

STANDARD AGREEMENT

Std. 2 (Grant - Rev 08/08)

AGREEMENT NUMBER 17-029	AM NO.
TAXPAYERS FEDERAL EMPLOYER IDENTIFICATION NO 94-6000423	

THIS AGREEMENT, made and entered into this 28th day of November, 2017,
in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE

Executive Officer

AGENCY

State Coastal Conservancy

, hereafter called the Conservancy, and

GRANTEE'S NAME

City of San Pablo

, hereafter called the Grantee.

The Grantee, for and in consideration of the covenants, conditions, agreements, and stipulations of the Conservancy hereinafter expressed, does hereby agree as follows:

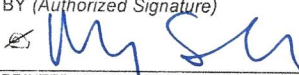
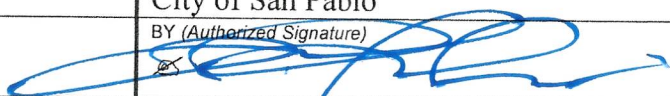
SCOPE OF AGREEMENT

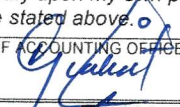
Pursuant to Chapter 4.5 of Division 21 of the California Public Resources Code, the State Coastal Conservancy ("the Conservancy") hereby grants to the City of San Pablo ("the grantee") a sum not to exceed \$1,300,000 (one million three hundred thousand dollars), subject to this agreement. The grantee shall use these funds to complete the following project ("the project") at Plaza San Pablo, City of San Pablo, Contra Costa, as shown on Exhibit A, which is incorporated by reference and attached.

(Continued on following pages)

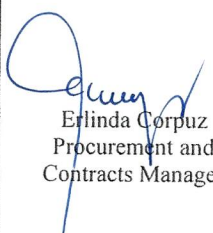
The provisions on the following pages constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written. (AH)

STATE OF CALIFORNIA		GRANTEE	
AGENCY State Coastal Conservancy		GRANTEE (If other than an individual, state whether a corporation, partnership, etc.) City of San Pablo	
BY (Authorized Signature) 		BY (Authorized Signature) 	
PRINTED NAME AND TITLE OF PERSON SIGNING Samuel Schuchat, Executive Officer		PRINTED NAME AND TITLE OF PERSON SIGNING Matt Rodriguez, City Manager	
ADDRESS & PHONE NUMBER 1515 Clay Street, 10 th Floor Oakland, CA 94612 Phone: (510) 286-1015		ADDRESS 13831 San Pablo Avenue, Building 3 San Pablo, CA 94806 Phone: (510) 215-3000	

AMOUNT ENCUMBERED BY THIS DOCUMENT \$1,300,000.00	PROGRAM/CATEGORY (CODE AND TITLE) Local Assistance	FUND TITLE Water Quality, Supply and Infrastructure...(Prop 1)		
	(OPTIONAL USE) Wildcat Creek Restoration and Greenway Trail			
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$-0-	ITEM	CHAPTER	STATUTE	FISCAL YEAR
	3760-101-6083007 (B5862)= \$650,000.00	14	2017	17/18
	3760-101-6083007 (B5862)= \$650,000.00	23	2016	16/17
TOTAL AMOUNT ENCUMBERED TO DATE \$1,300,000.00	OBJECT OF EXPENDITURE (CODE AND TITLE) Prop 1 - Conservancy Programs			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.				
SIGNATURE OF ACCOUNTING OFFICER 		DATE 11/28/2017		

I certify that this agreement is exempt from Department of General Services' approval.


Erlinda Corpuz
Procurement and
Contracts Manager

☐ GRANTEE ☒ ACCOUNTING ☐ PROJECT MANAGER ☐ CONTROLLER ☐ STATE AGENCY

SCOPE OF AGREEMENT (Continued)

The City of San Pablo's Wildcat Creek Restoration and Urban Greenway Trail project will restore an approximately 2,200 linear foot section of Wildcat Creek, and build an adjacent Class I pedestrian and bicycle greenway trail. The riparian restoration will improve sediment transport throughout the project reach, provide improved refuge areas for steelhead trout, widen the creek corridor, modify the floodplain to accommodate larger flow volumes, and restore native vegetation along the banks. This project also aims to correct a public deficit in access to green space, and connect local citizens to their natural environment by creating a greenway trail along the restored creek. This trail will be part of the larger Wildcat Creek trail, which will eventually connect Wildcat Canyon Regional Park to the San Francisco Bay Trail.

The grantee shall carry out the project in accordance with this agreement and a work program, as provided in the "WORK PROGRAM" section, below. The grantee shall provide any funds beyond those granted under this agreement which are needed to complete the project.

CONDITIONS PRECEDENT TO CONSTRUCTION AND DISBURSEMENT

The grantee shall not begin construction of the project and the Conservancy shall not be obligated to disburse any funds unless and until the following conditions precedent have been met:

1. The City Council of the grantee has adopted a resolution designating positions whose incumbents are authorized to negotiate and execute this agreement and amendments to it on behalf of the grantee.
2. The Executive Officer of the Conservancy ("the Executive Officer") has approved in writing:
 - a. A work program for the project, as provided in the "WORK PROGRAM" section, below.
 - b. A plan for installation of signs and acknowledgment of Conservancy support, as provided in the "SIGNS AND ACKNOWLEDGMENT" section, below.
 - c. All contractors that the grantee intends to retain in connection with the project. The grantee must provide written evidence to the Conservancy that each contractor has complied with the bonding requirements described in the "BONDING" section, below.
3. The grantee has provided written evidence to the Conservancy that:
 - a. All permits and approvals necessary to the completion of the project under applicable local, state and federal laws and regulations have been obtained.

CONDITIONS PRECEDENT TO CONSTRUCTION AND DISBURSEMENT (Continued)

- b. The grantee has provided for required insurance coverage, including additional insured endorsement, as described in the "INSURANCE" section, below.

Notwithstanding the above, the grantee may begin to prepare plans, specifications and engineering work upon meeting conditions precedent no. 1, and upon the Executive Officer's review and approval of a separate work program (tasks, budget and timeline) and approval of any contractors that the grantee will retain to perform the work.

ADDITIONAL GRANT CONDITION

Prior to the release of funds for construction, the grantee shall provide evidence of completion of the following:

1. Riparian Area Monitoring Plan. A plan to collect and report monitoring data in a manner that is compatible and consistent with the Statewide Wetland and Riparian Area Monitoring Program framework (currently available at http://www.mywaterquality.ca.gov/monitoring_council/wetland_workgroup/#frame).
2. Baseline Condition Report. A "Level 2" baseline riparian assessment utilizing the California Rapid Assessment Method (CRAM) within the year prior to the beginning of project construction, unless otherwise agreed upon in writing by the Conservancy and the grantee. (More information is available at <http://www.cramwetlands.org/>). The CRAM assessment shall be completed by a certified CRAM practitioner and the data shall be uploaded at <http://www.cramwetlands.org/>.
3. The Publication of Project Information. The grantee shall upload project information, including periodic monitoring data, to the project tracker for "EcoAtlas", an online database and web-based viewer of stream and wetland maps, restoration information, and monitoring results (currently available at <http://ptrack.ecoatlas.org/>), to track project information and aggregate data.
4. Plan for Completion of Post-Construction CRAM Assessment. A budget and timeline for the collection of at least one additional CRAM assessment following construction of the project and prior to the completion date of the grant agreement in order to document the change in wetland condition at the project site.

