



GRANT AGREEMENT NUMBER

P1-2211

1. This Grant Agreement is entered into between the State Agency and the Grantee named below:

STATE AGENCY'S NAME/GRANTOR

Sacramento-San Joaquin Delta Conservancy

GRANTEE'S NAME

Contra Costa County Flood Control and Water Conservation District

2. The performance term of this Grant Agreement is:

Effective Start Date: Upon Grant Agreement Execution Date of:

Funding End Date: March 31, 2026

3. The maximum amount of **\$550,000.00**
this Grant Agreement is: (Five hundred and fifty thousand dollars and zero cents)

4. Pursuant to California Water Code 79738, Grantor is authorized to enter into a Grant Agreement (Agreement) and to make an award to the Grantee for the purposes set forth herein. The Grantor and Grantee (Parties) accept the grant on the terms and conditions of the Agreement and the following Sections and Exhibits which are by this reference made a part of the Agreement.

SECTION I: SCOPE OF WORK	Page(s) 2-18
SECTION II: BUDGET DETAIL AND PAYMENT PROVISIONS	Page(s) 19-24
SECTION III: GENERAL TERMS AND CONDITIONS	Page(s) 25-32
EXHIBIT A – PROJECT MAP	Page(s) 33
EXHIBIT B – MONITORING AND MANAGEMENT PLAN	Page(s) 34
EXHIBIT C – GRANTOR RESPONSIBLE AGENCY FINDINGS BOARD RESOLUTION	Page(s) 35
EXHIBIT D – DELTA PLAN COVERED ACTIONS CHECKLIST	Page(s) 36
EXHIBIT E – GRANTEE'S RELEASE	Page(s) 37-38
EXHIBIT F – GRANTEE CERTIFICATION CLAUSES	Page(s) 39-42
EXHIBIT G – EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS	Page(s) 43

IN WITNESS WHEREOF, this Grant Agreement has been executed by the parties hereto.

GRANTEE

GRANTEE'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

Contra Costa County Flood Control and Water Conservation District

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Allison Knapp, Deputy Chief Engineer

ADDRESS

255 Glacier Drive, Martinez, CA 94553

STATE OF CALIFORNIA/GRANTOR

AGENCY NAME

Sacramento-San Joaquin Delta Conservancy

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Campbell Ingram, Executive Officer

ADDRESS

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

**Marsh Creek Reservoir Restoration and Total Mercury Reduction Planning
SECTION I: SCOPE OF WORK**

1. AUTHORITY

The Ecosystem Restoration and Climate Adaptation Grant Program was developed in response to the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1). Proposition 1 amended the California Water Code (CWC) to add, among other articles, section 79738, authorizing the Legislature to appropriate funds to the Sacramento-San Joaquin Delta Conservancy (Grantor) to fund multi-benefit ecosystem and watershed protection and restoration projects that benefit the Delta. Public Resources Code 32320 et. seq. establishes the Grantor and gives it the authority to enter into Grant Agreements. To further the goals of Proposition 1, the Grantor is entering into this planning project Grant Agreement (Agreement) with Contra Costa County Flood Control and Water Conservation District (Grantee) to provide funding for the completion of the activities set forth in this Agreement. Unless otherwise specified in this Agreement, the Grantee will complete Marsh Creek Reservoir Restoration and Total Mercury Reduction Planning as stated in and using the information specified by the Grantee's proposal approved in the Cycle 5 Proposition 1 Grant Program solicitation process.

2. GRANTEE'S AUTHORITY

The Grantee is a California Public Agency, validly existing, and in good standing under the laws of California. The 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. Pursuant to state law, provisions applying to contractors apply equally to the Grantee for the purposes of this Agreement. By signing this Agreement, Grantee certifies that it is the Grantee's responsibility to comply with all federal, state, and local laws that apply to the project.

3. TERM OF AGREEMENT

This Agreement shall run from its Effective Start Date through the Funding End Date of March 31, 2026.

4. PROJECT STATEMENT

A. Overview

- i. The purpose of this project is to take the preliminary concept design plans to 100 percent design plans for the restoration of Marsh Creek Reservoir (Reservoir). Design plans will be created through an adaptive management process by obtaining input from project partners, interested parties, and regulatory agencies. Project tasks include documentation of the basis of design, environmental compliance documentation, permit application submittals, a monitoring and management plan that incorporates adaptive management, and development of performance standards.
- ii. This project is necessary because over the last 60 years sediment accumulation has diminished the Reservoir capacity and degraded water quality. Water and sediment entering the Reservoir are contaminated with mercury originating from an upstream

Sacramento-San Joaquin Delta Conservancy
and Contra Costa County Flood Control and Water Conservation District
Grant Agreement Number: P1-2211
Marsh Creek Reservoir Restoration and Total Mercury Reduction Planning
SECTION I: SCOPE OF WORK

abandoned mercury mine at the base of Mount Diablo. Out of caution, the Grantee has closed public access to the Reservoir due to mercury contamination. There have been adverse impacts to the aquatic community previously supported in the Reservoir due to the current configuration of the Reservoir which is cut off from Marsh Creek and is subject to periodic dry down. Additionally, more frequent extreme climatic conditions due to progressive climate and geomorphic changes, are expected to result in additional habitat loss over time. Without intervention, these conditions are expected to continue and worsen. With restoration, proper containment, and signage, the Grantee could re-establish public use and recreation around the Reservoir. Project planning and design will focus on increasing climate resilience locally and benefitting the greater Delta ecosystem.

Reservoir improvements will impact a broader Delta area and benefit similar downstream efforts in the Delta region. The Delta is named on the 303(d) impaired water body list due to elevated levels of methylmercury in fish. Inorganic mercury and organic methylmercury represent a considerable threat to both human health and the environment. The project would remove accumulated sediment from the Reservoir and reduce the pool of total mercury available for output to habitat downstream. Additionally, restoring and maintaining adequate flood capacity in the Marsh Creek Reservoir would improve flood protection and sediment catchment, reducing flood risk for downstream Delta communities.

- iii. The Project Team is comprised of the Grantee and to be determined subcontractor(s) selected by the Grantee to provide environmental consulting and perform work described in the Tasks below. Professional services will be procured through a competitive process where the project is posted for bid and the best qualified applicant is awarded the project. Construction contracts are similarly procured through a competitive process by advertising requests for bids and selecting a contractor based on lowest cost.
- iv. Previous and projected future phases of the project include identifying and securing funding and conducting initial planning efforts to develop a robust project plan. The initial planning efforts evaluated and provided details on mercury's past, present, and future fate and transport of mercury in the system. Once complete, this planning project will result in a shovel-ready project including environmental compliance under CEQA and regulatory permit applications. The final phase of the project is implementation of design plans which will proceed when funding is in place.
- v. The goal of this project is to facilitate a community-based, collaborative restoration planning process for the Marsh Creek Reservoir that would result in a multi-objective restoration plan, construction-ready documents, and permit authorizations. The goals of the Marsh Creek Reservoir Restoration and Total Mercury Reduction Project are to restore Reservoir capacity, restore and increase ecosystem functions and values, increase Reservoir and habitat resiliency to climate change, reduce mercury output to

downstream Sacramento-San Joaquin Delta habitats, and improve aesthetic value and recreation opportunities in conjunction with existing planning efforts.

B. Project Location

The project site (37.8872°N 121.7256°W) encompasses the Marsh Creek Reservoir, located approximately four miles southwest of the City of Brentwood in Contra Costa County along Marsh Creek Road just north of Camino Diablo. The Reservoir is located one-half mile outside of the Sacramento-San Joaquin Delta but is directly connected via Marsh Creek. The project is entirely contained within lands owned by the Grantee. See EXHIBIT A.

