



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 P1796013**

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: Contra Costa County Flood Control and (Grantee)
 Water Conservation District
 255 Glacier Dr.
 Martinez, CA 94553

SECTION 1 – LEGAL BASIS OF AWARD

The California Department of Fish and Wildlife (CDFW) developed the Watershed 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 and watershed restoration and protection projects.

Pursuant to CWC Section 79738 and Fish and Game Code (FGC) 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 \$537,457 to financially support and assist Grantee’s implementation of the Lower Walnut Creek Restoration Project.

Term: The term of this Agreement is **September 1, 2017**, or upon Grantor approval, whichever is later, through June 30, 2020.

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 expenditure of Grant monies must be in accordance with the Project budget and narrative (the Budget) set forth within this Agreement. Grantee may not transfer Grant monies between or among Budget line items without written approval from CDFW Grant Manager in accordance with Section 8 – Budget.

SECTION 4 – GRANTEE'S REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants to Grantor as follows:

- 4.01 Existence and Power:** Grantee is a governmental entity, 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.a 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, Budget. Any changes in the Project's budget shall be submitted to the Grantor for approval prior to any change taking place (refer to Section 8.01.2, Budget Flexibility).
- 5.04 Payment Schedule:** Payments shall be made to Grantee according to the payment and report schedule identified in Section 8, Budget, Section 8.03.1, Disbursements and Section 6.0305, Timelines.
- 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 payment and report 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: Public Entities General Grant Provisions (Exhibit 1.a)** is attached hereto and made a part of this Agreement.
- 5.08 Amendments:** Any request for an amendment of this Agreement by the Grantee must be submitted to the CDFW Grant Manager no later than 120 days before the term of this Agreement expires. 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]). The Grantee shall include appropriate acknowledgement of credit to the Watershed Restoration Grant Program and its implementing agency, the California Department of Fish and Wildlife, for its financial support when using any 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 a Grant Agreement with Contra Costa County Flood Control and Water Conservation District (Grantee) to provide funding for the project entitled Lower Walnut Creek Restoration Project.

The Lower Walnut Creek Restoration Project (Project) will restore and enhance coastal wetlands along the southern shoreline of Suisun Bay and from Suisun Bay upstream along Walnut Creek and its tributary Pacheco Creek, improving habitat quality, diversity, and connectivity along three miles of creek channel, up to 224 acres in total. The Project will restore habitat for native and special-status species such as salmonids, salt

marsh harvest mouse, Ridgway's rail, and California black rail. In addition to improved habitat for fish and wildlife, the restored and enhanced wetlands will provide sustainable flood protection and increased resiliency to sea level rise and storm events.

The Project is currently in the Planning Phase, and this Grant will fund the completion of environmental compliance documentation, permitting, and final engineering design.

6.02 Objectives(s): Specific objectives of the work performed under this Agreement are to

1. Prepare CEQA documents
2. Apply for all applicable regulatory permits for future restoration activities
3. Develop final engineering design for Project area restoration
4. Develop a Monitoring and Adaptive Management Plan

6.03 Project Description:

6.03.1 Location: The Project area encompasses the lowest four miles of Walnut Creek and Pacheco Creek in northcentral Contra Costa County. The Project area is located in an unincorporated region of Contra Costa County, approximately three miles east of the City of Martinez.

6.03.2 Project Set Up: Grantee will serve as Project Lead, responsible for Project oversight, administration, management, and reporting (Task 1) and Public Outreach (Task 6). A Civil Design and Environmental Compliance Subcontractor (Primary Subcontractor) will lead Tasks 2-5, as described in 6.03.4, Project Implementation.

6.03.3 Materials and Equipment: No materials or equipment will be purchased through this Agreement.

6.03.4 Project Implementation: Grantee will complete the following tasks as outlined and as proposed during the Fiscal Year 2016/17 Proposition 1 Restoration Grant Programs solicitation process. Complete proposal package is located with CDFW Watershed Restoration Grants Branch staff at: 1700 9th Street, Sacramento, CA.

Task 1 – Project Management, Administration, and Reporting

Grantee or Primary Subcontractor shall provide all administrative services associated with performing and completing the work during the Planning Phase for this Project. Grantee shall be responsible for the performance of the work as set forth in this Agreement. Grantee shall be responsible for the preparation of deliverables and a final report, as specified Section 6.03.5

“Timelines.” Grantee Project Manager shall promptly notify the CDFW Grant Manager of events or proposed changes that could affect the Scope of Work (SOW), budget, or schedule of work performed under this Grant.