TERM OF AGREEMENT

This agreement shall take effect when signed by both parties and received in the offices of the Conservancy together with the resolution described in the "CONDITIONS PRECEDENT TO CONSTRUCTION AND DISBURSEMENT" section of this agreement. An authorized representative of the grantee shall sign the first page of the originals of this agreement in ink.

This agreement shall run from its effective date through June 30, 2037 ("the termination date") unless otherwise terminated or amended as provided in this agreement. However, all work shall be completed by December 30, 2021 ("the completion date"). The grantee shall submit a final Request for Disbursement no later than February 28, 2022.

AUTHORIZATION

The signature of the Executive Officer of the Conservancy on this agreement certifies that at its September 28, 2017 meeting, the Conservancy adopted the resolution included in the staff recommendation attached as Exhibit B. This agreement is executed under that authorization.

Standard Provisions

WORK PROGRAM

Before beginning construction, the grantee shall submit a detailed work program to the Executive Officer for review and written approval of its consistency with the purposes of this grant agreement. The work program shall include:

1. Construction plans and specifications which have been certified by a licensed architect or registered engineer, or approved by the grantee's Public Works Director.
2. A schedule of completion for the project specifically listing the completion date for each project component and a final project completion date.
3. A detailed project budget. The project budget shall describe all labor and materials costs of completing each component of the project, including the grantee's labor and materials costs and costs to be incurred under a contract with any third party retained by the grantee for work under this agreement. For each project component, the project budget shall list all intended funding sources, including the Conservancy's grant and all other sources of monies, materials, or labor. The grantee shall review the plans on-site with Conservancy staff.
4. A list of best management practices that will be implemented to reduce the project's greenhouse gas emissions.

If all or any part of the project to be funded under this agreement will be performed by third parties ("contractors") under contract with the grantee, then the grantee shall, prior to initiating any contractor selection process, submit the selection package, including any applicable construction plans and specifications that have been certified or approved as described above, to the Executive Officer for review and written approval as to consistency with the purposes of this grant agreement. Upon approval by the Executive Officer, the grantee shall proceed with the contractor selection process. Prior to final selection of a contractor, the grantee shall submit to the Executive Officer for written approval the names of all contractors that the grantee intends to hire. The grantee shall then comply with the above paragraph regarding submission and approval of a work program prior to construction.

The work program shall have the same effect as if included in the text of this agreement. However, the work program may be modified without amendment of this agreement upon the grantee's submission of a modified work program and the Executive Officer's written approval of it. If this agreement and the work program are inconsistent, the agreement shall control.

The grantee shall construct the project in accordance with the approved work program.

SIGNS AND ACKNOWLEDGMENT

Prior to beginning the project, the grantee shall submit a plan to the Executive Officer for the installation of signs and acknowledgment of Conservancy support. Except as the Executive Officer agrees otherwise, the plan shall commit the grantee to mention the Conservancy's support in its project-related press releases, contacts with the media, and social media postings, and on its website.

The grantee shall install and maintain a sign or signs visible from the nearest public roadway identifying the project, acknowledging Conservancy assistance and displaying the Conservancy's logo, and directing the public to the project. The Conservancy shall provide to the grantee specifications for the signs. The signs shall also acknowledge funding from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) by using the official logo prepared by the California Natural Resources Agency, which the Conservancy has available in various file formats. The grantee may incorporate the required information into other signs as approved by the Executive Officer. In special circumstances, where the placement of signs or the general specifications are inappropriate, the Executive Officer may approve alternative, more appropriate methods for acknowledging the sources of funding. The grantee shall submit plans describing the number, design, placement and wording of the signs, or the specifications of a proposed, alternative method. The Conservancy will withhold final disbursement until the signs are installed as approved by the Conservancy.

BONDING

If the grantee intends to use any contractors on any portion of the project to be funded under this agreement, construction shall not begin until each contractor has furnished a performance bond in favor of the grantee in the following amounts: for faithful performance, one hundred percent (100%) of the contract value; and for labor and materials, one hundred percent (100%) of the contract value. This requirement shall not apply to any contract for less than \$20,000.

Any bond furnished under this section shall be executed by an admitted corporate surety insurer licensed in the State of California.

COSTS AND DISBURSEMENTS

When the Conservancy determines that all "CONDITIONS PRECEDENT TO CONSTRUCTION AND DISBURSEMENT" have been fully met, the Conservancy shall disburse to the grantee, in accordance with the approved project budget, a total amount not to exceed the amount of this grant, as follows:

COSTS AND DISBURSEMENTS (Continued)

The Conservancy shall disburse funds for costs incurred to date, less five percent, upon the grantee's satisfactory progress under the approved work program, and upon the grantee's submission of a "Request for Disbursement" form, which shall be submitted no more frequently than monthly but no less frequently than quarterly. The Conservancy shall disburse the five percent withheld upon the grantee's satisfactory completion of construction and compliance with the "PROJECT COMPLETION" section, below, and upon the Conservancy's acceptance of the project.

The Conservancy will reimburse the grantee for expenses necessary to the project when documented by appropriate receipts. The Conservancy will reimburse travel and related expenses at actual costs not to exceed the rates provided in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations ("CCR"), except that reimbursement may be in excess of these rates upon documentation that these rates are not reasonably available to the grantee. Reimbursement for the cost of operating a private vehicle shall not, under any circumstance, exceed the current rate specified by the State of California for unrepresented state employees as of the date the cost is incurred. The Conservancy will reimburse the grantee for other necessary expenses if those expenses are reasonable in nature and amount taking into account the nature of the project, its location, and other relevant factors.

The grantee shall request disbursements by filing with the Conservancy a fully executed "Request for Disbursement" form (available from the Conservancy). The grantee shall include in the form its name and address, the number of this agreement, the date of the submission, the amount of the invoice, the period during which the work was actually done, and an itemized description, including time, materials, and expenses incurred of all work done for which disbursement is requested. Hourly rates billed to the Conservancy, and specified in the approved work program budget shall be equal to the actual compensation paid by grantee to employees, which may include employee benefits. The form shall also indicate cumulative expenditures to date, expenditures during the reporting period, and the unexpended balance of funds under the grant agreement.

An authorized representative of the grantee shall sign the forms. Each form shall be accompanied by:

1. All receipts and any other source documents for direct expenditures and costs that the grantee has incurred.
2. Invoices from contractors that the grantee engaged to complete any portion of the work funded under this agreement and any receipts and any other source documents for costs incurred and expenditures by any such contractor, unless the Executive Officer makes a specific exemption in writing.

COSTS AND DISBURSEMENTS (Continued)

3. A supporting progress report summarizing the current status of the project and comparing it to the status required by the work program (budget, timeline, tasks, etc.) including written substantiation of completion of the portion of the project for which the grantee is requesting disbursement.

The grantee's failure to fully execute and submit a Request for Disbursement form, including attachment of supporting documents, will relieve the Conservancy of its obligation to disburse funds to the grantee until the grantee corrects all deficiencies.

