



State of California - Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
<http://www.wildlife.ca.gov>

EDMUND G. BROWN JR., Governor
CHARLTON H. BONHAM, Director



July 1, 2016

Steve Kohlmann
Solano Land Trust
1001 Texas St., Ste. C
Fairfield, CA 94533

Agreement #: P1596027 00
Project: RUSH RANCH LOWER SPRING BRANCH CREEK AND SUISUN HILL
HOLLOW TIDAL CONNECTIONS PROJECT

Enclosed is one (1) fully executed copy of the Agreement.

Please refer to the Agreement number when communicating with our office.

Questions concerning the services to be performed under this Agreement should be directed to the Grant Manager, Adam Ballard at (916) 445-0075.

Sincerely,

Gabriela Gabourel
Contract Analyst

Enclosure(s)

c: File

Claims

WRGB, Adam Ballard

WB, Keng Saefong

Conserving California's Wildlife Since 1870

1. Deputy Director/Regional Manager/Branch Chief Signature: <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 30%;"> <small>helen.blr@wildlife.ca.gov</small> <small>helen.blr@wildlife.ca.gov</small> <small>6/20/16 10:22:02</small> </div> <div style="width: 30%; text-align: center;"> Helen Blrss Printed Name </div> <div style="width: 30%; text-align: right;"> 6/20/16 Date </div> </div>			
SIGNATURE <small>** This signature certifies that all of the following information is accurate and that this grant complies with all current Federal, State, CDFW, laws, regulations or policies, and expenditures are appropriate for the associated funding.</small>			
2. Agreement Number: P1596027	3. CDFW Program Name: Watershed Restoration Grants Branch	4. Grant Program Name: Delta Water Quality & Ecosystem Restoration Grant Program	
5. Statutory Grant Authority: California Water Code Sec. 79738, Fish and Game Code Sec. 1501.5 (b)			6. Agency Billing Code: 28398
7. Statutory Justification: (Explain how the activity funded by the grant falls under the statutory authority provided) <p>The objectives are to increase hydrologic and hydraulic connectivity between upland, fluvial, and estuarine habitat to restore a natural form and function to the creeks and estuarine systems. It will also reduce abundance of invasive plants, maintain habitat for special-status species that currently use the site or have potential to use the site. These objectives of the Project complies with FGC 1501.5(b), CWC 79738 by focusing on water quality, ecosystem restoration, and fish protection facilities that benefit the Delta.</p>			
8. Solicitation Method: 2015-2016 Proposal Solicitation Notice		9. Public Notice Dates: August 5, 2015	
10. Project Title: Rush Ranch Lower Spring Branch Creek and Suisun Hill Hollow Tidal Connections Project			11. Project Location : (County) 98 Various / Multiple
12. Grant Term: Start Date June 30, 2016		End Date Or Upon Approval December 31, 2019	13. Grant Amount: \$839,449.00
14. Payment Terms: (In arrears) <input checked="" type="checkbox"/> Itemized Invoice <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Annual <input type="checkbox"/> One Time Payment			
15. Grantee Name: Solano Land Trust			
16. FEIN: 94-3015363		17. Vendor Number: 50000-00	
18. Grantee Organization Type: <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> Public Entity <input type="checkbox"/> Indian Tribe			
19. Grantee Signatory Office Address: Name, Title Steve Kohlmann, PhD, Stewardship Director Street 1001 Texas Street, Suite C City Fairfield State CA Zip 94533 Phone Number: (707) 709-9028 Ext. Fax Number:		20. Grantee Point of Contact Address: (If different) Name, Title Street City State Zip Phone Number: Ext. Fax Number:	
Email Address:		Email Address:	
21. Project Statement: (Why is this project necessary?) <p>The primary purpose of the project is to remove barriers to estuarine transgression in order to allow habitats to move up the drainage gradient as sea level rises. The project will restore tidal flow from Suisun Marsh to two braided creeks which have headwaters in the Potrero Hills. The project will remove berm and berm barriers along waterways in order to reinitiate the exchange of flows, sediment, nutrients, and wildlife. Non-native species will be removed and native plants will be established within the tidal and seasonal wetlands and the upland to wetland transition zones. The Suisun Hill Hollow portion of the project will also involve fencing of the creek to exclude cattle and the installation of off-channel water sources for livestock. Grazing Infrastructure Improvements will allow cattle to perform the vegetation management function historically provided by native ungulates.</p>			
22. Project Objectives: (What is the expected result of the project?) <p>Project objectives are to develop final design and acquire necessary permits, increase hydrologic and hydraulic connectivity between upland, fluvial, and estuarine habitat, reconnect the creek to its floodplain and facilitate the establishment of natural fluvial processes, restore natural form and function to the creeks and estuarine systems and enhance habitat for special-status species that currently use the site or have potential to use the site.</p>			

Agreement Number: P1596027			
23. CDFW Grant Coordinator: (Administrative Questions) Keng Saefong		24. CDFW Grant Manager: (Technical Questions) Adam Ballard	
Phone Number: (916) 445-5350	Fax Number:	Phone Number: (916) 445-0075	Fax Number:
Email Address: Keng.Saefong@wildlife.ca.gov		Email Address : Adam.Ballard@wildlife.ca.gov	

25. Coding Information: (Attach Additional Pages, if necessary)				Object Code 702
Fiscal Year	Index	PCA	Project Code	Amount
2015/16	4690	90806		\$ 839,449.00
				\$
				\$
				\$
				\$
Total Agreement Amount				\$ 839,449.00




Is this agreement funded by any receivable agreement? ☐ Yes ☒ No


If yes, Provide Receivable Agreement Number _____ and Term Date: Start _____ End _____

Provide Receivable Agreement Number _____ and Term Date: Start _____ End _____

If yes, is the receivable agreement funded with Federal dollars? ☐ Yes ☒ No

OBTAIN ALL SIGNATURES BELOW, PRIOR TO SUBMITTING TO PGS FOR PROCESSING

SIGNATURE	PRINTED NAME	DATE
26. Program Administrative Officer:  Rattanasamay, Sarah@Wildlife	Sarah Rattanasamay	6/14/2016
27. Grant Administrator: (Federal Assistance Section), if applicable 		
28. Budget Analyst:  6/21/16		(Consult Fund Coordinator?) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Arthur Temblador

29. ENCUMBRANCE STRIP: (Attach Additional Pages, if necessary)						
FUND TITLE	ITEM (Org. Code- Fund - Ref # - Program)	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES	
Proposition 1	3600-101-6083-20	2015/16	10	2015	\$ 839,449.00	
					\$	
					\$	
					\$	
I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.				AGREEMENT TOTAL	\$ 839,449.00	
				AMOUNT ENCUMBERED BY THIS DOCUMENT		839,449.00
				PRIOR AMOUNT ENCUMBERED FOR THIS DOCUMENT		0.00
				TOTAL AMOUNT ENCUMBERED TO DATE		839,449.00
ACCOUNTING OFFICER'S SIGNATURE: 		Date Signed JUN 23 2016				



State of California - Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
1416 9th Street
Sacramento, CA 95814
www.wildlife.ca.gov

EDMUND G. BROWN JR., Governor
CHARLTON H. BONHAM, Director



DELTA WATER QUALITY AND ECOSYSTEM RESTORATION GRANT PROGRAM GRANT AGREEMENT NUMBER P1596027

GRANTOR: State of California, acting by and through (Grantor)
The California Department of Fish and Wildlife
P.O. Box 944209
Sacramento, CA 94244-2090

GRANTEE: Solano Land Trust (Grantee)
1001 Texas Street, Suite C
Fairfield, CA 94533

SECTION 1 – LEGAL BASIS OF AWARD

The California Department of Fish and Wildlife (CDFW) developed the Delta Water Quality and Ecosystem Restoration Grant Program 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 Section 79738, authorizing the Legislature to appropriate funds to CDFW to fund multi-benefit ecosystem restoration projects that benefit the Delta.