Administrative duties shall include Project management; budgeting; scheduling; coordination; report preparation; Grant and subcontract management; invoicing; and data collection, storage, and analysis; and all other responsibilities that may be necessary to complete the SOW specified in this Grant.

Project management shall include developing any subcontracts, finalizing and executing subcontracts, setting up and maintaining financial accounts for this Project, reviewing and approving subcontractor invoices, processing payments, technical oversight, preparation of Quarterly Progress Reports, attending meetings of technical committees, and meetings of other groups.

Subtask 1.1: Project Reporting and Project Deliverables

Grantee shall prepare and submit Quarterly Progress Reports, a Final Report, a Project Close-Out Summary Report, and all other grant deliverables to the CDFW Grant Manager as scheduled and specified in Section 7, Reports. Each progress report shall detail work accomplished, discuss any problems encountered and recommend potential solutions to those problems, detail costs incurred during the subject period, and document delivery of any intermediate work deliverables. Grantee shall provide a brief outline of upcoming work scheduled for the subsequent period. Grantee shall submit progress reports within thirty (30) days following each quarterly month following Grant execution.

Grantee Project Manager shall submit all reports, Grant deliverables, etc. electronically, using one (1) or more of the following formats (as applicable): pdf or Microsoft Office (e.g., Word, Excel, PowerPoint, Access). In all cases, Grantee shall clearly identify the software program needed to open, view, and archive the files/Grant deliverables. The standard three (3) digit file extension is sufficient information to determine the electronic format used.

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

Grantee may award subcontracts as necessary, to qualified consultants or other agencies. Grantee shall select subcontractors

by a process that complies with applicable State and federal regulations and prepare a legally enforceable contract between Grantee and the selected subcontractors. The contract shall describe the SOW and the deliverables expected from each subcontractor. Grantee shall submit subcontract documents to the CDFW Grant Manager for inclusion in the Grant file. In the Quarterly Progress Report, Grantee shall document all subcontractor activities, completed Grant deliverables, progress, issues, and proposed resolutions.

Subtask 1.4: Data Management

Data management activities will be coordinated by the Grantee Project Manager. Grantee shall be responsible for verifying the quality of the data in accordance with applicable Quality Assurance/Quality Control procedures. Grantee shall prepare and submit to the CDFW Grant Manager all data generated by the Project. Grantee, its contractors and collaborators are responsible for ensuring that data are collected using peer-approved methods, undergo a quality control and accuracy assessment process and include documentation of the methods and quality assessments utilized, and are properly stored and protected until the Project has been completed and data have been delivered to the CDFW Grant manager. The 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>).

All scientific data collection efforts are required to include metadata files or records indicating at a minimum:

- Who collected the data
- When the data were collected
- Where the data were collected
- How the data were collected (description of methods and protocols)
- The purposes for which the data were collected
- Definitions of variables and abbreviations used, including units of measure
- Any restrictions on the distribution and use of the data
- The terms of any landowner access agreement(s), if applicable
- References to any related CDFW permits or regulatory actions

Grantee shall provide an electronic copy of all Data, and all associated metadata, created or collected under this Agreement to Grantor as a condition of final payment. Original Data and

metadata created or collected under this agreement become the property of Grantee, and may be retained by Grantee, in accordance with Grantee's policies and procedures and used for any purpose related to the Project. Grantor may also use and publish all such Data at its discretion.

Grantee shall upload Project information (including project names, project proponent/contact, project boundary shapefile [polygon], Proposition 1 funding details, pertinent dates, activity type, and habitat types and amounts) to Project Tracker (<http://ptrack.ecoatlas.org/>) in EcoAtlas (<http://www.ecoatlas.org/>).

Task 2 – CEQA Compliance

In coordination with Grantee, Primary Subcontractor shall prepare all required documentation to comply with the California Environmental Quality Act (CEQA), which is anticipated to include: the public Draft Initial Study/Mitigated Negative Declaration (IS/MND); public notices; and following a 30-day comment period, a Response to Comments Technical Memorandum; and a Mitigation, Monitoring, and Reporting Program (MMRP).