EXPENDITURE OF FUNDS AND ALLOCATION OF FUNDING AMONG BUDGET ITEMS

The total amount of this grant may not be increased except by written amendment to this agreement. The grantee shall expend funds consistent with the approved project budget. Expenditure on items contained in the approved project budget, other than overhead and indirect costs, may vary by as much as ten percent without prior approval by the Executive Officer, provided that the grantee first submits a revised budget to the Conservancy and requests disbursement based on the revised budget. Any deviation greater than ten percent, and any deviation that shifts funds from approved budget items into an overhead or indirect costs category, must be identified in a revised budget approved in advance and in writing by the Executive Officer. The Conservancy may withhold payment for items which exceed the amount allocated in the project budget by more than ten percent and which have not received the approval required above. Any increase in the funding for any particular budget item shall mean a decrease in the funding for one or more other budget items unless there is a written amendment to this agreement.

PROJECT COMPLETION

Within thirty days of completion of construction of the project, the grantee shall supply the Conservancy with evidence of completion by submitting a final report which includes:

1. An inspection report by a licensed architect or registered engineer or the grantee's Public Works Director certifying completion of the project according to the approved work program.
2. Documentation that signs are installed as required by the "SIGNS AND ACKNOWLEDGMENT" section of this agreement.
3. A fully executed final "Request for Disbursement."

PROJECT COMPLETION (Continued)

4. "As built" drawings of the completed project and photographs documenting project completion.
5. Evidence that the following activities have been completed:
 - a. Post-Construction Condition Report. A "Level 2" CRAM riparian assessment following project construction and prior to the project completion date. The CRAM assessment shall be completed by a certified CRAM practitioner and the data shall be uploaded at <http://www.cramwetlands.org/>.
 - b. Update Project Information. All relevant project information has been updated in the project tracker on EcoAtlas (currently available at <http://ptrack.ecoatlas.org/>) to reflect completion of the project.

Within thirty days of grantee's submission of the above, the Conservancy shall determine whether the grantee has satisfactorily completed the project. If so, the Conservancy shall issue to the grantee a letter of acceptance of the project. The project shall be deemed complete as of the date of the letter.

EARLY TERMINATION, SUSPENSION AND FAILURE TO PERFORM

Before the project has commenced, either party may terminate this agreement for any reason by providing the other party with seven days notice in writing.

Before the project is complete, the Conservancy may terminate or suspend this agreement for any reason by providing the grantee with seven days notice in writing. In either case, the grantee shall immediately stop work under the agreement and take all reasonable measures to prevent further costs to the Conservancy. The Conservancy shall be responsible for any reasonable and non-cancelable obligations incurred by the grantee in the performance of this agreement prior to the date of the notice to terminate or suspend, but only up to the undisbursed balance of funding authorized in this agreement. Any notice suspending work under this agreement shall remain in effect until further written notice from the Conservancy authorizes work to resume.

If the grantee fails to complete the project as required, or fails to fulfill any other obligations of this agreement prior to the termination date, the grantee shall be liable for immediate repayment to the Conservancy of all amounts disbursed by the Conservancy under this agreement. The Conservancy may, at 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 Conservancy may have for breach of this agreement.

EARLY TERMINATION, SUSPENSION AND FAILURE TO PERFORM (Continued)

Before the project is complete, the grantee may terminate this agreement for any reason by providing the Conservancy with seven days notice in writing and repaying to the Conservancy all amounts disbursed by the Conservancy under this agreement. The Conservancy may, at its sole discretion, consider extenuating circumstances and allow early termination without repayment for work partially completed.

The parties expressly agree to waive, release and relinquish the recovery of any consequential damages that may arise out of the termination or suspension of this agreement under this section.

The grantee shall include in any agreement with any contractor retained for work under this agreement a provision that entitles the grantee to suspend or terminate the agreement with the contractor for any reason on written notice and on the same terms and conditions specified in this section.

OPERATION AND MAINTENANCE

The grantee shall use, manage, maintain and operate the project throughout the term of this agreement consistent with the purposes for which the Conservancy's grant was made. The grantee assumes all operation and maintenance costs of these facilities and structures; the Conservancy shall not be liable for any cost of maintenance, management, or operation. The grantee may be excused from its obligations for operation and maintenance during the term of this agreement only upon the written approval of the Executive Officer.

For purposes of this agreement, "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses. "Maintenance costs" include ordinary repairs and replacements of a recurring nature necessary to prolong the life of capital assets and basic structures, and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures.

MITIGATION

Without the written permission of the Executive Officer, the grantee shall not use or allow the use for mitigation (in other words, to compensate for adverse changes to the environment elsewhere) of any portion of real property on which the Conservancy has funded construction. In providing permission, the Executive Officer may require that all funds generated in connection with any authorized or allowable mitigation on the real property shall be remitted promptly to the Conservancy. As used in this section, mitigation includes, but is not limited to, any use of the property in connection with the sale, trade, transfer or other transaction involving carbon sequestration credit or carbon mitigation.

INSPECTION

Throughout the term of this agreement, the Conservancy shall have the right to inspect the project area to ascertain compliance with this agreement.

INDEMNIFICATION AND HOLD HARMLESS

The grantee shall be responsible for, indemnify and hold harmless the Conservancy, its officers, agents, and employees from any and all liabilities, claims, demands, damages, or costs, including, without limitation, litigation costs and attorneys fees, resulting from or arising out of the willful or negligent acts or omissions of the grantee, its officers, agents, contractors, subcontractors, and employees, or in any way connected with or incident to this agreement, except for the active negligence of the Conservancy, its officers, agents, or employees. The duty of the grantee to indemnify and hold harmless includes the duty to defend as provided in Civil Code section 2778. This agreement supersedes any right the grantee may have as a public entity to indemnity and contribution as provided in Gov. Code Sections 895 et seq.

The grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State, its officers, agents, or employees, for any liability resulting from, growing out of, or in any way connected with or incident to this agreement.

Nothing in this agreement is intended to create in the public or in any member of it rights as a third-party beneficiary under this agreement.

The obligations in this "INDEMNIFICATION AND HOLD HARMLESS" section shall survive termination of this agreement.

INSURANCE

The grantee shall procure and maintain insurance, as specified in this section, against claims for injuries to persons and damage to property that may arise from or in connection with any activities of the grantee or its agents, representatives, employees, or contractors associated with the project undertaken pursuant to this agreement. As an alternative, with the written approval of the Executive Officer, the grantee may satisfy the coverage requirement in whole or in part through: (a) its contractors' procurement and maintenance of insurance for work under this agreement, if the coverage otherwise fully satisfies the requirements of this section; or (b) the grantee's participation in a "risk management" plan, self insurance program or insurance pooling arrangement, or any combination of these, if consistent with the coverage required by this section. The grantee shall maintain property insurance, if required below, throughout the term of this agreement. Any required errors and omissions liability insurance shall be maintained from

INSURANCE (Continued)

the effective date through two calendar years after the completion date. The grantee shall maintain all other required insurance from the effective date through the completion date.

