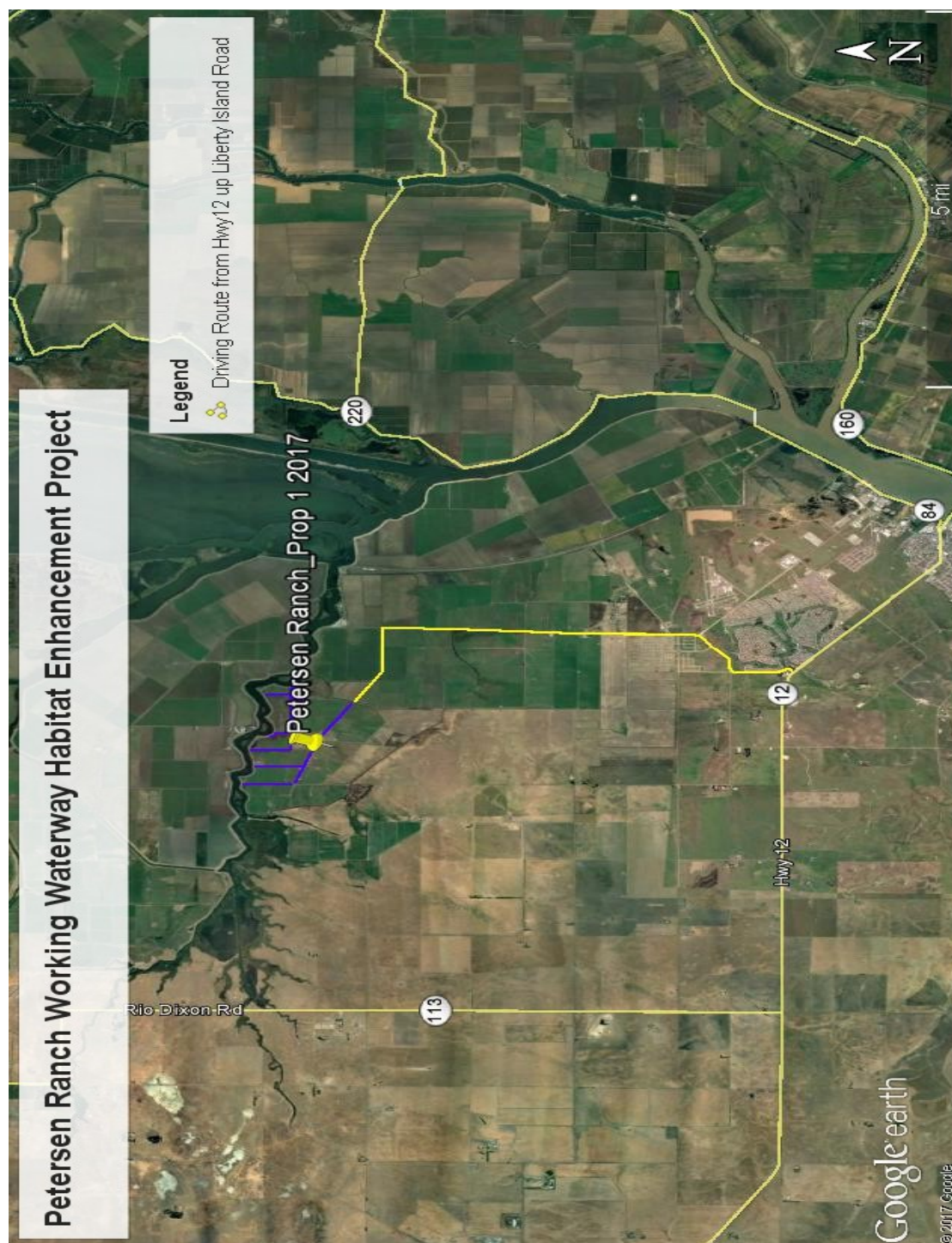
2. Progress Reports: Grantee agrees to provide all technical and administrative services as needed for Agreement completion. Grantee agrees to monitor and review all work performed; and coordinate budgeting and scheduling to assure that the Agreement is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations.
 - a. The Grantee ensures that the Agreement requirements are met by submitting quarterly progress reports (Exhibit G) to the Grantor ~~Project~~ Manager. Reporting shall be required even if no grant related activities occurred during the reporting period. The Grantee shall document all activities and expenditures in progress reports, including work performed by contractors.
 - b. The Quarterly Progress Report (Exhibit G) shall describe activities undertaken and accomplishments of each task during the quarter, milestones achieved, and will also include an evaluation of project performance that links to the project's performance measures. The description of activities and accomplishments of each task shall be in sufficient detail to provide a basis for payment of invoices and shall be translated into percent of task work completed for the purpose of calculating invoice amounts. Photo-documentation and other measurements of progress will be included in the Quarterly Progress Reports as appropriate. Progress reports should directly address tasks, timelines, deliverables, and associated costs and cost share contributions as scheduled in Scope of Work (Exhibit A) and Budget Detail and Payment Provisions (Exhibit B and Exhibit B, Attachment 1, 2).
 - c. The Quarterly Expenditure Projections (Exhibit G) shall reflect both actual and projected expenditures. The sum of all quarterly expenditure projections should equal that of approved ~~g~~Grant amount.
 - d. Grantee must monitor and report project performance with respect to the stated benefits identified in the approved grant proposal, and as described in the Performance Measures Table above.
 - e. Grantee must document steps taken in soliciting and awarding the subcontractors and submit them to the Grantor for review and document all subcontractor activities in the Quarterly Progress Reports (Exhibit H).
3. Annual Report: At the end of each calendar year of the funding term of agreement, the Grantee shall submit an Annual Report. This Annual Report will serve as a supplement to the ~~Fourth~~^{4th} Quarter Report and will include information on progress accomplished during that calendar year, findings, conclusions, and plans for the next calendar year. A template of the Annual Report is provided in Reports (Exhibit G). The Grantee shall submit the completed Annual Report with the ~~Fourth~~^{4th} Quarter Report within ~~thirty~~ {30} days following the end date of the calendar year.

4. Draft and Final Report: At the end of the funding term of agreement, the Grantee must submit a Draft Final Report to the ~~Grantor Project~~ Manager for review and approval within 30 days prior to the ~~F~~funding ~~E~~end ~~D~~ate. The Draft Final Report shall summarize the life of the Grant Agreement and describe the results of the work and of the Project, including findings, conclusions, and recommendations for follow up, ongoing or future activities, accomplishments, and before and after pictures, as appropriate. Following any comments from the ~~Grantor Project~~ Manager, the Grantee shall submit the revised Final Report for review and approval within ~~sixty (60)~~ days after the ~~F~~funding ~~E~~end ~~D~~ate.
 - a. At the end of the funding term of this agreement and prior to final payment, the Grantee Project Representative shall include with final invoice Exhibit H, Grantee's Release to the Grantor.
 - b. Grantee agrees that property and facilities acquired or developed pursuant to this Agreement shall be available for inspection upon request by the Grantor.