Task 3 – Regulatory Permitting

Subtask 3.1: Complete Botanical Survey and Wetland Assessment

Primary Subcontractor shall conduct surveys to complete the botanical and wetland assessment on portions of Pacheco Marsh and Pacheco Creek. These surveys will be:

- Focused surveys for special status plant species and sensitive natural communities that have been historically documented in the Project area
- Conducted in accordance with CDFW plant survey guidelines

Subtask 3.2: US Army Corps of Engineers (USACE) Section 404 Permit

Primary Subcontractor shall prepare the application and supporting documents for the USACE Section 404 Nationwide Permit 27 for Aquatic Habitat Restoration, Establishment, and Enhancement Activities.

Subtask 3.3: Regional Water Quality Control Board (RWQCB) 401 Water Quality Certification

Primary Subcontractor shall prepare an application for the RWQCB 401 Water Quality Certification.

Subtask 3.4: US Fish and Wildlife Service (USFWS) Biological Assessment

Primary Subcontractor shall prepare a Biological Assessment (BA) with USFWS in accordance with Section 7 of the Federal Endangered Species Act (FESA). The BA will evaluate Project impacts on and restoration benefits to Ridgway's rail, salt marsh harvest mouse, and other federally listed terrestrial species with potential to occur within the Project area.

Subtask 3.5: National Marine Fisheries Service (NMFS) Biological Assessment/Essential Fish Habitat Assessment

Primary Subcontractor shall prepare a BA and Essential Fish Habitat Assessment for the USACE consultation with NMFS under Section 7 of FESA concerning marine and anadromous aquatic species. These documents will tier off information in the Biological Resources Technical Memorandum (to be prepared under an existing contract) and will be informed by additional study covered under Task 3.1. The BA will evaluate Project impacts on, and restoration benefits to salmonids, longfin and Delta smelt, and other federally listed marine or anadromous species with potential to occur within the Project area.

Subtask 3.6: California Department of Fish and Wildlife Consultation

Primary Subcontractor shall prepare a technical memorandum describing the Project and the avoidance measures to avoid take of two fully-protected species, California black rail (FGC Section 3511) and salt marsh harvest mouse (FGC Section 4700). The technical memorandum shall be submitted for approval from and consultation with the appropriate CDFW Regional Office.

Subtask 3.7: San Francisco Bay Conservation and Development Commission (BCDC) Major Permit

Primary Subcontractor shall prepare an application for a BCDC major permit, which shall include a Public Access and Open Space Plan.

Subtask 3.8: Cultural Resources Report

Primary Subcontractor shall complete a cultural resources study that includes background research and a surface survey in the Project Area of Potential Effects (APE). The study shall include a records search at the Northwest Information Center of the California Historical Resources Information System to identify previously recorded cultural resources and studies in the APE and shall contact with the Native American Heritage Commission and local Native American tribes to request information on known sacred sites in the Project vicinity. Primary Subcontractor shall complete an intensive surface survey of the APE to identify cultural resources and to report on existing site conditions.

The Cultural Resources Report shall include recommendations for additional work, site evaluation, cultural resources monitoring during project implementation, and/or actions to follow in the event of an inadvertent discovery of cultural materials or human remains. If cultural resources are identified, they shall be recorded on a Parks and Recreation Primary Form 523, and Primary Subcontractor shall prepare a technical report that identifies cultural resources and meets the requirements of Section 106 of the National Historic Preservation Act (as needed for federal permits).

Subtask 3.9: State Lands Use Lease

Primary Subcontractor shall prepare a State Lands Use Lease, if required.

Subtask 3.10: California Department of Fish and Wildlife Lake and Streambed Alteration Agreement (LSAA)

Primary Subcontractor shall prepare a Notification of Lake or Streambed Alteration and enter into an LSAA with the appropriate CDFW Regional Office.

Task 4 – Final Engineering Design

Subtask 4.1: Preliminary (~35%) Restoration Engineering Design

Primary Subcontractor shall prepare the 35% restoration engineering design, which shall include, but is not limited to:

- Marsh grading, including excavation of higher areas
- Tidal channel layout
- Levee lowering
- Levee breaches (locations and sizes)
- New levee layout and preliminary grading
- Upland fill placement
- Relocation of access roads
- Parking and staging area grading

Primary Subcontractor shall develop preliminary quantity and construction cost estimates to determine funding needs for construction.

Subtask 4.2: Restoration Engineering Design Documents (65%, 95%, Final)

Primary Subcontractor shall provide final plans, specifications, and cost estimates (PSE's) for the preferred project. Primary Subcontractor shall provide progress submittals at the 65%- and 95%-completion levels for review and comment by Grantee and CDFW engineering staff. The Final submittal will address all comments on the 95% PSE. Each submittal will include drawings, specifications and cost estimates developed to appropriate levels of completion.