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - a. Insurance Services Office ("ISO") Commercial General Liability coverage, occurrence basis (Form CG 00 01) or comparable.
 - b. Automobile Liability coverage: ISO Form Number CA 0001, Code 1 (any auto).
 - c. Workers' Compensation insurance as required by the Labor Code of the State of California.
 - d. Course-of-construction (also known as "Builder's Risk") insurance covering all risks of loss. (Any proceeds of loss payable under this coverage shall be used to replace, rebuild or repair the damaged portions of the facilities and structures constructed under this agreement.)
 - e. Property insurance covering the loss, damage, or destruction of the facilities or structures constructed under this agreement against fire and extended coverage perils. (Any proceeds of loss payable under this coverage shall be used to replace, rebuild and/or repair the damaged portions of the facilities and structures constructed under this agreement.)
2. Minimum Limits of Insurance. The grantee shall maintain coverage limits no less than:
 - a. General Liability: *(Including operations, products and completed operations, as applicable)* \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities under this agreement, or the general aggregate limit shall be twice the required occurrence limit.
 - b. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
 - c. Course of Construction: Completed value of the project with no coinsurance penalty provisions.
 - d. Property Insurance: 90 percent of full replacement cost of the facilities or structures.

INSURANCE (Continued)

3. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Executive Officer.
4. Required Provisions Concerning the Conservancy and the State of California.
 - a. Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled by either party, except after thirty days' prior written notice by first class mail has been given to the Conservancy; or in the event of cancellation of coverage due to nonpayment, after ten days prior written notice to the Conservancy. The grantee shall notify the Conservancy within two days of receipt of notice that any required insurance policy will lapse or be cancelled. at least ten days before an insurance policy held by the grantee lapses or is cancelled, the grantee shall provide the Conservancy with evidence of renewal or replacement of the policy.
 - b. The grantee hereby grants to the State of California, its officers, agents, employees, and volunteers, a waiver of any right to subrogation which any insurer of the grantee may acquire against the State of California, its officers, agents, employees, and volunteers, by virtue of the payment of any loss under such insurance. Grantee agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the grantee has received a waiver of subrogation endorsement from the insurer.
 - c. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - (i) The State of California, its officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the grantee; and with respect to liability arising out of work or operations, including completed operations, performed by or on behalf of the grantee including materials, parts or equipment furnished in connection with the work or operations.
 - (ii) For any claims related to this agreement, the grantee's insurance coverage shall be primary insurance as respects the State of California, its officers, agents and employees, and not excess to any insurance or self-insurance of the State of California.
 - (iii) The limits of the additional insured coverage shall equal the limits of the named insured coverage regardless of whether the limits of the named insurance coverage exceed those limits required by this agreement.

INSURANCE (Continued)

5. Acceptability of Insurers. Insurance shall be placed with insurers admitted to transact business in the State of California and having a current Best's rating of "B+:VII" or better or, in the alternative, acceptable to the Conservancy and approved in writing by the Executive Officer.
6. Verification of Coverage. The grantee shall furnish the Conservancy with original certificates and amendatory endorsements, or copies of the applicable policy language, effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Executive Officer before work commences. The Conservancy may require, at any time, complete, certified copies of all required insurance policies, including endorsements affecting the coverage.
7. Contractors. The grantee shall include all contractors as insureds under its policies or shall require each contractor to provide and maintain coverage consistent with the requirements of this section. To the extent generally available, grantee shall also require each professional contractor to provide and maintain Errors and Omissions Liability insurance appropriate to the contractor's profession and in a reasonable amount in light of the nature of the project with a minimum limit of liability of \$1,000,000.
8. Premiums and Assessments. The Conservancy is not responsible for premiums and assessments on any insurance policy.

AUDITS/ACCOUNTING/RECORDS

The grantee shall maintain financial accounts, documents, and records (collectively, "records") relating to this agreement, in accordance with the guidelines of "Generally Accepted Accounting Principles" ("GAAP") published by the American Institute of Certified Public Accountants. The records shall include, without limitation, evidence sufficient to reflect properly the amount, receipt, deposit, and disbursement of all funds related to the construction and implementation of the project, and the use, management, operation and maintenance of the real property. Time and effort reports are also required. The grantee shall maintain adequate supporting records in a manner that permits tracing from the request for disbursement forms to the accounting records and to the supporting documentation.

Additionally, the Conservancy or its agents may review, obtain, and copy all records relating to performance of the agreement. The grantee shall provide the Conservancy or its agents with any relevant information requested and shall permit the Conservancy or its agents access to the grantee's premises upon reasonable notice, during normal business hours, to interview employees and inspect and copy books, records, accounts, and other material that may be

AUDITS/ACCOUNTING/RECORDS (Continued)

relevant to a matter under investigation for the purpose of determining compliance with this agreement and any applicable laws and regulations.

The grantee shall retain the required records for a minimum of three years following the later of final disbursement by the Conservancy, and the final year to which the particular records pertain. The records shall be subject to examination and audit by the Conservancy and the Bureau of State Audits during the retention periods.

If the grantee retains any contractors to accomplish any of the work of this agreement, the grantee shall first enter into an agreement with each contractor requiring the contractor to meet the terms of this section and to make the terms applicable to all subcontractors.

The Conservancy may disallow all or part of the cost of any activity or action that it determines to be not in compliance with the requirements of this agreement.

COMPUTER SOFTWARE

The grantee certifies that it has instituted and will employ systems and controls appropriate to ensure that, in the performance of this agreement, state funds will not be used for the acquisition, operation or maintenance of computer software in violation of copyright laws.

NONDISCRIMINATION

During the performance of this agreement, the grantee and its contractors shall not deny the agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The grantee shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. The grantee and contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the Conservancy to implement such article. The grantee shall permit access by representatives of the Department of Fair Employment and Housing and

NONDISCRIMINATION (Continued)

the Conservancy upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the Conservancy shall require to ascertain compliance with this clause. The grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

The grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts to perform work under this agreement.

PREVAILING WAGE

Work done under this grant agreement may be subject to the prevailing wage and other related requirements of the California Labor Code, Division 2, Part 7, Chapter 1, sections 1720-1861. If required by law to do so, the grantee shall pay prevailing wage to all persons employed in the performance of any part of the project and otherwise comply with all associated requirements and obligations.

The grantee shall review applicable statutory provisions and the regulations adopted under the provisions and the information available on the Department of Industrial Relations website (<http://www.dir.ca.gov/Public-Works/PublicWorks.html>) to determine its responsibilities. The grantee may also review the Conservancy publication, *Information on Current Status of Prevailing Wage Laws for State Coastal Conservancy Grantees (March 2015)*, available from the Conservancy on request, for additional information.

INDEPENDENT CAPACITY

The 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 of California.

ASSIGNMENT

Without the written consent of the Executive Officer, the grantee may not assign this agreement in whole or in part.

TIMELINESS

Time is of the essence in this agreement.

EXECUTIVE OFFICER'S DESIGNEE

The Executive Officer shall designate a Conservancy project manager who shall have authority to act on behalf of the Executive Officer with respect to this agreement. The Executive Officer shall notify the grantee of the designation in writing.