5. PROJECT IMPLEMENTATION

Although the Grantee, as authorized by the Agreement, may utilize other entities to complete certain tasks identified within this Scope of Work, the Grantee is ultimately responsible for the completion of all activities set forth herein. The Grantee's use of the grant funds is limited to those expenditures necessary to implement the project and that are eligible under applicable State of California law. Furthermore, the Grantee's expenditure of grant funds must be in accordance with SECTION II: BUDGET DETAIL AND PAYMENT PROVISIONS.

The Grantee will complete the tasks listed below.

A. Task 1) Grant Management, Administration, and Reporting

- i. Site Access/Land Tenure.** See Site Access/Land Tenure (Section I.5.K).
- ii. Delta Plan Consistency.** Not applicable.
- iii. Invoices.** The Grantee shall refer to Invoicing and Payment (Section II.2) to prepare and submit invoices to the Grantor.
- iv. Quarterly Progress Reports.** The Grantee shall refer to Quarterly Progress Reports (Section I.7.B.i) and submit deliverables to the Grantor.
- v. Annual Progress Reports.** The Grantee shall refer to Annual Progress Report (Section I.7.B.ii) and submit deliverables to the Grantor.
- vi. Initial Monitoring and Management Plan.** Not applicable.
- vii. Recognition and Signage Plan.** The Grantee shall refer to Recognition and Signage (Section I.5.Q) and submit deliverable to the Grantor.
- viii. Draft Final Report.** The Grantee shall refer to Final Report (Section I.7.C) to prepare and submit deliverable to the Grantor.
- ix. Final Monitoring and Management Plan.** Not applicable.

- x. **Final Report.** The Grantee shall refer to Final Report (Section I.7.C) to prepare and submit deliverable to the Grantor.
- xi. **Final Invoice.** The Grantee shall refer to Invoice Submission Process (Section II.2.A) to prepare and submit deliverable to the Grantor.
- xii. **Submission of Project Data.** The Grantee shall refer to Data Rights and Management (Section I.5.I) to prepare and submit all project data to the Grantor. The Grantee shall create a new project record in EcoAtlas and upload any relevant project data (e.g., Project Map) to EcoAtlas prior to submitting the First Quarterly Progress Report.
- xiii. **Verified Acreage Outputs.** Not applicable.
- xiv. **Annual Status Report.** Not applicable.

This task will be completed by the Grantee and to be determined subcontractors. The costs of completing this task will be covered by the Grantor and cost share from the Grantee.

B. Task 2) Field Assessments and Technical Studies

The Grantee or its selected qualified environmental consultant(s) will conduct field assessment and technical studies to support completed environmental compliance and permitting. The Grantee will provide the background materials and available project data to the environmental consultant. Prior to conducting the field survey, the subcontractor will query databases (including but not limited to, California Natural Diversity Database (CNDDDB), and California Native Plant Society Rare Plant Inventory) for initial background information about the biota of the site. The subcontractor will conduct a field survey to assess existing conditions, map existing vegetation, and evaluate potential for special-status species habitat and occurrences, and conduct a wetland delineation survey. The wetland delineation will follow United States Army Corps of Engineers (USACE) national and regional accepted methodology and will be submitted to USACE for verification. The subcontractor will conduct pre-design research, a records search, and a field survey to identify cultural or archaeological resources constraints and evaluate the potential for buried archaeological sites.

Deliverables:

- i. PDF copy of subcontractor(s) solicitation package and copies of bids received
- ii. PDF copy of executed contract(s) with to be determined subcontractor(s)
- iii. PDF copy of the Wetland Delineation Report and Verified Jurisdictional Determination Map
- iv. PDF copy of the Cultural Resources Constraints Memoranda and Documentation of Consultation

- v. PDF copy of East Contra Costa County Habitat Conservation Plan/Natural Community Conservation Plan Survey Report Application

This task will be completed by the Grantee and to be determined subcontractor(s). The costs of completing this task will be covered by Grantor funds and cost share from the Grantee.

C. Task 3) Public Outreach

At key milestones during project planning, the Grantee will implement an outreach program for the public, adjacent landowners, and interested parties including but not limited to East Bay Regional Park District, California State Parks, City of Brentwood, Native American Tribes, and Friends of Marsh Creek Watershed. The Grantee will use and integrate the local community's review and input into the project. Input on restoration opportunities and coordination with State Parks planning will be collected as part of community outreach efforts.

Deliverables:

- i. PDF copy of summaries for at least two public outreach events including meeting agendas, number of attendees, and participant organizations
- ii. Public Outreach Outcome Report Summary

This task will be completed by the Grantee and to be determined subcontractor(s). The costs of completing this task will be covered by Grantor funds and cost share from the Grantee.

D. Task 4) Habitat Restoration Design

Building from the Grantee's Marsh Creek Reservoir Preliminary Plan for Restoration and Total Mercury Reduction, and a field assessment to collect data and evaluate current conditions, the Grantee's consultant will prepare 35 Percent, 65 Percent, 90 Percent, and 100 Percent Design Plans. A topographic base map will be prepared using existing Light Detection and Ranging (LiDAR) data and ground-validated to develop contour mapping in accordance with National Map Accuracy Standards. Hydrologic flow data will be collected, existing data will be compiled and correlated to Reservoir levels to identify downstream flows, design high flow diversion, and to size the sediment forebay. Plans and specifications would include, but are not limited to, the following elements: trash and debris removal; staging and access; grading; seeding and planting; irrigation; soil treatment, containment and disposal plan; control and management of invasive plant population; fencing and signage; and maintenance during the establishment period. In support of construction document development and basis of design, a Hydrology and Hydraulics Technical Memorandum will be prepared.

Deliverables:

- i. PDF copy of the 35 Percent Design Plans
- ii. PDF copy of the 65 Percent Design Plans
- iii. Draft Hydrology and Hydraulics Technical Memorandum
- iv. PDF copy of the Topographic Base Map
- v. PDF copy of the 90 Percent Design Plans
- vi. PDF copy of 100 Percent Design Plans
- vii. Final Hydrology and Hydraulics Technical Memorandum

This task will be completed by the Grantee and to be determined subcontractor(s). The costs of completing this task will be covered by Grantor funds and cost share from the Grantee.

E. Task 5) Mercury Baseline Assessment and Remediation Plan

A baseline assessment and remediation plan will be prepared to evaluate the current state of the Reservoir as a sink for removing mercury from upstream sources. The plan will evaluate the best approach and configuration for restoration to maximize the Reservoir potential to continue to function as a sink for mercury-laden sediment and, to the greatest extent feasible, reduce total mercury export to downstream Delta habitats. The plan will describe data collection, performance standards, and monitoring methods to assess project success.

Deliverables:

- i. Draft Mercury Baseline Assessment and Remediation Plan
- ii. Final Mercury Baseline Assessment and Remediation Plan

This task will be completed by the Grantee and to be determined subcontractor(s). The costs of completing this task will be covered by Grantor funds and cost share from the Grantee.

F. Task 6) Environmental Permitting and Compliance Documentation

The appropriate level of CEQA/NEPA documentation, anticipated to be an Initial Study/Mitigated Negative Declaration, will be prepared for the project (a CEQA/NEPA compliance and permitting strategy is currently under development by the Grantee). Permit clearances anticipated to be necessary include a notification of streambed alteration agreement to California Department of Fish and Wildlife, authorization under section 404 of

the Clean Water Act (CWA), water quality certification and authorization under section 401 of the CWA, compliance with section 106 of the National Historic Preservation Act and consultation in support of section 7 of the Endangered Species Act.

Deliverables:

- i. CEQA Project Description
- ii. PDF copy of the Public Draft CEQA document
- iii. Proof of Submission of Notice of Determination Filing
- iv. Proof of Submission of Federal Permit Application Submittals (USACE 404, ESA/CESA Coverage under ECC HCP/NCCP, NHPA Section 106)
- v. Proof of Submission of State Permit Application Submittals (CVRWQCB Section 401, and CDFW 1600)

This task will be completed by the Grantee and to be determined subcontractor(s) The costs of completing this task will be covered by Grantor funds and cost share from the Grantee.