Pursuant to California Water Code Section 79738 and Fish and Game Code Section 1501.5(b), 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 this Agreement. Accordingly, the parties hereby agree as follows:

SECTION 2 – GRANT AWARD

Grant: In accordance with the terms and conditions of this Agreement, Grantor shall provide Grantee with a maximum of **\$839,449.00** to financially support and assist Grantee's implementation of the **Rush Ranch Lower Spring Branch Creek and Suisun Hill Hollow Tidal Connections Project**.

Term: The term of this agreement is **June 30, 2016**, or upon Grantor approval, whichever is later, through **December 31, 2019**.

SECTION 3 – USES OF GRANT

Eligible Uses of Grant: Grantee's use of the Grant monies is limited to those expenditures necessary to implement the Project and that are eligible under applicable federal and State of California law. Furthermore, Grantee's

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expenditure of Grant moneys must be in accordance with the Project budget and narrative (the "Budget") set forth within this Agreement. Grantee may not transfer Grant moneys between or among Budget line items without written approval from CDFW Grant Manager.

SECTION 4 – GRANTEE’S REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants to Grantor as follows:

- 4.01 Existence and Power:** Grantee is a **Nonprofit** 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.
- 4.02 Binding Obligation:** This Agreement has been duly authorized, executed, and delivered on behalf of Grantee and constitutes the legal, valid, and binding obligation of Grantee, enforceable in accordance with its terms.

SECTION 5 – GRANTEE’S AGREEMENTS

- 5.01 Purpose:** This Agreement is entered into by the parties for the purpose of providing financial support to Grantee to complete the activities identified within Section 6, Project Statement.
- 5.02 Project Statement:** Grantee shall complete activities as set forth in Section 6, Project Statement. Changes to Section 6 shall be submitted to the CDFW Grant Manager for prior approval and may be made only as provided in Exhibit 1.b of this Agreement, which is attached hereto and made a part of this Agreement.
- 5.03 Use of Project Funds:** Grantee shall use the funds provided by this Agreement for the provision of activities described in Section 6, Project Statement, and shall expend these funds in accordance with the budget shown in Section 8, Expenditure Summary. Any changes in the program’s budget shall be submitted to the Grantor for approval prior to any change taking place (refer to Section 8.02, Budget Modifications).
- 5.04 Payment Schedule:** Payments shall be made to Grantee according to the payment and report schedule identified in Section 8, Budget.
- 5.05 Eligibility of Funds:** In the event that the California Budget Act does not provide sufficient appropriations to allow Grantor to fund the Project at the level initially agreed, the Grantor reserves the right to modify this Agreement to reflect a reduction in available funds, as an alternative to termination.

- 5.06 Submission of Reports:** Grantee shall submit progress reports in accordance with the schedule in Section 7, Reports. Reports shall be submitted in the format prescribed by the Grantor, as identified in Section 7, Reports, and shall address the activities outlined in Section 6, Project Statement. Failure to submit timely and accurate reports shall be considered evidence of non-compliance with this Agreement and shall permit termination of the Agreement by the Grantor.
- 5.07 General Terms and Conditions:** Non-Public Entities General Grant Provisions is attached hereto and made a part of this Agreement (Exhibit 1.b).
- 5.08 Amendments:** Any request for an amendment by the Grantee must be submitted to the CDFW Grant Manager no later than 120 days prior to the close of the grant. Request must include explanation and justification for amendment.
- 5.09 Acknowledgement of Credit:** Grantee shall include signage, to the extent practicable, informing the public that the project received funds through the California Department of Fish and Wildlife from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1, CWC §79707[g]). In addition, the Grantee shall include appropriate acknowledgement of credit to the Delta Water Quality and Ecosystem Restoration Grant Program and its implementing agency, the California Department of Fish and Wildlife, for its financial support when using any data and/or information developed under this Agreement (e.g., in posters, reports, publications, presentations).

SECTION 6 – PROJECT STATEMENT

- 6.01 Introduction:** To further the goals of Proposition 1, CDFW is entering into an Agreement with Solano Land Trust (SLT) to provide funding for the Rush Ranch Lower Spring Branch Creek and Suisun Hill Hollow Tidal Connections Project.

The primary purpose of the project is to remove barriers to estuarine transgression in order to allow habitats to move up the drainage gradient as sea level rises. The project will restore tidal flow from Suisun Marsh to two braided creeks which have headwaters in the Potrero Hills. The project will remove berm and berm barriers along waterways in order to reinitiate the exchange of flows, sediment, nutrients, and wildlife. Non-native species will be removed and native plants will be established within the tidal and seasonal wetlands and the upland to wetland transition zones. The Suisun Hill Hollow portion of the project will also involve fencing of the creek to exclude cattle and the installation of off-channel water sources for livestock. Grazing infrastructure improvements will allow cattle to perform the vegetation management function historically provided

by native ungulates. Recreational and educational public access within the project site will be supported through the installation of low-impact trails. The Project fulfills the goal of many local and regional programs to restore portions of Suisun Marsh to tidal flow, connect the uplands to the marsh, enhance fish habitat and food web productivity, and enhance rare plant habitat.

The Project is located within Rush Ranch in Solano County, a property owned and operated by SLT. While much of Suisun Marsh has been leveed and managed as habitat for migrating waterfowl, a large part of Rush Ranch remained a biologically diverse free-flowing tidal marsh. A unique remnant of historical conditions, the estuarine area of Rush Ranch is studied as a reference site for marsh restoration and to gain insight into climate change and sea level rise.

6.02 Project Objectives: Project objectives are:

- Develop final design and acquire necessary permits.
- Increase hydrologic and hydraulic connectivity between upland, fluvial, and estuarine habitat.
- Reconnect the creek to its floodplain and facilitate the establishment of natural fluvial processes.
- Restore natural form and function to the creeks and estuarine systems.
 - Restore approximately 5 acres of seasonal wetland in Suisun Hill Hollow.
 - Restore approximately 15 acres of tidal wetland in Lower Spring Branch Creek.
- Reduce the abundance of invasive, non-native plant species.
- Increase the relative cover of native and special-status plants in tidal marsh and seasonal wetlands.
- Maintain and enhance habitat for special-status species that currently use the site or have potential to use the site.
- Maintain and enhance existing public and educational use.
- Accommodate cattle rotation between pastures and limit cattle access to project site.

6.03 Project Description:

6.03.1 Location: The project is located in northwestern Suisun Marsh, Solano County, in section 12, township 4 north, range 2 west; section 1, township 4 north, range 2 west; section 7, township 4 north, range 1 west; and section 6, township 4 north, range 1 west of the Fairfield South USGS quadrangle. Abutting the Potrero Hills,

the 2,070-acre Rush Ranch is characterized by a diversity of tidal wetland habitats ranging from reference conditions to diked, truncated channels connected to managed waterfowl ponds. The two project sites comprise fluvial drainages connecting uplands with the marsh. Suisun Hill Hollow originates at the base of Suisun Hill near a seasonal spring and merges into a broad fluvial depression/seasonal wetland modified by humans before entering Goat Island marsh. Lower Spring Branch provides the upland transition to First Mallard Slough, a dendritic network of channels that retain connectivity with vegetated intertidal marsh. Rush Ranch is designated as a part of the San Francisco Bay National Estuarine Research Reserve (SF Bay NERR).

