



● **Board of Directors**  
***Engineering, Operations, and Technology Committee***

10/10/2023 Board Meeting

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7-1

**Subject**

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Amend the Capital Investment Plan for fiscal years 2022/23 and 2023/24 to include development of a multi-benefit landscape project on Webb Tract and authorize professional service agreements with: (1) GEI Consultants Inc. in an amount not to exceed \$1.5 million; and (2) Environmental Science Associates in an amount not to exceed \$980,000; the General Manager has determined that the proposed actions are exempt or otherwise not subject to CEQA

**Executive Summary**

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In May 2023, Metropolitan's Board adopted a resolution to support a grant application for a \$20.9 million grant from the Sacramento-San Joaquin Delta Conservancy (Delta Conservancy) to develop a multi-benefit landscape opportunity on Webb Tract, one of the Metropolitan-owned islands, and authorized the General Manager or designated representative to accept the grant, if awarded (**Attachment 1**) with direction to staff to provide terms of the grant prior to further Board action. On May 24, 2023, the Delta Conservancy awarded Metropolitan the grant. As this project was not included in the Capital Investment Plan (CIP) budget for fiscal years 2022/23 and 2023/24, this action amends the CIP to include the development of a multi-benefit, mosaic landscape project on Webb Tract. This action also authorizes three professional services agreements to support planning efforts. Awarding agreements at this time will allow staff to begin design and environmental documentation and to take advantage of the state grant funds that were awarded to Metropolitan.

**Details**

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**Background**

In 2016, Metropolitan's Board approved the purchase of land on five islands located in the Sacramento-San Joaquin Delta region. Metropolitan's portion of one of those islands, Chipps Island, was sold to the California Department of Water Resources in 2021 to develop a tidal marsh habitat restoration project. The remaining four islands are currently being leased to farmers, who grow a variety of crops or graze cattle on the fertile peat soils. Farming practices throughout much of the Delta region contribute to subsidence, which lowers the elevation of the islands and emits greenhouse gases of carbon dioxide and nitrous oxide through a process called microbial oxidation. Oxidation of the soils occurs when the highly organic peat soil is exposed to the atmosphere during harvesting and tilling activities. As a result, Metropolitan's islands are currently as much as 12-25 feet below sea level. These islands, like other islands in the Delta, are protected by perimeter levees that prevent flooding of the islands by holding back the water from the surrounding rivers and sloughs. If the current land practices continue, the islands will continue to emit greenhouse gases and lose land surface elevation, increasing hydrostatic pressure on levee systems that protect the islands.

Findings from work performed under a recent Proposition 1 planning grant recognized that Webb Tract (**Attachment 2**) would provide a unique opportunity to implement a multi-benefit habitat restoration project. Earlier this year, Metropolitan submitted a grant application to the Sacramento-San Joaquin Delta Conservancy (Delta Conservancy) to fund a whole-island, multi-benefit habitat restoration project that would construct at least 3,000 and up to 3,500 acres of shallow flooded wetland and at least 1,000 and up to 1,500 acres of rice farming or other subsidence-reducing crops (Project). In May 2023, Metropolitan was awarded a \$20.9 million grant from the Delta Conservancy to fund design, environmental documentation, permitting and construction of the proposed Project.

## Benefits

Developing this multi-benefit landscape opportunity would support the Board-adopted Revision and Restatement of Bay-Delta Policies (Bay-Delta Policies). Constructing rice fields and wetlands would stop and/or reverse subsidence, reducing pressure on the levees and further protecting the State Water Project's freshwater pathway. Because rice has historically commanded higher prices per acre under cultivation than more common Delta crops, Metropolitan could realize increased revenue from longer-term leases of the rice fields. The wetlands and rice would trap carbon dioxide through carbon sequestration, and wetting the land would reduce greenhouse gas emissions that are released during dry-land farming activities on the island's peat soils. These greenhouse gas emissions reductions and carbon sequestration could be used to offset emissions under Metropolitan's Climate Action Plan or generate income from carbon offsets realized. Furthermore, the wetlands would provide habitat that can be studied and developed to potentially increase production of phytoplankton and zooplankton, which can help address one of the most important needs of the Delta ecosystem, the declining pelagic food web. In addition to the benefits described, staff is investigating other potential revenue-generating opportunities that could help fund long-term operation and maintenance of the island.

## Grant Terms

The following is a summary of the key terms in the grant. The draft grant agreement is included as **Attachment 3**.

- **Project Term:** The Project grant term is three years and is separated into two phases. Phase 1 includes planning, design, and preparation of environmental documentation. Phase 2 includes construction and monitoring. The grant agreement will be amended prior to initiation of Phase 2 to include any project scope and schedule changes or permit conditions identified during the design phase.
- **Funding:** The Delta Conservancy grant totals \$20.9 million. This includes \$3.2 million for Phase 1 activities and \$17.7 million for Phase 2 activities.
- **Environmental Compliance:** Phase 1 will include preparation of environmental documentation and development of applications for all required permits. Prior to the start of Phase 2, staff will return to the Metropolitan and Delta Conservancy boards to approve the Project and take related California Environmental Quality Act (CEQA) actions. Phase 2 funding will not be released, and construction and monitoring activities will not commence until both the Metropolitan and the Delta Conservancy boards have complied with CEQA, approved Phase 2 of the Project, and all required permits have been obtained.
- **Maintenance/Operation:** If Phase 2 is implemented, the Property shall be maintained and operated under this program for a period of at least 15 years from completion of Phase 2.
- **Property Transfer/Sale:** If Phase 2 is implemented, the Property may not be sold or transferred without the written approval of the State of California, acting through the Delta Conservancy, provided that such approval shall not be unreasonably withheld as long as the purposes for which the Agreement was awarded are maintained for a period of at least 15 years from completion of Phase 2. If Metropolitan intends to sell or transfer the Property during the 15-year operation and maintenance period without the requirement that the buyer keep it for the purposes and length of time specified in this agreement, Metropolitan would be required to pay back any Phase 1 and Phase 2 funds already released under the Agreement, plus interest.
- **Habitat Mitigation:** If Phase 2 is implemented, the Property may be used to develop a mitigation banking program provided that the Property shall be maintained and operated under this program for a period of at least 15 years from completion of Phase 2. For the same 15-year period, the Property may not be used as security for any debt or for mitigation without the written approval of the State of California, acting through the Delta Conservancy, or its successor, provided that such approval shall not be unreasonably withheld as long as the purposes for which the Agreement was awarded are maintained. The funds being released will not be used for mitigation requirements of the Delta Conveyance Project.

- **Grant Termination:** The Delta Conservancy may terminate this Agreement and be relieved of any payments should Metropolitan breach this Agreement or fail to perform the requirements of this Agreement. If Metropolitan fails to complete the Project in accordance with this Agreement, Metropolitan shall be liable for immediate repayment to the Delta Conservancy of all amounts disbursed by the Delta Conservancy under this Agreement, plus accrued interest. Grantee agrees to cover any and all costs the Grantor incurs in enforcing this provision. The Delta Conservancy may, in its sole discretion, consider extenuating circumstances and not require repayment for work partially completed.

### **Budget Impact**

In April 2022, the Board appropriated funds and authorized the General Manager to initiate or proceed with work on all capital projects identified in the CIP, subject to any limits on the General Manager's authority and CEQA. This action amends the CIP to include the Project. It is not anticipated the addition of this Project to the CIP will increase CIP expenditures in the current biennium beyond those that have been previously approved by the Board.

This Project anticipates a total cost of approximately \$25 million, of which the Delta Conservancy grant will fund \$20.9 million of the total expenditure. Staff anticipates providing approximately \$4.1 million of in-kind services over a three-year period. Approximately \$2.5 million of the total Project cost will be incurred in the current biennium. These projects have been reviewed in accordance with Metropolitan's CIP prioritization criteria and were approved by Metropolitan's CIP Evaluation Team.

### **Phase 1 – Design, Environmental Documentation, and Baseline Scientific Monitoring**

Work under the three-year grant agreement will be implemented in two phases: planning and, if approved, implementation. Phase 1 includes Project design, preparation of environmental documentation, purchase of monitoring equipment, and collection of baseline data for greenhouse gas monitoring. Phase 2 will include construction of wetlands and rice fields and post-construction monitoring of greenhouse gas emissions. Phase 2 construction and monitoring activities will not commence until both the Metropolitan and the Delta Conservancy boards have complied with CEQA, approved Phase 2 of the Project, and all required permits have been obtained. Staff will return to the Board at a later date to approve Phase 2 of the Project, take related CEQA actions, execute land use and lease agreements for rice farming activities, and award construction agreement(s). The release of Phase 2 grant funding is contingent on completion of Phase 1 activities and Board approvals.

A total of \$6.74 million in CIP funds are required for this Phase 1 work. As described below, allocated funds would include up to \$1.5 million for the final design activities by GEI Consultants Inc. and \$980,000 for Environmental Science Associates for preparation of environmental documentation and permit applications. Allocated funds for Metropolitan staff and other activities include \$300,000 for technical oversight of design and review of consultant work, \$2,876,000 for project management, environmental documentation, review, and project controls; and \$200,000 for incidental expenses, \$233,000 for monitoring equipment, \$155,000 for baseline scientific monitoring (Hydrofocus Inc), \$100,000 for ecocultural investigations and public outreach (J.A. Spezia Consulting), and \$391,000 for remaining budget activities.

As described below, design will be performed by GEI Consultants Inc. Metropolitan's Engineering Services Group performance metric target range for final design with construction more than \$3 million is 9 to 12 percent. For this Project, the performance metric goal for final design is 12 percent of the total construction cost. The estimated cost of construction for the Project ranges from \$15 to \$16 million.

### **Design Services**

Staff recommends GEI Consultants Inc. to perform design services for the Project under a new professional services agreement. This consultant was prequalified under Request for Qualifications (RFQ) No. 1291 and was selected for the Project due to its experience with wetland design in the Delta region. The planned activities include: (1) review of investigations completed to date; (2) performing hydraulic analysis; (3) performing geotechnical analysis; (4) preparing a detailed design of the wetlands; (5) development of a vegetation plan; (6) developing a construction cost estimate; and (7) technical support during advertising.

This action authorizes a new agreement for a not-to-exceed total of \$1.5 million to perform design activities for the Project. For this agreement, Metropolitan has established a Small Business Enterprise (SBE) participation level of 25 percent. GEI Consultants Inc. has agreed to meet this level of participation. The planned subconsultants for this work are listed in **Attachment 5**.

### **Environmental Services**

Staff recommends Environmental Science Associates (ESA) prepare environmental documentation and associated permit applications under a new professional services agreement. This consultant was prequalified under RFQ No. 1265 based on the firm's extensive experience with CEQA compliance, environmental permits, and other clearances, and its experience with the Delta islands. The planned scope of work includes performing technical studies, preparing environmental documentation, and environmental permit applications.

This action authorizes a new agreement for a not-to-exceed total of \$980,000 to prepare environmental documentation and environmental permit applications for the Project. For this agreement, Metropolitan has established an SBE participation level of 25 percent. ESA has agreed to meet this level of participation. The planned subconsultants for this work are listed in **Attachment 5**.

### **Summary**

This action amends the CIP to include the Project and awards agreements for design and preparation of environmental documentation. This Project has been evaluated and recommended by Metropolitan's CIP Evaluation Team, and funds are available within the fiscal years 2022/23 and 2023/24 capital expenditure plan. See **Attachment 2** for a Location Map, **Attachment 4** for the Allocation of Funds, and **Attachment 5** for the Lists of Subconsultants.

### **Project Milestones**

Winter 2024 – Board to review and approve environmental documentation and consider Project approval

Spring 2025 – Board award of construction contract

### **Policy**

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Metropolitan Water District Administrative Code Section 11104: Delegation of Responsibilities

Metropolitan Water District Administrative Code Section 8121: General Authority of the General Manager to Enter Contracts

By Minute 53012, dated October 11, 2022, the Board adopted the Revision and Restatement of Bay-Delta Policies.

By Minute 53254, dated May 9, 2023, the Board adopted a resolution to support an approximately \$20.9 million grant application to the Sacramento-San Joaquin Delta Conservancy to develop a multi-benefit landscape opportunity on Webb Tract; and authorized the General Manager to accept the grant if awarded.

### **California Environmental Quality Act (CEQA)**

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#### **CEQA determination for Option #1:**

The proposed action is categorically exempt under the provisions of CEQA and the State CEQA Guidelines. The proposed action consists of basic data collection and resource evaluation activities, which do not result in a serious or major disturbance to an environmental resource. This may be strictly for information gathering purposes, or as part of a study leading to an action which a public agency has not yet approved, adopted, or funded. Accordingly, the proposed action qualifies for a Class 6 Categorical Exemption (Section 15306 of the State CEQA Guidelines). In addition, the proposed action is not defined as a project under CEQA (Public Resources Code Section 21065, State CEQA Guidelines Section 15378) because the proposed action would not cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and involves administrative activities of governments (Section 15378(b)(5) of the State CEQA Guidelines). Finally, it can be seen with certainty that there is no possibility that the proposed action may have a

significant impact on the environment; the proposed action is not subject to CEQA (Section 15061(b)(3) of the State CEQA Guidelines).

**CEQA determination for Option #2:**

None required

**Board Options**

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**Option #1**

Amend the Capital Investment Plan for fiscal years 2022/23 and 2023/24 to include development of a multi-benefit landscape project on Webb Tract and authorize professional service agreements with: (1) GEI Consultants Inc. in an amount not to exceed \$1.5 million; and (2) Environmental Science Associates in an amount not to exceed \$980,000.