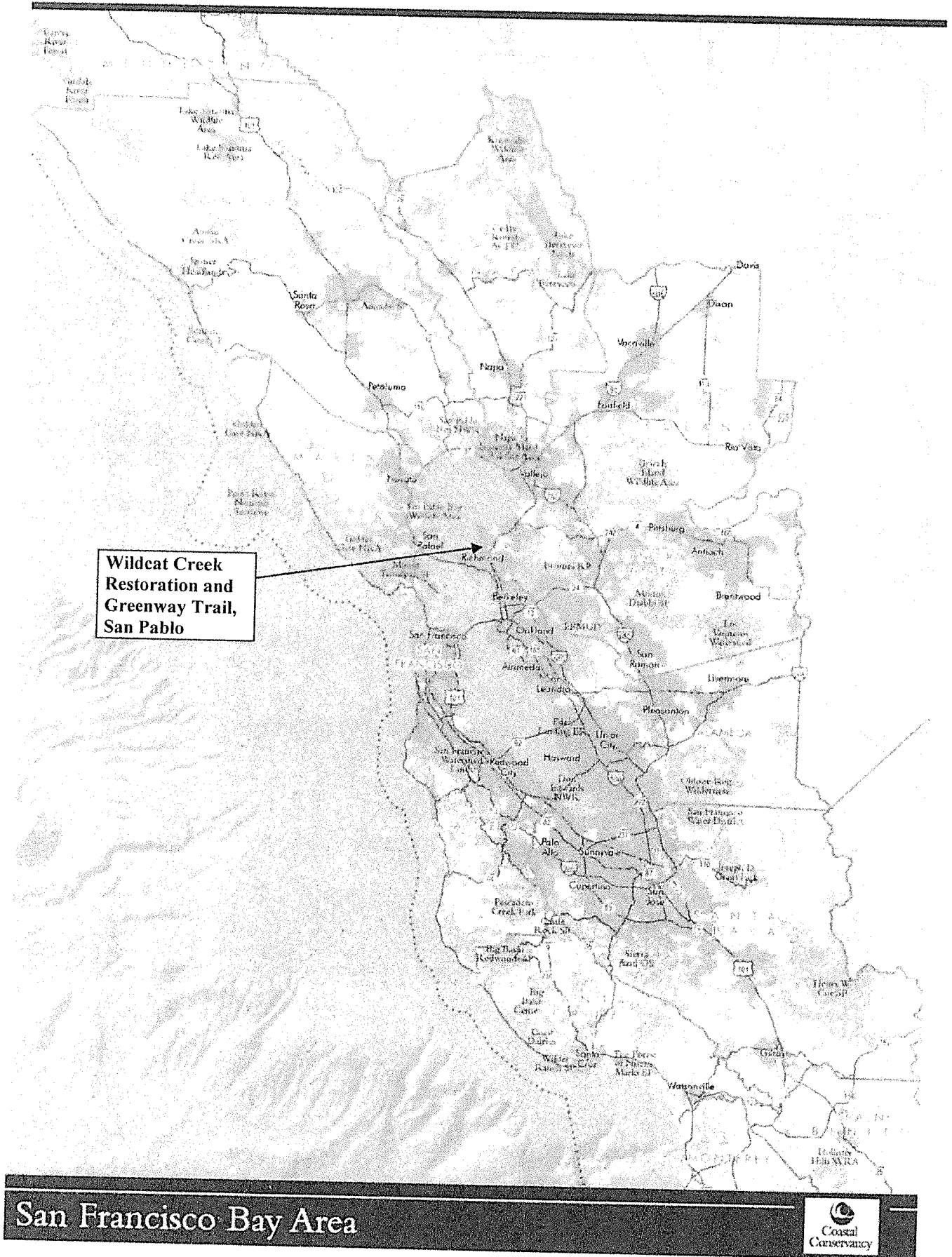
AMENDMENT

Except as expressly provided in this agreement, no changes in this agreement shall be valid unless made in writing and signed by the parties to the agreement. No oral understanding or agreement not incorporated in this agreement shall be binding on any of the parties.

LOCUS

This agreement is deemed to be entered into in the County of Alameda.

Exhibit A: Project Location



San Francisco Bay Area



Exhibit B

COASTAL CONSERVANCY

Staff Recommendation
September 28, 2017

Wildcat Creek Restoration and Greenway Trail

Project No. 17-022-01
Project Manager: Avra Heller

RECOMMENDED ACTION: Authorization to disburse up to \$1,300,000 to the City of San Pablo in order to widen and restore approximately 2,200 linear feet of Wildcat Creek, and construct a parallel Class I bicycle and pedestrian greenway trail from Church Lane to Vale Road in the City of San Pablo, Contra Costa County.

LOCATION: Plaza San Pablo, City of San Pablo, Contra Costa

PROGRAM CATEGORY: San Francisco Bay Area Conservancy

EXHIBITS

Exhibit 1: Project Location and Site Maps

Exhibit 2: Restoration Designs and Site Photos

Exhibit 3: Project Letters

RESOLUTION AND FINDINGS:

Staff recommends that the State Coastal Conservancy adopt the following resolution pursuant to Sections 31160–31165 of the Public Resources Code:

“The State Coastal Conservancy hereby authorizes the disbursement of an amount not to exceed one million three hundred thousand dollars (\$1,300,000) to the City of San Pablo to conduct riparian restoration and develop a portion of the Wildcat Greenway Trail on City property from Church Lane to Vale Road, in the City of San Pablo. This authorization is subject to the following conditions:

1. The project shall not commence and no Conservancy funds shall be disbursed for the project until the Executive Officer of the Conservancy has reviewed and approved in writing:
 - a. A detailed work program, schedule, and budget.
 - b. Names and qualifications of any contractors to be employed in carrying out the project.
 - c. A signage plan that acknowledges Conservancy funding, and Proposition 1 as the source of that funding.

Exhibit B
WILDCAT CREEK RESTORATION AND GREENWAY TRAIL

- d. Documentation that the City of San Pablo has obtained all permits and approvals required for the project under federal, state, and local law.”

Staff further recommends that the Conservancy adopt the following findings:

“Based on the accompanying staff report and attached exhibits, the State Coastal Conservancy hereby finds that:

1. The proposed authorization is consistent with Chapter 4.5 of Division 21 of the Public Resources Code, regarding the San Francisco Bay Area Conservancy Program.
2. The proposed project is consistent with the current Conservancy Project Selection Criteria and Guidelines.”

PROJECT SUMMARY:

The City of San Pablo’s proposed Wildcat Creek Restoration and Urban Greenway Trail project will restore an approximately 2,200 linear foot section of Wildcat Creek, and build an adjacent Class I pedestrian and bicycle greenway trail. The riparian restoration will improve sediment transport throughout the project reach, provide improved refuge areas for steelhead trout, widen the creek corridor, modify the floodplain to accommodate larger flow volumes, and restore native vegetation along the banks. This project also aims to correct a public deficit in access to green space, and connect local citizens to their natural environment by creating a greenway trail along the restored creek. This trail will be part of the larger Wildcat Creek trail, which will eventually connect Wildcat Canyon Regional Park to the San Francisco Bay Trail.