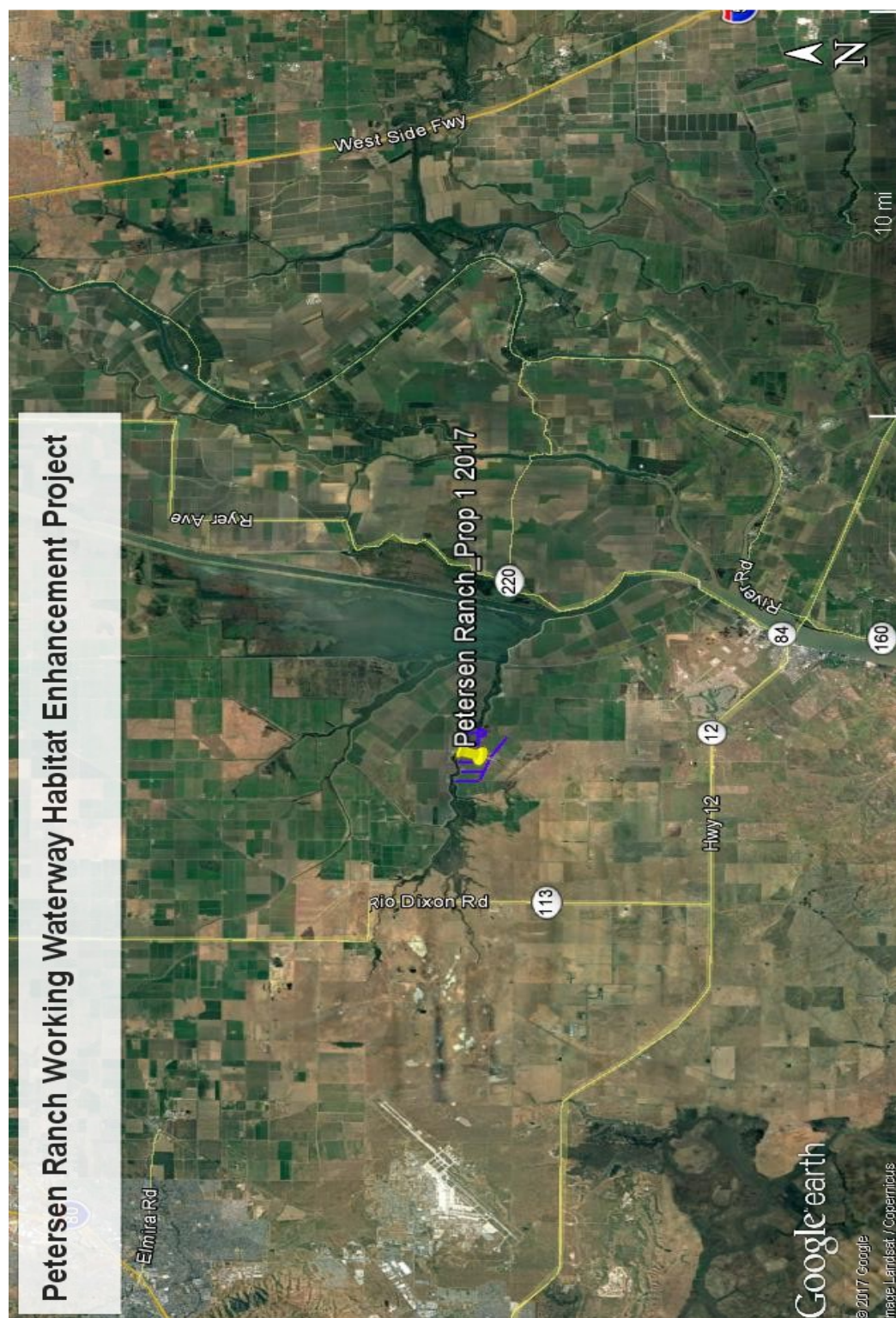
EXHIBIT A, ATTACHMENT 1
PROJECT MAP



Specific channels at the project site where habitat enhancements will occur.



Driving route to project site.



Area surrounding the project site.

EXHIBIT A, ATTACHMENT 2 COVERED ACTIONS CHECKLIST

[Signature]
SRCD-Project Mgr.

Covered Action Checklist		
<p>This checklist is a discretionary tool for state and local agencies to use in determining whether a plan, program, or project is a "Covered Action" (Delta Plan Chapter 2), as defined in the Delta Reform Act (Water Code section 85057.5(a)).</p> <p>Note: the responsibility for making this determination rests with the State and local agencies, subject to judicial review.</p>		
<p>Covered Action Title: <u>Peterson Ranch: Working Waterway Habitat Enhancement Project</u></p>		
<p>STEP 1: Determine if the plan, program, or project is exempt from the definition of a "covered action".</p>		
<p>THE PLAN, PROGRAM OR PROJECT:</p>	YES	NO
<p>1. Is exempt from the definition of a covered action. <i>For specific details on what is statutorily exempt from regulation as a "covered action" refer to: (Water Code section 85057.5 (b.)), included in (Appendix F of the Delta Plan) and (Chapter 2 of the Delta Plan)</i></p>	<input type="radio"/>	<input checked="" type="radio"/>
<p>If "YES", the plan, program, or project is exempt from the Council's regulatory authority – NO FURTHER STEPS REQUIRED.</p> <p>If "NO", the plan, program or project is not exempt from the definition of a covered action – PROCEED TO STEP 2.</p>		
<p>STEP 2: Determine if the plan, program, or project meets <u>all</u> four "Screening Criteria" listed below.</p>		
<p>THE PLAN, PROGRAM OR PROJECT:</p>	YES	NO
<p>1. Is "... a plan, program, or project as defined pursuant to Public Resources Code section 21065; <i>This criteria would be met if the plan, program, or project meets the definition of a project under the California Environmental Quality Act (CEQA) Public Resources Code section 21065 that defines the term "project" for purposes of potential CEQA review.</i></p>	<input checked="" type="radio"/>	<input type="radio"/>
<p>2. Will occur, in whole or in part, within the boundaries of the Delta or Suisun Marsh; <i>This criteria would be met if, for example, water intended for use upstream of the statutory Delta or Suisun Marsh were transferred through the statutory Delta or Suisun Marsh (pursuant for example, to a water transfer longer than 1 year in duration).</i></p>	<input checked="" type="radio"/>	<input type="radio"/>
<p>3. Will be carried out, approved, or funded by the State or a local public agency; <i>This criteria would be met if the plan, program, or project is (a) an activity directly undertaken by any state or local public agency, (b) An activity undertaken by a person which is supported, in whole or in part, through contracts, grants, subsidies, loans, or other forms of assistance from one or more state or local public agencies, or (c) An activity that involves the issuance to a person of lease, permit, license, certificate, or other entitlement for use by one or more state or local public agencies.</i></p>	<input checked="" type="radio"/>	<input type="radio"/>
<p>4. Will have a significant impact on the achievement of one or both of the coequal goals or the implementation of a government-sponsored flood control program to reduce risks to people, property, and State interests in the Delta; <i>"Significant Impact" means a substantial positive or negative impact on the achievement of one or both of the coequal goals or the implementation of a government-sponsored flood control program to reduce risks to people, property, and state interests in the Delta, that is directly or indirectly caused by a project on its own or when the project's incremental effect is considered together with the impacts of other closely-related past, present, or reasonably foreseeable future projects. The coequal goals and government-sponsored flood control programs are further defined in Chapters 3, 4, and 7.</i></p> <p><i>The following categories of projects will not have a significant impact for this purpose:</i></p> <ul style="list-style-type: none"> • "Ministerial" projects exempted from CEQA, pursuant to Public Resources Code Section 21080(b)(1); • "Emergency" projects exempted from CEQA, pursuant to Public Resources Code Section 21080(b)(2)-(4); • Temporary water transfers of up to one year in duration. This provision shall remain in effect only through December 31, 2016, and as of January 1, 2017, is repealed, unless the Council acts to extend the provision prior to that date.; • Other projects exempted from CEQA, unless there are unusual circumstances indicating a reasonable possibility that the project will have a significant impact under Water Code Section 85057.5(a)(4). Examples of unusual circumstances could arise in connection with, among other things: <ul style="list-style-type: none"> • Local government general plan amendments for the purpose of achieving consistency with the Delta Protection Commission's Land Use and Resource Management Plan; and, • Small-scale habitat restoration projects, as referred to in CEQA Guidelines 15333, proposed in important restoration areas, but which are inconsistent with the Delta Plan's policy related to appropriate habitat restoration for a given land elevation. 	<input type="radio"/>	<input checked="" type="radio"/>
<p>If "NO" to <u>any</u> in step 2 above, the plan, program, or project, for purposes of the Delta Plan, does not meet the definition of Covered Action, NO FURTHER STEPS REQUIRED.</p> <p>If "YES" to <u>all</u> four in step 2 above, then the plan, program or project is considered, for purposes of the Delta Plan, a Proposed Action – PROCEED TO STEP 3.</p>		