**Fiscal Impact:** Expenditure of \$6.74 million in capital funds of which the Delta Conservancy grant will fund approximately \$3.2 million of the Phase 1 expenditure. Approximately \$2.5 million will be incurred in the current biennium. The remaining funds for this action will be accounted for in the next biennial budget.

**Business Analysis:** Metropolitan would leverage a significant funding opportunity to enhance Webb Tract and meet the Board-adopted Bay-Delta Policies.

**Option #2**

Do not amend the Capital Investment Plan to add a multi-benefit, mosaic landscape project on Webb Tract, and do not proceed with the project at this time.


**Fiscal Impact:** None

**Business Analysis:** Metropolitan would forego an opportunity to utilize \$20.9 million in grant funding to reduce or reverse subsidence on Webb Tract, generate carbon credits from carbon sequestration in wetlands and rice, generate increased lease potential from long-term leases on rice fields, and forego a potential opportunity to increase the property value for any future property disposition considerations.

**Staff Recommendation**

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Option #1

  
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 Nina A. Hawk  
 Chief, Bay-Delta Resources  
 9/27/2023  
 Date

  
 \_\_\_\_\_  
 Adel Hagekhalil  
 General Manager  
 9/27/2023  
 Date

**Attachment 1 – Board Resolution**

**Attachment 2 – Location Map**

**Attachment 3 – Draft Grant Agreement**

**Attachment 4 – Allocation of Funds**

**Attachment 5 – Lists of Subconsultants**

**RESOLUTION 9344****RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE METROPOLITAN WATER DISTRICT OF  
SOUTHERN CALIFORNIA  
IN SUPPORT OF ITS PROPOSAL FOR FUNDING  
UNDER THE DELTA CONSERVANCY NATURE BASED SOLUTIONS:  
WETLAND RESTORATION GRANT PROGRAM TO DEVELOP  
A MULTI-BENEFIT LANDSCAPE OPPORTUNITY ON WEBB TRACT**

WHEREAS, the Sacramento-San Joaquin Delta Conservancy (Delta Conservancy) is requesting proposals from sponsors to facilitate project development under the Amended Budget Act of 2022 for projects that support Nature Based Solutions: Wetland Restoration; and

WHEREAS, the submittal of a proposal for grant funding and acceptance of funding by Metropolitan has been determined not to be a project under the California Environmental Quality Act (CEQA) under Section 15378(b)(4) and Section 15378(b)(5) of the State CEQA Guidelines; and

WHEREAS, the expenditure of grant funding, if awarded, for design, environmental review, preconstruction data collection and permitting activities by Metropolitan has been determined to be exempt from CEQA under Section 15306 and Section 15262 of the State CEQA Guidelines.

WHEREAS, prior to formal approval of any proposed construction by the Board, CEQA documentation will be prepared and processed in accordance with the CEQA and State CEQA Guidelines; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of The Metropolitan Water District of Southern California that the Board supports the Metropolitan Water District's proposal to Develop a Multi-Benefit Landscape Opportunity on Webb Tract.

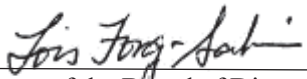
BE IT FURTHER RESOLVED that Metropolitan's Board authorizes Metropolitan's General Manager or his/her designee to accept grant funding of approximately \$20,900,000.

BE IT FURTHER RESOLVED that Metropolitan's Board delegates legal authority to Metropolitan's General Manager to enter into an agreement with the Delta Conservancy, subject to the approval of the General Counsel, relevant to receipt of the requested proposal to Develop a Multi-Benefit Landscape Opportunity on Webb Tract grant.

BE IT FURTHER RESOLVED that Metropolitan is capable of providing the amount of funding and/or in-kind contributions specified in the funding plan.

BE IT FURTHER RESOLVED that if selected for funding, Metropolitan will work with Delta Conservancy to meet established program deadlines.

I HEREBY CERTIFY that the foregoing is a full, true and correct copy of a resolution adopted by the Board of Directors of The Metropolitan Water District of Southern California at its meeting held May 9, 2023.

  
Secretary of the Board of Directors  
of The Metropolitan Water District  
of Southern California

\\Infrastructure\_Unit\GIS\Projects\Special\_Requests\Maui\Staley\GIS\Webb\_Tract\_Delta\_Extent.mxd (Printed 2/13/2023) | Photography Date: Bing | Prepared by: Tom Biecher (Geodetics & Mapping Team) | Checked by: Malinda Staley | Job#: GIS23-01-06



 Webb Tract

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Sacramento-San Joaquin Delta Conservancy  
And The Metropolitan Water District of Southern California  
Grant Agreement Number: NBS01  
SECTION I: SCOPE OF WORK

**Wetland Mosaic Landscape on Webb Tract Project**  
**SECTION I: SCOPE OF WORK**

**1. AUTHORITY**

Under the Ecosystem Restoration and Climate Adaptation Grant Program, which provides grants for projects that support restoration, conservation, and climate resilience for wetlands (collectively known as Nature Based Solutions: Wetland Restoration), the Sacramento-San Joaquin Delta Conservancy (**Grantor**) is entering into this Grant Agreement (**Agreement**) with The Metropolitan Water District of Southern California (**Grantee**) to provide funding for the completion of the activities set forth in this Agreement. The Project consists of two phases, Planning (**Phase 1**) and Implementation (**Phase 2**). Under this Agreement, Phase 2 funding is contingent on successful completion of Phase 1 activities including approval of California Environmental Quality Act (CEQA) findings by the lead and responsible agencies, written approval by the Grantor, and an amendment to this grant agreement that includes a CEQA Responsible Agency findings board resolution. The proposed Wetland Mosaic Landscape on Webb Tract Project (**Project**) will be consistent with the information specified by the Grantee's grant funding proposal approved by the Grantor on May 24, 2023 under its General Grant Program solicitation process (attached as EXHIBIT A).

**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, October 30, 2026.

**4. DEFINITIONS**

Phase 1: Includes grant management, administration, and quarterly reporting; community engagement and outreach; preliminary design plans; environmental compliance and permitting including CEQA and determination of consistency with the Delta Plan; purchase and installation of operating equipment and baseline environmental monitoring; and development of an environmental monitoring plan.

Phase 2: Final design planning; construction of wetlands and rice fields; community engagement and outreach; scientific monitoring as detailed in Phase 1 environmental monitoring plan; quantify greenhouse gas emissions reductions for managed wetlands and rice compared to baseline, develop an updated model for estimation of GHG emissions; disseminate Project results to interested parties; prepare levee integrity analysis and final report; develop long-term management plan; and provide quarterly and final reports.



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## 5. PROJECT STATEMENT

### A. Overview

- i. This is a two-phase grant agreement. Funding for Phase 1 is only authorized until further written approval is obtained from the Grantor for Phase 2. This Agreement, for administrative purposes, includes both phases of the Project, but no rights or responsibilities adhere to the second phase (Phase 2) of the Project unless and until the Grantor provides written approval to proceed with Phase 2. Phase 2 approvals are predicated on successful completion of environmental documentation and acquisition of permits.

The purpose of the two-phased Project is to construct a mosaic of habitat types on Webb Tract located in the central Delta which includes at least 3,000 acres of wetlands and 1,000 acres of rice fields. Additionally, the Project will create grassland/upland habitat, willow riparian scrub, and other wildlife beneficial habitat on Webb Tract, as determined by the Project's design plan. As described in the Definitions, Phase 1 will include design and preparation of environmental documentation and acquisition of permits, and public outreach. Phase 2 will include construction, scientific monitoring, public outreach, and reporting.

- ii. The Project is necessary because it will establish a science- and data-based understanding of alternative land uses and the potential to reverse subsidence and reduce greenhouse gas (GHG) emissions. Years of drainage and farming on peatlands has led to increased GHG emissions and subsidence, which in turn poses risks to levee stability, water supply reliability, water quality, and ecosystem health. By re-wetting the soil and converting existing lands to wetlands and rice, GHG emissions will be reduced, and subsidence can be halted or reversed. The Project will investigate sustainable water management practices and how wetlands can be managed to expand the availability of both carbon and nutrients, with potential benefits to the Delta pelagic food web. The Project will allow for an understanding of how complex freshwater wetland ecosystems function on a Delta island.
- iii. The Project Team is comprised of the Grantee, in partnership with contractors GEI Consultants, Inc., HydroFocus, Inc., Environmental Science Associates, the University of California (UC) Davis Center for Watershed Sciences, and J.A. Spezia Consulting. The Grantee has selected contractors for project planning through its current list of pre-qualified contractors under the Grantee's Request for Qualifications (RFQ) SD-1291.
- iv. A previous feasibility grant from the California Department of Fish and Wildlife (CDFW) reviewed the four Delta islands owned by the Grantee and identified island-wide restoration opportunities that meet multiple land use objectives such as subsidence reversal, sustainable agricultural practices, carbon sequestration, and habitat restoration. The results of the study were the basis for this multi-benefit landscape mosaic on Webb Tract. The Project will build from the CDFW feasibility grant and will advance design planning, conduct baseline environmental monitoring, provide outreach efforts, complete environmental compliance and permitting documentation, construct

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the Project, and conduct pre-and post-construction monitoring. Additional project work (beyond grant funding term) will involve monitoring and maintenance of the Project site and publishing an open-access peer-reviewed journal article summarizing Project outcomes.

- v. The overall goal of the two-phased Project is to create a habitat mosaic of at least 3,000 acres of flooded wetlands and at least 1,000 acres of rice crops. Additionally, riparian and upland habitat will be included, as topography permits, to create habitat, to stop or reverse subsidence and reduce greenhouse gas emissions on Webb Tract in the central Delta.

The goals of Phase 1 of the Project are to prepare design plans and submit permit application(s) for the construction of the habitat mosaic on Webb Tract.

The goals of Phase 2 of the Project are to stop or reverse ongoing organic soil subsidence, reduce GHG emissions generated by traditional dry-land farming practices and oxidation of peat soils, sequester carbon by trapping carbon dioxide in wetlands and rice fields, promote ecological diversity through a variety of native habitat types on a mosaic landscape, develop sustainable agriculture practices, and investigate sustainable water management practices.

## **B. Project Location**

Webb Tract is an island located in the Sacramento-San Joaquin Delta region in north-eastern Contra Costa County. The island is bounded by the San Joaquin River to the north and the east. It is bounded by Fisherman's Cut on the west and by Old River to the south. The island is owned by the Grantee and is accessible only by barge/boat. Latitude, 38° 4'37.19"N Longitude, 121°36'49.96"W – refers to the center of Webb Tract. See EXHIBIT B: PROJECT MAP.

## **6. 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 (Phase 1 and Phase 2)**

Work on Phase 2 will not be reimbursed until written approval by the Grantor is received.

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

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Conditions:

- **Site Access/Land Tenure Agreement.** This section is not applicable to Phase 1. Before funding is dispersed for Phase 2, site access or land tenure agreement must be recorded. This Grant Agreement will be amended at initiation of phase 2 and a Notice of Unrecorded Grant Agreement (NUGA; EXHIBIT C: NOTICE OF UNRECORDED GRANT AGREEMENT EXHIBIT C), will be recorded with the county (Section I.PROJECT IMPLEMENTATION.N).
- **Delta Plan Consistency.** If the Project is a Covered Action, as defined in Water Code Section 85057.5 and associated regulations, the Grantor will not disburse construction, improvement, or acquisition (Phase 2) funds until the Grantee submits a certification of consistency with the Delta Plan to the Delta Stewardship Council and either no appeal is filed or any appeal is resolved in Grantee's favor.
- **Regulatory Permits.** Receipt of all permits is required prior to payment of construction, improvement, or acquisition (Phase 2) funds.
- **Recognition and Signage.** The Grantee shall refer to Recognition and Signage (Section I.6.T) and submit deliverables to the Grantor.
- **Data.** For projects that generate data, all project data must be submitted prior to final distribution of grant funds.
- Funding for Phase 2 deliverables will only be available upon the Delta Conservancy's Board consideration and adoption of CEQA Findings, written approval by the Grantor, and an amendment to this grant agreement that includes CEQA Responsible Agency findings board resolution.

Deliverables and Key Project Milestones	Completion Dates
i. Site Access/Land Tenure. See Section I.6.N.	Not applicable to Phase 1. Phase 2 completion date to be determined (TBD) prior to execution of Phase 2.
ii. Delta Plan Consistency. See Section I.6.P.	Not applicable to Phase 1. Phase 2 completion date TBD.
iii. Invoices. See Section II.2.	Between the first and fifth of the second month following the end of the quarter
iv. Quarterly Progress Reports. See Section I.8.B.	Between the first and fifth of the second month following the end of the quarter

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v. Annual Progress Reports. See Section I.8.Annual Status ReportD.	Between February 1-5 through the Funding Term
vi. Initial Monitoring and Management Plan. See Section I.6.M.	Not applicable to Phase 1. Phase 2 completion date (TBD).
vii. Recognition and Signage Plan. See Section I.6.T.	Within 60 days of Grant Funding Start Date.
viii. Draft Final Report. See Section I.8.C.	30 days prior to Funding End Date
ix. Final Monitoring and Management Plan. See Section I.6.M.	Not applicable to Phase 1. Phase 2 completion date TBD.
x. Final Report. See Section I.8.C.	60 days post Funding End Date
xi. Final Invoice. See Section II.2.	60 days post Funding End Date
xii. Submission of Project Data. See Section I.6.L.	Final submission of data due 60 days post Funding End Date
xiii. Annual Status Report. See Section I.8.D.	Not applicable to Phase 1. Phase 2 completion date of annually Between February 1-5 from Funding End Date through Grant End Date

### B. Task 2) Community Engagement and Outreach (Phase 1)

The Grantee will host at least three collaborative meetings or open house events to engage interested parties of the Project's proposed design, construction, and long-term monitoring and maintenance. The Grantee will work with interested parties to determine the best pathway for future information sharing. Additionally, the Grantee will conduct intermittent outreach to interested parties such as community members, local tribes, regional water or food web experts, and others as needed to respond to and address community needs or concerns. Outreach and engagement will occur throughout both phases of the Project.