G. Task 7) Monitoring and Adaptive Management Plan

The Grantee will use an adaptive management approach to guide this planning project. The Grantee and subcontractor(s) will prepare a monitoring and adaptive management plan for the establishment period that will include performance standards to measure the success of the project in meeting defined project goals and objectives.

Deliverables:

- i. Draft Monitoring, Performance, and Adaptive Management Plan
- ii. Final Monitoring, Performance, and Adaptive Management Plan

This task will be completed by the Grantee and to be determined subcontractor(s). The costs of completing this task will be covered by Grantor funds and cost share from the Grantee.

H. Schedule and List of Deliverables

- i. Task 1) Grant Management, Administration, and Reporting
 - a. Conditions
 - **Site Access/Land Tenure Agreement.** Where relevant, site access or land tenure agreement required prior to disbursement of funds.
 - **Covered Action.** For a project that is a Covered Action, Certification of Consistency with Delta Plan is required prior to disbursement of construction, improvement, or acquisition funds.

Sacramento-San Joaquin Delta Conservancy
and Contra Costa County Flood Control and Water Conservation District
Grant Agreement Number: P1-2211
Marsh Creek Reservoir Restoration and Total Mercury Reduction Planning
SECTION I: SCOPE OF WORK

- **Permits.** For implementation projects, receipt of all permits is required prior to payment of construction, improvement, or acquisition funds.
- **Data.** For projects that generate data, all project data must be submitted and EcoAtlas must be updated prior to final distribution of grant funds.

Deliverables and Key Project Milestones	Completion Dates
i. Site Access/Land Tenure	Not applicable
ii. Delta Plan Consistency	Not applicable
iii. Invoices	Between the first and fifth of the second month following the end of the quarter (see Section II.2)
iv. Quarterly Progress Reports	Between the first and fifth of the second month following the end of the quarter (see Section I.7.B Progress Reports)
v. Annual Progress Reports	Between February first and fifth through the Funding Term (see Section I.7.B Progress Reports)
vi. Initial Monitoring and Management Plan	Not applicable
vii. Recognition and Signage Plan	July 31, 2023
viii. Draft Final Report	30 days prior to Funding End Date
ix. Final Monitoring and Management Plan	Not applicable
x. Final Report	60 days post Funding End Date
xi. Final Invoice	60 days post Funding End Date
xii. Submission of Project Data	EcoAtlas record creation due at time of first invoice. Final submission of data due 60 days post Funding End Date
xiii. Verified Acreage Outputs	Not applicable
xiv. Annual Status Report	Not applicable

Sacramento-San Joaquin Delta Conservancy
and Contra Costa County Flood Control and Water Conservation District
Grant Agreement Number: P1-2211
Marsh Creek Reservoir Restoration and Total Mercury Reduction Planning
SECTION I: SCOPE OF WORK

ii. Task 2) Field Assessments and Technical Studies

a. Conditions

- None

Deliverables and Key Project Milestones	Completion Dates
i. PDF copy of subcontractor(s) solicitation package and copies of bids received	June 30, 2023
ii. PDF copy of executed contract(s) with to be determined subcontractor(s)	June 30, 2023
iii. PDF copy of the Wetland Delineation Report and Verified Jurisdictional Determination Map	December 31, 2023
iv. PDF copy of the Cultural Resources Constraints Memoranda and Documentation of Consultation	December 31, 2023
v. PDF copy of East Contra Costa County Habitat Conservation Plan/Natural Community Conservation Plan Survey Report Application	December 31, 2023

iii. Task 3) Public Outreach

a. Conditions

- None

Deliverables and Key Project Milestones	Completion Dates
i. PDF copy of summaries for at least two public outreach events including meeting agendas, number of attendees, and participant organizations	March 31, 2024
ii. Public Outreach Outcome Report Summary	June 30, 2024

Sacramento-San Joaquin Delta Conservancy
and Contra Costa County Flood Control and Water Conservation District
Grant Agreement Number: P1-2211
Marsh Creek Reservoir Restoration and Total Mercury Reduction Planning
SECTION I: SCOPE OF WORK

iv. Task 4) Habitat Restoration Design

a. Conditions

- None

Deliverables and Key Project Milestones	Completion Dates
i. PDF copy of the 35 Percent Design Plans	September 30, 2023
ii. PDF copy of the 65 Percent Design Plans	April 30, 2024
iii. Draft Hydrology and Hydraulics Technical Memorandum	December 31, 2023
iv. PDF copy of the Topographic Base Map	June 30, 2023
v. PDF copy of the 90 Percent Design Plans	September 30, 2024
vi. PDF copy of the 100 Percent Design Plans	March 31, 2025
vii. Final Hydrology and Hydraulics Technical Memorandum	December 31, 2023

v. Task 5) Mercury Baseline Assessment and Remediation Plan

a. Conditions

- None

Deliverables and Key Project Milestones	Completion Dates
i. Draft Mercury Baseline Assessment and Remediation Plan	December 31, 2023
ii. Final Mercury Baseline Assessment and Remediation Plan	December 31, 2024

vi. Task 6) Environmental Permitting and Compliance Documentation

a. Conditions

- None

Deliverables and Key Project Milestones	Completion Dates
i. CEQA Project Description	November 30, 2023
ii. PDF copy of the Public Draft CEQA Document	April 30, 2024

Sacramento-San Joaquin Delta Conservancy
and Contra Costa County Flood Control and Water Conservation District
Grant Agreement Number: P1-2211
Marsh Creek Reservoir Restoration and Total Mercury Reduction Planning
SECTION I: SCOPE OF WORK

iii. Proof of Submission of Notice of Determination Filing	September 30, 2024
iv. Proof of Submission of Federal Permit Application Submittals (USACE 404, ESA/CESA Coverage under ECC HCP/NCCP, NHPA Section 106)	December 31, 2024
v. Proof of Submission of State Permit Application Submittals (CVRWQCB Section 401, and CDFW 1600)	December 31, 2024

vii. Task 7) Monitoring and Adaptive Management Plan

a. Conditions

- None

Deliverables and Key Project Milestones	Completion Dates
i. Draft Monitoring, Performance, and Adaptive Management Plan	September 30, 2024
ii. Final Monitoring, Performance, and Adaptive Management Plan	December 31, 2024

I. Data Rights and Management

The Grantor will retain rights to all final products produced as a result of this Agreement. The Grantee will have full rights to reproducing the product(s) as long as they are not used for commercial purposes. The Grantor has the right to: (1) obtain, reproduce, publish, or otherwise use the data first produced in performing this grant; and (2) authorize others to receive, reproduce, publish, or otherwise use such data by or on behalf of the Grantor.

All data must be made publicly available prior to the end of the grant term. The Grantee is 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 submitted as specified below. Unless specified elsewhere in this Agreement, the Grantee must provide these elements upon Grantor request.

The Grantee must upload project information to Project Tracker (<http://ptrack.ecoatlas.org>) in EcoAtlas (www.ecoatlas.org) following the guidance provided in the EcoAtlas Project Tracker Guidance document. The first data upload shall include the creation of a project record and will be completed and reported on in the First Quarterly Progress Report submitted to the Grant Manager. The Project Tracker record in EcoAtlas will be kept up to date during the Funding Term and must be updated prior to final distribution of grant funds.

Wetland and riparian monitoring data shall be uploaded to statewide data systems, as applicable, in a manner that is compatible and consistent with the Wetland and Riparian Area Monitoring Plan (WRAMP) framework.