EXHIBIT B BUDGET DETAIL AND PAYMENT PROVISIONS

I. BUDGET DETAIL

The Grantee agrees to perform and complete the work described in Exhibit A, Scope of Work within the budget specified in Exhibit B, Attachment 1 for a total budget not to exceed \$444,464.

II. BUDGET MODIFICATIONS

1. Changes to the line-item budget within direct cost categories (Exhibit B, Attachment 1) may be made without formal amendment (not to exceed an increase of 10 percent% of the line-item) provided the change is equally reallocated to decrease a separate line item(s) and the change does not exceed the total amount of the Agreement.
 - a. The Grantee submits a written request for budget modification and explains the need for change(s) and specifically identifies item(s) to be reduced or increased.
 - b. The ~~Grantor~~ Project Manager approves such changes in writing prior to implementation. The Grantor shall have ~~thirty~~ (30) calendar days from receipt of the request to approve or deny the request for the exchange of funds between line items.
2. Any budget change not meeting the above conditions, including the addition of the new line items, shall be by formal Agreement Ammendment.
3. Any budget modifications must meet requirements of Grant Guidelines for FY2016-17.

III. INVOICE AND PAYMENT

1. For tasks satisfactorily rendered, in accordance with the Exhibits, terms and conditions of this Agreement; and upon receipt and approval of itemized invoice(s), and including any required progress reports or other mandatory documentation identified within this Agreement, the Grantor agrees to reimburse Grantee for actual expenditures of the tasks, no more frequently than quarterly in arrears, in accordance with the rates specified in Budget Summary (Exhibit B, Attachment 1).
2. The Grantor will only reimburse for expenses incurred from ~~g~~Grant execution through the ~~F~~funding ~~E~~end ~~D~~date of the Agreement and will not accept an invoice for work that has not been approved and will return the invoice as disputed to the Grantee.
3. Each quarterly invoice submitted for payment must be accompanied by a Progress Report, using the template ~~linked provided~~ linked in Exhibit H, of the Grantee's performance under this grant since the time the previous such report was prepared. The report shall describe the types of activities and specific accomplishments during the period for which the payment is being made rather than merely listing the number of hours worked during the reporting period. If there is cost share involved with the project, the Grantee must provide a budget summary of cost share expenditures by fund source. This must be provided annually and should be submitted with the ~~Fourth~~ 4th ~~Q~~uarter ~~I~~nvoice.
4. Invoices shall be submitted not more frequently than quarterly in arrears and will only be approved for payment after ~~Grantor's~~ Project Manager has reviewed the progress reports submitted by the Grantee and determines that the work is completed or that the progress of tasks completed is satisfactory for payment.

A sample invoice is **provided on the Grantor's website at <http://deltaconservancy.ca.gov/proposition-1-resources/>**, in Exhibit B, Attachment 2 and may be submitted electronically to the Grantor Project Manager. Invoices received electronically will be printed and forwarded to the Grantor Admin unit and date stamped with the date the Grantor Admin unit receives the invoice. Invoices submitted by mail shall include one (1) original invoice to the address below:

Sacramento-San Joaquin Delta Conservancy
Attention: Admin Accounting
1450 Halyard Drive, Suite 6
West Sacramento, CA 95691

Invoices must be signed by an authorized official certifying that the expenditures claimed represent actual expenses for the tasks performed under this Agreement. Invoices must also at a minimum include the following information:

- Grant Agreement number
- Invoice number
- Invoice date
- Performance service period (i.e., include terms "from" and to")
- Itemized cost and percent breakdown by Task at the same or greater level of detail as indicated in this Agreement
- Original receipts and supporting documentation of actual out-of-pocket expenses
- 100 percent% time accounting timesheets for each person billing to the grant
- Subcontractor invoices for any subcontractor expenses being billed to the grant
- Total amount being billed for the service period, on or before the funding end date of the Agreement

In addition, if travel is a reimbursable expense, original receipts must be maintained to support the claim expenditures and attached to the invoice:

- Include travel expense amount in the total amount of invoice
- Reimbursement rates for travel shall not exceed the amounts identified and according to CalHR current state rates, see <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>
- No travel outside the State of California by Grantee shall be reimbursed unless there is prior written authorization obtained from the Grantor.

5. Invoices submitted for payment must be within 30 days following the end of the calendar quarter in which the work was performed and costs incurred in the performance of the Agreement, unless the Agreement has reached the funding end date, termination date, or alternate deadline is agreed to in writing by the Grantor Project Manager (see ~~item VII.~~ "Timely Submission of Final Invoice").

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code ~~s~~Section 917 et seq. Unless expressly exempted by statute, the Act requires state agencies to pay properly submitted, undisputed invoices not more than 45 days after (a) the date of the acceptance of performance of services; or (b) receipt of an undisputed invoice – whichever is later.

6. Invoices shall be paid based on actual expenses incurred and shall not exceed the total amount of this Agreement. In the event actual expenditures differ from the estimated amounts of the budget, the Grantee's Project Representative and the Grantor's Project Manager may re-negotiate specific line-item adjustments provided the overall total project cost does not exceed the total agreement value (see ~~item VIII.~~ "Budget Modifications").

Costs and/or expenses deemed unallowable are subject to recovery by the Grantor (see item IX. "Recovery of Overpayments").

IV. ELIGIBLE COSTS

1. Only project costs for items within the scope of the project (Exhibit A) and Budget summary (Exhibit B, Attachment 1) invoiced within the time frame of the Funding End Date of the Agreement are eligible for reimbursement.

V. STATE BUDGET CONTINGENCY CLAUSE

1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement.
2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement Aamendment to Grantee to reflect the reduced amount.
3. If funding for any fiscal year is not obligated by the funder, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement Aamendment to the Grantee to reflect the reduced amount.