This task will be completed by the Grantee and J.A. Spezia Consulting. The costs of completing this task will be covered by Grantor funds or cost share from the Grantee.

Conditions:

- None

Deliverables and Key Project Milestones	Completion Dates
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i. PDF copies of collaborative meeting or open house agendas and notes	Quarterly, when applicable, as part of Quarterly Progress Reports
ii. PDF copies of collaborative meeting or open house attendance sheets including affiliation	Quarterly, when applicable, as part of Quarterly Progress Reports
iii. Summary report of community engagement and outreach efforts, including audiences reached and key findings	September 30, 2026

**C. Task 3) Preliminary Design Plans (Phase 1)**

This task would build off existing preliminary design plans and prepare 65 Percent Design Plans that 1) outline how the design for construction would be completed and 2) design plans for the island that include restoration of up to 5,000 acres that consists of at least 1,000 acres of rice and at least 3,000 acres of wetland plus any riparian or upland habitat, The Grantee will review the 65 Percent Design Plans and any comments will be incorporated by the design contractor.

This task will be completed by the Grantee and GEI Consultants, Inc. The costs of completing this task will be covered by Grantor funds or cost share from the Grantee.

Conditions:

- None

<b>Deliverables and Key Project Milestones</b>	<b>Completion Dates</b>
i. PDF copy of the 65 Percent Design Plans	March 01, 2025

**D. Task 4) Environmental Compliance and Permitting (Phase 1)**

This task includes completing an appropriate CEQA strategy with documentation preparing permit applications. If necessary, consultation for permits will be conducted with the appropriate entities, which could include US Army Corps of Engineers (USACE), Regional Water Quality Control Board, Contra Costa County, Department of Fish and Wildlife, and US Fish and Wildlife Service. Following consultations, appropriate permits will be acquired.

To facilitate timely preparation of CEQA documentation, the Grantee has started background technical studies that will inform the CEQA analysis prior to Grant execution. These studies will inform what level of environmental analysis is required. The technical

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studies will assess potential impacts of the proposed Project on various environmental resources and the findings would be used to inform the CEQA document and guide the decision-making process.

This task will also identify the necessary permit(s), prepare permit application(s), and work with the appropriate agencies to secure permits, as required. The permit conditions will be incorporated into the final design and construction specifications.

This task will be completed by the Grantee and Environmental Science Associates. The costs of completing this task will be covered by Grantor funds or cost share from the Grantee.

Conditions:

- None

<b>Deliverables and Key Project Milestones</b>	<b>Completion Dates</b>
<b>i.</b> PDF copies of technical studies prepared to inform environmental compliance	January 31, 2025
<b>ii.</b> List of necessary permits to be acquired	March 01, 2024
<b>iii.</b> PDF copies of approved permits	April 14, 2025
<b>iv.</b> PDF copy of Grantee's board approved CEQA Findings for the Grantor	March 01, 2025

#### **E. Task 5) Baseline Environmental Monitoring (Phase 1)**

To collect baseline data on GHG conditions and monitor how changes in land use practices impact GHG emissions, the Grantee will install two eddy covariance emission measurement equipment stations at the Project site. To assess the processes affecting the spatial variability of emissions and GHG removal, flux chambers will be used to measure existing CO<sub>2</sub>, CH<sub>4</sub>, and N<sub>2</sub>O emissions. Before construction (Phase 2) of wetland habitat and rice crop areas, the Grantee will quantify above- and below- ground biomass and carbon stocks in soils. These data will be analyzed to understand how varying water management practices affect GHG emissions and to model if GHG emissions change from baseline conditions.

This task will be completed by the Grantee and HydroFocus Inc. The costs of completing this task will be covered by Grantor funds or cost share from the Grantee.

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Conditions:

- None

<b>Deliverables and Key Project Milestones</b>	<b>Completion Dates</b>
i. Photos of two installed eddy covariance stations	March 31, 2024
ii. Summary of baseline GHG emissions monitoring	Quarterly, when applicable, as part of Quarterly Progress Reports

**F. Task 6) Community Engagement and Outreach (Phase 2)**

Work on Phase 2 will not be reimbursed until written approval by the Grantor is received.

The Grantee will host at least one collaborative meeting or open house events to inform interested parties of the Project’s construction and long-term monitoring and maintenance. Additionally, the Grantee will conduct intermittent outreach to interested parties such as community members, local tribes, regional water or food web experts, and others through email notifications, interested party lists, or other method(s) as necessary.

This task will be completed by the Grantee, HydroFocus Inc., and J.A. Spezia Consulting. The costs of completing this task will be covered by Grantor funds and/or cost share from the Grantee.

Conditions:

- Funding for this task will only be available upon the Delta Conservancy’s Board consideration and adoption of CEQA Findings, written approval by the Grantor, and an amendment to this grant agreement that includes CEQA Responsible Agency findings board resolution.

<b>Deliverables and Key Project Milestones</b>	<b>Completion Dates</b>
i. PDF copies of collaborative meeting or open house agendas and notes	Quarterly, when applicable, as part of Quarterly Progress Reports
ii. PDF copies of collaborative meeting or open house attendance sheets including affiliation	Quarterly, when applicable, as part of Quarterly Progress Reports
iii. Summary report of community engagement and outreach efforts,	TBD

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including audiences reached and key findings	
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**G. Task 7) Final Design Planning (Phase 2)**

Work on Phase 2 will not commence until written approval by the Grantor.

This task would build upon 65 Percent Design Plans created during Phase 1 to prepare 95 Percent Design Plans and Final Construction Documents that detail design plans for construction of at least 3,000 acres of wetlands, at least 1,000 acres of rice crop, and any riparian or upland habitats, including a vegetation planting plan, if applicable, which will specify the acreages and locations of each part of the land use and habitat mosaic. The Grantee will review the 95 Percent Design Plans and any comments will be incorporated by the contractor to finalize the 100 Percent Design Plans.

This task will be completed by the Grantee, GEI Consultants, Inc. The costs of completing this task will be covered by Grantor funds or cost share from the Grantee.

Conditions:

- Funding for this task will only be available upon the Delta Conservancy’s Board consideration and adoption of CEQA Findings, written approval by the Grantor, and an amendment to this grant agreement that includes adopted Responsible Agency findings and determination.

<b>Deliverables and Key Project Milestones</b>	<b>Completion Dates</b>
i. PDF copy of the 95 Percent Design Plans	TBD
ii. PDF copy of Final Construction Documents	TBD
iii. PDF copy of final wetland and rice crop design report, including a vegetation planting plan	TBD

**H. Task 8) Construction (Phase 2)**

Work on Phase 2 will not commence until written approval by the Grantor.

The Grantee will solicit bids and select a qualified construction contractor. The Grantee and a to be determined contractor will remove invasive plant species and grade land using heavy equipment, as necessary, consistent with the design plans developed and permits



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acquired during the Phase 1 activities. After land modifications and any necessary invasive species removal, native plants will be planted based on the habitat type planned and per the vegetation planting plan developed for the Project. At least 3,000 and up to 3,500 acres of freshwater emergent wetlands, upland habitat and associated infrastructure will be created, as well as at least 1,000 and up to 1,500 acres of land developed for rice cultivation. Areas where rice is farmed will be laser leveled with berms established. The Grantee will consult with mosquito abatement, pest management, invasive species experts, and others as necessary to ensure the Project is managed to reduce negative impacts. It is anticipated that construction will include the creation of access points and internal roads or passageways. To convey water into and within the wetland system, gravity flow from existing siphons will move water from the higher elevation units to the lower, until it is exported to existing drainage channels and the water pumped from the island using two existing pump stations.

Pre- and post-construction monitoring will be conducted on all habitat types. Required monitoring will be determined based on environmental documentation findings conducted during Phase 1. Monitoring that may be required includes surveys for special status species or invasive species.

This task will be completed by the Grantee and a to be determined construction contractor. The costs of completing this task will be covered by Grantor funds or cost share from the Grantee.

Conditions:

- **Site Access/Land Tenure Agreement.** This section is not applicable to Phase 1. Before funding is dispersed for Phase 2, site access or land tenure agreement must be recorded. This Grant Agreement will be amended at initiation of phase 2 and a Notice of Unrecorded Grant Agreement (NUGA; EXHIBIT C: NOTICE OF UNRECORDED GRANT AGREEMENT EXHIBIT C), will be recorded with the county (Section I.PROJECT IMPLEMENTATION.N).
- **Delta Plan Consistency.** If the Project is a Covered Action, as defined in Water Code Section 85057.5 and associated regulations, the Grantor will not disburse construction, improvement, or acquisition (Phase 2) funds until the Grantee submits a certification of consistency with the Delta Plan to the Delta Stewardship Council and either no appeal is filed or any appeal is resolved in Grantee's favor.
- **Regulatory Permits.** Receipt of all permits is required prior to payment of construction, improvement, or acquisition (Phase 2) funds.
- Funding for this task will only be available upon the Delta Conservancy's Board consideration and adoption of CEQA Findings, written approval by the Grantor,

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and an amendment to this grant agreement that includes CEQA Responsible Agency findings board resolution.

<b>Deliverables and Key Project Milestones</b>	<b>Completion Dates</b>
<b>i.</b> PDF copy of construction solicitation package(s) and copies of bids received	TBD
<b>ii.</b> PDF copy of executed contract(s) with to be determined construction contractor(s)	TBD
<b>iii.</b> PDF copy of Pre-construction Monitoring Survey Report	TBD
<b>iv.</b> PDF copies of during construction monitoring surveys	Quarterly, when applicable, as part of Quarterly Progress Reports
<b>v.</b> PDF copy of Post-construction Monitoring Survey Report	TBD
<b>vi.</b> Photos showing the before, during, and after of construction and development of the wetlands	Quarterly, when applicable, as part of Quarterly Progress Reports
<b>vii.</b> Photos showing the before, during, and after development of the rice crops	Quarterly, when applicable, as part of Quarterly Progress Reports
<b>viii.</b> Photos of planted riparian woodland trees and reseeded temporary impact areas as outlined in any permit conditions	Quarterly, when applicable, as part of Quarterly Progress Reports

**I. Task 9) Environmental Monitoring (Phase 2)**

Work on Phase 2 will not commence until written approval by the Grantor.

The Grantee will use the two eddy covariance stations installed during Phase 1 to continue to monitor how changes to land use practices impact GHG emissions. The Grantee will collect post-construction GHG emissions data and use flux chambers to measure CO<sub>2</sub>, CH<sub>4</sub>, and N<sub>2</sub>O emissions in wetland soils to assess the processes affecting the spatial variability of emissions and GHG removal. Real-time water quality measurements will be made using automatic, semi-permanent sensors including dissolved oxygen, salinity and specific conductivity, pH, turbidity, temperature, methyl mercury, and chlorophyll.

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After wetland construction, the Grantee will quantify above- and below-ground biomass and carbon stocks in soils. Data collected in Phase 1 and this task will be used to improve the simulation of GHG emissions in the Delta system, specifically through the SUBCALC, PEPRMT, and DNDC models. The SUBCALC model simulates aerobic microbial oxidation of organic carbon, consolidation, wind erosion, and burning, and would be used to estimate spatially variable CO<sub>2</sub> emissions for organic soil and highly mineral soils. PEPRMT is a process-based biogeochemical model that simulates carbon and methane emissions in wetlands in response to phenology, resources, stress and reduction potential using meteorological data and wetland conditions. Lastly, the DNDC model (DeNitrification-DeComposition) is a process-based model that simulates carbon and nitrogen biogeochemistry in agricultural systems. To simulate the GHG emissions and removals by crops, this model requires site-specific inputs for climate data, fertilizer applications, nitrogen deposition in precipitation, soil texture, and crop practices. The DNDC model has not been calibrated or validated on rice in Delta organic soils; the Project would advance the current abilities of the model to simulate GHG emissions and removals for future projects.

Grantee will prepare an environmental monitoring plan to better understand aquatic food web production in managed wetlands. The contractor, the UC Davis Center for Watershed Science, will assist in drafting and execution of the monitoring plan. The plan will include conducting quarterly sampling at wetland drainage outfalls to measure water quality parameters and quantify plankton abundance. Real-time water quality measurements will be made using automatic, semi-permanent sensors including dissolved oxygen, salinity and specific conductivity, pH, turbidity, temperature, methyl mercury, and chlorophyll. The plan will include a schedule for collection of subsurface water samples inside the island to quantify phytoplankton and zooplankton communities, as well as chlorophyll-*a*, nutrients, and organic carbon concentrations. Additionally, the plan will include a schedule for collection of flow measurements and hydrologic monitoring (soil moisture, wetland water level, groundwater elevation). The Grantee will convene a technical advisory committee (TAC) whose role is to review and endorse the environmental monitoring plan. The TAC will consist of Delta food web expert(s) from a recognized natural resource agency, Grantor staff, and the Grantee (or representative contractor).

The Grantee will implement the environmental monitoring plan (as approved by TAC) to collect food web data to better understand how the changes in land use practices affect the aquatic food web on the island. The UC Davis Center for Watershed Science will conduct quarterly sampling at wetland drainage outfalls to measure water quality parameters and quantify planktonic resources. Subsurface water samples will be collected to quantify phytoplankton and zooplankton communities, as well as chlorophyll-*a*, nutrients, and organic carbon concentrations.