Water quality data generated by the project will be collected in a manner that is compatible and consistent with the California Environmental Data Exchange Network (CEDEN, www.ceden.org) (CWC, § 79704). The Grantee shall upload relevant data to CEDEN and provide a receipt of successful data submission, generated by CEDEN, to the Grant Manager prior to submitting a final invoice.

Groundwater monitoring data generated by the project will be collected and reported in a manner that is compatible and consistent with the groundwater data systems administered by the State Water Resources Control Board (CWC, § 79704). The Grantee shall upload relevant data to GeoTracker GAMA (www.waterboards.ca.gov/gama) and provide proof of successful data submission to the Grant Manager prior to submitting a final invoice.

J. Monitoring and Management Plan

Monitoring and Management Plan is not applicable to this project. Planning projects do not require a Monitoring and Management Plan.

K. Site Access/Land Tenure

If, to complete this Agreement, the Grantee proposes to use a project site not owned by the Grantee, proof of permission to access the site must be provided to the Grantor prior to the start of work on the site.

L. California Environmental Quality Act (CEQA)

This Project is a planning project. CEQA is not applicable to this project.

M. Delta Plan Consistency

If the project is a covered action pursuant to the Delta Plan, the Grantor will not disburse construction, improvement, or acquisition funds until the project is certified as consistent with the Delta Plan. The certification filed with the Delta Stewardship Council must allow 30 days from filing the certification with no valid appeals in order to be consistent with the Delta Plan.

N. Other Regulatory Compliance

The Grantee will ensure that all permits, licenses, and certifications necessary to implement the project have been secured prior to construction, improvement, or acquisition of a capital asset. 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). The Grantee is solely responsible for ensuring that the project meets all legal requirements.

The Grantor will not issue construction, improvement, or acquisition funds until all permits are approved.

O. Equipment Purchases

The Grantor may purchase equipment under this Agreement only if specified in the budget tables in SECTION II: BUDGET DETAIL AND PAYMENT PROVISIONS and equipment will only be considered for purchase approval if no other equipment owned by the applicant is available and suitable for the project. Equipment includes nonexpendable, tangible personal property having a useful life of more than one (1) year and an approximate unit price of \$5,000 or more, as well as theft-sensitive items of equipment costing less than \$5,000 (such as electronics). All equipment purchased or built by the Grantee is owned by the Grantee during the Funding Term. The Grantee is required to provide documentation that the equipment costs are fair and reasonable and maintain accountability for all property purchased and to keep, and make available to the Grantor, adequate and appropriate records of all equipment purchased with grant funds.

The Grantor may, at its option, repair any damage or replace any lost or stolen items and deduct the cost thereof from the Grantee's invoice to the Grantor, or require the Grantee to repair or replace any damaged, lost, or stolen equipment to the satisfaction of the Grantor with no expense to the Grantor. In the event of theft, a report must be filed immediately with the California Highway Patrol (State Administrative Manual (SAM), § 8643).

i. Equipment Records

The Grantee shall maintain an inventory record for each piece of equipment purchased with funds provided under the terms of this Agreement. At a minimum, the inventory record of each piece of equipment shall include:

- a. The date acquired.
- b. The cost of the equipment, including the cost of any necessary accessories and all incidental costs incurred to put the asset into place and ready for its intended use.
- c. A serial number.
- d. The model identification number (on purchased equipment).
- e. Any other information or description of the equipment.
- f. Identification of the grant program and Grant Agreement number under which the equipment is acquired.
- g. The location, use, and condition of the equipment.
- h. Any ultimate disposition information including date of disposal and sale price of the equipment.

ii. Disposition of Equipment

If the fair market value of equipment purchased with grant funds is \$5,000 or more per item at the Funding End Date of this Grant Agreement or if the equipment is theft-sensitive, the use and management of the equipment after the funding term is subject to approval by the Grantor. Title may be retained by the Grantee or Grantor upon end of the Funding Term; final disposition will be determined and approved by the Grantor. The

Grantee agrees to promptly initiate arrangements to account for and return said equipment if required by Grantor.

- a. A request for disposition of equipment shall be submitted in writing to the Grantor for approval, not less than 90 calendar days prior to the Funding End Date. The request shall include:
 - The current fair market value of each piece of equipment purchased with grant funds.
 - A description of the proposed disposition.
- b. Requests shall be approved or denied, or an alternate disposition offered, by the Grantor no later than 60 business days from the date the request for disposition is received.

Should this Agreement be cancelled for any reason, any equipment purchased with grant funds may be retained by the Grantee or Grantor, at the Grantor's sole discretion. The Grantee agrees to promptly initiate arrangements to account for and return said equipment if required by Grantor.

P. Equipment Rental

The Grantor funds may be used to rent equipment. All rental equipment expenses shall be identified in the budget tables in SECTION II: BUDGET DETAIL AND PAYMENT PROVISIONS. The Grantee must provide documentation that the equipment costs are fair and reasonable. Equipment may be rented for this project's use only, and equipment rental agreement(s) shall be provided to the Grantor with any invoices for reimbursement of expenses. The Grantor is not responsible for loss or damage to rented equipment.

Q. Recognition and Signage

The Grantee shall inform the public that the project received funds through the Sacramento-San Joaquin Delta Conservancy and from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) (CWC, § 79707(g)). The Grantee shall include appropriate acknowledgement of credit when using any data and/or information developed under this Agreement (e.g., on signs, websites, press or promotional materials, advertisements, publications, exhibits, posters, reports, or presentations prepared or approved by the Grantee). The Grantee shall notify the Grantor at least ten (10) working days prior to any public event or media feature publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by Grantor representatives.

For implementation projects, the Grantee shall post signs at the project site informing the public that the project received funds through the Sacramento-San Joaquin Delta Conservancy from the Water Quality, Supply, and Infrastructure Improvement Act of 2014. The size, location, number of signs and draft design shall be approved by the Grantor as part of the Plan for Signage. Required signage must be in place when physical work starts at the project site. Photographs of the Signage must be in place 30 days prior to the

Funding End Date and included in the Final Report (see Schedule and List of Deliverables, Section I.5.H).

R. California Conservation Corps

Per California Water Code section 79734, “the services of the California Conservation Corps or a local conservation corps certified by the California Conservation Corps shall be used whenever feasible” in the implementation of this Agreement. If the Grantee has determined that the California Conservation Corps and/or the California Association of Local Conservation Corps (Corps) services can be used in the implementation of this Agreement, Grantee must work with the Corps to develop a Statement of Work and enter into a contract with the appropriate Corps.

6. KEY CONTACTS

The Project Officials during the term of this Agreement are:

Sacramento-San Joaquin Delta Conservancy:	Contra Costa County Flood Control and Water Conservation District:
Name: Anji Shakya, Grant Manager Address: 1450 Halyard Drive, Suite 6 West Sacramento, CA 95691 Phone: (916) 376-4024 Email: Prop1grants@deltaconservancy.ca.gov	Name: Gus Amirzehni, Associate Civil Engineer Address: 255 Glacier Drive, Martinez, CA 94553 Phone: (925) 313-2128 Email: Gus.Amirzehni@pw.cccounty.us

Direct all administrative inquiries:

Sacramento-San Joaquin Delta Conservancy:	Contra Costa County Flood Control and Water Conservation District Error! Reference source not found.:
Name: Chelsea Martinez, Grant & Contract Analyst Address: 1450 Halyard Drive, Suite 6 West Sacramento, CA 95691 Phone: (916) 375-2071 Email: contact@deltaconservancy.ca.gov	Name: Allison Knapp, Deputy Chief Engineer Address: 255 Glacier Drive, Martinez, CA 94553 Phone: (925) 313-2177 Email: Allison.Knapp@pw.cccounty.us

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

7. REPORTS

A. Report Schedule

The following reports must be submitted to the Grant Manager in accordance with the Scope of Work and all other terms and conditions of this Agreement.