This section of Wildcat Creek currently faces a wide variety of threats and degradation, all of which this project aims to amend:

Unstable Banks: In San Pablo’s urban watershed, storm runoff creates high flows within the project’s reach of Wildcat Creek. The force of these flows has resulted in steep high banks, and a creek which is disconnected from its floodplain. This condition exacerbates both bank erosion and channel instability, as evidenced by the array of deteriorating concrete armoring and other patchwork revetments along the 15 foot high, steep banks of the project reach. The 40-foot width of the riparian corridor between banks allows for only a very narrow band of creek-side vegetation—currently dominated by nonnative, invasive plant species such as Algerian ivy and Himalayan blackberry. (See photos in Exhibit 2.)

Degraded Habitat: Wildcat Creek historically supported a population of steelhead trout, which were reintroduced to the system in 1983; however, they have not been recorded in the creek in recent years. A 2006 in-stream habitat condition assessment for trout downstream of San Pablo Avenue found the habitat overall to be “sub-par” for channel complexity and habitat, with only three late-summer pools identified as viable for trout species. Those three pools area all within the proposed project’s reach of the creek. Anecdotal reports indicate that the pools have since filled in as a result the watershed’s heavy sediment loading.

Exhibit B
WILDCAT CREEK RESTORATION AND GREENWAY TRAIL

Water Quality: Benthic macroinvertebrate (BMI) bioassessment surveys within the project reach in 2005 and 2006 indicated a decrease in water quality from “fair” to marginal” using the Index of Biotic Integrity (IBI) scoring system. Wildcat Creek is also on EPA’s 303(d) Impaired Waters list as impaired by Diazinon, a non-point source input from pesticide use. Finally, fences at the top of the bank, along backyards and other property lines effectively make the creek corridor a concealed area, promoting illegal dumping of household waste, and the use and disposal of biohazardous materials.

Lack of Open Space: The City of San Pablo is significantly deficient in public green spaces. The City has a park ratio of 0.7 acres of parkland per 1,000 residents, which is significantly below the San Pablo General Plan’s recommended three acres per 1,000 residents. Wildcat Creek remains one of the few natural features in San Pablo’s urban landscape, however there is no safe access to this reach of the creek, which has made it a target for illegal encampments, illegal dumping and other illicit activities.

Flooding: The project reach is not prone to flooding due to its very high bank slopes. However just a few blocks downstream, chronic overbank flooding is a burden for the City’s disadvantaged communities. In 2000, the Federal Emergency Management Association (FEMA) expanded its designated 100-year Flood Zone in the City of San Pablo to include 1,200 additional parcels which are all found within a mile downstream of the project site.

The Project proposes to address these critical threats through a mix of improvements including channel restoration, floodplain modifications and creation of the greenway trail. First, approximately 2,200 linear feet of creek channel will be restored to establish an active channel width-to-depth ratio that effectively transports sediment throughout out the reach without excessive aggradation or deposition. The design takes into account earlier geomorphic studies, analyses of nearby restoration projects that have matured over time, and private property constraints. The channel bed will be designed to improve in-stream habitat complexity by creating a more optimum riffle-to-pool ratio (as close to 1:1 as possible) throughout the reach. In addition, large woody debris, root balls, and other “natural” snags will be placed strategically to provide refuge for trout.

In addition, the right bank will be laid back throughout its reach in order to stabilize it. A five to fifteen foot wide floodplain bench terrace will be excavated into the right bank just above the active channel height to allow the channel to accommodate larger flow volumes (reducing downstream flood risks) within its banks, while reducing the erosive energy of the moving water against the left bank. This modified floodplain will improve both water quality and trout habitat by encouraging the deposition of sediments on the terrace rather than in the stream bed, where sediments currently smother coarse bed materials (see Exhibit 2).

Laying the slope back will widen the creek corridor throughout the project area, translating to over 60,000 sq. feet of plantable space. More than 2,500 riparian plants (including Big Leaf Maple, Coast Live Oak, Alders, Buckeye, Dogwood, Currant, Gooseberry, and Ninebark) will be planted on the restored right bank. This plant material will be sized in 15 gallon containers or smaller to allow for greater adaptation to site conditions as plants mature. This new area of native vegetation will increase bank stability, encourage groundwater recharge, and in alignment with the RWCQB regulatory mandates, use natural bio-filtration methods to treat runoff and

Exhibit B
WILDCAT CREEK RESTORATION AND GREENWAY TRAIL

improve water quality. Native vegetation will also create improved habitat for native birds and pollinators, critical players in the full restoration of Wildcat Creek's riparian habitat.

The project will build a pervious pavement Greenway Trail following the contours of the creek, from Church Lane to Vale Road. The trail will be 10 feet wide, and will qualify as a Class 1 shared path. This trail will connect neighborhoods in San Pablo and Richmond to health services (the new West County Health Center), the San Pablo Library, transit stops for multiple bus lines (L, 669, 72, 679), the San Pablo Church Lane Senior Center, the planned San Pablo City Hall and more. The installation of this greenway trail will elevate the public's knowledge of Wildcat Creek, and provide community access to open space along a natural resource that has long been hidden behind fence lines. Developing this connected pathway will benefit local and regional citizens by encouraging healthy habits, such as walking and biking to work, with associated regional benefits by reducing air pollution and greenhouse gas emissions from the reduction of cars on the road. The trail will provide safe multi-modal access between Church Lane and Vale Road and eventually, the Wildcat Creek trail will connect Wildcat Canyon Regional Park to the San Francisco Bay Trail, increasing the accessibility and usability of these natural resource areas for members of this underserved community.

The City also plans to pilot an innovative long-term management and monitoring approach for this project site. To reduce costs, and increase opportunities for community engagement, the City plans to partner with local nonprofits, Earth Team and The Watershed Project, to train local students in plant identification, survival counts, cross-sectional and percent cover analysis, and other monitoring requirements. After the first three years of vegetation installation and establishment, the non-profits (with student participation) would begin performing the project monitoring and provide the City and regulatory agencies with an annual report. This pilot project would teach job skills, connect community members to restoration work in their area, and provide education and awareness of local environmental issues.

The City of San Pablo is the owner of the property on which the project would take place. When the property was purchased and subdivided in 2014, the City specifically set aside Lots 6 and 7 to allow for future restoration of the creek and the development of a greenway trail. City of San Pablo maintenance staff are experienced in providing vegetation maintenance for similar programs, and are currently managing three ongoing creek restoration sites: the Rumrill Bridge revitalization, the Davis Park Daylighting Project, and the Davis Park to 23rd street stretch of Wildcat Creek.

Site Description: Wildcat Creek drains an 11-square-mile watershed straddling Alameda and Contra Costa Counties. The creek flows from hilly open space areas managed by the East Bay Regional Park District (including Tilden and Wildcat Canyon Regional Parks) down through the densely developed flatland communities of San Pablo, Richmond, and unincorporated North Richmond. About 2.2 miles of Wildcat Creek's open channel run through the City of San Pablo's mostly minority, low-income communities. The proposed restoration and greenway trail project is located on 2,200 feet of Wildcat Creek running on city property between a private high school and condominium complex, and a city-owned 18-acre parcel which was formerly a trailer park. The 18-acre parcel is now being redeveloped as "Plaza San Pablo" (See Exhibit 1). Current planned developments include the West County Health Center, the San Pablo Library and a new City Hall. Future planned development zoning for the area will include commercial office (including medical offices), residential, institutional, and hotel. When the site was purchased and

Exhibit B
WILDCAT CREEK RESTORATION AND GREENWAY TRAIL

subdivided in 2014, the City specifically created Lots 6 and 7 to allow for future restoration of the creek and the development of a greenway trail. This project is located entirely in an area identified as a Severely Disadvantage Community Tract. According to the California State Parks Community Fact Finder, fifteen percent of the population living within half a mile from the project site lives below the poverty line. The median household income of the area is \$39,988.