Lower Spring Branch Creek Project Site: 38°12'22.56"N 122° 0'57.57"W (Eastern project site boundary at Grizzly Island Road).

Suisun Hill Hollow Project Site: 38°12'57.72"N 122° 1'22.68"W (Eastern project site boundary at Grizzly Island Road).

6.03.2 Site Access: The Grantee shall permit Grantor and its respective members, officers, employees, agents and representatives, to access the Property at least once every twelve months from the date of Grantor's Notice to Proceed through the end of the Project Life (25 years) for purposes of inspections and monitoring. Such access shall be at times reasonably acceptable to the Landowner and the requester following written or verbal request to the Grantee.

6.03.3 Project Set Up: SLT will administer the project and provide overall project management. SLT's Stewardship Director will be the project lead and oversee all grant and permit-related requirements, contract with consultants and contractors, and develop a schedule for the project. The Stewardship Director will also gather all monitoring and as-built data and provide reporting to the Grantor as specified in sections 6.03.5, 6.03.7, and 7. SLT staff will be the field stewards for volunteer coordination and oversight, weed control, oversight during installation of grazing infrastructure, and infrastructure maintenance. SLT has a dedicated business services manager who will manage all fiscal services needed for this project.

Subcontractors will fulfill and/or support permitting, design, project construction, construction oversight, monitoring, data analysis, and adaptive management. Grantee will hire a subcontractor to serve as Project Engineer and provide final designs, design the low impact trail, assist with preparation of permit applications, and assist with selection of the Construction Contractor. Grantee will hire a construction subcontractor to carry out all of the earthwork associated with project construction, including excavation and soil

hauling, installation of the low impact trails and cattle infrastructure (i.e., three water troughs on gravel or concrete pads and two water storage tanks and associated pads), and repair and installation of barbed wire fencing.

Siegel Environmental will provide final design review, ecological consulting for permit applications, hydrologic monitoring, technical assistance and on-the-ground supervision of channel excavation and perennial pepperweed removal, preparation of Revegetation and Project Monitoring Plans, data evaluation, and adaptive management assistance. Sequoia Environmental will provide construction biological monitoring per permit requirements. Solano Archaeological Services will provide cultural resource monitoring during project construction, consistent with U.S. Army Corps of Engineers (USACE) permit conditions.

In-kind volunteer planting services will be utilized for the revegetation work. In-kind services for biological monitoring of ecosystem response to project implementation will be provided by the SF Bay NERR.

6.03.4 Materials and Equipment: Materials to be acquired as part of this Agreement include revegetation supplies (e.g., nursery plants) and aerial imagery. Components of the cattle infrastructure will be included in the respective subcontracts for fencing projects. The Grantee will provide vehicles and supplies for installation and maintenance activities, weed control supplies, signage and media, and seed supply for revegetation activities.

6.03.5 Project Implementation: Grantee will complete the following tasks as outlined and as proposed during the Fiscal Year 2015-16 Proposition 1 Restoration Grant Programs solicitation process. Complete proposal package is located with Grantor Watershed Restoration Grants Branch staff at: 1700 9th Street, Sacramento, California.

Task 1 Project Management and Administration

Grantee shall provide all technical and administrative services associated with performing and completing the work for this project.

Technical and administrative duties shall include project management; budgeting; scheduling; coordination; crew supervision; report preparation; grant and subcontract management; invoicing; equipment maintenance; data collection, storage, and analysis; and all other responsibilities that may be necessary to complete the Scope of Work specified in this Agreement. The Grantee's Project Manager shall promptly notify

the CDFW Grant Manager of events or proposed changes that could affect the Scope of Work, budget, or schedule of work performed under this Agreement.

Project management shall include developing, finalizing, and executing subcontracts; setting up and maintaining financial accounts; reviewing and approving subcontractor invoices; processing payments; technical oversight; preparation of quarterly and annual technical reports; and holding and attending project-related meetings.

Subtask 1.1 – Project Reporting and Deliverables

Grantee shall prepare and submit Quarterly Progress Reports, a Draft and Final Project Report, and all other grant deliverables to the CDFW Grant Manager as scheduled in Section 6.03.7 and specified in Section 7.

Subtask 1.2 - Quarterly Invoices

Grantee shall prepare and submit Quarterly Invoices to the CDFW Grant Manager using instructions detailed in Section 8.03, Payment Provisions.

Subtask 1.3 – Subcontractor Selection

The Grantee may award subcontracts, as necessary (e.g., Project Engineer and Construction Contractor), to qualified consultants or other agencies. The Grantee shall select subcontractors by a process that complies with applicable State and federal regulations and prepare a legally enforceable contract between the Grantee and the selected subcontractors. The contract shall describe the Scope of Work and the products expected for each subcontractor. The Grantee shall submit the subcontract to the CDFW Grant Manager for review and inclusion into the grant file. Subcontractor activities will be documented in the Quarterly Progress Reports.

Subtask 1.4 – Data Management

Data management activities will be coordinated by the Project Manager. Grantee shall be responsible for verifying the quality of the data in accordance with applicable Quality Assurance/Quality Control guidelines. Grantee shall prepare and submit to the Grant Manager all data generated by the project. Geospatial data will be delivered in an industry-standard spatial data format (ESRI-readable) where applicable and documented with metadata in accordance with the CDFW Minimum Data Standards (<http://www.dfg.ca.gov/biogeodata/bios/metadata.asp>).

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Grantee shall upload project data (e.g., project proponent, project name, location, pertinent dates, activity type, and habitat types and amounts) to EcoAtlas (<http://www.ecoatlas.org/>).

Species occurrence data collected by the project will be submitted to the California Natural Diversity Database or California Native Plant Society, as appropriate.

Water quality data generated by the project will be collected in a manner that is compatible and consistent with the California Environmental Data Exchange Network (CEDEN, <http://www.ceden.org/>). The Grantee shall upload relevant data to CEDEN and provide a receipt of successful data submission, generated by CEDEN, to the Grant Manager prior to submitting a final invoice.

Task 2 Project Development

The Solano County Planning Commission adopted the Mitigated Negative Declaration and Mitigation Monitoring Plan for the project in January 2016 (Resolution No. 4634). Concept level of design (30%) for the project has been completed. The Grantee will conduct required permitting, planning and design to develop 100% design for construction of the project.

Subtask 2.1 – Environmental Compliance and Permitting

Grantee shall address and document compliance with the California Environmental Quality Act (CEQA) and all relevant permits for this project.

Grantee shall obtain all permits and approvals required to implement this project. Required permitting will include, but may not be limited to:

- USACE Section 404 permit
- Federal Endangered Species Act
- Regional Water Quality Control Board Section 401 Certification
- San Francisco Bay Conservation and Development Commission (BCDC) approval
- CDFW Streambed Alteration Agreement
- Solano County Grading Permit

Grantee, in collaboration with the Project's CEQA lead agency (Solano County), shall develop necessary documentation for submittal of a written Certification of Consistency with detailed

findings demonstrating that the project is consistent with the Delta Plan to the Delta Stewardship Council (<http://deltacouncil.ca.gov/covered-actions>). Grantee shall work with the Project's CEQA lead agency to ensure timely completion of the certification of consistency process. Implementation of the covered action may not proceed until the appeals process is complete.