Report Description	Period Covered	Date Due
First Quarter Progress Report	January 1-March 31	Between May 1-5
Second Quarter Progress Report	April 1-June 30	Between August 1-5

Sacramento-San Joaquin Delta Conservancy
and Contra Costa County Flood Control and Water Conservation District
Grant Agreement Number: P1-2211
Marsh Creek Reservoir Restoration and Total Mercury Reduction Planning
SECTION I: SCOPE OF WORK

Third Quarter Progress Report	July 1-September 30	Between November 1-5
Fourth Quarter Progress Report	October 1-December 31	Between February 1-5
Annual Progress Report	January 1-December 31	Between February 1-5 through the Funding Term
Draft Final Report	Effective Start Date- Funding End Date	30 days prior to Funding End Date
Final Report	Effective Start Date- Funding End Date	60 days post Funding End Date

B. Progress Reports

The Grantee ensures that the Agreement requirements are met by submitting Quarterly and Annual Progress Reports to the Grant Manager. Reporting is required even if no grant-related activities occurred during the reporting period. The Grantee shall document all activities and expenditures in Progress Reports, including work performed by subcontractors. Reports must use the template provided by the Grantor. The current Quarterly and Annual Progress Report templates can be found on the Grantor's website: <http://deltaconservancy.ca.gov/proposition-1-resources>. Reports must be submitted electronically to the Grant Manager and to the following emails: Prop1grants@deltaconservancy.ca.gov and contact@deltaconservancy.ca.gov. Grantor will not accept reports submitted through the mail.

i. Quarterly Progress Reports

The Quarterly Progress Report shall directly address tasks, timelines, deliverables, and associated costs as scheduled in SECTION I: SCOPE OF WORK and SECTION II: BUDGET DETAIL AND PAYMENT PROVISIONS; deliverables should be included as attachments to the report. The Grantee must document steps taken in soliciting and awarding subcontracts and submit the documentation to the Grantor for review and shall document all subcontractor activities in the Quarterly Progress Report. The description of activities shall be in sufficient detail to provide a basis for payment of invoices. The Grantor reserves the right to require reports more frequently than on a quarterly basis, if necessary, but no more than once a month. The last Quarterly Progress Report is due at the time of the Final Report.

ii. Annual Progress Report

At the end of each calendar year of the Funding Term of this Agreement, the Grantee shall submit an Annual Progress Report, in the template provided by the Grantor, as a supplement to the Fourth Quarter Progress Report. The Annual Progress Report will include information on progress made during that calendar year and plans for the next calendar year. The last Annual Progress Report is due at the time of the Final Report. The Annual Progress Report shall not replace any Quarterly Progress Reports, except when the last Quarterly Progress Report and last Annual Progress report cover identical dates and the Grantee has received prior approval from the Grant Manager.

C. Final Report

The Grantee must submit a Draft Final Report to the Grant Manager for review and approval no less than 30 days prior to the Funding End Date. The Draft Final Report shall use the Grantor's report template and will summarize the life of the Grant Agreement and describe the results of the work and of the project. Following any comments from the Grant Manager, the Grantee shall submit the revised Final Report for review and approval within 60 days after the Funding End Date. The Grantee must post the Final Report on their website and submit the link to the Grantor. The current Final Report template can be found on the Grantor's website: <http://deltaconservancy.ca.gov/proposition-1-resources>.

D. Annual Status Report

Planning projects do not require an Annual Status Report.

Sacramento-San Joaquin Delta Conservancy
and Contra Costa County Flood Control and Water Conservation District
Grant Agreement Number: P1-2211
Marsh Creek Reservoir Restoration and Total Mercury Reduction Planning
SECTION II: BUDGET DETAIL AND PAYMENT PROVISIONS

SECTION II: BUDGET DETAIL AND PAYMENT PROVISIONS

1. BUDGET DETAIL

A. Budget

The Grantee agrees to perform and complete the work described in SECTION I: SCOPE OF WORK within the budget specified below for a total budget not to exceed **\$550,000.00**.

There are no Indirect Costs included in this budget.

Indirect Costs must be calculated as a percentage of direct expenses and claimed at the same time as the applicable direct expenses. Indirect Costs must benefit the project, are subject to audit, and must be documented by the Grantee. If Indirect Costs are included in the Line Item Budget by Budget Category table, the Grantor will reimburse the Grantee for allowable indirect expenses up to the amount equal to the Grantee's actual indirect rate as stated above, or 20 percent of the Personnel Services and Operating Expenses (General) cost categories, whichever is less. If Grantee's indirect rate changes, the Grantee shall notify Grantor of the change. Changes to the Grantee's approved Indirect Cost Allocation Plan must be submitted to the Grantor and are subject to Grantor approval.

Sacramento-San Joaquin Delta Conservancy
and Contra Costa County Flood Control and Water Conservation District
Grant Agreement Number: P1-2211
Marsh Creek Reservoir Restoration and Total Mercury Reduction Planning
SECTION II: BUDGET DETAIL AND PAYMENT PROVISIONS

Line Item Budget by Budget Category	
A. Personnel Services	Total
Subtotal A. Personnel Services	\$ 0
B. Operating Expenses (General)	
Supplies – N/A	\$ 0
Permits & Fees – N/A	\$ 0
Travel– N/A	\$ 0
Subtotal B. Operating Expenses (General)	\$ 0
C. Operating Expenses (Subcontractor(s))	
Subcontractor(s)	\$ 550,000
Subtotal C. Operating Expenses (Subcontractor(s))	\$ 550,000
D. Operating Expenses (Equipment)	
<i>See General Grant Provisions for definitions of electronic and purchased equipment definitions.</i>	
All Equipment – N/A	\$ 0
Subtotal D. Operating Expenses (Equipment)	\$ 0
E. Acquisition Costs	
Acquisition – N/A	\$ 0
Subtotal E. Acquisitions	\$ 0
F. TOTAL DIRECT COSTS	
F. TOTAL DIRECT COSTS (Sum of A-E)	\$ 550,000
G. INDIRECT COSTS	
Indirect Cost A. Personnel Services – N/A	\$ 0
Indirect Cost B. Operating Expenses (General) –N/A	\$ 0
G. TOTAL INDIRECT COSTS	\$ 0
GRAND TOTAL (Sum of F and G):	\$ 550,000

Sacramento-San Joaquin Delta Conservancy
and Contra Costa County Flood Control and Water Conservation District
Grant Agreement Number: P1-2211
Marsh Creek Reservoir Restoration and Total Mercury Reduction Planning
SECTION II: BUDGET DETAIL AND PAYMENT PROVISIONS

Cost Share and State Leveraged Funds by Source			
Source of Funds - Non-State	Cash	In-Kind	Total
Contra Costa County Flood Control and Water Conservation District	\$ 379,843	\$ 100,000	\$ 479,843
Subtotal Cost Share	\$ 379,843	\$ 100,000	\$ 479,843
Source of Funds - State	Cash	In-Kind	Total
N/A	\$ 0	\$ 0	\$ 0
Subtotal State Leveraged Funds	\$ 0	\$ 0	\$ 0
Total Cost Share & State Leveraged Funds	\$ 379,843	\$ 100,000	\$ 479,843

The Grantee may not transfer grant funds between or among budget line items without written approval from the Grantor as specified in Section II.B Budget Modifications.

B. Budget Modifications

Budget revisions that modify line items but remain within the grant amount and do not alter the Scope of Work are permitted in certain circumstances. Any budget modifications must meet requirements of the Grant Guidelines for the grant solicitation cycle in which funds were awarded. Subject to the prior review and approval of the Grant Manager, line item shifts of up to \$25,000 or 10 percent of the Agreement total, whichever is less, are permitted. The process to make such a change is as follows.