Project History: The Conservancy has an extensive history funding the planning for creek restoration and connector trail construction along Wildcat Creek. Over the past thirty years the Conservancy has expended 1.4 million dollars to a variety of grantees including the City of Richmond, Contra Costa County, and the East Bay Regional Park District to construct six miles of Bay Trail and Wildcat Creek trail, and restoration of the lower reaches and marsh at the mouth of Wildcat Creek.

Of that funding, the City of San Pablo has to-date specifically received a total of \$237,000. The City received \$120,000 in 2006, as part of the third Bay Trail Block Grant, to complete final construction plans and specs for design of trail, public plaza, park and stream bank restoration in Davis Park, San Pablo. This grant followed an earlier grant which provided \$17,000 towards a feasibility and design study of the Davis Park trail segment. In 2010, as part of the fourth Bay Trail Block Grant, the City of San Pablo received a further \$100,000 to construct 0.2 miles of the Wildcat Creek Bay Trail Connector from 23rd Street to Davis Park. This project is located about half a mile from the start of the 23rd street portion of trail.

PROJECT FINANCING

Coastal Conservancy	\$1,300,000
California Natural Resources Agency	\$689,222
Contra Costa Measure J – Pedestrian, Bike and Trail Facility	\$1,000,000
Contra Costa Measure J – Livable Communities	\$280,000
City of San Pablo	\$307,552
Project Total	\$3,576,774

The expected source of funding for this \$1,300,000 authorization is the fiscal year 2016/17 appropriation to the Conservancy from the “Water Quality, Supply, and Infrastructure Improvement Act of 2014” (Proposition 1, Division 26.7 of the Water Code, § 79700 et seq.). Funds appropriated to the Conservancy derive from Chapter 6 (commencing with Section 79730) and may be used “for multi-benefit water quality, water supply, and watershed protection and restoration projects for the watersheds of the state” (Section 79731). Section 79732(a) identifies the specific purposes of Chapter 6, of which the following pertain to this project: subsection a(12): assist in the recovery of endangered, threatened, or migratory species by improving watershed health, instream flows, fish passage; subsection (a)(11): reduce pollution or contamination of rivers and streams, and protect or restore natural system functions that contribute to water supply, water quality, or flood management; subsection a(3) restore river parkways and urban river greenways; and subsection (a)(9): protect and restore urban watershed

Exhibit B
WILDCAT CREEK RESTORATION AND GREENWAY TRAIL

health to improve watershed storage capacity, protection of life and property, storm water resource management and greenhouse gas reduction.

As required by Proposition 1, the proposed project provides multiple benefits and will help achieve the above-referenced Chapter 6 purposes. The project will help to improve water quality, habitat connectivity, and flood reduction through the creek restoration and re-grading aspects of this project, and increase the area's resilience to the potential impacts of climate change. The project, through the development of the Greenway Trail, will help to restore and create a urban river greenway project within a Disadvantaged Community.

The proposed project was selected through the sixth-round competitive grant process under the Conservancy's Proposition 1 Grant Program Guidelines adopted in June 2015 (see § 79706(a)). The proposed project meets each of the evaluation criteria in the Proposition 1 Guidelines as described in further detail in this "Project Financing" section, the "Project Summary" section and in the "Consistency with Conservancy's Project Selection Criteria & Guidelines" section of this report.

The remaining \$2,276,774 in cost share funds for this project proposal come from a variety of state and local sources: \$689,2000 in State funding from the California Natural Resources Agency, \$1,000,000 from Contra Costa Measure J (a half-cent county-wide transportation and sales tax) – Pedestrian, Bike and Tail Facilities, and another \$280,000 from Contra Costa Measure J – Livable Communities. Finally, the City of San Pablo is contributing \$307,552 to complete the funding for this project.

CONSISTENCY WITH CONSERVANCY'S ENABLING LEGISLATION:

The proposed project would be undertaken pursuant to Chapter 4.5 of the Conservancy's enabling legislation, Public Resource Code Sections 31160-31165, which states that the Conservancy may award grants in the nine-county San Francisco Bay Area to help achieve the goals of the San Francisco Bay Area Conservancy Program. The proposed project is located in Contra Costa County, one of the nine San Francisco Bay Area counties. The following goals of the San Francisco Bay Area Conservancy Program are achieved by this proposed project:

Section 31162(b), which authorizes the Conservancy to "protect, restore, and enhance natural habitats and connecting corridors, watersheds, scenic areas, and other open-space resources of regional significance [within the SF Bay Area]." This project will restore and enhance an urban watershed and riparian habitat within the San Francisco Bay Area.

Section 31162(d), which authorizes the Conservancy to award grants to "promote, assist, and enhance projects that provide open space and natural areas that are accessible to urban populations for recreational and educational purposes." This project will create a public open space that is easily accessible to the residents of the City of San Pablo and nearby communities for recreational and educational purposes.

Section 31163(b), which authorizes the Conservancy to award grants to "support interagency actions and public/private partnerships in the San Francisco Bay Area ...providing for broad-based local involvement in, and support for, the San Francisco Bay Area Conservancy Program." This project involves a wide variety of public and private stakeholder engagement in linking urban communities to significant public trails, as well as improving SF Bay watershed functions.

**CONSISTENCY WITH CONSERVANCY'S 2013 STRATEGIC PLAN
GOAL(S) & OBJECTIVE(S), AS REVISED JUNE 25, 2015:**

- **Goal 11F:** The project helps to achieve the goal of enhancing riparian and riverine habitat, including projects that remove barriers to fish passage, and ensure sufficient instream flow, within the San Francisco Bay Area.
- **Goal 12I:** The project is part of the construction of the Wildcat Creek Trail, a piece of a trail which when completed will serve as an urban connection between Wildcat Canyon Regional Park and the San Francisco Bay Trail, a regionally significant trail.