Subtask 2.2 – 30 Percent Complete Design Plans

Concept level of design (30%) for the project was completed using funding received from the State Coastal Conservancy. Grantee shall submit the 30% complete design plans for CDFW engineering staff review and comment. CDFW engineering staff will be given up to a 30-calendar-day review period or a longer period as may be mutually agreed upon and must approve the design plans before work may continue. Please refer to Section 6.03.8, Compliance, for additional requirements.

Subtask 2.3 – 60 Percent Complete Design Plans

Grantee shall develop and submit 60% complete design plans for construction of the project. The engineering drawings and technical specifications will be prepared at a 60% completion level for CDFW engineering staff review and comment. CDFW engineering staff will be given up to a 30-calendar-day review period or a longer period as may be mutually agreed upon and must approve the design plans before work may continue. The deliverables for this task also include an evaluation of the estimated construction costs for the project based on 60% design plans as they relate to the construction costs identified in the Project budget (Section 8.01, Line Item Budget Detail). Please refer to Section 6.03.8, Compliance, for additional requirements.

Subtask 2.4 – 100 Percent Complete Final Design

The Grantee will develop and submit 100% complete final design documents for construction of the project for CDFW engineering staff review and comment. CDFW engineering staff will be given up to a 30-calendar-day review period or a longer period as may be mutually agreed upon and must approve the design plans before work may continue. The 100% complete engineering drawings, technical specifications, and contract documents will be prepared incorporating CDFW engineering staff review comments received on the 60% submittal.

Grantee shall submit one (1) hard copy of half-size drawing sets and the electronic file, one (1) hard copy and the electronic file of technical specifications and contract documents, and one (1) hard copy and the electronic file of the estimate of construction costs for the 100% complete final designs to CDFW Grant Manager.

Subtask 2.5 – Revegetation Plan

Siegel Environmental will create a Revegetation Plan for the project. The Revegetation Plan will include drawings and maps of areas to be replanted, plants to be used, source of plant stock, weed control methods and targets, soil treatments, and irrigation specifications. The Revegetation Plan will also include a section that describes how revegetation success will be determined and the remedial measures that will be taken in the event that plantings fail or other impediments are identified. Additional specifications relevant to associated monitoring activities will be included in the Project Monitoring Plan (Subtask 2.6).

Subtask 2.6 – Project Monitoring Plan

Siegel Environmental will create a Project Monitoring Plan that is consistent with pre-construction and construction monitoring requirements specified in the CEQA document and final permits, and produces information necessary to evaluate progress towards achieving the project's objectives. Monitoring will be consistent with ongoing regional and programmatic monitoring, as applicable. Monitoring will characterize native plant revegetation success, invasive species occurrence, infrastructure condition, wildlife species occurrence; and, hydrologic, geomorphic and biological responses to project implementation. The Project Monitoring Plan will specify sites to be monitored, the frequency of monitoring, the entity(ies) responsible for each monitoring component, and other information as appropriate.

Task 3 Project Construction

Project construction activities will be completed in accordance with the final planning and designs completed through Task 2. The Grantee will perform the following subtasks and provide construction documentation including, but not limited to, photographs and site visits by the CDFW Grant Manager pre-, during, and post-construction.

Subtask 3.1 – Remove Existing Cross-channel Berms, Side Berms, and an Old Roadway; and Construct New Tidal Channel and Other Project Features

Under the direction of Siegel Environmental and the Project Engineer, the Construction Contractor will conduct excavations and earthmoving to construct the project in accordance with the environmental compliance requirements and design plans created under this Agreement. Post-construction measurements will be collected and form the basis for as-built reporting and baseline conditions. Removed soil will be stored at a parking lot site at the

Rush Ranch headquarters for future use at the nearby Hill Slough restoration project.

Subtask 3.2 – Remove Existing Stands of Perennial Pepperweed

Under the direction of SLT staff, Siegel Environmental, and the Project Engineer, the Construction Contractor will remove existing stands of perennial pepperweed from the project site. The root masses will be completely extracted and disposed of in a manner that prevents re-establishment at the project site.

Subtask 3.3 – Revegetation

Revegetation will take place at seasonally appropriate times the first season after earthwork is complete. Details of planting schedules will be specified in the Revegetation Plan (see Subtask 2.5). In accordance with the Revegetation Plan, remedial measures (e.g., replanting) will be taken, where necessary, to achieve the desired survival rate and areal coverage. Weed control will be implemented consistent with the methods and targets identified in the Revegetation Plan.

Subtask 3.4 – Construct Low Impact Trails

The Construction Contractor will construct the low impact trails, as designed in Task 2, following all excavation actions.

Subtask 3.5 – Install Grazing Infrastructure

Grazing infrastructure will be installed by the Construction Contractor in the pastures above and below Suisun Hill Hollow. The infrastructure will include three water troughs on gravel or concrete pads and two water storage tanks, 5,000-gallon each, on pads. The Construction Contractor will install the pads and piping for all items and SLT staff will hook up the items.

Grazing fence repairs and a total of approximately 10,000 feet of new fencing will be installed by the Construction Contractor. Segments of 5-strand barbed wire fence will be installed at Lower Spring Branch Creek to fully enclose the riparian area. New fencing will be installed along the north side of Suisun Hill Hollow project site to fully enclose the riparian area. Both sites will have pedestrian and cattle gates installed at the new crossing area.

Task 4 Implementation and Effectiveness Monitoring

The Grantee will implement monitoring as specified in the Project Monitoring Plan. Monitoring will be consistent with permit requirements, SLT's standard monitoring, and other ongoing monitoring activities in the region, as applicable. The monitoring will include, but may not be limited to, the following actions:

- Permanent cross sections and long profiles will assess geomorphic changes
- Vegetation surveys using stratified-random plot and transect methods to detect a 20% change in invasive and native species cover or abundance within the grant term
- Occurrence information for the salt marsh harvest mouse and the Suisun shrew collected by CDFW or research organization (within grant term)
- Conduct special-status bird species surveys (within grant term), in collaboration with USGS, Audubon and volunteers
- Population demographic monitoring for special-status vegetation communities (within grant term)
- Ongoing visual inspection public infrastructure (within grant term and beyond)
- Ongoing visual inspection of fence lines (within grant term and beyond)
- Photo monitoring of site and vegetation characteristics (within grant term and beyond)
- Remote Sensing (UAS, Satellite, Aerial Imagery) to assess vegetation dynamics, change, and biological invasion (within grant term and beyond)

Task 5 Site Maintenance

Management actions, including site maintenance activities, will be conducted consistent with the Rush Ranch Management Plan (SLT 2014). Grantee will conduct infrastructure and restoration maintenance of the entire project site during the grant period. SLT staff will monitor function and condition of the grazing infrastructure at least weekly and all fencing at least monthly. Grazing operator at the site will assist with maintenance and monitoring of fencing and infrastructure. SLT staff and/or subcontractors will implement other remedial measures as necessary.

6.03.6 Long-Term Maintenance: Grantee shall ensure that the Property restored with funds provided by Grantor is operated, used, and maintained throughout the Project Life (at least 25 years) consistent with the purposes of the grant and in accordance with the Rush Ranch Management Plan (SLT 2014). Long-term maintenance of the project (i.e., beyond the term of the grant) will be supported by an endowment that SLT has for habitat maintenance at Rush Ranch.