VI. PROMPT PAYMENT CLAUSE

1. Payment will be made in accordance with, and within the time specified in, Government Code, Chapter 4.5, commencing with sSection 927. An incomplete/disputed invoice will be returned to Grantee per Government Code, Chapter 4.5, sSection 927.6. Time specified for prompt payment in Government Code, Chapter 4.5, sSection 927.4 commences upon submittal of a completed/undisputed invoice.

VII. TIMELY SUBMISSION OF FINAL INVOICE

1. A final undisputed invoice shall be submitted for payment no more than ~~sixty (60)~~ calendar days following the Funding End Date of this Agreement, unless the Grantor ~~Project~~ Manager agrees to a later or alternate deadline in writing. The final invoice must be clearly marked "**FINAL INVOICE**" and "Exhibit H, Grantee's Release" must be attached, thus indicating that all payment obligations of the State under this Agreement have ceased and that no further payments are due or outstanding.
2. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline. Written State approval shall be sought from the Grantor Project Manager prior to the Funding End Date or Termination Date of this Agreement.

VIII. REVIEWS

1. Grantor reserves the right to review service levels and billing procedures such as timesheets or other supporting documentation as these impact charges against this Agreement.

IX. RECOVERY OF OVERPAYMENT

1. Grantee agrees that claims based upon the Agreement audit finding and/or audit finding that is appealed and upheld, will be recovered by the State government by one of the following options:
 - a. Grantee's remittance to the State of the full amount of the audit exception within 30 days following the State's request for repayment; or
 - b. A repayment schedule, which is agreeable in writing to both the Grantor and the Grantee.
2. The State reserves the right to select which option will be enforced and the Grantee will be notified by the State in writing of the claim option to be utilized.
3. If the Grantee has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached.

EXHIBIT B, ATTACHMENT 1
BUDGET SUMMARY

I. EXPENDITURE SUMMARY

1. Line Item Budget Detail

Peterson Ranch: Working Waterway Habitat Enhancement Project	
CATEGORY A PERSONNEL SERVICES	
Personnel Services	\$ 218,312
Subtotal Personnel Services:	\$ 218,312
CATEGORY B OPERATING EXPENSES: (GENERAL)	
Items (units)	Total Cost
Travel	\$ 13,013
Permitting Fees	\$ 450
Field Supplies	\$ 102,327
Office Supplies	\$ -
Fuel	\$ 950
Miscellaneous	\$ -
Subtotal Operating Expenses: (General)	\$ 116,740
CATEGORY C OPERATING EXPENSES: (SUBCONTRACTORS)	
Subcontractor Title	Total Cost
Subcontractor 1: CLBL-SLEWS Program	\$ 16,000
Subcontractor 2: CCC's Napa Satellite	\$ 12,800
Subcontractor 3: LM Surveyors	\$ 12,058
Subcontractor 4: Equipment Rental Company (TBD)	\$ 7,507
Subtotal Operating Expenses: (Subcontractors)	\$ 48,365
CATEGORY D OPERATING EXPENSES: (EQUIPMENT)	
See General Grant Provisions for definitions of electronic and purchased equipment.	
Subtotal Operating Expenses: (Equipment)	\$ -
CATEGORY E TOTAL DIRECT COSTS	
SUBTOTAL A. Personnel Services	\$ 218,312
SUBTOTAL B. Operating Expenses: (General)	\$ 116,740
SUBTOTAL C. Operating Expenses: (Subcontractors)	\$ 48,365
SUBTOTAL D. Operating Expenses: (Equipment)	\$ -
TOTAL DIRECT COSTS:	\$ 383,417
CATEGORY F INDIRECT COSTS	
Indirect Cost A. Personnel Services	\$ 39,776
Indirect Cost B. Operating Expenses (General)	\$ 21,270
TOTAL INDIRECT COSTS:	\$ 61,047
CATEGORY G GRAND TOTAL (E + F)	\$ 444,464

2. Table of Funding Sources and Cost Share

Peterson Ranch: Working Waterway Habitat Enhancement Project			
Source of Funds - Non-State	Cash	In-Kind	Total
Applicant			\$ -
Federal - NRCS	\$ 177,000		\$ 177,000
Landowner (Hearn Livestock)		\$ 99,637	\$ 99,637
CLBL-SLEWS Program	\$ 8,000	\$ 10,760	\$ 18,760
Subtotal 1	\$ 185,000	\$ 110,397	\$ 295,397
Source of Funds – Other State	Cash	In-Kind	Total
			\$ -
Subtotal 2	\$ -	\$ -	\$ -
Totals	\$ 185,000	\$ 110,397	\$ 295,397

Note: Any changes or modifications to a fund source indicated above must be promptly reported to the Grant Manager. Projects with undisclosed fund sources may be subject to an audit.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

- I. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Grantor. Grantee may not commence performance until such approval has been obtained.
- II. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
- III. **ASSIGNMENT**: This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the State in the form of a formal written amendment.
- IV. **AUDIT**: Grantee agrees that the awarding department, the Department of General Services, the Department of Finance, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
- V. **INDEMNIFICATION**: Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all Grantees, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.
- VI. **DISPUTES**: Grantee shall continue with the responsibilities under this Agreement during any dispute.
- VII. **TERMINATION FOR CAUSE**: The Grantor may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. If the Grantee fails to complete the project on time in accordance with this Agreement prior to the termination date or in accordance with the Scope of Work, the Grantee shall be liable for immediate repayment to the Grantor of all amounts disbursed by the Grantor under this Agreement, plus accrued interest. The Grantor may, in its sole discretion, consider extenuating circumstances and not require repayment for work partially completed. This paragraph shall not be deemed to limit any other remedies the Grantor may have for breach of this Agreement.
- VIII. **INDEPENDENT GRANTEE**: Grantee, and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
- IX. **RECYCLING CERTIFICATION**: The Grantee shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
- X. **NON-DISCRIMINATION CLAUSE**: During the performance of this Agreement, Grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40),

marital status, and denial of family care leave. Grantee and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

- XI.** LICENSES AND PERMITS (If Applicable): The Grantee is responsible for obtaining all licenses and permits required by law for accomplishing any work required in connection with this Agreement. Costs associated with permitting may be reimbursed under this Grant Agreement only if approved in the budget detail and pay provisions area.
- XII.** CERTIFICATION CLAUSES: The Grantee Certification Clauses contained in the document are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
- XIII.** TIMELINESS: Time is of the essence in this Agreement.
- XIV.** COMPENSATION: The consideration to be paid Grantee, as provided herein, shall be compensation for all reasonable and eligible expenses incurred by Grantee in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
- XV.** GOVERNING LAW: This Grant is governed by and shall be interpreted in accordance with the laws of the State of California.
- XVI.** VENUE: All proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be held in Sacramento County, California. The parties hereby waive any right to any other venue.
- XVII.** ANTITRUST CLAIMS: The Grantee by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Grantee shall comply with the requirements of the Government Codes Sections set out below.