- i. The Grantee submits a written request for budget modification to the Grant Manager, explains the need for change(s), and specifically identifies item(s) to be reduced or increased.
- ii. The Grant Manager approves or denies such changes in writing prior to implementation. The Grantor shall have 30 calendar days from receipt of the request to approve or deny the request for the exchange of funds between line items.

Any budget change not meeting the above conditions, including the addition of new line items, shall be by formal Agreement Amendment pursuant to Section III.2. Notwithstanding the above provisions, the Grantor may, within its discretion, proceed with a formal Amendment to this Agreement for any budget revisions.

2. INVOICING AND PAYMENT

For tasks satisfactorily rendered, in accordance with the terms and conditions of this Agreement, and upon receipt and approval of itemized invoice(s), the Grantor agrees to reimburse Grantee for actual expenditures, no more frequently than quarterly in arrears

Sacramento-San Joaquin Delta Conservancy
and Contra Costa County Flood Control and Water Conservation District
Grant Agreement Number: P1-2211
Marsh Creek Reservoir Restoration and Total Mercury Reduction Planning
SECTION II: BUDGET DETAIL AND PAYMENT PROVISIONS

in accordance with the dollar amounts specified in the Line Item Budget by Budget Category above. The Grantor will only reimburse for expenses incurred from Agreement execution through the Funding End Date of the Agreement. The Grantee will use the invoice template provided by the Grantor. The invoice template is provided on the Grantor's website: <http://deltaconservancy.ca.gov/proposition-1-resources/>.

A. Invoice Submission Process

- i. All invoices except final invoices must be properly submitted for payment between the first and the fifth of the second month following the end of the calendar quarter in which the costs were incurred, as specified in the schedule below.

Invoice	Period Covered	Date Due
First Quarter Invoice	January 1-March 31	Between May 1-5
Second Quarter Invoice	April 1-June 30	Between August 1-5
Third Quarter Invoice	July 1-September 30	Between November 1-5
Fourth Quarter Invoice	October 1-December 31	Between February 1-5

For submission of final invoices, unless the Grant Manager agrees to a later or alternate deadline in writing, a final invoice shall be submitted for payment no more than 60 calendar days following the Funding End Date or termination date of this Agreement, whichever occurs first. The final invoice must be clearly marked "FINAL INVOICE" and "Grantee's Release" (EXHIBIT E: GRANTEE'S RELEASE) must be attached, thus indicating that all payment obligations of the Grantor under this Agreement have ceased and that no further payments are due or outstanding.

The Grantor may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written Grantor approval of an alternate final invoice submission deadline. Such written Grantor approval shall be obtained from the Grant Manager prior to the Funding End Date of this Agreement.

- ii. In addition to the information provided in the invoice template, invoices must also include the following information.
 - a. Copies of receipts, grantee timesheets, and other supporting documentation of actual Grantee-paid expenses.
 - b. Subcontractor invoices for any subcontractor expenses being billed to the grant and documentation that provides proof of Grantee's payment to subcontractor(s).
- iii. Before equipment purchases made by the Grantee are reimbursed by the Grantor, the Grantee shall submit receipts showing payment by the Grantee and

Sacramento-San Joaquin Delta Conservancy
and Contra Costa County Flood Control and Water Conservation District
Grant Agreement Number: P1-2211
Marsh Creek Reservoir Restoration and Total Mercury Reduction Planning
SECTION II: BUDGET DETAIL AND PAYMENT PROVISIONS

a copy of the Grantee's inventory record, as specified in Section I.5.O Equipment Purchases. Said paid receipts shall be attached to the Grantee's invoice(s).

- iv. Invoices must be submitted electronically to the Grant Manager and to the following emails: Prop1grants@deltaconservancy.ca.gov and contact@deltaconservancy.ca.gov. Improperly submitted invoices may be rejected in whole or in part. The Grantor will not accept invoices submitted through the mail.
- v. Invoices will not be approved for payment until the Grantee has submitted satisfactory reports and deliverables as outlined in the Schedule and List of Deliverables (see Section I.5.H).
- vi. Invoices that are not approved will be disputed, short-paid, or rejected depending on Grantor assessment.
- vii. If there is cost share involved with the project, the Grantee must provide a budget summary of cost share expenditures by fund source. Cost share expenditure information must be provided quarterly with the invoice and progress reports. Cost share expenditure information must be provided annually. Cost share funds must be spent between the close of the full proposal submission period on December 15, 2021 and the end of the Funding Term to qualify as fulfilling the Grantee's cost share obligations.
- viii. Grantee will not be reimbursed if any of the following conditions occur.
 - a. The Grantee has been non-responsive or does not meet the conditions outlined in the Grant Agreement.
 - b. The project has received alternative funding from other sources that duplicates the portion of work or costs funded by a Conservancy grant.
 - c. The project has changed and is no longer eligible for funding.
 - d. The Grantee requests to end the project; however, any costs incurred up to the requested end date may be reimbursed.

B. Travel Expenses

Reimbursement rates for travel shall not exceed the amounts identified by CalHR state rates in effect at the time of travel, see www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx. No travel outside the State of California by Grantee shall be reimbursed unless there is prior written authorization obtained from the Grantor.

3. REVIEWS

The Grantor reserves the right to review service levels and billing procedures such as timesheets or other supporting documentation as these impact charges against this Agreement. It is the responsibility of the Grantee to comply with all of the Grantee's

Sacramento-San Joaquin Delta Conservancy
and Contra Costa County Flood Control and Water Conservation District
Grant Agreement Number: P1-2211
Marsh Creek Reservoir Restoration and Total Mercury Reduction Planning
SECTION II: BUDGET DETAIL AND PAYMENT PROVISIONS

internal organizational protocols and to maintain financial records related to all expenses related to this Agreement (noted in SECTION III: GENERAL TERMS AND CONDITIONS Item 4. Audit)

4. RECOVERY OF OVERPAYMENT

The Grantee agrees that claims based upon findings from an audit of the Agreement (see in SECTION III: GENERAL TERMS AND CONDITIONS Item 4. Audit) and/or audit findings that are appealed and upheld will be recovered by the State government by one of the following options.

- A. Grantee's remittance to the State of the full amount of the overpayment within 30 days following the State's request for repayment.
- B. A repayment schedule, which is agreeable in writing to both the Grantor and the Grantee.

The State reserves the right to select which option will be enforced and the Grantee will be notified by the State in writing of the option to be utilized.

If the Grantee has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached.

5. BUDGET CONTINGENCY CLAUSE

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

6. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with section 927. Time specified for prompt payment in Government Code Chapter 4.5, section 927.4 commences upon proper submission of a complete and undisputed invoice.

SECTION III: GENERAL TERMS AND CONDITIONS

1. APPROVAL

This Agreement is of no force or effect until signed by both parties and approved by the Grantor. The Grantee may not commence performance until such approval has been obtained.

2. AMENDMENT

No Amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties. To request an Amendment, the Grantee must submit a formal, justified Amendment request in writing to the Grant Manager.

3. ASSIGNMENT

This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the Grantor in the form of a formal written Amendment.

4. AUDIT

The Grantee agrees that the awarding department, the Department of General Services, the Department of Finance, the California State Auditor, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement (Gov. Code, § 8546.7; Pub. Contract Code, § 10115 et seq.; Cal. Code Regs. tit. 2, § 1896).

5. INDEMNIFICATION

The Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all Grantees, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Grantee, its subcontractors, supplies, laborers, and any other person, firm or corporation furnishing services on behalf of the Grantee in the performance of this Agreement.