The Grantee, following their environmental monitoring plan, will analyze the environmental data collected and prepare a summary report. The summary report shall include

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comparison between baseline conditions and after installation of wetland habitat and rice cultivation for annual GHG emissions, above and below ground carbon stock, water quality parameters, planktonic resources, and flow. Report will be reviewed and approved by the TAC.

This task will be completed by the Grantee, HydroFocus Inc., and UC Davis Center for Watershed Sciences. The costs of completing this task will be covered by Grantor funds or cost share from the Grantee.

Conditions:

- Funding for this task will only be available upon the Delta Conservancy's Board consideration and adoption of CEQA Findings, written approval by the Grantor, and an amendment to this grant agreement that includes CEQA Responsible Agency findings board resolution.

<b>Deliverables and Key Project Milestones</b>	<b>Completion Dates</b>
<b>i.</b> Summary of environmental monitoring data including, GHG emissions, water quality, food web, and flow data	Quarterly, when applicable, as part of Quarterly Progress Reports
<b>ii.</b> PDF copy of Environmental Monitoring Plan (aquatic food web)	TBD
<b>iii.</b> Summary report of GHG emissions results and use of calculation tool	TBD
<b>iv.</b> Final summary report of the environmental data including comparison and analysis between initial conditions and post wetland restoration and rice cultivation implementation	TBD

**J. Task 10) Analyses (Phase 2)**

Work on Phase 2 will not commence until written approval by the Grantor.

Using the Project site as a model, the Grantee, Hydrofocus, Inc., and the UC Davis Center for Watershed Sciences will perform an analysis of short- and long-term costs and benefits of the land conversion. The analysis will include a comparison of pre-project costs for management and maintenance of the island, cost to construct the Project, and the estimated income to be realized from the Project. The analysis will include an estimate of expected carbon credits to be realized from the project and the expected income that can

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be generated from the carbon credits, expected lease revenue, and any other income generated from the Project to determine the cost-effectiveness of land use changes. After the Grant Funding Term, but during the Grant Period, GHG carbon credits will be independently verified and registered by the American Carbon Registry.

Using the Project site as a model, the Grantee and Hydrofocus, Inc. will use existing methods to estimate how the land use changes will affect the relative probability of levee failure. These results will be summarized and made available to partner agencies and interested parties to enhance their efforts and initiatives.

The costs of completing these analyses will be covered by Grantor funds and/or cost share from the Grantee.

Conditions:

- Funding for this task will only be available upon the Delta Conservancy's Board consideration and adoption of CEQA Findings, written approval by the Grantor, and an amendment to this grant agreement that includes CEQA Responsible Agency findings board resolution.

Deliverables and Key Project Milestones	Completion Dates
i. Draft Cost Benefit Assessment Report	TBD
ii. Draft Levee Integrity Analysis Report	TBD
iii. Final Cost Benefit Assessment Report	TBD
iv. Final Levee Integrity Analysis Report	TBD

### K. Performance Measures (Phase 2)

The Grantee will track performance in accordance with the Performance Measures Table below. The Grantee will be held accountable for completing Project outputs as specified in this Agreement. The Grantee will monitor Project outcomes and share outcome-related data and information as specified in Data Rights and Management (Phase 1 and 2) (Section I.6.L). Failure to deliver Project outcomes for reasons beyond the control of the Grantee will not be deemed a breach of this Agreement.

- i. Objective 1: Design, permit, and construct at least 3,000 acres of flooded wetlands and at least 1,000 acres of rice crops

Outcome	Outputs	Output Completion Dates
1.1 Stop subsidence	1.1 Acres of rewetted land	1.1 TBD

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1.2 Increased habitat for migratory birds	1.2 Acres of land converted to rice or wetland	1.2 TBD
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- ii. Objective 2: Quantify the GHG emission reductions or avoided for managed wetlands and rice compared to baseline emissions

Outcome	Outputs	Output Completion Dates
2.1 Decreased emissions when compared to the original baseline	2.1 Reduction of 14,000 tons CO <sub>2</sub> emissions/year	2.1 TBD

- iii. Objective 3: Develop an updated model with the ability to estimate GHG emissions

Outcome	Outputs	Output Completion Dates
3.1 Improved models that will be used by other Delta owners and stakeholders to estimate potential GHG reductions for alternate land uses in the Delta	3.1 Improved DNDC, PEPPRMNT and SUBCALC model	3.1 TBD

- iv. Objective 4: Quantify the GHG emission reductions attributed to the Project, register the Project with the American Carbon Registry

Outcome	Outputs	Output Completion Dates
4.1 Achieve GHG emissions reductions	4.1 Register the project with the American Carbon Registry and GHG credits issued	4.1 TBD

#### L. Data Rights and Management (Phase 1 and 2)

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.

#### M. Monitoring and Management Plan (Phase 2)

For implementation projects, the Grantee is required to ensure that the Project is maintained in conformance with the terms of this Grant Agreement for at least 15 years and

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preferably for 25 years beyond the Funding End Date (see Section I.6.N. Site Access/Land Tenure (Phase 2)).

At the start of Phase 2, the Grantor shall have reviewed and approved an individualized Monitoring and Management Plan for the Project which will guide the preparation, implementation, and reporting of the Grantee's monitoring and management of Project's Implementation (EXHIBIT D: MONITORING AND MANAGEMENT PLAN). The Monitoring and Management Plan must be completed in two phases: an Initial Monitoring and Management Plan and a Final Monitoring and Management Plan. The Initial Monitoring and Management Plan must be a complete and comprehensive plan that uses best available information. The Final Monitoring and Management Plan must update the Initial Monitoring and Management Plan and include new information obtained during the Funding Term. The Monitoring and Management Plan must include a Monitoring element and Management element. The Monitoring element must describe the frequency, timing, methods and purposes of the monitoring and how the monitoring will be funded. The Management element must address on-going and long-term maintenance, including what maintenance will be done, who will do it, and how it will be funded; include a fiscal plan; and describe the personnel and organizational structure for maintenance. The Monitoring and Management Plan must describe how the Grantee will adapt to changing conditions and resolve issues.

The Grantee must provide an update for each element of the Monitoring and Management Plan as part of the Annual Status Report (see Section I.8.D). The Monitoring and Management Plan shall become part of the Project file maintained by the Grantor and may be changed if necessary due to changes in resource conditions on the Property. Any proposed changes to the Monitoring and Management Plan shall be subject to the written approval of the Grantor. The Grantor shall not unreasonably withhold its approval of the Initial and Final Monitoring and Management Plan.

**N. Site Access/Land Tenure (Phase 2)**

Before Phase 2 funding is disbursed, the Grantee must record the Notice of Unrecorded Grant Agreement against the deed of the property for at least 15 years, as shown in EXHIBIT C: NOTICE OF UNRECORDED GRANT AGREEMENT. If the Grantee does not own the land on which the Project is being implemented, the Grantee must provide a Landowner Access Agreement that conforms with the Landowner Access Agreement terms in the Grantor's template and is signed by the Landowner and Grantee, approved by the Grantor, and recorded at the County Recorder's Office in which the project is located.

The Grantor, and its respective members, officers, employees, agents and representatives, shall have the right to access the Project site at least once every 12 months from the date of Grantor's Notice to Proceed through the Grant End Date for purposes of inspections, monitoring and upon advance (72 hour) request. Such access shall be at times reasonably acceptable to the landowner and the Grantor following written or verbal request to the Grantee

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During the 15-year grant term, should the Grantee sell, lease, rent or otherwise transfer an interest in the land without the requirement that the buyer keep it for the purposes and length of time specified in this agreement, the Grantee is required to pay back any Phase 1 and Phase 2 funds already released under this Agreement, plus interest calculated in accordance with the present interest for rate at the time of the sale. The Grantor must provide written approval within 30 days prior to any transfer of ownership or interest. Grantee agrees to cover any and all costs the Grantor incurs in enforcing this provision.

**O. California Environmental Quality Act (CEQA) (Phase 1 and 2)**

CEQA is not applicable to Phase 1 of this Project. Phase 1 includes planning for the Project, so CEQA compliance is only required prior to Phase 2 for project implementation.

Prior to commencing Phase 2, the Grantor will review and, at its discretion, approve any necessary CEQA findings for the Project. If adopted by the Delta Conservancy Board, the CEQA responsible agency findings will be amended to this grant agreement (see EXHIBIT E: GRANTOR RESPONSIBLE AGENCY FINDINGS BOARD RESOLUTION).

**P. Delta Plan Consistency (Phase 2)**

If the Project is a covered action pursuant to the Delta Plan, the Grantor will not disburse construction, improvement, or acquisition (Phase 2) 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. The Grantee, as the lead agency, will file the Certification of Consistency. The covered action checklist is provided in EXHIBIT F:

DELTA PLAN COVERED ACTIONS CHECKLIST.

**Q. Other Regulatory Compliance (Phase 1 and 2)**

The Grantee will ensure that all permits, licenses, and certifications necessary to implement the Project have been secured prior to phase 2, which includes 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.

**R. Equipment Purchases (Phase 1 and 2)**

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



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\$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.

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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.

**S. Equipment Rental (Phase 1 and 2)**

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 the 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.

**T. Recognition and Signage**

The Grantee shall inform the public that the project received funds through the Sacramento-San Joaquin Delta Conservancy's Ecosystem Restoration and Climate Adaptation Grant Program for Nature Based Solutions: Wetland Restoration activities. 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's Ecosystem Restoration and Climate Adaptation Grant Program for Nature Based Solutions: Wetland Restoration activities. The size, location, number of signs and draft design shall be approved by the Grantor as part of the Plan for Signage (see Recognition and 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.

**7. KEY CONTACTS (PHASE 1 AND 2)**

The Project Officials during the term of this Agreement are:

<b>Sacramento-San Joaquin Delta Conservancy:</b>	<b>The Metropolitan Water District of Southern California:</b>
<p><b>Name:</b> Lauren Damon, Grant Manager  <b>Address:</b> 1450 Halyard Drive, Suite 6  West Sacramento, CA 95691  <b>Phone:</b> (279) 399-7143  <b>Email:</b>  Lauren.Damon@deltaconservancy.ca.gov</p>	<p><b>Name:</b> Malinda Stalvey, Senior Environmental Specialist  <b>Address:</b> P.O. Box 54153, Los Angeles, CA 90054-0153  <b>Phone:</b> (213) 217-5545  <b>Email:</b> mstalvey@mwdh2o.com</p>

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Direct all administrative inquiries:

<b>Sacramento-San Joaquin Delta Conservancy:</b>	<b>The Metropolitan Water District of Southern California</b>
<b>Name:</b> Chelsea Martínez, Grant & Contract Analyst	<b>Name:</b> Randall D. Neudeck, Manager of Bay-Delta Programs
<b>Address:</b> 1450 Halyard Drive, Suite 6 West Sacramento, CA 95691	<b>Address:</b> P.O. Box 54153, Los Angeles, CA 90054-0153
<b>Phone:</b> (916) 375-2071	<b>Phone:</b> (213) 217-7537
<b>Email:</b> <a href="mailto:contact@deltaconservancy.ca.gov">contact@deltaconservancy.ca.gov</a>	<b>Email:</b> <a href="mailto:rneudeck@mwdh2o.com">rneudeck@mwdh2o.com</a>

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

## 8. REPORTS (PHASE 1 AND 2)

### 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
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
Annual Status Report	January 1-December 31	Between February 1-5 from the end of the Funding Term through the Grant 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 contractors. 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/grant-program/>. Reports must be submitted electronically to the Grant Manager and to the following email: [contact@deltaconservancy.ca.gov](mailto:contact@deltaconservancy.ca.gov). Grantor will not accept reports submitted through the mail.

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**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 contractor 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 current Final Report template can be found on the Grantor's website: <http://deltaconservancy.ca.gov/grant-program/>.

**D. Annual Status Report**

Phase 1 of this grant agreement does not require an Annual Status Report.

With Phase 2 of the grant agreement, and until the Grant End Date, the Grantee is required to submit Annual Status Reports between February 1 and 5 which cover the preceding calendar year using the template provided by the Grantor. Annual Status Reports must provide updates to each element of the Monitoring and Management Plan (see Section I.6.M); updates regarding site ownership and condition; progress toward achieving outcomes and objectives; communication of challenges, findings, conclusions, and/or lessons learned. If there have been any changes to the Project as compared with any previous Annual Status Reports, the most recent Annual Status Report shall identify, explain and assess the changes and any necessary corrective action. Grantee will include a summary of any activity by Landowner or Grantee to establish carbon credits or other

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emissions offsets with respect to the Property and to provide Grantor with such further information as Grantor may reasonably request regarding such activity. The current Annual Status Report template can be found on the Grantor's website:

<http://deltaconservancy.ca.gov/grant-program/>.

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SECTION II: BUDGET DETAIL AND PAYMENT PROVISIONS

**SECTION II: BUDGET DETAIL AND PAYMENT PROVISIONS (PHASE 1 AND 2)**

**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 **\$20,907,371**. The budget for Phase 1 is \$3,221,199 and the budget for Phase 2, when approved, is \$17,686,172.

The Grantee's indirect rate is 83.3 percent.

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.