 - a. The Government Code Chapter on Antitrust claims contains the following definitions:

 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the

public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

XVIII. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:

- a. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

XIX. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

XX. PRIORITY HIRING CONSIDERATIONS: If this Grant includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

XXI. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If for this Grant Agreement Grantee made a commitment to achieve small business participation, then Grantee must within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b. If for this Agreement Grantee made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Grantee must within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) certify in a report to the awarding department: (1) the total amount the prime Grantee received under the Agreement; (2) the name and address of the DVBE(s) that participated in the performance of the Agreement; (3) the amount each DVBE received from the prime Grantee; (4) that all payments under the Agreement have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

XXII. LOSS LEADER: If this Agreement involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

- I. **EXCISE TAX:** The State of California is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on employees' wages.
- II. **DISPUTE RESOLUTION:** Any claim that the Grantee may have regarding the performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the Grant Manager in writing within ten (10) days of discovery of the problem. The Grantee and the Grantor Executive Officer or Executive Officer's designee will then attempt to negotiate a resolution of the claim, if appropriate, and process an amendment to this Agreement to implement the terms of any such resolution. If the Grantee and the Grantor are unable to resolve the dispute, the decision of the Executive Officer or Executive Officer's designee will be final, unless appealed to a court of competent jurisdiction. Grantee will continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the language contained within this Agreement will prevail over any other language.
- III. **ACKNOWLEDGMENT OF CREDIT:** The Grantee will include appropriate acknowledgment of credit to the State of California, Grantor, and all cost-sharing partners for their financial support when using any data and/or information developed under this Agreement.
- IV. **STANDARD OF PROFESSIONALISM:** The Grantee will conduct all work consistent with the professional standards of the industry and type of work being performed under the Agreement.
- V. **TERMINATION WITHOUT CAUSE:** The Grantor may terminate this Agreement without cause upon thirty (30) days advance written notice. The Grantee will be reimbursed for all reasonable expenses incurred up to the date of termination.
- VI. **COMPUTER SOFTWARE:** If software usage is an essential element of performance under this Agreement, the Grantee certifies that it has appropriate systems and controls in place to ensure that Grantor funds will not be used in the performance of this Agreement. Acquisition, operation, or maintenance of computer software during the term of this Agreement must be performed in accordance with all applicable laws and vendor license agreements. Grantee will provide all necessary business productivity or utility software in addition to any required computer equipment, peripherals and proprietary or specialty software when performing services at Grantor location.
- VII. **RIGHTS IN DATA:** The Grantor will retain rights to all final products produced as a result of this agreement. The Grantee will provide the Grantor with an electronic or camera-ready version of the final product. Grantee will have full rights to reproducing the product(s) as long as used for government and not commercial, purposes. The Grantor has the right to: (1) obtain, reproduce, publish, or otherwise use the data first produced in performing this grant; and (2) authorize others to receive, reproduce, publish, or otherwise use such data by or on behalf of the Grantor.
- VIII. **COPYRIGHT:** All rights in copyright works created by Grantee in the performance of work under this Agreement are the property of the Grantor. The Grantor will extend Grantee a royalty-free, nonexclusive, non-transferable, irrevocable license to reproduce, prepare derivative works, and distribute copies of deliverables so long as such deliverables are used for government, and not commercial purposes.
- IX. **INTELLECTUAL PROPERTY INDEMNITY:** Grantee will defend and indemnify Grantor from and against any claim, lawsuit, or other proceeding, loss, cost, liability, or expense (including court costs and reasonable fees for attorneys and other professionals) to the extent arising out of any third party claim solely arising out of the negligent or other tortious acts or omissions by the Grantee, its

employees, or agents, in connection with intellectual property claims against either deliverables or the Grantee's performance thereof under this Agreement.

- X. POTENTIAL SUBCONTRACTORS:** Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractor, and no subcontract shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the State for the acts and omissions of its subcontractor and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Grantee. As a result, the State shall have no obligation to pay or enforce the payment of any moneys to any subcontractor.
- XI. SUBCONTRACTING:** The Grantee is responsible for any work it subcontracts. Subcontracts must include all applicable terms and conditions of this Agreement. Any subcontractor, outside associates, or consultants required by the Grantee in connection with the services covered by this Agreement shall be limited to such individuals or firms as were specifically identified in the bid or agreed to during negotiations for this Agreement, or as are specifically authorized by the Grantor Project Manager during the performance of this Agreement. Any substitutions in, or additions to, such subcontractors, associates or consultants shall be subject to the prior written approval of the Grantor Project Manager. Grantee warrants, represents and agrees that it and its subcontractors, employees and representatives shall at all times comply with all applicable laws, codes, rules and regulations in the performance of this Agreement. Should State determine that the work performed by a subcontractor is substantially unsatisfactory and is not in substantial accordance with the Agreement terms and conditions, or that the subcontractor is substantially delaying or disrupting the process of work, State may request substitution of the subcontractor.
- XII. LABOR CODE COMPLIANCE:** Grants awarded through the Conservancy's Ecosystem Restoration and Water Quality Grant Program may be subject to prevailing wage provisions of Part 7 of Division 2 of the California Labor Code (CLC), commencing with Section 1720. Typically, the types of projects that are subject to the prevailing wage requirements are public works projects. Existing law defines "public works" as, among other things, construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds. Any work performed by volunteers is not subject to prevailing wage provisions. (California Labor Code (CLC) Section 1720.4, (a) (3) An individual shall not be considered a volunteer if the person is otherwise employed for compensation at any time. (d) This section shall remain in effect only until January 1, 2024, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2024, deletes or extends that date.)
- The grantee shall pay prevailing wage to all persons employed in the performance of any part of the project if required by law to do so. Any questions of interpretation regarding the CLC should be directed to the Director of the Department of Industrial Relations (DIR), the state department having jurisdiction in these matters. For more details, please refer to the DIR website at <http://www.dir.ca.gov>.
- XIII. FORCE MAJEURE:** Neither party will be liable to the other for any delay in or failure of performance, nor will any such delay in or failure of performance constitute a default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of nature such as earthquakes, floods, and other natural disasters such that performance is impossible.
- XIV. AGENCY LIABILITY:** The Grantee warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Grantee for the

purpose of securing business. For breach or violation of this warranty, the Grantor will, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

XV. RENEWAL OF GRANTEE CERTIFICATION CLAUSES: Grantee will renew the Grantee Certification Clauses or successor documents every year or as changes occur, whichever occurs sooner.

XVII. INSURANCE REQUIREMENTS: When Grantee submits a signed Agreement to the State, Grantee shall furnish to the State a certificate of insurance, stating that there is liability insurance presently in effect for the Grantee of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined.

The certificate of insurance will include provisions a, b, and c, in their entirety:

- a. That the insurer will not cancel the insured's coverage without 30 days prior written notice to the State.
- b. That the State of California, its officers, agents, employees, and servants are included as additional insured, but only insofar as the operations under this Agreement are concerned.
- c. That the State will not be responsible for any premiums or assessment on the policy.

Grantee agrees that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of this Agreement from the effective start date through the grant end date. In the event said insurance coverage expires at any time or times during the term of this Agreement, Grantee agrees to provide at least 30 days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one year. New certificates of insurance are subject to the approval of the Department of General Services, and Grantee agrees that no work or services shall be performed prior to the giving of such approval. In the event the Grantee fails to keep in effect at all times insurance coverage as herein provided, the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

The Department will not provide for nor compensate Grantee for any insurance premiums or costs for any type or amount of insurance.