Subtask 4.3: Geotechnical Investigation and Reporting

Primary Subcontractor shall provide geotechnical investigations along new levee alignments and at proposed bridge abutments, geotechnical recommendations on levee construction (e.g., materials, settlement, design parameters), and geotechnical recommendations of bridge abutments (e.g., parameters for pile calculations). The investigation shall include, but is not limited to:

- Review of existing data
- Developing an exploration of work plan
- Laboratory testing of subsurface materials
- Developing profiles of subsurface conditions
- Data analysis
- Developing recommendations for design and construction of new setback levee and bridge foundations

The results of the investigation shall be summarized and submitted in a report along with a site plan, boring logs, and results of laboratory testing.

Subtask 4.4: Structural Design for Bridges/Culverts

Primary Subcontractor will prepare construction documents for up to four (4) crossings over planned levee breaches to Lower Walnut Creek to support continued site access for maintenance and public recreation uses. Primary Subcontractor will consider the use of arch culverts with headwalls as an alternative to an open channel breach with a bridge, as appropriate for each crossing location.

Primary Subcontractor will develop performance specifications for service loads, materials, guardrails, coatings, and support conditions. Designs for bridges, culverts, abutments, and retaining walls will conform to the minimum load requirements and allowable stress limitations prescribed by the California Building Code (CBC) and American Association of State Highway and Transportation Officials (AASHTO).

Subtask 4.5: Preliminary Planting Plan and Propagation Memorandum

Primary Subcontractor shall develop a Preliminary Planting Plan for high marsh/transitional habitat and upland scrubland and grassland habitats that shall include, but is not limited to:

- Design objectives for each habitat function for the Project site
- Plant materials lists and planting methods for each habitat type based on elevation zones and project objectives
- Planting materials (species, sizes, type of containers, transplant types), installation methods, quantities, and

general planting pattern at a preliminary level of development for each type of planting area

- Schematic cross sections indicating planting zones for each habitat function.
- A refined preliminary cost estimate

Subtask 4.6: Revegetation Design Documents (75% and Final)

Primary Subcontractor shall prepare final revegetation plans and specifications for the Revegetation Contract, including one progress submittal at the 75%-completion level. The design elements shall include, but are not limited to:

- Site preparation requirements (e.g., soil surface preparation, weed control/removal, vegetation management)
- Seeding areas, seed mixes, amounts (lbs/acre) and methods
- Planting areas, materials, methods and quantities for riparian, upland and transitional plantings
- Requirements for post planting establishment and maintenance including irrigation, invasive species control, plant replacement coordination and reporting
- Performance specifications for irrigation of planted areas, including irrigation rates and timing

Task 5 – Monitoring and Adaptive Management Plan

Primary Subcontractor shall develop a Monitoring and Adaptive Management Plan (MAMP) that specifies performance and permit compliance monitoring and the adaptive management framework. Baseline and post-Project monitoring shall be identified in the MAMP. Grantee shall complete any additional baseline monitoring (beyond what is described in the Scope of Work), as necessary.

Task 6 – Public Outreach

Grantee shall lead at least two (2) public outreach meetings during the Grant term to present the Project to the community to explain the Project goals and objectives, specific restoration actions, and the possibilities for new public access implemented in coordination with East Bay Regional Park District and the John Muir Land Trust. Other actions covered by this task include targeted outreach via social media and support of the Project’s Stakeholder Advisory Group.

6.03.5 Timelines:

<u>Task</u>	<u>Description</u>	<u>Deliverables</u>	<u>Estimated Completion Dates</u>
1	Project Management 1.1 Reporting and Project Deliverables	Quarterly Progress Reports	Due within thirty (30) days following each quarterly month following Agreement execution

CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

<u>Task</u>	<u>Description</u>	<u>Deliverables</u>	<u>Estimated Completion Dates</u>
	1.2 Quarterly Invoices 1.3 Subcontractor Selection 1.4 Data Management	Draft Final Report Final Report Project Close-Out Summary Report Final Invoice Quarterly Invoices Post and bid information; copy of each Subcontract Project Data uploaded to relevant databases	Due thirty (30) days prior to Final Report due date Due 5/15/2020 Due 6/15/2020 Due with Project Close-Out Summary Report, 6/15/2020 Due with Quarterly Progress Reports, as applicable Due with Quarterly Progress Reports, as applicable Due with Final Report
2	CEQA Compliance	Public Draft IS (plus expected MND, as appropriate) Comment Response Technical Memo Mitigation / Monitoring and Reporting Program	Due 7/2018 Due 2/2019 Due 6/2019
3	Regulatory Permitting 3.1 Complete Botanical Survey and Wetland Assessment 3.2 USACE Section 404 Permit 3.3 RWQCB 401 Water Quality Certification 3.4 USFWS Biological Assessment 3.5 NMFS BA/ Essential Fish Habitat Assessment 3.6 CDFW Consultation	Botanical Survey Report Wetland Delineation 404 Permit Application 401 Water Quality Certification Application USFWS BA NMFS BA/ Essential Fish Habitat Assessment Technical Memorandum for Consultation	Due 3/2018 Due 5/2018 Due 5/2018 Due 5/2018 Due 5/2018 Due 5/2018

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CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

<u>Task</u>	<u>Description</u>	<u>Deliverables</u>	<u>Estimated Completion Dates</u>
	3.7 BCDC Major Permit	BCDC Permit Application	Due 5/2018
	3.8 Cultural Resources Report	Cultural Resources Technical Report	Due 5/2018
	3.9 State Lands Use Lease	State Lands Use Lease	Due 5/2018
	3.10 CDFW LSAA	CDFW LSAA	Due 5/2018
4	Final Engineering Design		
	4.1 Preliminary (35%) Restoration Engineering Design	35% Restoration Design	Due 3/2018
	4.2 Restoration Engineering Design	65% Restoration Design	Due 1/2019
		95% Restoration Design	Due 8/2019
		Final Restoration Design	Due 1/2020
	4.3 Geotechnical Investigation and Reporting	Geotechnical Report	Due 8/2018
	4.4 Structural Design for Bridges/Culverts	65% Structural Design	Due 1/2019
		95% Structural Design	Due 8/2019
		Final Structural Design	Due 1/2020
	4.5 Preliminary Planting Plan and Propagation Memorandum	Planting Plan Memorandum	Due 10/2018
	4.6 Revegetation Design Documents (65% and Final)	65% Revegetation Design	Due 4/2019
		Final Revegetation Design	Due 1/2020
5	Monitoring and Adaptive Management Plan	Monitoring and Adaptive Management Plan	Due 12/2019

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CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

<u>Task</u>	<u>Description</u>	<u>Deliverables</u>	<u>Estimated Completion Dates</u>
6	Public Outreach	Meeting notes and materials from at least two (2) public outreach meetings	Due 4/2020

6.03.5 Compliance:

As applicable:

Written permission must be obtained from landowner(s) for access to perform Project work; copies shall be provided to the 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 at 35%, 65%, and 95%, and staff approval at 100%. 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 the end of the term of this Agreement. 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 Grantee fails to perform in accordance with the compliance provisions of this Agreement, 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:

CDFW Grant Manager:	Contra Costa County Flood Control and Water Conservation District Project Manager:
Name: Erin Aquino-Carhart Address: 1416 Ninth Street, 12 th Floor Sacramento, CA 95814 Phone: (916) 445-1287 Email: erin.aquino-carhart@wildlife.ca.gov	Name: Paul Detjens Address: 255 Glacier Drive Martinez, CA 94553 Phone: (925) 313-2394 Email: paul.detjens@pw.cccounty.us

Direct all administrative inquiries to:

CDFW Grant Coordinator:	Contra Costa County Flood Control and Water Conservation District Project Director:
Name: Keng Saefong Address: 1416 Ninth Street, 12 th Floor Sacramento, CA 95814 Phone: (916) 445-5350	Name: Mike Carlson Address: 255 Glacier Drive Martinez, CA 94553 Phone: (925) 313-2321

Email: keng.saefon@wildlife.ca.gov

Email: mike.carlson@pw.cccounty.us

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. Quarterly Progress Reports shall be submitted with the Quarterly Invoices.

Requirements:

- 1) The first Quarterly Progress Report shall be submitted to the CDFW Grant Manager within thirty (30) days following each quarterly month following Agreement execution and for the term of this Agreement.
- 2) Grantee shall provide all of the following in each Quarterly Progress Report:
 - List of activities and Tasks performed and/or completed
 - Summaries of meetings and/or other events where the Project was presented
 - List and record of milestones accomplished and/or completed
 - List of problems encountered while performing the Task(s) and proposed solutions
 - List of proposed activities and Tasks for the following quarter

Grantee shall submit to the 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 Draft Final Report shall be due 30 days prior to delivery of the Final Report and in the appropriate Microsoft application format (e.g., Word, Excel). The Final Report shall be submitted in either Word (doc/docx) or PDF format.