6. DISPUTES

Any claim that the Grantee may have regarding the performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the Grant Manager in writing within ten (10) days of discovery of the problem. The Grantee and the Grantor Executive Officer or Executive Officer's designee will then attempt to negotiate a resolution of the claim, if appropriate, and process an Amendment to this Agreement to implement the terms of any such resolution. If the Grantee and the Grantor are unable to resolve the dispute, the decision of the Executive Officer or Executive Officer's designee will be final, unless appealed to a court of competent jurisdiction. The Grantee will continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the language contained within this Agreement will prevail over any other language.

All proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be held in Sacramento County, California. The parties hereby waive any right to any other venue.

7. TERMINATION FOR CAUSE

The Grantor may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. If the Grantee fails to complete the project on time in accordance with this Agreement prior to the termination date, the Grantee shall be liable for immediate repayment to the Grantor of all amounts disbursed by the Grantor under this Agreement, plus accrued interest. The Grantor may, in its sole discretion, consider extenuating circumstances and not require repayment for work partially completed. This paragraph shall not be deemed to limit any other remedies the Grantor may have for breach of this Agreement.

8. TERMINATION WITHOUT CAUSE

The Grantor may terminate this Agreement without cause upon 30 days' advance written notice. The Grantee will be reimbursed, in accordance with SECTION II: BUDGET DETAIL AND PAYMENT PROVISIONS of the Agreement, for all reasonable and eligible expenses incurred up to the date of termination.

9. INDEPENDENT GRANTEE

The Grantee, and the agents and employees of the Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the Grantor.

10. RECYCLING CERTIFICATION

The Grantee shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material, as defined in Public Contract Code section 12200, in products, materials, goods, or supplies offered or sold to the State regardless

of whether the product meets the requirements of Public Contract Code section 12209. With respect to printer or duplication cartridges that comply with the requirements of section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code, § 12205).

11. NON-DISCRIMINATION CLAUSE

During the performance of this Agreement, Grantee and its subcontractors shall not deny the contract'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. Grantee shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Grantee and subcontractors 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). Grantee shall permit access by representatives of the Department of Fair Employment and Housing and the awarding State agency 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 Agency shall require to ascertain compliance with this clause. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement (Cal. Code Regs., tit. 2, § 11105).

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

12. GRANTEE CERTIFICATION CLAUSES

The Grantee Certification Clauses is incorporated in this Agreement (See EXHIBIT F: GRANTEE CERTIFICATION CLAUSES). The Grantee will renew the Grantee Certification Clauses or successor documents as changes occur.

13. TIMELINESS

Time is of the essence in this Agreement.

14. STANDARD OF PROFESSIONALISM

The Grantee will conduct all work consistent with the professional standards of the industry and type of work being performed under the Agreement.

15. GOVERNING LAW

This grant is governed by and shall be interpreted in accordance with the laws of the State of California.

16. ANTITRUST CLAIMS

The Grantee by signing this Agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Grantee shall comply with the requirements of the Government Codes Sections set out below.

A. The Government Code Chapter on Antitrust claims contains the following definitions.

- i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of section 16750 of the Business and Professions Code.
- ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase (Gov. Code, § 4550).

B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C., § 15) or under the Cartwright Act (Chapter 2 [commencing with section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder (Gov. Code, § 4552).

C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery (Gov. Code, § 4553).

D. Upon demand in writing by the assignor, the assignee shall, within one (1) year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action (Gov. Code, § 4554).

17. CHILD SUPPORT COMPLIANCE ACT

For any Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:

Sacramento-San Joaquin Delta Conservancy
and Contra Costa County Flood Control and Water Conservation District
Grant Agreement Number: P1-2211
Marsh Creek Reservoir Restoration and Total Mercury Reduction Planning
SECTION III: GENERAL TERMS AND CONDITIONS

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

18. UNENFORCEABLE PROVISION

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

19. PRIORITY HIRING CONSIDERATIONS

If this grant includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the grant to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.

20. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS

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

21. LOSS LEADER

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

22. COMPUTER SOFTWARE

Procurement of software requires prior approval by the Grantor. Only approved software purchases will be reimbursed.

23. COPYRIGHT

All rights in copyright works created by Grantee in the performance of work under this Agreement are the property of the Grantor. The Grantor will extend Grantee a royalty-free, nonexclusive, nontransferable, irrevocable license to reproduce, prepare derivative works, and distribute copies of deliverables so long as such deliverables are not used for commercial purposes.

24. INTELLECTUAL PROPERTY

Grantee represents that it is the owner or authorized user of any third-party Intellectual Property used in association with this Agreement and that the Grantor is authorized to use any such third-party Intellectual Property for purposes of the project and this Agreement.

25. SUBCONTRACTING

Nothing contained in this Agreement or otherwise shall create any contractual relation between the Grantor and any subcontractor, and no subcontract shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the Grantor for the acts and omissions of its subcontractor and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the Grantor's obligation to make payments to the Grantee. As a result, the Grantor shall have no obligation to pay or enforce the payment of any moneys to any subcontractor.

The Grantee is responsible for any work it subcontracts. Subcontracts must include all applicable terms and conditions of this Agreement. Should Grantor determine that the work performed by a subcontractor is substantially unsatisfactory and is not in substantial accordance with the Agreement terms and conditions, or that the subcontractor is substantially delaying or disrupting the process of work, the Grantor may request substitution of the subcontractor.

The Grantee is responsible for adhering to their organization's policies for soliciting and awarding contracts and providing to the Grantor a copy of any subcontract agreements.

Grantee must provide Grantor an explanation of the basis for determining the subcontractor costs to be fair and reasonable and disclose any relationship between the Grantee and any proposed subcontractor prior to using the subcontractor to provide goods or services for which the Grantee will claim cost share or reimbursement from the Grantor. Related-party contracts are prohibited.

26. LABOR CODE COMPLIANCE

Grants awarded through the Conservancy's Ecosystem Restoration and Climate Adaptation Grant Program may be subject to prevailing wage provisions of Part 7 of Division 2 of the California Labor Code (CLC), commencing with section 1720. Prevailing wages are generally required for construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds. Any work performed by volunteers is not subject to prevailing wage provisions (CLC, § 1720.4). The Grantee shall pay prevailing wage to all persons employed in the performance of any part of the project if required by law to do so. Any questions of interpretation regarding the CLC should be directed to the Director of the Department of Industrial Relations (DIR), the state department having jurisdiction in these matters. For more details, please refer to the DIR website at www.dir.ca.gov.

27. FORCE MAJEURE

Neither party will be liable to the other for any delay in or failure of performance, nor will any such delay in or failure of performance constitute a default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of nature such as earthquakes, floods, and other natural disasters such that performance is impossible.

28. INSURANCE REQUIREMENTS

When Grantee submits a signed Agreement to the Grantor, the Grantee shall furnish to the Grantor a certificate of insurance, stating that there is liability insurance presently in effect for the Grantee of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. The certificate of insurance will include provisions A, B, and C, in their entirety.