6.03.7 Schedule and List of Deliverables:

Task	Description	Deliverables	Estimated Completion Dates
1	1.1 – Project Reporting and Deliverables	Quarterly Progress Reports	Due within thirty (30) days following each quarterly month after execution
		As-Built Report per Permit Requirements	3/1/2019
		Draft Final Report	10/15/2019
		Final Report	11/29/2019
	1.2 – Quarterly Invoices	Invoices	Due within thirty (30) days following each quarterly month after execution
	1.3 – Subcontractor Selection	Subcontractor Selection and Scope of Work	As selected
	1.4 – Data Management	Project Data Submitted to EcoAtlas – Project Tracker	Within two (2) months following Agreement execution and updated by 11/29/2019
		Water Quality Data Submitted to CEDEN	11/29/2019
		All Relevant Data Submitted to CDFW	11/29/2019
2	2.1 – Environmental Compliance and Permitting	All Required Documentation for Grant Compliance with CEQA	Prior to construction
		Certification of Consistency Filed with the Delta Stewardship Council and Appeals Process Completed	Prior to construction
		All Permits Required to Construct and Operate Project	Prior to construction
	2.2 – 30% Complete Design Plans	30% Design for CDFW Engineering Staff Review	7/30/2016
	2.3 – 60% Complete Design Plans	60% Design for CDFW Engineering Staff Review	10/1/2016
	2.4 – 100% Complete Final Design	100% Final Design Documents for CDFW Engineering Staff Review	1/1/2017

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Task	Description	Deliverables	Estimated Completion Dates
	2.5 – Revegetation Plan	Revegetation Plan	1/1/2017
	2.6 – Project Monitoring Plan	Project Monitoring Plan	6/1/2017
3	Project Construction	Construct Project	12/1/2018
4	Implementation and Effectiveness Monitoring	Summary of all monitoring activities, data, and results	Annually in Fall (2018-2019)
5	Site Maintenance	Description of maintenance needs and actions taken to address those needs	Annually in Fall (2018-2019)

6.03.8 Compliance:

As applicable:

Grantee shall provide verification of CEQA and permit compliance to the Grant Manager before project work begins. Written permission must be obtained from landowner(s) for access to perform grant work; copies shall be provided to CDFW Grant Manager. As may be necessary, the Grantee shall be responsible for obtaining the services of appropriately licensed professionals to comply with the applicable requirements of the Business and Professions Code including but not limited to section 6700 et seq. (Professional Engineers Act) or section 7800 et seq. (Geologists and Geophysicists Act). Construction design plans will be required for CDFW engineering staff review and approval at 30%, 60%, and 100%. The CDFW engineering staff will be given up to a 30-calendar-day review period or a longer period as may be mutually agreed upon and must approve the design plans before work may continue. Project design review and approval by CDFW engineering staff does not imply CDFW responsibility or liability for the performance of this aspect or any other aspect of the project. Such liabilities and assurances of performance are the responsibility of the applicant or their engineering contractor. If the Grantee fails to perform in accordance with the compliance provisions of this Agreement, the Grantor retains the right, at its sole discretion, to delay, interrupt, or suspend the work for which the grant monies are supplied.

6.04 Contacts: The Project Officials during the term of this Agreement are:

<u>CDFW Grant Manager:</u>	<u>SLT Project Manager:</u>
Name: Adam Ballard Address: 1416 Ninth Street, 12 th Floor Sacramento, CA 95814 Phone: (916) 445-0075 Email: Adam.Ballard@wildlife.ca.gov	Name: Steve Kohlmann, PhD, Stewardship Director Address: 1001 Texas Street, Suite C Fairfield, CA 94533 Phone: (707) 709-9028 Email: steve@solanolandtrust.org

Direct all administrative inquiries to:

<u>CDFW Grant Coordinator:</u>	<u>Solano Land Trust:</u>
Name: Keng Saefong Address: 1416 Ninth Street, 12 th Floor Sacramento, CA 95811 Phone: (916) 445-5350 Email: Keng.Saefong@wildlife.ca.gov	Name: Ms. Anne Delozier, Business Manager Address: 1001 Texas St, Suite C; Fairfield, CA 94533-9028 Phone: 707-432-0150 Email: anne@solanolandtrust.org

The point of contact may be changed at any time by either party by providing a ten (10) day advance written notice to the other party.

SECTION 7 – REPORTS

7.01 Progress Reports: The Grantor must receive **quarterly** progress reports. These reports should be delivered to the CDFW Grant Manager identified in Section 6.04, Contacts, in the manner and format identified in Requirements, below. A sample Quarterly Progress Report will be provided by the CDFW Grant Manager.

Requirements:

- The first Quarterly Progress Report shall be submitted to the Grant Manager within thirty (30) days following each quarterly month following Grant execution and for the term of this Agreement.
- Grantee shall provide all of the following in each Quarterly Progress Report:
 - List of activities and Tasks performed and/or completed
 - List and record of milestones accomplished and/or completed, including progress towards the project's performance measures (Exhibit 2), as applicable
 - List of problems encountered while performing the Task(s) and proposed solutions

- Summaries of meetings and/or other events where the project was presented
- List of proposed activities and Tasks for the following quarter
- Grantee shall submit to CDFW Grant Manager for review, any and all reports, plans, or other deliverables containing the results of the work performed.

7.02 Final Report: A Final Report which summarizes the life of the Agreement and describes the work and results pursuant to Section 6, Project Statement, is due no later than 11/29/2019. The Final Report shall include the following:

- A discussion of the extent to which the project achieved its objectives, taking into account the project's performance measures (Exhibit 2).
- In instances where an objective was not achieved or there has been inadequate progress towards the desired outcome, discuss:
 - Possible reasons why the objective(s) was not achieved,
 - Specific alternative approaches that may be more successful in future efforts, and
 - Other considerations which may assist in achieving the objective(s).
- Evaluation of the conceptual model, and the underlying assumptions, presented in the proposal for this project. Results and conclusions to all project hypotheses.
- Recommendations for tidal marsh restoration approaches and further actions that will result in benefits to species and habitats local to this project and regionally, as appropriate.
- How the project addressed the purposes of Proposition 1 and the objectives of the California Water Action Plan.

A Draft Final Report shall be due 30 days prior to delivery of the Final Report. A sample Final Report template will be provided by the CDFW Grant Manager.

SECTION 8 – BUDGET

8.01 Expenditure Summary

The Grantor will provide an amount not to exceed \$839,449 as shown below in this Budget. The Grantee or their partners will provide up to \$34,645 in funds or in-kind services as cost share to complete tasks described in Section 6, Project Statement. Accurate records of in-kind funds or services will be provided to the Grantor with the Final Report.