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<b>Line Item Budget by Budget Category</b>			
<b>A. Personnel Services</b>	<b>Phase 1</b>	<b>Phase 2</b>	<b>Total</b>
<b>Subtotal A. Personnel Services</b>	<b>\$417,730</b>	<b>\$761,512</b>	<b>\$1,179,242</b>
<b>B. Operating Expenses (General)</b>			
Supplies	\$0	\$0	\$0
Permits & Fees	\$225,000	\$0	\$225,000
Travel	\$1,176	\$8,000	\$9,761
<b>Subtotal B. Operating Expenses (General)</b>	<b>\$226,176</b>	<b>\$8,000</b>	<b>\$234,176</b>
<b>C. Operating Expenses (Contractor(s))</b>			
Contractor(s)	\$2,216,212	\$16,762,758	\$18,978,970
<b>Subtotal C. Operating Expenses (Contractor(s))</b>	<b>\$2,216,212</b>	<b>\$16,762,758</b>	<b>\$18,978,970</b>
<b>D. Operating Expenses (Equipment)</b>			
<i>See General Grant Provisions for definitions of electronic and purchased equipment definitions.</i>			
Equipment	\$232,300	\$0	\$232,300
<b>Subtotal D. Operating Expenses (Equipment)</b>	<b>\$232,300</b>	<b>\$0</b>	<b>\$232,300</b>
<b>E. Acquisition Costs</b>			
Acquisition	N/A	N/A	N/A
<b>Subtotal E. Acquisitions</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>
<b>F. TOTAL DIRECT COSTS</b>			
<b>F. TOTAL DIRECT COSTS (Sum of A-E)</b>	<b>\$3,092,418</b>	<b>\$17,532,270</b>	<b>\$20,624,688</b>
<b>G. INDIRECT COSTS</b>			
Indirect Cost A. Personnel Services	\$ 83,546	\$152,302	\$235,848
Indirect Cost B. Operating Expenses (General)	\$45,235	\$1,600	\$46,835
<b>G. TOTAL INDIRECT COSTS</b>	<b>\$128,781</b>	<b>\$153,902</b>	<b>\$282,683</b>
<b>GRAND TOTAL (Sum of F and G):</b>	<b>\$3,221,199</b>	<b>\$17,686,172</b>	<b>\$20,907,371</b>

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**Cost Share and State Leveraged Funds by Source**

**Phase 1**

<b>Source of Funds - Non-State</b>	<b>Cash</b>	<b>In-Kind</b>	<b>Total</b>
The Metropolitan Water District of Southern California (Grantee)	\$550,000	\$2,500,000	\$3,050,000
<b>Subtotal Cost Share</b>	<b>\$550,000</b>	<b>\$2,500,000</b>	<b>\$3,050,000</b>
<b>Source of Funds - State</b>	<b>Cash</b>	<b>In-Kind</b>	<b>Total</b>
N/A	\$ -	\$ -	\$ -
<b>Subtotal State Leveraged Funds</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Cost Share &amp; State Leveraged Funds</b>	<b>\$550,000</b>	<b>\$2,500,000</b>	<b>\$3,050,000</b>

**Phase 2**

<b>Source of Funds - Non-State</b>	<b>Cash</b>	<b>In-Kind</b>	<b>Total</b>
The Metropolitan Water District of Southern California (Grantee)	\$0	\$540,000	\$540,000
<b>Subtotal Cost Share</b>	<b>\$0</b>	<b>\$700,000</b>	<b>\$700,000</b>
<b>Source of Funds - State</b>	<b>Cash</b>	<b>In-Kind</b>	<b>Total</b>
N/A	\$-	\$-	\$-
<b>Subtotal State Leveraged Funds</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>
<b>Total Cost Share &amp; State Leveraged Funds</b>	<b>\$0</b>	<b>\$540,000</b>	<b>\$540,000</b>

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. 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.



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- 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, 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.

### **C. Invoice Submission Process**

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

<b>Invoice</b>	<b>Period Covered</b>	<b>Date Due</b>
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 G: 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.

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- b. Contractor invoices for any contractor expenses being billed to the grant and documentation that provides proof of Grantee's payment to contractor(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 a copy of the Grantee's inventory record, as specified in Section I.6.R 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 email: [contact@deltaconservancy.ca.gov](mailto: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 (see Section I.6.C).
- 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 funds must be spent between the start of the Funding Term 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.

**D. 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](http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx). No travel outside the State of California by Grantee shall be reimbursed unless there is prior written authorization obtained from the Grantor.

**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 internal organizational protocols and to maintain financial records related to all expenses related to

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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.

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**SECTION III: GENERAL TERMS AND CONDITIONS (PHASE 1 AND 2)**

***[DO NOT MODIFY without pre-approval from admin]***

**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, contractors, 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 contractors, 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

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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 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).

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## 11. NON-DISCRIMINATION CLAUSE

During the performance of this Agreement, Grantee and its contractors 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 contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, title 2 of the Government Code (Gov. Code, §§ 11135-11139.5). 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 contractors 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 *[REMOVE FOR AGREEMENTS WITH STATE AGENCIES]*

The Grantee Certification Clauses is incorporated in this Agreement (See EXHIBIT H: 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.

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## 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:

**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.

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- 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)).



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**22. COMPUTER SOFTWARE**

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

**23. COPYRIGHT *[REMOVE FOR AGREEMENTS WITH STATE AGENCIES]***

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 *[REMOVE FOR AGREEMENTS WITH STATE AGENCIES]***

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 contractor, 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 contractor 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 contractors 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 contractor.

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 contractor is substantially unsatisfactory and is not in substantial accordance with the Agreement terms and conditions, or that the contractor is substantially delaying or disrupting the process of work, the Grantor may request substitution of the contractor.

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

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## 26. LABOR CODE COMPLIANCE

Grants awarded through the 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](http://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 *[REMOVE FOR AGREEMENTS WITH STATE AGENCIES]*

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 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.

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**EXHIBIT A**  
**GENERAL GRANT GUIDELINES**



SACRAMENTO - SAN JOAQUIN

**DELTA CONSERVANCY**

*A California State Agency*

**GENERAL GRANT GUIDELINES**  
**NOVEMBER 16, 2022**

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## **A. Introduction**

### **A1. Background**

The Sacramento-San Joaquin Delta Conservancy (Conservancy) is a primary state agency in the implementation of ecosystem restoration in the Delta and supports efforts that advance environmental protection and the economic well-being of Delta residents. The Conservancy works collaboratively and in coordination with local communities, leading efforts to protect, enhance, and restore the Delta's economy, agriculture and working landscapes, and environment, for the benefit of the Delta region, its local communities, and the citizens of California.

### **A2. Purpose of Grant Guidelines**

These General Grant Guidelines (General Guidelines) establish the process and criteria that the Conservancy uses to administer grants for which individual grant-specific guidelines have not been adopted. Each grant provided by the Conservancy will specify the governing grant guidelines. More information can be found at: <http://deltaconservancy.ca.gov/grant-program/>.

### **A3. Contact Information**

More information is available on the Conservancy's website at [www.deltaconservancy.ca.gov](http://www.deltaconservancy.ca.gov). For questions or assistance, please contact the Delta Conservancy at (916) 375-2084 or [contact@deltaconservancy.ca.gov](mailto:contact@deltaconservancy.ca.gov).

## **B. What the Conservancy Will Consider Funding**

The Delta Conservancy supports efforts that advance environmental protection and the economic well-being of Delta residents, in accordance with statewide priorities. The Conservancy will not fund activities associated with regulatory compliance responsibilities. The Conservancy may limit any funding opportunity to one or more of the following activities that further the Conservancy's mission.

1. Protect and enhance habitat and habitat restoration.
2. Protect and preserve Delta agriculture and working landscapes.
3. Provide increased opportunities for tourism and recreation in the Delta.
4. Promote Delta legacy communities and economic vitality in the Delta, in coordination with the Delta Protection Commission.
5. Mitigate the impacts of climate change and increase climate change resilience.
6. Increase the resilience of the Delta to the effects of natural disasters such as floods and earthquakes, in coordination with the Delta Protection Commission.
7. Protect and improve water quality.

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8. Assist the Delta regional economy through the operation of the conservancy's program.
9. Identify priority projects and initiatives for which funding is needed.
10. Protect, conserve, and restore the region's physical, agricultural, cultural, historical, and living resources.
11. Assist local entities in the implementation of their habitat conservation plans and natural community conservation plans.
12. Promote environmental education.

## **B1. Activity Types**

The Conservancy may grant funds for the following types of activities.

### **Planning**

Planning includes activities that prepare for and enable implementation activities. Receipt of a grant for planning activities does not guarantee that a grant will be provided for implementation activities.

Examples of planning activities include, but are not limited to:

- **Project scoping:** Partnership development, outreach to impacted parties, stakeholder coordination, negotiation of site access and land tenure
  - **Planning and design:** Engineering design, planting plans, identifying appropriate best management practices
  - **Environmental compliance:** Permitting, California Environmental Quality Act (CEQA) activities, Delta Plan consistency
  - **Science:** Developing adaptive management and monitoring plans, baseline monitoring, biological surveys, and studies that will aid and inform the implementation activities
- Pilot Projects**

Pilot projects must be directly related to and inform eligible implementation activities. Pilot projects that are large in scale or duration may be considered implementation activities. The Conservancy recommends that applicants proposing a pilot project consult with Conservancy to determine the most applicable activity type.

### **Implementation**

Implementation includes activities such as construction or improvement of a capital asset. Planning for implementation must be complete or near completion. Implementation activities that include a construction component must, at a minimum, have design plans completed to at least 65 percent level of development. Implementation activities that do not have a construction component must have

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completed plans at a level that the Conservancy determines to be appropriate to the activities to be implemented. Implementation activities may include final design and permitting activities. The Conservancy may require that the outputs of implementation specific to capital assets be maintained for a minimum number of years after conclusion of the Grant Funding Term.

CEQA and National Environmental Policy Act (NEPA) compliance must be completed prior to grant award. CEQA and NEPA-related activities are not eligible for implementation funding.

### **Land Acquisition or Easement**

Land acquisition is purchase of real property. An easement is a real estate ownership right (and encumbrance on the title) granted to an individual or entity to make a limited, but typically indefinite, use of the land of another. Activities that the Conservancy may choose to fund include, but are not limited to purchase, appraisals (including water rights appraisals), negotiation, due diligence, surveys, escrow fees, title insurance, and closing costs.

### **Research, Analysis, or Support**

Research, analysis, and technical support activities provide information, data, and technical or capacity assistance that contributes to the Conservancy's mission, contributes to problem solving, advances best available science, and enables advancement of high priority initiatives. Research, Analysis, and technical assistance activities may or may not relate to specific grant-related planning or implementation activities.

## **B2. Grant Terms**

**Grant Funding Term:** The period from the Effective Start Date through the Funding End Date listed on the grant agreement during which grantees may incur grant-related expenses. The Funding Term is typically three years.

**Grant Term:** The period, which may extend beyond the end of the Grant Funding Term, during which the outcomes of implementation activities must be maintained. Acquisitions and easements must comply with the Grant Term outlined in the applicable grant agreement.

For implementation, or land acquisition and easement activities, grantees must submit a final report and invoice at the end of the Grant Funding Term but will be held to the terms of the grant agreement until the end of the Grant Term.

**Effective Start Date:** The date that the grant agreement has been fully executed which entails being signed by both parties and completion of all noticing and filing required

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of the Conservancy. The Conservancy will provide grantees written confirmation of the Effective Start Date of their grant.

### **C. Eligibility Requirements**

#### **C1. Eligible Geography**

The Conservancy may fund activities within or benefitting the Delta and Suisun Marsh as defined in Public Resources Code section 85058 (a map can be found at this link: <https://www.deltacouncil.ca.gov/pdf/delta-plan/figure-1-1-delta-boundaries.pdf>).

The Conservancy may fund an action outside the Delta and Suisun Marsh if the Board makes all the findings described in the Sacramento-San Joaquin Delta Reform Act of 2009 (CWC, div. 35, §§ 85000 – 85350). Applicants applying for funds for activities outside of the Delta and Suisun Marsh must address the following:

- How the activities implement the ecosystem goals of the Delta Plan.
- How the activities are consistent with the requirements of any applicable state and federal permits.
- How the activities will provide significant benefits to the Delta.

#### **C2. Eligible Grant Recipients:**

Grants may be awarded to:

- State agencies
- Local public agencies
- Nonprofit organizations

#### **C3. Ineligible Activities and Expenses**

Activities that are not eligible for grant funding include but may not be limited to:

- Design, construction, operation, mitigation, or maintenance of water conveyance facilities.
- Activities dictated by a legal settlement or mandated to address a violation of, or an order (citation) to comply with, a law or regulation.
- Activities that subsidize or decrease the pre-existing mitigation obligations of any party.
- Monetary donations.
- Food or refreshments.
- Fees or expensed related to tours.
- Activities related to eminent domain processes.
- Subsidization or decrease the mitigation obligations of any party.

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- Any other activities or expenses that the Conservancy deems inappropriate use of grant funding.

#### **C4. Eligible Expenses**

To be eligible for grant funding, activities must be conducted, and expenses must be incurred during the Grant Funding Term. Other than land acquisition costs, grant funding will be paid in arrears on a reimbursement basis. All expenses require supporting documentation and are subject to audit. Funding for all grant related activities will be dispersed quarterly in arrears for all costs save for the cost of land acquisition, for which funds will be transferred into escrow once all requirements of the Land Acquisition Checklist have been met. Some grant funds may allow for advanced payment of funds rather than reimbursement and payments on a monthly rather than quarterly basis. If reimbursement and quarterly payments are cost prohibitive for your organization, work with Conservancy staff to determine if advanced payments are allowable in your case.