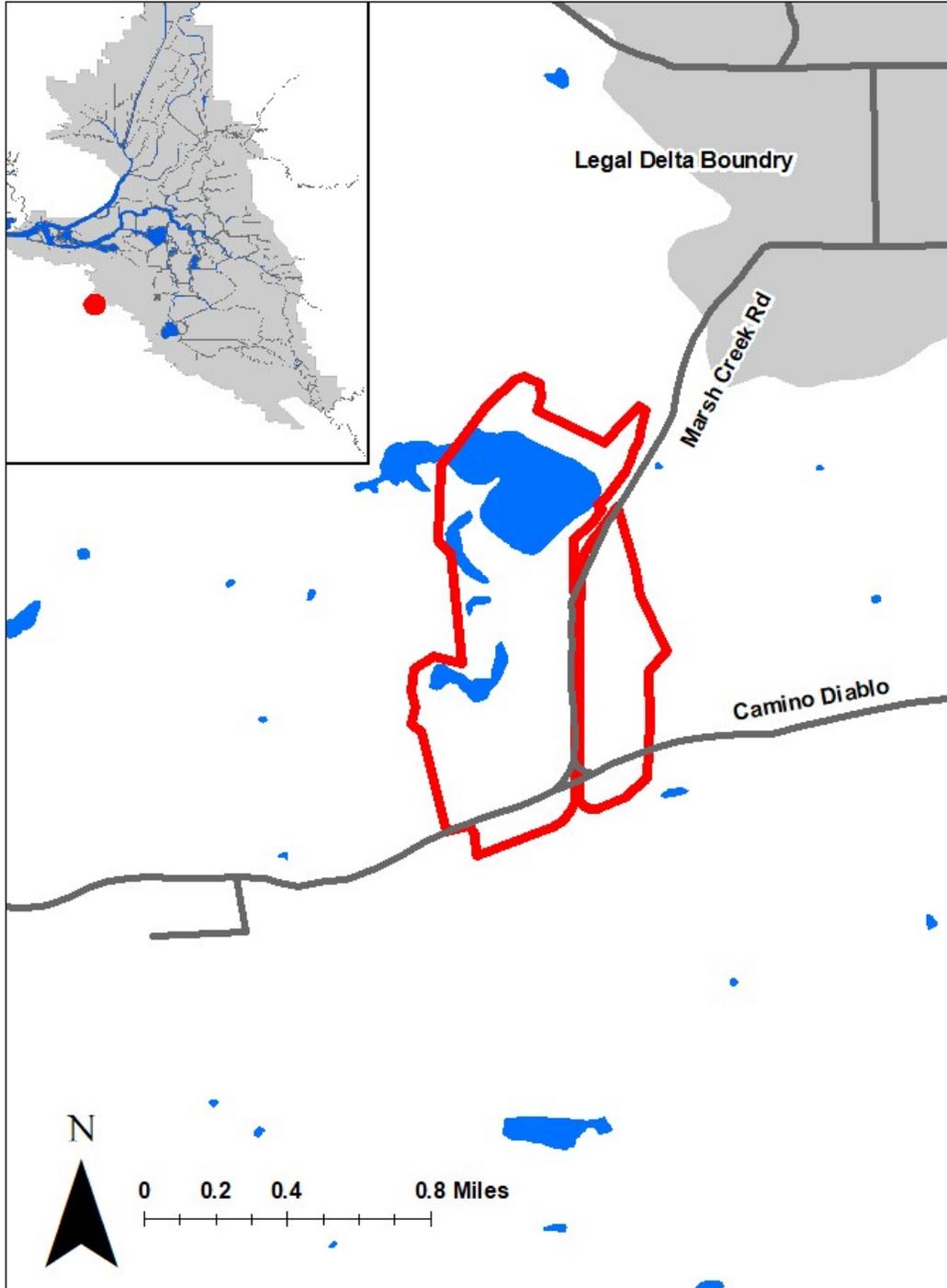
- A.** That the insurer will not cancel the insured's coverage without 30 days' prior written notice to the Grantor.
- B.** That the Grantor, its officers, agents, employees, and servants are included as additional insured, but only insofar as the operations under this Agreement are concerned.
- C.**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

The Grantee agrees that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of this Agreement from the Effective Start Date

Sacramento-San Joaquin Delta Conservancy
and Contra Costa County Flood Control and Water Conservation District
Grant Agreement Number: P1-2211
Marsh Creek Reservoir Restoration and Total Mercury Reduction Planning
SECTION III: GENERAL TERMS AND CONDITIONS

through the Funding End Date. In the event said insurance coverage expires at any time or times during the term of this Agreement, the Grantee agrees to provide at least 30 days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Department of General Services, and Grantee agrees that no work or services shall be performed prior to the giving of such approval.

**EXHIBIT A
PROJECT MAP**



Sacramento-San Joaquin Delta Conservancy
and Contra Costa County Flood Control and Water Conservation District
Grant Agreement Number: P1-2211
Marsh Creek Reservoir Restoration and Total Mercury Reduction Planning
EXHIBIT B

EXHIBIT B
MONITORING AND MANAGEMENT PLAN

This Exhibit is not relevant to this Grant Agreement.

Sacramento-San Joaquin Delta Conservancy
and Contra Costa County Flood Control and Water Conservation District
Grant Agreement Number: P1-2211
Marsh Creek Reservoir Restoration and Total Mercury Reduction Planning
EXHIBIT C

EXHIBIT C

GRANTOR RESPONSIBLE AGENCY FINDINGS BOARD RESOLUTION

This Exhibit is not relevant to this Grant Agreement.

EXHIBIT D

DELTA PLAN COVERED ACTIONS CHECKLIST

This project is a planning project and is not a covered action.

**EXHIBIT E
GRANTEE'S RELEASE**

Submission of Final Invoice

Pursuant to **Grant Agreement number P1-2211** entered into between the Grantor and the Grantee (identified below) the Grantee does acknowledge that final payment has been requested **via invoice number(s) _____ in the amount(s) of \$_____ and dated _____**. If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers dollar amounts and invoice dates.

Release of all Obligations

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

Repayments Due to Audit Exceptions / Record Retention

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

All expense and accounting records related to the above referenced Agreement must be maintained for audit purposes for no less than three (3) years beyond the date of final payment unless a longer term is stated in said Agreement.

State Equipment/Property (*Applies only if equipment was purchased with or reimbursed by Agreement funds*)

Title or ownership to all equipment purchased with grant funds with a fair market value of \$5,000 or more per item at the Fund End Date of this Grant Agreement, or the equipment is theft-sensitive, may be retained by the Grantee or Grantor upon end of the Funding Term; final disposition will be determined and approved by the Grantor. The Grantee agrees to promptly initiate arrangements to account for and return said equipment if required by Grantor as defined in the above referenced Agreement.

Patents / Other Issues

By signing this form, the Grantee further agrees, in connection with patent matters and with any claims that are not specifically released as set forth above, that it will comply with all of

Sacramento-San Joaquin Delta Conservancy
and Contra Costa County Flood Control and Water Conservation District
Grant Agreement Number: P1-2211
Marsh Creek Reservoir Restoration and Total Mercury Reduction Planning
Exhibit E

the provisions contained in the above referenced Agreement, including, but not limited to, those provisions relating to notification to the State and related to the defense or prosecution of litigation.

SIGN AND DATE THIS DOCUMENT ONLY WHEN ATTACHING TO FINAL INVOICE

Grantee's Legal Name (as on Agreement):			
Grantee Authorized Signature:		Date:	
Printed Name/Title of Person Signing:			

**EXHIBIT F
GRANTEE CERTIFICATION CLAUSES**

CERTIFICATION

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

Grantee Name (Printed):		Federal ID Number:	
By (Authorized Signature):			
Printed Name and Title of Person Signing:			
Date Executed:		Executed in the County of:	

GRANTEE CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE

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

2. DRUG-FREE WORKPLACE REQUIREMENTS

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

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

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Grantee may be ineligible for award of any future State Agreements if the department determines that any of the following has occurred: the Grantee has made false certification, or violated the

certification by failing to carry out the requirements as noted above (Gov. Code, § 8350 et seq.).

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

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

4. EXPATRIATE CORPORATIONS

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

5. SWEATFREE CODE OF CONDUCT

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

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

6. DOMESTIC PARTNERS

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

7. GENDER IDENTITY

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

1. CONFLICT OF INTEREST

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

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

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

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

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION

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

3. AMERICANS WITH DISABILITIES ACT

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

4. CONTRACTOR NAME CHANGE

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA

A. When Agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

B. "Doing business" is defined in Revenue and Taxation Code section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

C. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION

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

7. AIR OR WATER POLLUTION VIOLATION

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

8. PAYEE DATA RECORD FORM STD 204

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

EXHIBIT G

EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.