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Line Item Budget Detail

Rush Ranch Lower Spring Branch Creek and Suisun Hill Hollow			
A. PERSONNEL SERVICES			
Level of Staff	Hours	Rate	Total Project Cost
<i>Executive Director</i>	36	55.11	1,984
<i>Stewardship Director</i>	530	42.89	22,732
<i>Project Manager</i>	120	36.17	4,340
<i>Business Services Manager</i>	288	27.56	7,937
<i>Outreach and Education Coordinator</i>	120	28.54	3,425
<i>Land Steward</i>	48	30.27	1,453
Subtotal Personnel Services			41,871
Staff Benefits		30%	12,561
TOTAL PERSONNEL SERVICES			54,432
B. OPERATING EXPENSES: GENERAL			
Items (units)	Number of Units	Cost per Unit	Total Project Cost
<i>Field Supplies - planting plugs, seed</i>	1	22,000	22,000
<i>Field Supplies - vegetation restore</i>	1	7,327	7,327
<i>Aerial Imagery</i>	1	5,000	5,000
<i>Cattle Infrastructure Materials (incidental)</i>	1	1,000	1,000
<i>Permit Fees</i>	1	9,650	9,650
Subtotal Operating Expenses: General			44,977
C. OPERATING EXPENSES: SUBCONTRACTORS			
<i>Construction Contractor</i>			570,951
<i>Project Engineer</i>			80,000
<i>Solano Archaeological Services</i>			4,000
<i>Siegel Environmental</i>			60,407
<i>Sequoia Environmental</i>			4,800
Subtotal Operating Expenses: Subcontractors			720,158
D. OPERATING EXPENSES: EQUIPMENT			
<i>None</i>			0.00
Subtotal Operating Expenses: Equipment			0.00
TOTAL OPERATING EXPENSES			765,135
E. SUBTOTALS & INDIRECT COSTS			
SUBTOTAL A + B (Personnel Services + Operating Expenses: General)			99,409
SUBTOTAL C (Operating Expenses: Subcontractors)			720,158
SUBTOTAL D (Operating Expenses: Equipment)			0
Requested Indirect Charge Rate		@20%	19,882
TOTAL INDIRECT CHARGES			19,882
D. GRAND TOTAL			839,449

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Table of Funding Sources and Cost Share

SOURCE OF FUNDS	CASH	IN-KIND (If Applicable)	TOTAL
Proposition 1 Grant Program	\$839,449	\$0	\$839,449
Applicant – Solano Land Trust	\$0	\$20,476	\$20,476
Other(s) – Solano Land Trust Volunteers	\$0	\$7,159	\$7,159
Other(s) – San Francisco Bay National Estuarine Research Reserve	\$0	\$7,010	\$7,010
Total Project Cost	\$839,449	\$34,645	\$874,094

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

8.02 Budget Modifications: Budget revisions between identified budget categories in cost reimbursement agreements that are within the total agreement amount, comply with the Prior Approval Requirements, above and do not change the Scope of Work or substitute Key Personnel, as defined in this Agreement, are allowed as described below:

- 1) Up to 10% of the total budget amount or \$10,000, whichever is less, is allowed with approval of the CDFW Grant Manager, or as otherwise agreed to by the Parties and documented within Section 8.01, Budget Detail.
- 2) Exceeding 10% or \$10,000, whichever is less, of the last approved budget require the CDFW Grant Manager prior approval and may require a formal amendment to this Agreement. The Grantee will submit a revised budget to the Grantor for approval.

8.03 Payment Provisions

8.03.1 Disbursements: Grant disbursements will be made to the Grantee not more frequently than **Quarterly** in arrears, upon receipt of an original itemized invoice and any required progress report or other mandatory documentation as identified within this Agreement. The invoice package must be sent to the Grant Manager at:

California Department of Fish and Wildlife
WFD – Watershed Restoration Grants Branch
Attn: Adam Ballard
1416 Ninth Street, 12th Floor
Sacramento, CA 95814

The invoice shall contain the following information:

- The word "Invoice" should appear in a prominent location at the top of the page(s);
- Printed name of the Grantee;
- Business address of the Grantee including street address, city, state, and zip code;
- Name of the Region/Division of the Department of Fish and Wildlife being billed;
- The date of the invoice and the time period covered; i.e., the term "from" and "to";
- The number of the Grant upon which the claim is based;
- The invoice must be itemized using the categories and following the format of the budget;
- The total amount due. This should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice. The total amount due shall include all costs incurred by the Grantee under the terms of this grant;
- The original signature of the Grantee (not required of established firms or entities using preprinted letterhead invoices); and
- The Grantee must provide supporting documentation for the invoice and actual receipts upon request of the Grant Manager.

8.03.2 Invoice Documentation: Each invoice for payment must be accompanied by a written description, not to exceed two pages in length, of the Grantee's performance under this Agreement 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 are cost shares involved with the project, the final invoice must include a budget summary of cost share expenditures by fund source. A sample invoice template will be provided by the CDFW Grant Manager.

WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below their respective signatures.

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

By: _____
Signature: Karen Edgren
Printed Name: Karen Edgren
Title: Chief, Business Management Branch
Date: 01/20/16

AUTHORIZED AGENT FOR GRANTEE

By: _____
Signature: Nicole Byrd (Byrd)
Printed Name: Nicole Byrd
Title: Executive Director
Date: 01/28/16

This agreement is exempt from DGS-OLS approval, per SCM 4.06.

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Exhibits

Exhibit 1.b – Non-Public Entities General Grant Provisions
Exhibit 2 – Performance Measures

California Department of Fish and Wildlife
Exhibit 1.b – Non-Public Entities
General Grant Provisions

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Grantee Name: Solano Land Trust

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1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the California Department of Fish and Wildlife (CDFW). Grantee may not commence performance until such approval has been obtained.
2. **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.
3. **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.
4. **AUDIT:** Grantee agrees that CDFW, the Department of General Services, 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, CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Grantee agrees to indemnify, defend and save harmless the State of California, CDFW, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all of Grantee's employees or agents, contractors, 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.
6. **DISPUTES:** Grantee shall continue with the responsibilities under this Agreement during any dispute.
7. **INDEPENDENT CONTRACTOR:** 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. Grantee acknowledges and promises that CDFW is not acting as an employer to any individuals furnishing services or work pursuant to this Agreement.
8. **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

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subcontractors shall ensure 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 there under (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.

9. **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.

10. **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 payment provisions section.

11. **RIGHTS IN DATA:** The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Agreement, are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Grantee may copyright the same, except that, as to any work which is copyrighted by the Grantee, the State reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

12. **CONTINGENT FUNDING:** It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of State appropriation of funds for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

This Agreement is valid and enforceable only if sufficient funds are made available pursuant to the California State Budget Act for the fiscal year(s) covered by this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Legislature of any statute enacted by the Legislature which may affect the provisions, terms or funding of this Agreement in any manner.

It is mutually agreed that if the Legislature does not appropriate sufficient funds for the Agreement, the State has the option to terminate the Agreement under the termination clause or to amend the Agreement to reflect any reduction of funds. CDFW has the option to invalidate the contract under the 30-day cancellation clause or to amend the Agreement to reflect any reduction in funds.

13. RIGHT TO TERMINATE:

- a. This agreement may be terminated by mutual consent of both parties or by any party upon thirty (30) days written notice and delivered by USPS First Class or in person.
- b. In the event of termination of this Agreement, Grant Recipient shall immediately provide CDFW an accounting of all funds received under the Agreement and return to CDFW all funds received under this Agreement which have not been previously expended to provide the services outlined within this agreement.
- c. Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. CDFW shall reimburse Grantee for all allowable and reasonable costs incurred by it for the Project, including foreseeable and uncancellable obligations. Upon notification of termination from CDFW, Grantee shall use its reasonable efforts to limit any outstanding financial commitments.

14. CONFIDENTIALITY OF DATA: The Grantee shall protect from disclosure all information made available by CDFW. The Grantee shall not be required to keep confidential any data or information which is publicly available, independently developed by the Grantee, or lawfully obtained from third parties. Written consent of CDFW must be obtained prior to disclosing information under this Agreement.