##### *Direct Costs*

Direct costs are for work specified in the scope of work, terms, and conditions of the grant agreement, and that are distinctly related to tasks and expenditures to implement activities as described in the grant agreement. The Conservancy will fund direct costs related to personnel services, operating expenses (general), operating expenses (subcontractor), operating expenses (equipment), land acquisition, and land easement costs.

##### *Indirect Costs*

Indirect costs do not have a specific direct relationship to the project but are required for completion of the grant activities. The Conservancy may elect to include or exclude indirect costs as an eligible expense for a specific funding opportunity.

#### **D. Grant Proposal and Determination Process**

Funding opportunities, along with instructions and any application forms and templates specific to each opportunity, will be available through the Conservancy's website.

Grants may be competitive or non-competitive in nature. The Conservancy may define a timeframe in which it accepts proposals or accept proposals on a continuous basis. If a timeframe for proposals is specified, only proposals submitted by the submission deadline will be considered.



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The Conservancy will post notice of any public workshop opportunities on its website. For competitive grants, the Conservancy will post responses to questions of universal relevance on its website. The Conservancy Board has final decision-making authority regarding grants and grant funding.

The Conservancy may use a two-step process that consists of a concept proposal and a full proposal or a one-step process that requires only a full proposal. If concept proposals are required, full proposals will only be accepted if a concept proposal was submitted.

### **D1. Concept Proposal**

**Step 1: Concept Proposal Submittal:** The applicant submits a concise proposal that describes at a high level the proposed activities and budget that will form the basis for a full proposal. Applicants may, and are encouraged to, consult with the Conservancy during the drafting of their concept proposal.

**Step 2: Concept Proposal Review:** Conservancy staff will review concept proposals and provide feedback to all applicants to aid them in assembling a complete, clear, and responsive full proposal. Concept proposals will not be scored. All applicants will be provided with written feedback regarding their concept proposals, as well as an opportunity to meet with Conservancy staff to discuss feedback. Feedback is provided on aspects such as:

- Description of Activities
- Project Team
- Budget
- Cost Share and/or Cost Leveraging
- Alignment with State Priorities
- Long Term Benefit
- Readiness
- Local Support
- Scientific Merit

### **D2. Full Proposal**

**Step 1:** The applicant submits a proposal that comprehensively describes the proposed activities, budget, and applicant and others that will conduct activities through the grant. The full proposal provides the information upon which Conservancy staff and external reviewers, if applicable, base their scoring and/or recommendations for Board consideration. Each application must include the required attachments, in the specified file type (Word or Excel), and use the templates that the Conservancy provides. For

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more information on components of a full proposal, see Proposal Requirements section below.

**Step 2: Administrative Review:** After the submission deadline, the Conservancy will conduct an administrative review of all full proposals to check for eligibility, consistency with grant requirements, and completeness. Proposals that fail to meet the administrative review requirements may not receive further consideration.

**Step 3: Site Visits:** Conservancy staff will conduct site visits for all implementation, pilot, and land acquisition or easement grants. At its discretion, the Conservancy may conduct site visits for planning, or research, analysis, and support grants. Applicants may be required to accompany Conservancy staff on site visits. Adjustments will be made in consideration of public health as needed.

**Step 4: Full Proposal Evaluation:** Full proposals will be evaluated and may be numerically scored by Conservancy staff. As needed to ensure review and evaluation appropriate to the proposed activities, the Conservancy may utilize independent reviewers from state, federal, or local agencies, academia, non-profit organizations, or other entities or individuals with technical or subject matter expertise.

Proposals that do not provide enough information to allow reviewers to adequately evaluate them may not be considered.

Full proposals will be evaluated using criteria, which may or may not include numerical scoring, specific to the funding opportunity; evaluation criteria will be specified for each funding opportunity. The Conservancy may specify a minimum score that must be obtained in order for staff to consider recommending the Board fund the proposal. Achieving the minimum score does not guarantee that the proposal will be recommended for funding, that a grant award will be made, or that an applicant will receive the requested funding. The Conservancy may specify key evaluation criteria, each of which must be deemed adequate by reviewers, regardless of the adequacy of other components of the proposal, to be considered for funding.

### **D3. Board Consideration**

All final determinations regarding grant funding will be made the by the Conservancy Board at a public meeting. The Delta Conservancy Executive Officer, with coordination of the Conservancy Board Chair and/or Vice Chair, may award grant funding for projects less than or equal to \$50,000 in time-sensitive situations. Staff recommendations regarding grant funding, and final scores, if applicable, will be posted on the Conservancy's website and shared with all applicants at least nine days in advance of the Board's consideration of grant funding. All applicants and members of the public will have the opportunity to appear before the Board at the public meeting. Any applicant whose proposal was not recommended for funding may

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contest the recommendations by notifying Conservancy staff in writing by 5:00 p.m. at least five business days prior to the Board meeting at which funding recommendations will be considered. The notification must describe the specific aspects of the staff recommendation that the applicant wishes to contest and provide information relevant to the grant proposal that they wish the Board to consider.

If proposals for a funding opportunity exceed the funds available, the Conservancy may choose to award partial funding to one or more proposals. The Board may also choose to designate for award proposals that were initially denied funding, should additional funding become available. If a proposal does not demonstrate strong local support or a lack of significant conflict from local interests, the Conservancy reserves the right to not fund activities or to require that the conflict is satisfactorily resolved before awarding funding. The Board may, within its discretion, approve a conditional award of funds.

#### **D4. Grant Agreement**

If funding for a grant proposal is approved, Conservancy staff will coordinate with the applicant to complete a grant agreement that specifies the scope of work, reporting requirements, specific performance measures, invoicing protocols, funding disbursement, and other terms and conditions of the grant.

#### **E. Proposal Requirements**

Required components of all full proposals includes, but are not limited to:

- Financial Management System Questionnaire and Cost Allocation Plan
- Schedule and List of Deliverables
- Line Item Budget by Task
- Justification of Expenses and How Determined to be Fair and Reasonable
- Funding by Source
- Diversity, Equity, and Inclusion Plan

The following attachments are required if relevant to the proposed activities:

- California Conservation Corps Consultation
- Acquisition Table
- Performance Measures Table

The following supplementary materials are required if relevant to the proposed activities:

- Authorization or Resolution to Apply
- Organizational documents

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- Acquisition information (see **E12. LAND** Acquisition in this document for more information)
- Maps and site plans
- Letter from landowner/water rights holder (if not the applicant)
- Final CEQA documents
- Covered action checklist
- Letters of support and cost share commitment letters
- Resolutions of support from applicable local government agencies

### **E1. Conflict of Interest**

Applicants are subject to state and federal conflict of interest laws. If an applicant has formerly worked for the Conservancy, presently works with the State of California, or has an existing or previous contract with the Conservancy and is contemplating applying for a grant, the applicant should consult with Conservancy staff to determine eligibility. Applicable statutes include, but are not limited to, Public Contract Code sections 10365.5, 10410, and 10411.

All proposals must identify current and prior relationships of all individuals or entities that will directly or indirectly receive grant funding or be responsible for substantive decision-making responsibility.

### **E2. Privacy Rights**

Once an applicant has submitted a proposal to the Conservancy, any privacy rights, as well as other confidentiality protections afforded by law with respect to the application package, are waived. All proposals are public records under the California Government Code sections 62506276.48 and will be provided to the public upon request.

### **E3. California Conservation Corps**

Funding opportunities may require applicants to consult with the California Conservation Corps and the California Association of Local Conservation Corps (Corps) to determine the feasibility of using their services to implement activities unless noted exceptions apply. Planning activities and acquisition activities are generally exempt. If an applicant submits a proposal to the Conservancy for activities for which it has been determined that Corps services can be used, the applicant must identify in the proposal the appropriate Corps and the component(s) of the activities in which they will be involved, and include estimated costs for those services, and enter into a contract with the Corps if awarded a grant. Even if not required, applicants are encouraged to consult with the Corps to explore opportunities for collaboration.

### **E4. Environmental Compliance**

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Grant-funded activities must comply with applicable state and federal laws and regulations, including the California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), the Delta Plan, and other environmental permitting requirements. Conservancy staff may be able to assist with the compliance process; however, the applicant is solely responsible for compliance. Applicants should be prepared to submit any permits, surveys, or reports that support the status of their environmental compliance.

For projects subject to CEQA, the Conservancy will not serve as a responsible agency unless there is no other public agency responsible for carrying out or approving the project for which the applicant seeks funding, in which case the Conservancy may serve as the lead agency. If the Conservancy is proposed to act as the lead agency for the project, the applicant must coordinate with the Conservancy, beginning at the concept proposal stage if concept proposals are applicable to the funding opportunity.

For proposed activities that include an action that is likely to be deemed a covered action pursuant to the California Water Code section 85057.5, the applicant is responsible for ensuring consistency with the Delta Plan. The Conservancy encourages all applicants to communicate with the Delta Stewardship Council to understand if their activities will need to certify their consistency with the Delta Plan. For all implementation activities, a covered action checklist must be submitted with the full proposal. For those activities that will need to certify consistency, the proposal shall include a description of how consistency will be achieved and may include in its budget the funding necessary to complete related tasks, including the development of an Adaptive Management Plan. The activities must be certified as consistent with the Delta Plan before funds are disbursed for construction or the physical implementation of the activities. If the Conservancy is proposed to act as the covered action lead agency for the proposed activities, the applicant must coordinate with the Conservancy, beginning at the concept proposal stage if concept proposals are applicable to the funding opportunity.

### **E5. Water Rights**

Funded activities that address stream flows and water use shall comply with the Water Code as well as any applicable state or federal laws or regulations. Any activities that would require a change to water rights, including, but not limited to, bypass flows, point of diversion, location of use, purpose of use, or off-stream storage shall demonstrate in their grant proposal an understanding of the State Water Resources Control Board (SWRCB) processes, timelines, and costs necessary for approvals by SWRCB and the ability to meet those timelines within the grant funding term. In addition, any activities that involve modification of water rights for an adjudicated stream shall identify the required legal process for the change as well as

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associated legal costs. Proposals to acquire a permanent dedication of water must be in accordance with section 1707 of the Water Code. Specifically, the SWRCB must specify that the water proposed for acquisition is in addition to the water that is needed to meet regulatory requirements (CWC, § 79709(a)). Applicants may apply for funding from the Conservancy to complete the section 1707 petition process, but the SWRCB must approve the petition prior to the dispersal of funds for any other activities. Prior to its completion, any water right acquisition must be supported by a water rights appraisal approved by the Department of General Services, Real Property Services Section.

It is the responsibility of the applicant to comply with SWRCB regulations regarding the diversion and use of water, including ensuring that the applicant has adequate water rights to complete the activities and that the activities will not reduce or otherwise affect the rights of other water rights holders (CWC, § 79711(d)). For implementation activities and pilot projects that require water application (e.g., restoration, working lands enhancements, etc.), applicants must submit a statement number or application number for the water right they propose to use, as well as a short narrative demonstrating that the activities' water use has been considered, is reasonable, and that there is sufficient water to implement and maintain the activities without causing adverse impacts to downstream users or surrounding landowners. Conservancy staff will consult with the office of the Delta Watermaster regarding activities that propose to use water. The Delta Watermaster will review the water rights affiliated with the proposed activities and will provide an informal opinion as to whether these water rights appear to be subject to challenge. When considering if a proposal should be recommended for funding, Conservancy staff will consider the Watermaster's input and any issues identified during review.

If applicable, applicants must provide a letter of support from the entity providing water for implementation activities. The letter must verify that the water rights holder has the right to deliver water to the property on which the proposed activities will be implemented, and that the water rights holder recognizes its obligation to provide water to that property for the purposes of implementing the proposed activities. The Conservancy may at any time request that an applicant or grantee provide additional proof that it has a legal right to divert water and sufficient documentation regarding actual water availability and use.

#### **E6. Best Available Science**

All proposals with a scientific component will be evaluated on the scientific basis of the proposed activities. Applicants must provide a description of the scientific foundation of their activities, including scientific literature, studies, or expert opinion that they have consulted. Applicants must use the best available science when

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planning and implementing their proposed activities. A more complete review of best available science can be found in [Appendix 1A of the Delta Plan](#).

Applicants proposing ecosystem restoration and enhancement activities are encouraged to take into account the landscape considerations and guidelines discussed in *A Delta Renewed: A Guide to Science-Based Ecological Restoration in the Sacramento-San Joaquin Delta* (A Delta Renewed, SFEI-ASC, 2016) when determining appropriate habitat restoration or enhancement actions. All applicants are encouraged to consult relevant climate change related resources, which include, but are not limited to: [California Natural Resources Agency's Safeguarding California Plan: 2018 Update](#) (particularly the Biodiversity and Habitat Section), [Cal-Adapt](#)

(includes climate tools, data, and resources), the [California Climate Commons](#), Point Blue

Conservation Science's [Climate-Smart Restoration Toolkit](#), *Adapting to Rising Tides (Bay Area)*,

[Eastern Contra Costa County](#), and [Contra Costa County](#)), [Delta Adapts](#), and the Ocean Protection Council's [2017 Rising Seas in California: An Update on Sea-Level Rise Science](#).

## **E7. Adaptive Management**

Adaptive management is a framework and flexible decision-making process that advances scientific understanding and increases the likelihood for activities to achieve desired goals, objectives, outcomes, and outputs in the face of uncertainties such as climate change or ecological response to management decisions. Long-term management is related to adaptive management, and the two terms are frequently conflated. Adaptive management describes the scientific process in which an entire project is embedded, whereas long-term management deals with the ongoing stewardship and maintenance. The process for collecting and analyzing science-based information – a critical component of adaptive management – should be a factor in long-term management planning and decisions. The Conservancy will require all applicants, as relevant, to develop and utilize science-based adaptive management that is consistent with the [Delta Plan's Nine-Step Adaptive Management Framework](#). Resources and support can be found through the [Interagency Adaptive Management Coordination](#) webpage.