The proposed project is consistent with the Conservancy's Project Selection Criteria and Guidelines, last updated on October 2, 2014, in the following respects:

1. **Promotion of the Conservancy's statutory programs and purposes:** See the "Consistency with Conservancy's Enabling Legislation" section above.
2. **Consistency with purposes of the funding source:** See the "Project Financing" section above.
3. **Promotion and implementation of state plans and policies:**

Exhibit B
WILDCAT CREEK RESTORATION AND GREENWAY TRAIL

- This project achieves three actions of the *California Water Action Plan*: Action 2 by its location within a Disadvantaged Community and its multi-benefit approach to habitat restoration and urban recreation; Action 4, improving habitat for anadromous fish; and Action 8, constructing terraced stream banks to increase flood protection.
 - *California @ 50 Million: The Environmental Goals and Policy Report* – This project promotes the Build a Resilient and Sustainable Water System Goal by building resilience into natural systems through the development of the terraced floodplain in the riparian restoration, and green infrastructure through the pervious pavement trail.
 - *CA Climate Adaptation Strategy/Safeguarding California: Reducing Climate Risk Plan* – This project will help to meet the goal of connecting rivers to their floodplains and provide natural floodplain features and functions that slow, spread, capture, and infiltrate floodwaters through the deployment of a terraced floodplain. This project will show how this can be achieved in a highly urbanized area with limited space.
 - *CA Wildlife Action Plan* – The project will help implement Goal 2- Enhance Ecosystem Conditions by removing nonnative/ invasive plant species and replacing them with native species which will enhance ecosystem conditions. The project will also improve the creek system to support native fish. Goal 3- Enhance Ecosystem Functions will also be met through this project by restoring the creek to a more natural state by removing manmade structures and establishing a flood terrace to resist erosion and better transport sediment through the reach.
4. **Support of the public:** This project has received broad public support, including support from 15th Assembly District Assemblymember Tony Thurmond; California State Senator (9th District) Nancy Skinner; Keith Lichten, Chief of the Watershed Management Division for the SF Bay Regional Water Quality Control Board; as well as support from various community interest groups. See “Project Letters,” Exhibit 3.
5. **Location:** This project is located on city-owned property, in the Plaza San Pablo development area, City of San Pablo, Contra Costa County, within the jurisdiction of the San Francisco Bay Area Conservancy Program. The project area is entirely within a Disadvantaged Community as defined by the California State Parks Community Fact Finder.
6. **Need:** Though the grantee has recruited significant funding from various state and local sources, the requested Conservancy grant a large and critical portion of the needed funds. Without the Conservancy’s participation in the project the city would be unable to build the Greenway trail and would have to modify the creek restoration design and scope.
7. **Greater-than-local interest:** This project would restore approximately 2,200 linear feet of Wildcat Creek between Church Lane and Vale Road, restoring and improving riparian habitat for steelhead trout, a regionally significant species, which were reintroduced to the creek in 1983. Additionally, this project is part of a larger effort to restore Wildcat Creek as a whole and establish a connected bike and pedestrian greenway trail between Wildcat Canyon and the San Francisco Bay Trail.

Exhibit B
WILDCAT CREEK RESTORATION AND GREENWAY TRAIL

8. **Sea level rise vulnerability:** The City of San Pablo is approximately 1.3 miles from the Bay shoreline, yet Wildcat Creek experiences tidal flooding that will increase with rising sea levels. The proposed project is in an area identified as a FEMA Special Flood Hazard Area 500 and 100 Year Flood Zone (also known as 0.2% Annual Chance Flood Hazard). The project proposes a five to fifteen foot wide terrace to be excavated into the right bank just above the active channel height. This modified floodplain will allow the channel to accommodate larger flow volumes, which could help to mitigate future flooding due to sea level rise. This restoration and realignment will also reduce erosion, and improve sediment transport through the project reach.

Additional Criteria

9. **Urgency:** Planning for the design and construction of various aspects of Plaza San Pablo is underway. The properties adjacent to the site are currently undeveloped providing easy access for restoration and trail construction work. However, the adjacent lots are currently undergoing negotiations for development, some of which is expected to begin in 2018. The consequences of not accomplishing the project in the near future include decreased access to the project site, the collapse of the existing gabion wall and the continued sediment burdening of the creek. Without the restoration project as a guide, left bank property owners are more likely to attempt further uncoordinated and unpermitted activities to armor their banks. Often these armoring efforts are counterproductive, leading to increased erosion on the opposite bank or further downstream.
10. **Resolution of more than one issue:** This project is a multi-benefit project which would correct issues of anadromous fish (and other related biota) habitat degradation, bank instability, poor water quality, unequal access to greenspace, and downstream flooding events.
11. **Leverage:** See the "Project Financing" section above.
12. **Innovation:** The installation of root wads into the creek channel to develop improved fish habitat is innovative because though this technique is common for rural restoration projects, it is rarely employed in urban stream restoration. The City also plans to pilot an innovative long-term management and monitoring approach for this project site. To reduce costs, and increase opportunities for community engagement, the City plans to partner with local nonprofits, Earth Team and The Watershed Project, to train local students in plant identification, survival counts, cross-sectional and percent cover analysis, and other monitoring requirements. The non-profits (with student participation) would perform the monitoring and provide the City and regulatory agencies with an annual report. This pilot project will teach job skills, connect community members to restoration work in their area, and provide education and awareness of local environmental issues.
13. **Readiness:** In 2014, The City of San Pablo purchased and subdivided Lots 6 and 7 for the purpose of restoring Wildcat Creek through the project reach, and constructing the adjacent greenway trail. Recently the City has purchased 2023 Vale Road and current plans are to ensure the restoration and trail is complete from the Church Land to Vale Road as part of this project. The project has already completed the concept design as well as the 35% design phase for the first 700 feet of the project (see Exhibit 2). The City is now prepared to finalize

Exhibit B
WILDCAT CREEK RESTORATION AND GREENWAY TRAIL

designs and secure required permits for the project. It is estimated that project construction could occur approximately one year after funding is awarded.

14. Realization of prior Conservancy goals: “See “Project History” above.”

15. Return to Conservancy: See the “Project Financing” section above.

16. Vulnerability from climate change impacts other than sea level rise: Wildcat Creek is highly susceptible to the impacts of climate change. Climate change will likely increase short duration rainfall intensities and exacerbate storm water flooding along Wildcat Creek. This project design addresses this vulnerability by providing a widened vegetated channel that will convey flood flows safely downstream while also providing water capture and flow reduction benefits for the frequently flooded areas downstream that are expected to experience more severe flooding with climate change. At the opposite end of the climate spectrum, climate change is projected to dramatically increase summer ambient air and water temperatures in creeks. This reach is the only reach within Wildcat Creek with significant summer pools, and the project’s added channel complexity and restored channel vegetation will improve cold water refuge (pools) for steelhead trout and other riverine species.

17. Minimization of greenhouse gas emissions:

The City intends to implement best management practices to reduce greenhouse gas emissions during construction, including the following:

- a. Reduce unnecessary idling of vehicles and equipment.
- b. The City has a construction and demolition recycling requirement of 65% diversion.
- c. When possible the City will be reusing natural aspects on site (i.e. large trees that are required to be removed will be used as creek features).
- d. The City encourages construction contractors to abide by good engine maintenance to meet manufacturer standards, and properly train operators to run equipment efficiently.
- e. LED lighting will be used for the trail.
- f. The City will review material types for the trail and include evaluation of sustainable and environmentally friendly pavement materials as part of the process.

COMPLIANCE WITH CEQA:

The proposed project is categorically exempt from the provisions of CEQA pursuant to 14 Cal. Code of Regulations Section 15304 – Minor Alterations to Land, and Section 15333 - Small Habitat Restoration Projects. The trail installation and stream restoration work involve minor alterations in the condition of land, water and vegetation which do not involve removal of healthy, mature, scenic trees, as well as the restoration and enhancement of habitat for plants, fish, and other wildlife that will benefit from creek stabilization and restoration.

Upon Conservancy approval, staff will file a Notice of Exemption.