XVIII. SITE VISITS: Grantor staff, or its authorized representatives, has the right, at all reasonable times, to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by Grantor on the premises of the Grantee or a subcontractor under an award, the Grantee shall provide and shall require subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the Grantor staff or authorized representatives in the performance of their duties.

EXHIBIT E
PROTECTION OF CONFIDENTIAL AND SENSITIVE INFORMATION


- I. For purposes of this Exhibit, "Grantee" means any Grantee or researcher, including a Non-State Entity Grantee or researcher, receiving funds from, doing business with, conducting research for, or performing services for the Grantor pursuant to an Agreement, purchase order, research agreement, grant or loan agreement, joint powers agreement, public works Agreement, or other contractual vehicle (collectively "Agreement"). The term "Grantee" also includes Grantee's officers and employees and Affiliates. For purposes of this Exhibit, the term "Affiliate" means a person or entity forming a partnership, joint venture, subcontract, sales Agreement, or other legal relationship with Grantee to carry out the terms of the Agreement.
- II. This Exhibit terms shall apply to all Grantees who have an Agreement with the Grantor and require or permit access to Confidential or Sensitive Information in conducting business with the Grantor performing duties under an Agreement with the Grantor.
- III. Grantee shall impose all the requirements of this Exhibit on all of its officers, employees and Affiliates with access to Confidential and/or Sensitive Information.
- IV. For purposes of this Exhibit, "Non-State Entity" shall mean a business, organization or individual that is not a State entity, but requires access to State information assets in conducting business with the State. This definition includes, but is not limited to, researchers, vendors, consultants, and their subcontractors, officers, employees, and entities associated with federal and local governments and other states.
- V. For purposes of this Exhibit, "Confidential Information" means information, the disclosure of which is restricted or prohibited by any provision of State or federal law or which is treated as privileged or confidential under such laws. Such Confidential Information includes, but is not limited to, information that is exempt from disclosure under the California Public Records Act (Government Code sections 6250-6255), public social services client information described in California Welfare and Institutions code section 10850, and "personal information" about individuals as defined in California Civil Code Section 1798.3 of the Information Practices Act (IPA) if the disclosure of the "personal information" is not otherwise allowed by the IPA. Such Confidential Information may also include financial, statistical, personal, technical, and other data and information relating to operation of the Department.
- VI. For purposes of this Exhibit, "Sensitive Information" means information that requires special precautions to protect it from unauthorized modification or deletion. Sensitive information may be either public records or Confidential Information. Examples include statistical reports, financial reports, and logon procedures.
- VII. Grantee shall take all necessary measures to protect Confidential or Sensitive Information to which it or its Affiliates gain access from unauthorized access (accidental or intentional), modification, destruction, or disclosure. These measures may include, but are not limited to: password protection of electronic data, encrypted transmission of electronic data, and secure mailing and locked storage of paper and taped copies. Such measures may also include establishment of secure workstations and maintenance of a secure workstation access log. Grantee's shall also apply appropriate security patches and upgrades and keep virus software up-to-date on all systems on which Confidential or Sensitive Information may be used.
- VIII. Grantee shall ensure that all media, including electronic media, containing Confidential or Sensitive Information, to which they are given access are protected at the level of the most confidential or sensitive piece of data on the media.

- IX.** Grantee and Affiliate personnel allowed access to Confidential and Sensitive Information shall be limited to those persons with a demonstrable business need for such access. Grantee shall maintain a current listing of all Grantee and Affiliate personnel with access to Confidential and Sensitive Information.
- X.** Grantee shall notify Grantor promptly if a security breach involving Confidential or Sensitive Information occurs or if Grantee becomes legally compelled to disclose any Confidential Information.
- XI.** Grantee shall comply with all State policies and laws regarding use of information resources and data, including, but not limited to, California Government Code section 11019.9 and Civil Code sections 1798 et seq. regarding the collection, maintenance and disclosure of personal and confidential information about individuals.
- XII.** If Grantee obtains access to Confidential Information containing personal identifiers, such as name, social security number, address, date of birth, race/ethnicity and gender of individuals, Grantee shall substitute non-personal identifiers as soon as possible.
- XIII.** All data, reports, information, inventions, improvements and discoveries used, compiled, developed, processed, stored or created by Grantee or Grantee's Affiliates using Confidential and/or Sensitive Information shall be treated as Confidential and/or Sensitive Information by the Grantee and Grantee's Affiliates. No such data, reports, information, inventions, improvements or discoveries shall be released, published or made available to any person (except to the Grantor) without prior written approval from the Grantor.
- XIV.** At or before the termination date of the Agreement, Grantee shall either (a) destroy all Confidential and Sensitive Information in accordance with approved methods of confidential destruction; or (b) return all Confidential and Sensitive Information to the Grantor; or (c) if required by law to retain such information beyond the termination date of the agreement, provide for the Grantor's review and approval a written description of (i) applicable statutory or other retention requirements; (ii) provision for confidential retention in accordance such requirements and the terms of this Exhibit and (iii) provision for eventual destruction in accordance with all applicable provisions of State and federal law using approved methods of confidential destruction.
- XV.** Grantee shall cooperate with the Grantor's Information Security Officer or designee in carrying out the responsibilities set forth in this Exhibit.

Failure to adhere to these requirements may be grounds for termination of the Agreement and for imposition of civil and criminal penalties.

EXHIBIT E, ATTACHMENT 1
NON-DISCLOSURE CERTIFICATE

I hereby certify my understanding that access to Confidential and Sensitive Information is provided to me pursuant to the terms and restrictions of the **Protection of Confidential and Sensitive Information**, contained in Exhibit E between the Solano County Resource District and the Sacramento-San Joaquin Delta Conservancy (Grantor). I hereby agree to be bound by those terms and restrictions. I understand that all Confidential and Sensitive Information, as defined in the **Protection of Confidential and Sensitive Information**, and any notes or other memoranda, or any other form of information, electronic or otherwise that copies or discloses Confidential Information, shall not be disclosed to anyone other than in accordance with the **Exhibit E, Attachment 1**. I acknowledge that a violation of this certificate may result in termination of the Agreement and/or imposition of civil or criminal penalties.

Signed: 

Typed Name and Title: Christopher Rose, Executive Director

Representing (give name of Grantee/Affiliate): Solano RCD

Date: 8-15-17

**EXHIBIT F
GRANTEE CERTIFICATION CLAUSES****CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Grantee to the clause(s) listed below. This certification is made under the laws of the State of California.

Grantee Name (Printed):	Chris Rose	Federal ID Number:	68-0085528
By (Authorized Signature):	<i>Chris Rose</i>		
Printed Name and Title of Person Signing:	chris Rose		CRR
Date Executed:	4/15/2020	Executed in the County of:	Solano

GRANTEE CERTIFICATION CLAUSES**1. STATEMENT OF COMPLIANCE**

Grantee has, unless exempted, complied with the nondiscrimination program requirements (Gov. Code, § 12990 (a-f); CCR, tit. 2, § 11102). (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS

Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions.