Depending on the status and type of proposed activities, adaptive management expectations will vary. Planning, research, analysis, or support activities may not have all nine steps fully developed but are expected to describe how they will be considered and incorporated as the activities progress. Conservation easement proposals must describe the application of an adaptive management framework but

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may not have much leeway to alter easement terms. Activities that employ well-established best management practices do not carry the same burden of proof as those attempting new, untested approaches. Since the adaptive management approach should be integrated throughout activities, its description will be incorporated into many sections of the proposal. Where relevant, applicants will be asked to summarize their approach to adaptive management in the Scientific Merit section of the full proposal.

### **E8. Performance Measures**

Performance measures are used to track progress toward project goals and objectives. They provide a means of reliably measuring and reporting the implementation and effectiveness of a project and how it contributes value to the Delta, Suisun Marsh, and the state. Performance measures will be developed to reflect the unique benefits of individual projects. Conservancy staff may help in development of performance measures. All implementation, land acquisition, land easement, and pilot project proposals must include a performance monitoring and assessment framework that identifies the performance measures that will be used to demonstrate public benefits for the required length of time years following the end of the Grant Funding Term, how they will be monitored and assessed, and how monitoring data will be reported.

### **E9. Monitoring and Assessment Framework**

In addition to identifying performance measures and long-term management, some funding opportunities may require applicants to describe their approach to monitoring and assessing performance. Applicants should incorporate standardized monitoring approaches, where applicable, into their monitoring and assessment frameworks and evaluate opportunities to coordinate with existing monitoring efforts or produce information that can readily be integrated into such efforts. If an applicant determines that the use of standardized approaches is not appropriate, the proposal must provide a clear justification and a description of the proposed approach. Examples of standardized methods and related data portals for environmental activities include:

- **Wetland and riparian restoration:** [Wetland and Riparian Area Monitoring Program](#) (WRAMP) framework for data collection, [EcoAtlas](#) for data reporting
- **Water quality, toxicity, and bioassessment data:** [Surface Water Ambient Monitoring Program](#) (SWAMP) for standardized methods and data collection, [California Environmental Data Exchange Network](#) (CEDEN) for data reporting



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- **Coastal salmonids:** [California Coastal Monitoring Program](#) for both methods and reporting

Grantees must add projects into [EcoAtlas Project Tracker](#) as relevant and provide periodic updates.

Environmental data and information collected through Conservancy grants must be made visible, accessible, and independently understandable to general users in a timely manner, except where limited by law, regulation, policy, or security requirements. All data collected and created is a required deliverable.

### **E10. Long-Term Management**

The Conservancy may require applicants to describe future management activities, explaining how the activities, once implemented, will be stewarded for a specified timeframe for capital assets. Properties restored, enhanced, or protected, and facilities constructed or enhanced with funds provided by the Conservancy shall be operated, used, and maintained consistent with the purposes of the grant.

### **E11. Land Tenure**

For activities conducted on land that is not owned by the grantee, the grantee may be required to demonstrate that they have adequate site control prior to the disbursement of grant funds. At the time of application, proposals for activities that require site access may be required to describe the status of site control and provide a letter of support from the landowner(s) of the activities site(s) if the applicant is not the landowner. Once funds are awarded, grantees may be required to submit documentation showing that they have adequate site control to implement the proposed activities. For implementation activities, grantees may be required to submit documentation proving that they have adequate control to improve or restore the site, and to maintain the outputs of the activities for the required timeframe. Grantees may assign the responsibility to implement, monitor, and maintain activities and their outputs, but will still be accountable for any assigned tasks. If the grantee owns the land on which the activities are being conducted, the grantee may be required to record the grant agreement against the deed of the property. At the discretion of the Conservancy, a Notice of Unrecorded Grant Agreement may be substituted for recording the grant agreement against the deed of the property. If the grantee does not own the land on which the activities will be implemented, a landowner access agreement may be required as a condition of the grant agreement and may be required to be executed and recorded before funds are disbursed. Landowner access agreements must be signed by the grantee and the landowner(s) and must include a legal description of the land on which the activities are being conducted; the Conservancy will approve as to form. A landowner access agreement template can be found on the Conservancy's [Grant Program web page](#). Grantees that must submit

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a landowner access agreement, who opt not to use the template, must submit an alternate agreement that conforms to the terms of the template. Costs associated with the development of land tenure agreements may be included in the grant budget but cannot be reimbursed until the landowner access agreement is approved as to form by the Conservancy. The Conservancy may also require recording of a landowner access agreements before disbursing grant funds. For lands being acquired with Conservancy grant funds, the Land Acquisitions section, below, describes land tenure requirements.

### **E12. Land Acquisition**

The Conservancy may award grant funds for land acquisition. Land acquisitions must adhere to the following requirements.

- Property must be acquired from a willing seller and in compliance with current laws governing acquisition of real property by public agencies in an amount not to exceed fair market value, as approved by the state.
- If a signed purchase and sale or option agreement is unavailable to be submitted with the application, a Willing Seller Letter is required from each landowner indicating they are a willing participant in the proposed real estate transaction. The letter should clearly identify the parcels to be purchased and state that “if grant funds are awarded, the seller is willing to enter into negotiations for sale of the property at a purchase price not to exceed fair market value.”
- Once a proposal is submitted, another property cannot be substituted for the property specified in the application. Therefore, it is imperative that the applicant demonstrate that the seller is negotiating in good faith, and that discussions have proceeded to a point of confidence.
- The Department of General Services (DGS) must review and approve all appraisals of real property. Appraisals must comply with section 5096.510 of the Public Resources Code. The Conservancy will not directly pay the Department of General Services to review and approve the required appraisal; the grantee must pay DGS directly for this expense and seek reimbursement from the Conservancy.

Land acquisitions are also subject to a specific set of additional requirements that must be met prior to and immediately after closing escrow. The Conservancy will provide a Land Acquisition Checklist to assist applicants and grantees. Note that the Conservancy will do an assessment of mineral rights based on information provided by the applicant. Based on its assessment, the Conservancy will determine whether the risk posed by exercising existing mineral rights and the related consequences for intended conservation purposes is acceptable to the Conservancy. If the

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Conservancy determines that the risk is not acceptable and the risk cannot be reduced to an acceptable level within a reasonable amount of time, then the Conservancy may rescind the grant award.

In addition to the purchase of real property, applicants may seek reimbursement for costs associated with personnel time, appraisal and appraisal review, due diligence costs, closing costs, and other costs related to the acquisition of real property. In total, other costs related to the acquisition of real property may not exceed 10 percent of the land acquisition cost that is being requested from the Conservancy. The cost of land acquisition may not be factored into the indirect cost calculation. Funding for all grant related activities will be dispersed quarterly in arrears for all costs save for the cost of land acquisition, for which funds will be transferred into escrow once all requirements of the Land Acquisition Checklist have been met. Some grant funds may allow for advanced payment of funds rather than reimbursement and payments on a monthly rather than quarterly basis. If reimbursement and quarterly payments are cost prohibitive for your organization, work with Conservancy staff to determine if advanced payments are allowable in your case.

Land acquisitions must address all requirements pertinent to implementation activities, including the development of scientific outputs and outcomes and a performance monitoring and assessment framework. The following additional information is required at the time of application:

- A table including parcel numbers, acreage, willing seller name and address, breakdown of how the funds will be budgeted, and an acquisition schedule (a template is available on the Conservancy's web page)
- Copy of the Purchase and Sale or Option Agreement, or Willing Seller Letter(s)
- Appraisal or justification of estimated Fair Market Value
- Map showing lands that will be acquired, including parcel lines and numbers

Proposals for acquisition of real property must also address:

- The intended use of the property
- The manner in which the land will be managed
- How the cost of ongoing operations, maintenance, and management will be provided, including an analysis of the maintaining entity's financial capacity to support those ongoing costs
- How payments will be provided in lieu of taxes, assessments, or charges otherwise due to local government, if applicable

### **E13. Budget**

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Using the Budget Tables provided with the full proposal application materials, applicants must identify all expenses for which Conservancy funds are being requested. **All budget numbers must be demonstrated to be fair and reasonable, consistent across budget tables, and fully explained and justified. Related-party contracts are prohibited.** All expenses must be eligible and be organized by to the following cost categories.

- **Personnel Services:** Personnel rates may only include salary and wages, fringe benefits, and payroll taxes. Compensation for personnel services includes all compensation paid by the organization for services of employees during the Grant Funding Term. The expenditures are allowable to the extent that the total compensation for individual employees is supported and reasonable for the services rendered. Fringe benefit expenses may include holidays, vacation, sick leave, actual employer contributions or expenses for social security, employee insurance, workmen's compensation insurance, and pension plan costs. Grantees must provide timesheets with 100 percent time accounting to the Conservancy to support invoices.
- **Operating Expenses (General):** General Operating Expenses include all materials and supplies, such as field supplies, office supplies, permits and fees, travel expenses, and other general expenses required to directly implement grant activities. All costs should be allocated according to the most equitable basis practical. During invoicing, all expenses must be supported by receipts or other documentation payment has been made (not just incurred).
- **Operating Expenses (Subcontractor):** Subcontractor expenses, including equipment rentals, are allowable if work to be completed or services to be provided are directly linked to the proposed activities and are consistent with the tasks and schedule provided in the proposal. Note that subcontractor expenses may not be factored into the indirect cost calculation. Grantees must provide copies of all contracts to the Conservancy.
- **Operating Expenses (Equipment):** Equipment includes nonexpendable, tangible personal property having a useful life of more than one year and a 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 Conservancy will only reimburse for a cost proportionate to the usage of the equipment for the activities being funded by the Conservancy. Equipment purchases are allowable, if specified as a requirement for the completion of the activities. However, justification for the purchase of equipment must be provided at the time of application. The Grantee is required to maintain accountability for all property purchased and to keep, and make available to the Grantor, adequate

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and appropriate records of all equipment purchased with grant funds. Grantees must keep an inventory record including the date acquired, total cost, serial number, model identification, and any other information or description necessary to identify said equipment for the duration of the Grant Funding Term. Note that equipment expenses may not be factored into the indirect cost calculation.

- **Acquisition Cost:** The acquisition cost includes only the purchase of real property or conservation easement. In total, appraisal and appraisal review, personnel time, due diligence costs, closing costs, and other costs related to the acquisition of real property or conservation easement may not exceed 10 percent of the acquisition cost that is being requested from the Conservancy. Note that the acquisition cost may not be factored into the indirect cost calculation.
- **Indirect Costs:** Indirect costs that do not have a specific direct relationship to the grant activities but are a requirement for the completion of the activities may be eligible for reimbursement. If allowed, indirect costs may only be applied as a percentage of personnel services and will be limited to the percentage set by the Conservancy, not to exceed twenty percent of personnel services. Indirect costs over twenty percent that are paid by the grantee may qualify as cost share for the grant. Indirect costs must be reasonable, allocable, applicable, and must provide benefit to the grant funded activities. Indirect costs may include expenses such as administrative support (e.g., personnel time for accounting, executive, information technology, or other staff who support the implementation of the proposed activities but are not directly billing their time to the grant) and office-related expenses (e.g., insurance, rent, utilities, printing/copying equipment, computer equipment, and janitorial expenses), and other similar expenses that are not direct expenses and are not included in the hourly rate for personnel services that are a direct expense for the grant. Indirect rates are strictly enforced for all applicants. Applicants must provide their indirect cost rate, explain the methodology for calculating it, and describe the cost pool used to calculate the indirect cost rate. Indirect costs are subject to audit and must be documented by the grantee.

Budget Tables should include costs for the tasks described in the full proposal and must demonstrate how grant management and reporting costs will be funded, either by the Conservancy grant funds or by cost share or state-leveraged funds. Applicants should review other Conservancy requirements that may be eligible for Conservancy grant funding (e.g., Delta Plan consistency, developing a landowner access agreement, etc.) and include these in their budgets where applicable.

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Applicants must also identify cost share contributions if receiving funding for the activities from a source other than the Conservancy.

#### **E14. Cost Share and State-Leveraged Funds**

Cost share is the portion of the cost for proposed grant activities borne by private, local, and/or federal funding partners (other state funds may not count toward the cost share). Cost sharing encourages collaboration and cooperation, and the Conservancy may require cost share for grant funding opportunities. Even if cost match is not required for a particular funding opportunity, applicants are encouraged to cost share to support their proposed activities. Cost share percent is calculated by dividing the total cost share from federal, local, or private sources by the total dollar amount requested from the Conservancy.

In-kind contribution is defined as all non-cash contributions to the grant activities from private, local, and/or federal funding partners, that have an assigned value; this may include volunteer time, supplies, and equipment. The Conservancy may require that in-kind contributions be matched with cash cost share at a one-to-one ratio (for example, if a grant has \$25,000 of cash cost share, the maximum qualifying in-kind contribution is \$25,000).

The Conservancy will also consider, and may provide points if scored, for the leveraging of state funds. Leveraged funds do not count toward cost share. Applicants stating that they are leveraging other state funds must include commitment letters from leverage partners when submitting the full proposal, and funds must be spent during the Grant Funding Term. The Conservancy may require that in-kind contributions from state leveraged sources be matched with cash cost share at a one-to-one ratio.