A Final Report, which summarizes the work performed under the Agreement and describes the work and results pursuant to Section 6, Project Statement, is due no later than 5/15/2020.

The Final Report shall be a summary of findings and Performance

Evaluation including:

- Whether the Project objectives were achieved
- For unmet objectives, describe why it was not possible to achieve them and what could have been done differently
- A short section describing how this Project implements specific actions of the California Water Action Plan
- Provide suggestions for further work that would be a natural progression from this Project

7.03 Project Close-Out Summary Report

Grantee shall prepare and submit a Project Close-Out Summary Report, which summarizes the Project’s accomplishments consistent with the Watershed Restoration Grants Program goals. This report will only be submitted after the CDFW Grant Manager has approved the Final Report, within 30 days from Final Report submission. The Final Invoice will accompany the Project Close-Out Summary Report. A Project Close-Out Summary Report template will be provided by the CDFW Grant Manager. The Project Close-Out Summary Report will consist of one (1) hardcopy and one (1) electronic copy in PDF or Microsoft Word compatible format.

SECTION 8 – BUDGET

8.01 The Grantor will provide an amount not to exceed \$537,457 as shown below in this Budget. Grantee or its partners will provide up to \$537,457 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.

Line Item Budget Detail

Lower Walnut Creek Restoration Project	
A. PERSONNEL SERVICES	\$ 0
B. OPERATING EXPENSES: GENERAL	\$ 0
Indirect Charge Rate (max.20%) (Indirect Charges cannot be applied to subcontracts or equipment)	\$ 0
C. OPERATING EXPENSES: SUBCONTRACTORS	
<i>Civil Design and Environmental Compliance Subcontractor (Primary)</i>	\$ 537,457
D. GRAND TOTAL	\$ 537,457

Table of Funding Sources and Cost Share

Source of Funds	Cash	In-Kind	Total
Proposition 1 Grant Program	\$537,457	--	\$537,457
Grantee or other non-Prop 1 sources	\$337,703	\$199,753	\$537,457
Total Project Cost	\$875,160	\$199,753	\$1,074,913

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.

8.01.1 Prior Approval Requirements: The following changes require prior approval of the CDFW Grant Manager, whether or not the change has a budgetary impact.

1. Change in Project Description
2. Inclusion of restricted use data or copyrighted works in Deliverables
3. Travel not included in the approved Budget
4. Computer (or theft sensitive equipment) not included in the approved Budget
5. Equipment not included in the approved Budget

8.01.2 Budget Flexibility: Budget revisions between identified budget categories that are within the total grant 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) Subject to the prior review and approval of the CDFW Grant Manager, line item shifts of up to \$25,000 or ten percent (10%) of the Grant total, whichever is less, are permitted. Line item shifts must be requested by the Grantee in writing.
- 2) Exceeding 10% or \$25,000, whichever is less, of the last approved budget requires the CDFW Grant Manager prior approval and a formal amendment to this Agreement. The Grantee will submit a revised budget to the CDFW Grant Manager for approval.

Budget transfers that would cause any portion of the funds to be used for purposes other than those consistent with the original intent of this grant are not allowed.

Notwithstanding the above provision, the State may proceed with a formal amendment to this Agreement for budget revisions.

8.02 Payment Provisions:

8.02.1 Disbursements: Grant disbursements will be made to 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 CDFW Grant Manager at:

California Department of Fish and Wildlife
WFD – Watershed Restoration Grants Branch
Attn: Erin Aquino-Carhart
1416 Ninth Street, 12th Floor, Room 1266
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 Grantee;
- Business address of Grantee including P.O. Box, 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 Grantee under the terms of this grant;
- The original signature of the Grantee; and
- Grantee must provide supporting documentation for the invoice and actual receipts upon request of the CDFW Grant Manager.

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CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

8.02.2 Invoice Documentation: Each invoice for payment must be accompanied by a Quarterly Progress Report in accordance with Section 7.01, 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: _____

Printed Name: Tyrone Williams

Title: Assistant Deputy Director, Administration

Date: _____

AUTHORIZED AGENT FOR GRANTEE

By:

Signature: _____

Printed Name: Mike Carlson

Title: Deputy Chief Engineer

Date: _____

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