- A.** Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- B.** Establish a Drug-Free Awareness Program to inform employees about:
 - i.** The dangers of drug abuse in the workplace.
 - ii.** The person's or organization's policy of maintaining a drug-free workplace.
 - iii.** Any available counseling, rehabilitation and employee assistance programs.
 - iv.** Penalties that may be imposed upon employees for drug abuse violations.
- C.** Provide that every employee who works on the proposed Agreement will:
 - i.** Receive a copy of the company's drug-free workplace policy statement.
 - ii.** Agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Grantee may be ineligible for award of any future State Agreements if the department determines that any of the following has occurred: the Grantee has made false certification, or violated the certification by failing to carry out the requirements as noted above (Gov. Code, § 8350 et seq.).

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

Grantee certifies that no more than one (1) final unappealable finding of contempt of court by a federal court has been issued against Grantee within the immediately preceding two (2)-year period because of Grantee's failure to comply with an order of a Federal court, which orders Grantee to comply with an order of the National Labor Relations Board (Pub. Contract Code, § 10296). (Not applicable to public entities.)

4. EXPATRIATE CORPORATIONS

Grantee hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code sections 10286 and 10286.1, and is eligible to contract with the State of California.

5. SWEATFREE CODE OF CONDUCT

A. All Grantees contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Grantee further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code section 6108.

B. The Grantee agrees to cooperate fully in providing reasonable access to the Grantee's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the Grantee's compliance with the requirements under paragraph (A).

6. DOMESTIC PARTNERS

For contracts of \$100,000 or more, Grantee certifies that Grantee is in compliance with Public Contract Code section 10295.3.

7. GENDER IDENTITY

For contracts of \$100,000 or more, Grantee certifies that Grantee is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST

Grantee needs to be aware of the following provisions regarding current or former state employees. If Grantee has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

A. Current State Employees (Pub. Contract Code, § 10410):

- i. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- ii. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

B. Former State Employees (Pub. Contract Code, § 10411):

- i. For the two (2)-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- ii. For the 12-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Grantee violates any provisions of above paragraphs, such action by Grantee shall render this Agreement void (Pub. Contract Code, § 10420).

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem (Pub. Contract Code, § 10430 (e)).

2. LABOR CODE/WORKERS' COMPENSATION

Grantee needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement (CLC, § 3700).

3. AMERICANS WITH DISABILITIES ACT

Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. § 12101 et seq.).

4. CONTRACTOR NAME CHANGE

An Amendment is required to change the Grantee's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the Amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said Amendment.

5. CORPORATE QUALIFICATION TO DO BUSINESS IN CALIFORNIA

- A.** When Agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- B.** "Doing business" is defined in Revenue and Taxation Code section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- C.** Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an Agreement, authorizing execution of the Agreement.

7. AIR OR WATER POLLUTION VIOLATION

Under the State laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to section 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD 204

This form must be completed by all Grantees that are not another state agency or other governmental entity.

EXHIBIT G
REPORTS

(QUARTERLY, ANNUAL AND FINAL REPORT REQUIREMENTS)

OVERVIEW

The Conservancy (Grantor) requires quarterly and annual progress reports to be submitted to the Grantor Project Manager. The current report template and report requirements can be found on the Conservancy's website, under the Proposition 1 Resources page:

<http://deltaconservancy.ca.gov/proposition-1-resources>.

EXHIBIT H
GRANTEE'S RELEASE

Instructions to Grantee:

Submit this form with final invoice(s) bearing original authorized signature.

Submission of Final Invoice

Pursuant to **Agreement number P01-1605** entered into between Grantor and the Grantee (identified below) the Grantee does acknowledge that final payment has been requested via **invoice number(s)** _____ in the **amount(s) of \$** _____ and **dated** _____. If necessary enter "See Attached" in the appropriate blocks and attach a list of invoice numbers dollar amounts and invoice dates.

Release of all Obligations

By signing this form, and upon receipt of the amount specified in the invoice number(s) referenced above, the Grantee does hereby release and discharge the State, its officers, agents and employees of and from any and all liabilities, obligations, claims, and demands whatsoever arising from the above referenced Agreement.

Repayments Due to Audit Exceptions / Record Retention

By signing this form, Grantee acknowledges that expenses authorized for reimbursement does not guarantee final allowance of said expenses. Grantee agrees that the amount of any sustained audit exceptions resulting from any subsequent audit made after final payment will be refunded to the State.

All expense and accounting records related to the above referenced Agreement must be maintained for audit purposes for no less than three years beyond the date of final payment, unless a longer term is stated in said Agreement.

Reminder to Return State Equipment/Property (If Applicable)

(Applies only if equipment was provided by the Grantor or purchased with or reimbursed by Agreement funds) Unless the Grantor has approved the continued use and possession of State equipment through the grant end date (as defined in the above referenced Agreement) or for use in connection with the another Grant agreement with the Grantor, Grantee agrees to promptly initiate arrangements to account for and return said equipment to the Grantor, if said equipment has not passed its useful life expectancy as defined in the above referenced Agreement.

Patents / Other Issues

By signing this form, Grantee further agrees, in connection with patent matters and with any claims that are not specifically released as set forth above, that it will comply with all of the provisions contained in the above referenced Agreement, including, but not limited to, those provisions relating to notification to the State and related to the defense or prosecution of litigation.

SIGN AND DATE THIS DOCUMENT ONLY WHEN ATTACHING TO FINAL INVOICE

Grantee's Legal Name (as on Agreement): _____

Signature of Grantee or Official Designee: _____

Date: _____

Printed Name/Title of Person Signing: _____

EXHIBIT I POSTCONSUMER-CONTENT CERTIFICATION

STATE AGENCY BUY RECYCLED CAMPAIGN (SABRC)

The State of California is required to purchase recycled-content products rather than non-recycled products whenever price, quality, and availability are comparable. Furthermore, each State agency is required to purchase recycled-content products in sufficient quantities to ensure that mandated recycled-content product procurement goals are attained within 11 product categories. These 11 product categories and their respective minimum recycled-content requirements are outlined below.

In order to help State agencies identify all reportable purchases and all reportable recycled-content product purchases, product suppliers are mandated by the California Public Contract Codes to certify the minimum, if not the exact recycled content, both secondary and post-consumer material, of all the products, materials, goods, and supplies offered or sold to the State. State agencies are also required to obtain this information from all Contractors. Collectively, these mandates are referred to as the [State Agency Buy Recycled Campaign \(SABRC\)](#).

Please note, only materials purchased with funds from this Agreement are reportable.

Regardless of the recycled content, or even if the product has no recycled content, the supplier must indicate that on the certification form or through some other form of written certification.

The 11 reportable product categories are described on the next page.

For further information regarding the specific details on these categories, go to the following webpage www.calrecycle.ca.gov/BuyRecycled/StateAgency/Requires.

FOOTNOTE:

1. "Postconsumer recycled-content material" is defined as products that were bought, used, and recycled by consumers. For example, a newspaper that has been purchased, recycled, and used to make another product would be considered postconsumer material.
2. "Product category" refers to one of the categories listed below, into which the reportable purchase is best placed.
3. If the product does not belong in any of the product categories, enter "N/A." Common "N/A" products include wood products, natural textiles, aggregate, concrete, and electronics such as computers, TV, software on a disk or CD, and telephones.
4. Reused or refurbished products, there is no minimum content requirement. (PCC, § 12209 (I)).