15. DISCLOSURE REQUIREMENTS: Any document or written report prepared in whole or in part pursuant to this Agreement shall contain a disclosure statement indicating that the document or written report was prepared through an Agreement with the State. The disclosure statement shall include the Agreement number and dollar amount of all Agreements and subcontracts relating to the preparation of such documents or written reports. The disclosure statement shall be contained in a separate section of the document or written report.

If the Grantee or any subcontractor(s) are required to prepare multiple documents or written reports, the disclosure statement may also contain a statement indicating that the total Agreement amount represents compensation for multiple documents or written reports. The Grantee shall include in each of its subcontracts for work under this Agreement, a provision which incorporates the requirements stated within this section.

16. USE OF SUBCONTRACTOR(S): If the Grantee desires to accomplish part of the services through the use of one (1) or more subcontractors, the following conditions must be met:

- a. The Grantee shall submit any subcontracts to the State for inclusion in the grant file;
- b. The Agreement between the primary Grantee and the subcontractor must be in writing;

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- c. The subcontract must include specific language which establishes the rights of the auditors of the State to examine the records of the subcontractor relative to the services and materials provided under the Agreement; and
- d. Upon termination of any subcontract, the State shall be notified immediately, in writing.

The Grantee shall ensure any subcontract in excess of \$100,000 entered into as a result of this Agreement contains all applicable provisions stipulated in this Agreement.

17. POTENTIAL SUBCONTRACTOR(S): Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractor(s) 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(s) and of persons directly employed 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 subcontractor(s) 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 to enforce the payment of any monies to any subcontractor.

18. TRAVEL AND PER DIEM (if applicable): The Grantee agrees to pay reasonable travel and per diem to its employees under this Agreement. The reimbursement rates shall not exceed those amounts identified in the Department of Personnel Administration and/or Universities of California travel reimbursement guidelines. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.

19. LIABILITY INSURANCE (as applicable): Unless otherwise specified in the Grant Agreement, upon submitting a signed agreement to the State the Grantee shall also furnish to the State either proof of self-insurance or 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. Grantee agrees to make the entire insurance policy available to the State upon request.

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

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

The Grantee agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Grantee agrees to provide, 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 (1) year.

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New certificates of insurance are subject to the approval of the Department of General Services, and the Grantee agrees that no work or services shall be performed prior to 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.

CDFW will not provide for, nor compensate the Grantee for any insurance premiums or costs for any type or amount of insurance. The insurance required above, shall cover all Grantee supplied personnel and equipment used in the performance of this Agreement. When applicable, if subcontractors performing work under this Agreement do not have insurance equivalent to the above, the Grantee's liability shall provide such coverage for the subcontractor, except for coverage for error, mistake, omissions, or malpractice, which shall be provided by the subcontractor if such insurance is required by the State.

20. GRANTEE STAFF REQUIREMENTS: The Grantee represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with CDFW or any other governmental entity.

21. PROPERTY ACQUISITIONS AND EQUIPMENT PURCHASES: Property, exclusive of real property, as used in this exhibit shall include the following:

- a. Equipment – Tangible property (including furniture and electronics) with a unit cost of \$5,000 or more and a useful life of four (4) years or more. Actual cost includes the purchase price plus all costs to acquire, install, and prepare the equipment for its intended use.
- b. Furniture, including standard office furnishings including desks, chairs, bookcases, credenzas, tables, etc.
- c. Portable Assets, including items considered 'highly desirable' because of their portability and value, e.g., calculators, computers, printers, scanners, shredders, cameras, etc.
- d. Electronic Data Processing (EDP) Equipment, including all computerized and auxiliary automated information handling, including system design and analysis; conversion of data; computer programming; information storage and retrieval; voice, video and data communications; requisite system controls; simulation and all related interactions between people and machines.

The Grantee may purchase property under this Grant Agreement only if specified in the budget detail and payment provisions section. All property purchased by Grantee is owned by the Grantee. CDFW does not claim title or ownership to the property, but requires Grantee to maintain accountability for all property purchased with grant funds.

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Title or ownership to property with a unit cost of \$5,000 or more may be retained by Grantee or Grantor upon end of the grant cycle; final disposition will be coordinated by CDFW's Grant Manager.

Before property purchases made by the Grantee are reimbursed by CDFW, the Grantee shall submit paid Grantee receipts identifying the Grant Agreement Number, purchase price, description of the item (s), serial number(s), model number(s), and location, including street address where property will be used during the term of this Grant Agreement. Said paid receipts shall be attached to the Grantee's invoice(s).

The Grantee shall keep, and make available to Grantor, adequate and appropriate records of all property purchased with the Grant Agreement funds.

Prior written authorization by the CDFW Grant Manager shall be required before the Grantee will be reimbursed for any property purchases not specified in the budget. The Grantee shall provide to CDFW Grant Manager, all particulars regarding the necessity for such property and the reasonableness of the cost.

Property will only be considered for purchase approval if no other equipment owned by the applicant is available and suitable for the project.

Grant funds cannot be used to reimburse the project for equipment obtained prior to the beginning of the grant term.

Grant funds cannot be used for property if specifically prohibited in the authorizing legislation or restricted in the terms of the program.

Should this Grant Agreement be cancelled for any reason, any property purchased with grant funds shall be returned to Grantor.

State policies and procedures applicable to procurement with nonfederal funds, shall apply to procurement by the Grantee under this Grant Agreement, provided that procurements conform to applicable State law and the standards identified in this exhibit. These include, but are not limited to: statutes applicable to State agencies; statutes applicable to State colleges and universities; public works projects; the California Constitution governing University of California contracting, the State Administrative Manual; statutes applicable to specific local agencies; applicable city and county charters and implementing ordinances including policies and procedures incorporated in local government manuals or operating memoranda.

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Exhibit 2 – Performance Measures

PERFORMANCE MEASURES

Adapted from the Performance Measures Table, Attachment 1 of the Grantee's Proposal.