Code	Product Categories	Product Examples <i>Examples are inclusive but are not limited to the individual product.</i>	Minimum Postconsumer Content Requirement
1	Paper Products	Paper janitorial supplies, cartons, wrapping, packaging, file folders, and hanging files, building insulation and panels, corrugated boxes, tissue, and toweling.	30 percent by fiber weight postconsumer fiber.
2	Printing and Writing Papers	Copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications.	30 percent by fiber weight postconsumer fiber.
3	Mulch, Compost, and Co-compost Products	Soil amendments, erosion controls, soil toppings, ground covers, weed suppressants, and organic materials used for water conservation; yard trimmings and wood byproducts that are separated from the municipal solid waste stream or other source of organic materials such as biosolids or other comparable substitutes such as livestock, horse, or other animal manure, food residues or fish processing byproducts; mechanical breakdown of materials.	80 percent recovered material that would otherwise be normally disposed of in a landfill.
4	Glass Products	Windows, test tubes, beakers, laboratory or hospital supplies, fiberglass (insulation), reflective beads, tiles, construction blocks, desktop accessories, flat glass sheets, loose-grain abrasives, deburring media, liquid filter media, and containers.	10 percent postconsumer, by weight.
5	Lubricating Oils	Intended for use in a crankcase, transmission, engine, power steering, gearbox, differential chainsaw, transformer dielectric, fluid, cutting, hydraulic, industrial, or automobile, bus, truck, vessel, plane, train, heavy equipment, or machinery powered by an internal combustion engine.	70 percent re-refined base oil.
6a	Plastic Products	Printer or duplication cartridges, diskette, carpet, office products, plastic lumber, buckets, wastebaskets, containers, benches, tables, fencing, clothing, mats, packaging, signs, posts, binders, sheet, buckets, building products, garden hose, and trays.	10 percent postconsumer, by weight.
6b	Printer or Duplication Cartridges		a. Have 10 percent postconsumer material, or b. Are purchased as remanufactured, or c. Are backed by a vendor-offered program that will take back the printer cartridge after their useful life and ensure that the cartridge is recycled and comply with the definition of recycled as set forth in Public Contract Code section 12156.
7	Paint	Water-based paint, graffiti abatement, interior and exterior, and maintenance.	50 percent postconsumer paint (exceptions when 50 percent postconsumer content is not available or is restricted by a local air quality management district, then 10 percent postconsumer content may be substituted).
8	Antifreeze	Recycled antifreeze, and antifreeze containing a bittering agent or made from polypropylene or other similar non-toxic substance.	70 percent postconsumer material.
9	Tires	Truck and bus tires, and those used on fleet vehicles and passenger cars.	Retreaded: Must use an existing casing that has undergone retreading or recapping process in accordance with Public Resource Code (commencing with section 42400).
10	Tire- Derived Products	Flooring, mats, wheelchair ramps, playground cover, parking bumpers, bullet traps, hoses, bumpers, truck bed liners, pads, walkways, tree ties, road surfacing, wheel chocks, rollers, traffic control products, mud flaps, and posts.	50 percent recycled used tires.
11	Metal	Staplers, paper clips, steel furniture, desks, pedestals, scissors, jacks, rebar, pipe, plumbing fixtures, chairs, ladders, file cabinets, shelving, containers, lockers, sheet metal, girders, building and construction products, bridges, braces, nails, and screws.	10 percent postconsumer material, by weight.
For additional information, please visit www.calrecycle.ca.gov/BuyRecycled/StateAgency/ .			

RECYCLED CONTENT CERTIFICATION FORM

This form must be completed, signed, and returned by vendor, bidder, Contractor and/or the Grantee. **State law requires** any and all recycled content of a product to be disclosed to the State by the manufacturer or supplier of the product. If a product contains no recycled content, either post-consumer or secondary material, the vendor/bidder/Contractor/Grantee shall so certify.

BRAND	DESCRIPTION	PERCENT RECYCLED BY WEIGHT (See below)		PRODUCT CODE (See previous page)	TOTAL DOLLAR AMOUNT
		POST CONSUMER (1)	TOTAL RECYCLED CONTENT (2)		
None					

POST CONSUMER (1) materials are defined as only those materials that have been disposed of as a solid waste at the completion of their life cycle. Secondary material (i.e., manufacturing waste) **should not** be counted in this percentage. The post-consumer content is usually the second percentage in the description of the item's recycled content. (See example below.)

TOTAL RECYCLED CONTENT (2) is the sum total of **ALL** recycled content in the item including both secondary and post-consumer materials. Usually this percentage is shown as the first percentage in a recycled content description such as "Carton contains 100 percent recycled fiber, and 40 percent post-consumer fiber." In this example, the "100 percent" is the TOTAL recycled content and the "40 percent" is the POST CONSUMER recycled content.

Pursuant to Public Contract Code 12205(a)(1), I certify under penalty of perjury under the laws of the State of California that the above information is true and correct.

Grantee Signature:	<i>Chris Rose</i>
Printed Name:	Chris Rose
Date:	4/15/2020
Agreement Number:	Prop 1-1605, Amendment 2
Reporting Period:	Agreement Term

To be completed by the Grantee and returned to:

Sacramento-San Joaquin Delta Conservancy
ATTN: Contract/Grant Analyst
1450 Halyard Drive, Suite 6
West Sacramento, CA 95691

Certificate Of Completion

Envelope Id: 38F81E6921AC4AEEAF3C1A9C925AEFB1

Status: Completed

Subject: Please DocuSign: Prop 1-1605 A2_Agreement_4-15-20.pdf

Source Envelope:

Document Pages: 41

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

Aleesah Herup

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Envelopeld Stamping: Enabled

Sacramento, CA 95814

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Aleesah.Herup@deltaconservancy.ca.gov

IP Address: 136.200.53.16

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4/15/2020 12:54:22 PM

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Signer Events

Signature

Timestamp

Chris Rose

Chris.Rose@solanorcd.org

CRR

Chris Rose

Security Level: Email, Account Authentication
(None)

Chris Rose

Signature Adoption: Pre-selected Style
Using IP Address: 76.14.161.170

Sent: 4/15/2020 1:03:34 PM

Viewed: 4/15/2020 1:04:24 PM

Signed: 4/15/2020 1:35:00 PM

Electronic Record and Signature Disclosure:

Accepted: 4/15/2020 1:33:48 PM

ID: 781eab42-0abb-49c3-be2b-e388214ecd3d

Campbell Ingram

campbell.ingram@deltaconservancy.ca.gov

Delta Conservancy

Security Level: Email, Account Authentication
(None)

Campbell Ingram

Signature Adoption: Pre-selected Style
Using IP Address: 99.45.17.88

Sent: 4/15/2020 1:35:01 PM

Viewed: 4/15/2020 3:07:38 PM

Signed: 4/15/2020 3:08:06 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

4/15/2020 1:35:01 PM

Certified Delivered

Security Checked

4/15/2020 3:07:39 PM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	4/15/2020 3:08:06 PM
Completed	Security Checked	4/15/2020 3:08:06 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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California Natural Resources Agency
1416 9th St, Room 1311
Sacramento, CA 95814

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- ii. send us an e-mail to dldavis@water.ca.gov and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	<ul style="list-style-type: none"> • Allow per session cookies • Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection
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** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

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