Project Objectives	<ul style="list-style-type: none">➤ Develop final design and acquire necessary permits➤ Increase hydrologic and hydraulic connectivity between upland, fluvial, and estuarine habitat<ul style="list-style-type: none">○ Remove the existing cross-channel berms that currently restrict tidal flow. Approximately 2500 CY will be removed from LSBC and 600 CY will be removed from SHH.○ Remove an existing LSBC side berm of approximately 300 CY and 40 CY from an old roadway and 1600 CY of side slope contouring and creating depressions within the SHH floodplain and banks➤ Reconnect the creek to its floodplain and facilitate the establishment of natural fluvial processes<ul style="list-style-type: none">○ Construct a new tidal channel to hydraulically connect areas up and downstream of the former berm. Approximately 800 CY will be removed at LSBC.➤ Restore natural form and function to the creeks and estuarine systems<ul style="list-style-type: none">○ Restore seasonal wetland in Suisun Hill Hollow. 5-acres of seasonal wetlands restored in SHH○ Restore tidal wetland in Lower Spring Branch Creek. 15-acres of tidal wetland restored in LSBC.➤ Reduce the abundance of invasive, non-native plant species<ul style="list-style-type: none">○ Physical removal of <i>Lepidium latifolium</i> (perennial pepperweed) from the floodplain during the construction phase. Up to 1000 CY of soil with <i>Lepidium</i> roots will be removed and disposed of.○ Control invasive non-native species annually. The process will include: an annual assessment of weeds present in the 20 acres of restored area using innovative drone mapping and satellite imagery; a plan for control using livestock, physical removal, or herbicides in accordance with the Rush Ranch Management Plan, permit requirements and adaptive management.
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	<ul style="list-style-type: none"> ➤ Increase the relative cover of native and special-status plants in tidal marsh and seasonal wetlands <ul style="list-style-type: none"> ○ Cultivate tidal marsh and seasonal wetland plantings from local seed via seed collection and contract growing. Up to 20,000 plugs will be cultivated and installed. ○ Revegetate former perennial pepperweed areas with native species via native recruitment and installation of cultivated native plants. Up to 4 volunteer events will assist with installation. ○ Plant riparian scrub vegetation along former berms and other edge disturbed areas to increase plant diversity and provide habitat for native birds such as tri-colored blackbirds. Up to 4 volunteer events will be held to install plantings. ➤ Maintain and enhance habitat for special-status species that currently use the site or have potential to use the site <ul style="list-style-type: none"> ○ Recruit special status plants, such as the on-site soft-bird's beak, following construction and site evaluation. ➤ Maintain and enhance existing public and education use <ul style="list-style-type: none"> ○ Construct 575 feet of new trail linkages around the restoration sites along a newly constructed low impact trail. ○ Provide docent training, interpretive information, and signage for the public and tours for public and school groups that use the property. Each grant year one docent training will be held. ○ Encourage local birding groups to collect data on nesting birds and migratory bird use and provide public birding tours. At least one birding tour per year. ○ Provide public outreach for new drone mapping technology through SLT and SF - NERR media. At least one article per year will be written and distributed. ➤ Accommodate cattle rotation between pastures and limit cattle access to project site <ul style="list-style-type: none"> ○ Provide cattle gates and a pathway for twice a year cattle movement between pastures on either side of the creeks. Two cattle gates will be installed. ○ Re-align fencing in the SHH restored area to limit cattle access and provide public viewing opportunities and security for the project. 10,000 feet of fencing will be installed. ○ Permanently exclude cattle from the site during wet-season and during native seed production. Utilize cattle for non-native vegetation control through rotational management. Cattle will be actively managed on a rotational system.
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Exhibit 2 – Performance Measures

	<ul style="list-style-type: none">○ Install three troughs and water storage outside the SHH area to promote rotational grazing and vegetation enhancement.➤ Protect restored habitat<ul style="list-style-type: none">○ Install approximately 10,000 feet of barbed wire fencing along the north side of Suisun Hill Hollow to complete the riparian enclosure. The 15 acres riparian pasture can thus be grazed for vegetation control as needed, limiting cattle overuse.➤ Data collection, adaptive management and administration<ul style="list-style-type: none">○ Data collected for permit requirements will be evaluated and assist SLT in adaptively managing Rush Ranch. How will we make good use of the data and share it with others? – workshops, show and tell, NERR?○ Grant funds will be managed in accordance with strict non-profit standards and UPMIFA requirements.○ Project management and administration will occur throughout the project and provide deliverables for permit and grant requirements.
Project Output Performance Measures	<ul style="list-style-type: none">○ Contracts with Project Engineer, Construction Contractor, and other subcontractors executed○ Permits submitted and approved○ Grant funds managed with monthly review○ Grant requirements fulfilled by year 3○ Project constructed to specification<ul style="list-style-type: none">● 5 acres of seasonal wetlands restored in Suisun Hill Hollow● 15 acres of tidal wetland restored in Lower Spring Branch Creek○ Seasonal wetland and tidal wetland species recruited and planted by year 2 in project area○ Perennial pepperweed reduced 50% by year 3 in project area○ Annual reduction of 10% in invasive species in project area○ Cattle infrastructure constructed and in use○ Pasture rotation implemented○ Project outreach through docent training and media○ Partner birding tours completed

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Exhibit 2 – Performance Measures

<p>Project Outcome Performance Measures</p>	<ul style="list-style-type: none">➤ Increase hydrologic and hydraulic connectivity between upland, fluvial, and estuarine habitat<ul style="list-style-type: none">○ With removal of the berms during construction, hydrologic and hydraulic connectivity will be achieved within the first year of seasonal flow and tidal action.➤ Reconnect the creek to its floodplain and facilitate the establishment of natural fluvial processes.<ul style="list-style-type: none">○ With construction of the channel and removal of side berms, the creek will be reconnected physically upon construction and within the first two years thereafter the creeks will start to establish natural processes as the creeks continue to evolve over decades.➤ Restore natural form and function to the creeks and estuarine systems<ul style="list-style-type: none">○ Tidal and seasonal wetland species will begin to re-establish themselves within two years with plantings and continue to evolve over decades.➤ Reduce the abundance of invasive, non-native plant species<ul style="list-style-type: none">○ Pepperweed will be removed during construction and annual weed monitoring and control will keep it in check. This will be an ongoing effort for years to come.➤ Increase the relative cover of native and special-status plants in tidal marsh and seasonal wetlands<ul style="list-style-type: none">○ After construction, native plantings will be planted over the 2 year period with success monitored for that period and in the future.○ Four or more volunteer events will be held to increase stewardship for the project.➤ Maintain and enhance habitat for special-status species that currently use the site or have potential to use the site<ul style="list-style-type: none">○ After construction, soft bird's beak populations will be evaluated for potential expansion.➤ Maintain and enhance existing public and education use<ul style="list-style-type: none">○ New trail connections will be established to continue public access. Docents, birding groups, and the public will be able to observe the site as soon as construction is complete. Media will provide further details of the restoration site and high-tech monitoring methods.➤ Accommodate cattle rotation between pastures and limit cattle access to project site<ul style="list-style-type: none">○ During the first grazing season after construction the cattle will move through the restoration area to get to adjacent pastures along low-impact trails.
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Exhibit 2 – Performance Measures

	<ul style="list-style-type: none">➤ Protect restored habitat<ul style="list-style-type: none">○ Fencing will protect the restored habitat immediately after construction.➤ Data collection, adaptive management, and administration<ul style="list-style-type: none">○ Data collection and adaptive management will occur during the permit and grant period with formal reporting. Thereafter, SLT will continue to collect and utilize data to manage habitats for optimum restoration.
Measurement Tools and Methods	<ul style="list-style-type: none">➤ Permanent cross sections and long profiles will assess geomorphic changes (within grant term and beyond)➤ Vegetation surveys using stratified-random plot and transect methods (within grant term and beyond)➤ Occurrence information for the salt marsh harvest mouse and the Suisun shrew collected by CDFW or research organization (within grant term)➤ Conduct special-status bird species surveys (within grant term and beyond)➤ Population demographic monitoring for special-status vegetation communities (within grant term and beyond)➤ Ongoing visual inspection public infrastructure (within grant term and beyond)➤ Ongoing visual inspection of fence lines (within grant term and beyond)➤ Photo monitoring of site and vegetation characteristics (within grant term and beyond)➤ Remote Sensing (UAS, Satellite, Aerial Imagery) to assess vegetation dynamics, change, and biological invasion (within grant term and beyond) <p><u>Optional methods (contingent upon SF Bay NERR funding) (within grant term and beyond)</u></p> <ul style="list-style-type: none">➤ Pressure transducers will assess seasonal and tidal hydrology➤ Sediment elevation tables (SETs) deployed to capture changes in sediment deposition➤ Soil quality monitoring: organic matter, P, %C, %N, C:N, water content and soil pore water salinity)➤ Water column salinity measurements➤ Permanent piezometers, installed prior to restoration➤ Pre-restoration invertebrate surveys