Only commitments made explicitly for the proposed activities may count as cost share, in-kind contribution, or leveraged funds. Applicants stating that they have a cost share, in-kind, or leveraged funds must include commitment letters from partners at the time the full proposal is submitted; the letters must specifically confirm the dollar amount and/or in-kind cash value committed. The Conservancy may require that Cost share, in-kind contributions, and leveraged funds be spent during the Grant Funding Term.

#### **E15. Financial Management Systems Questionnaire and Cost Allocation Plan**

A Financial Management Systems Questionnaire and Cost Allocation Plan form is required from all applicants at the time of full proposal (a template will be available through the Conservancy's website). The information provided will be used to assess the applicant's financial capacity for managing the proposed grant.

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The Cost Allocation Plan should be tailored to fit the specific policies of the applicant. The plan requires information about how the applicant allocates costs to ensure an equitable distribution of costs to programs. Recipients must have a system in place to equitably charge costs.

### **E16. Demonstration of Local Support**

Applicants are expected to demonstrate local support by describing in their proposals both public and institutional support for the activities, including how the community and stakeholders are engaged in the activities. Letters of support may also be included. It is the applicant's responsibility to contact, seek support from, and coordinate with applicable state agencies, cities, counties, local districts, other public and private stakeholders, and surrounding landowners. If an applicant has a specific resolution of support from the affected city, county, or local district, it should be included with the full proposal to facilitate the overall assessment process. A resolution of support from the Board of Supervisors from the county in which the activities are proposed to be conducted may be required as part of the full proposal.

### **E17. Local Notifications**

The Conservancy will notify local government agencies – such as counties, cities, and local districts – and tribal organizations about eligible grant activities in their area being considered for funding. The Conservancy will also notify the applicable public water agency, levee, flood control, or drainage agency (when appropriate). The individual Conservancy Board members representing each of the five Delta counties will also be notified and may wish to communicate with the affected entities. For land acquisitions, the Conservancy will coordinate and consult with the Delta Protection Commission and the city or county in which a grant is proposed to be implemented or an interest in real property is proposed to be acquired. The Conservancy will work with the grantee to make all reasonable efforts to address concerns raised by local government entities.

### **E18. Consultation and Cooperation with State and Local Agencies**

It is the responsibility of grantees to coordinate and cooperate with the appropriate state and local agencies with interests in the Sacramento-San Joaquin Delta. State Departments may include but are not limited to the Central Valley Flood Protection Board, the Delta Stewardship

Council, the California Natural Resources Agency's EcoRestore program, the California Department of Fish and Wildlife, and the Delta Protection Commission (grantees are encouraged to utilize their Good Neighbor Checklist as relevant). It also may include applicable Native American tribal governments.

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If activities are proposed to be funded by multiple agencies or entities, the Conservancy strongly encourages applicants to contact the applicable agencies or departments prior to applying for funding to discuss options for funding activities. It is the responsibility of the applicant to ensure that proposals submitted to each potential funder describe the specific work that will be funded by all applicable entities. The proposed scope of each proposal must be distinct and without overlap. Applicants must describe the overall project and how the proposals relate.

### **E19. Disadvantaged and Severely Disadvantaged Communities**

Many communities in the Legal Delta and Suisun Marsh are considered disadvantaged communities (DAC) or severely disadvantaged communities (SDAC). A DAC is a community with a median household income less than 80 percent of the statewide average (based on the U.S. Census). Applicants must identify any disadvantaged communities that overlap with the footprint of the proposed activities or would be served by the proposed activities. Mapping resources available for the purpose of identifying SDACs and DACs by census tract and/or block group are available on the Parks for All Californians website (<http://www.parksforcalifornia.org/communities>) and the Disadvantaged Communities Mapping Tool (<https://gis.water.ca.gov/app/dacs/>). The Conservancy may consider other means of identifying SDACs and DACs as well.

### **E20. Coordination with Tribes, Communities of Color, and other Underrepresented Groups**

Applicants are strongly recommended to engage in early, meaningful, and often coordination with Native American tribes and tribal communities, communities of color and other underrepresented groups. If the proposal is citing benefit to one or more community, the applicant must demonstrate how they are working with that community to ensure community support.

## **F. Requirements if Funded**

### **F1. Grant Provisions**

For each awarded grant, the Conservancy will develop an individual grant agreement with detailed provisions and requirements specific to approved activities.

- Grant awards are conditional upon funds being available from the state (see Loss of Funding section, below).
- For implementation activities, funds for construction or physical implementation will not be disbursed until all required environmental compliance and permitting documents have been received by the Conservancy, including certification of consistency with the Delta Plan.



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- As part of the grant agreement, the grantee is required to certify that it is the grantee's responsibility to comply with all federal, state, and local laws that apply to the activities.
- Grant funds will not be paid if any of the following conditions occur:
  - The grantee has been non-responsive or does not meet the conditions outlined in the grant agreement.
  - The activities have received alternative funding from other sources that duplicates the portion of work or costs funded by a Conservancy grant.
  - The activities have changed and is no longer eligible for funding.
  - Work was conducted outside of the grant funding term.
  - The applicant requests to end the grant.

## **F2. Reporting**

All grantees must to provide regular progress reports and a final report. The final report must be approved by Conservancy staff prior to the release of the final disbursement of grant funds.

Specific reporting requirements will be included in the grant agreement.

## **F3. Amendments**

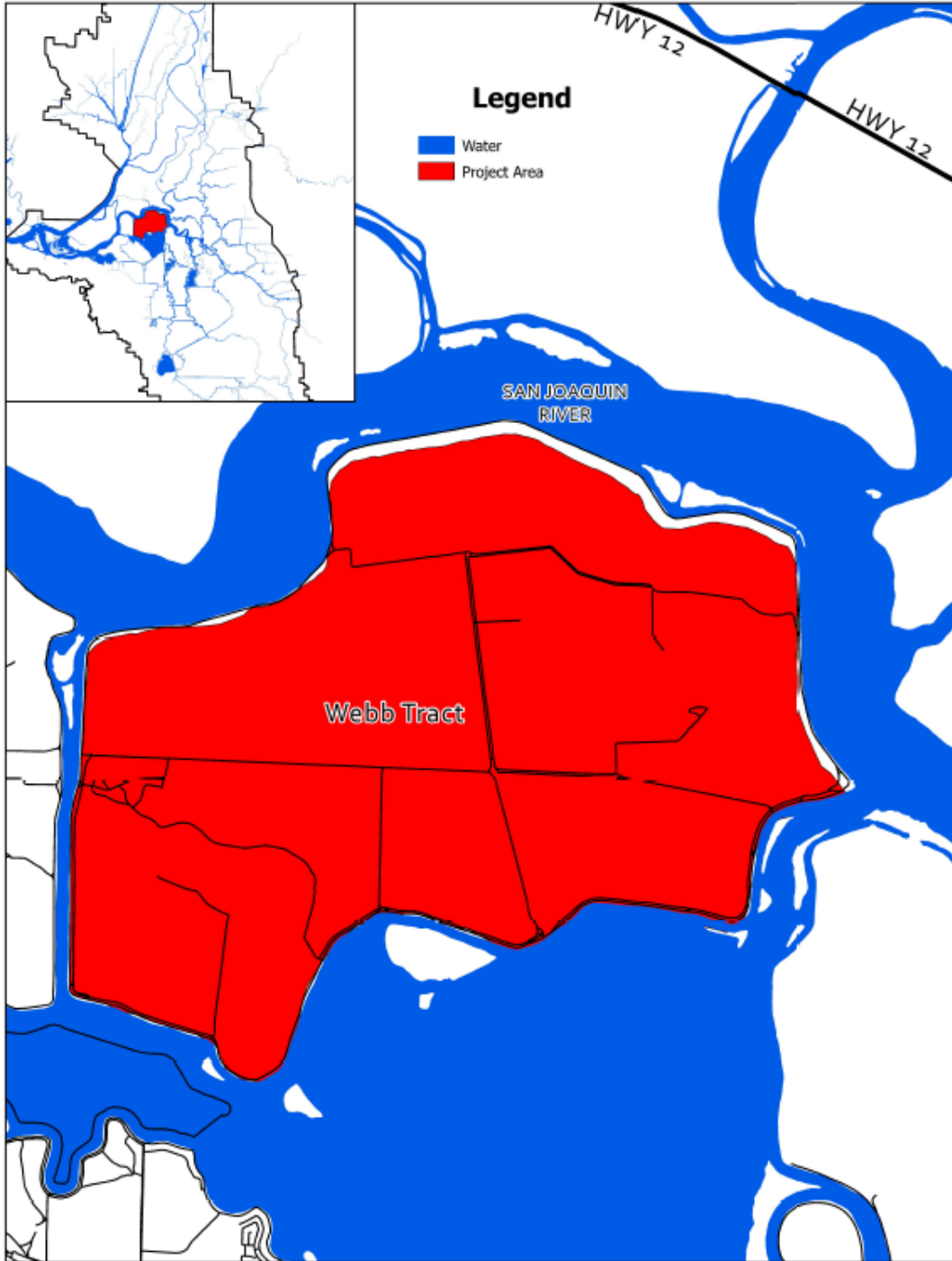
Applicants should very carefully consider the Scope of Work and budget for the proposed activities as amendments to grant agreements will generally only be considered by the Conservancy for unavoidable circumstances where no other feasible solution exists. If an unanticipated situation arises which jeopardizes the approved activities, it is imperative that the grantee contact the Conservancy Grant Manager as soon as possible to discuss options.

## **F4. Signage and Recognition**

Grantees shall inform the public of activities received funds through the Sacramento-San Joaquin Delta Conservancy. Grantees shall recognize the Conservancy on signs, websites, press or promotional materials, advertisements, publications, digital content, or exhibits that they prepare or approve and that reference grant-funded activities. For implementation activities, grantees shall post signs at activity sites acknowledging the source of the funds. Size, location, number of signs, and draft design shall be approved by the Conservancy. Whenever possible, Grantees shall notify the Conservancy at least ten working days prior to any public event or media feature publicizing the accomplishments and/or results of the activities and provide the opportunity for attendance and participation by Conservancy representatives.

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EXHIBIT B

**EXHIBIT B**  
**PROJECT MAP**



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EXHIBIT C

**EXHIBIT C**  
**NOTICE OF UNRECORDED GRANT AGREEMENT**

State of California )  
Sacramento-San Joaquin Delta Conservancy )  
Campbell Ingram )  
1450 Halyard Drive, Suite 6 )  
West Sacramento, CA 95691 )

*Space above this line for Recorder's use*

**NOTICE OF UNRECORDED GRANT AGREEMENT  
AFFECTING [TO BE DETERMINED APN]**

This Notice of Unrecorded Grant Agreement (Notice), dated as of **TBD**, is recorded to provide notice of an agreement between the State of California, by and through the Sacramento-San Joaquin Delta Conservancy ("State") and The Metropolitan Water District of Southern California ("Grantee")

**RECITALS**

- A. On or about Date TBD, State and Grantee entered into a Grant Agreement, Grant No. TBD pursuant to which the State granted to Grantee certain funds for the **implementation of a project**, more particularly described in attached Exhibit A (Location Description) and incorporated by reference the Project.
- B. Under the terms of the Agreement, the State reserved certain rights with respect to the Project.
- C. Grantee desires to execute this Notice to provide constructive notice to all third parties of certain State reserved rights under the Agreement.

**NOTICE**

- 1. The Property (including any portion of it or any interest in it) must be used to restore the natural resources and enhance habitat; preserve Delta agriculture and working landscapes; increase climate change resiliency; increase resilience of the Delta to natural disasters; protect and improve water quality as specified in the Agreement.
- 2. **Under the Grant Agreement, the Property** shall be maintained and operated under this program for a period of at least 15 years from completion of construction.
- 3. Under the Grant Agreement, the Property, including any portion of it or any interest in it, may not be sold or transferred without the written approval of the State of California, acting through the Sacramento-San Joaquin Delta Conservancy, or its successor, provided that such approval shall not be unreasonably withheld as long as the purposes for which the Agreement was awarded are maintained.

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Agreement Number: «Grant\_Number»

- 4. Under the Grant Agreement, the Property, including any portion of it or any interest in it, may not be used as security for any debt or for mitigation without the written approval of the State of California, acting through the Sacramento-San Joaquin Delta Conservancy, or its successor, provided that such approval shall not be unreasonably withheld as long as the purposes for which the Agreement was awarded are maintained.
- 5. Additional terms and conditions are set forth in the Agreement, reference should be made to the Grant Agreement, which is on file with the Sacramento-San Joaquin Delta Conservancy and herein incorporated by reference, 1450 Halyard Drive, Suite 6, West Sacramento, CA 95691. Inquiries may be directed to [contact@deltaconservancy.ca.gov](mailto:contact@deltaconservancy.ca.gov). More information is available at the following website: <http://deltaconservancy.ca.gov/>.

X

\_\_\_\_\_  
Grantee  
Title

X

\_\_\_\_\_  
Campbell Ingram  
Executive Officer, SSJDC



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**EXHIBIT A**

**LEGAL DESCRIPTION**

All that certain real property situates in the County of Contra Costa, State of California, described as follows: Webb Tract is an island located in the Sacramento-San Joaquin Delta region in Contra Costa County. The island is bounded by the San Joaquin River to the north and the east. It is bounded by Fisherman's Cut on the west and by Old River to the south.

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**EXHIBIT D**  
**MONITORING AND MANAGEMENT PLAN**

This Exhibit is not relevant to Phase 1 of this Grant Agreement.

DRAFT

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**EXHIBIT E**  
**GRANTOR RESPONSIBLE AGENCY FINDINGS BOARD RESOLUTION**

This Exhibit is not relevant to Phase 1 of the Grant Agreement.

DRAFT

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**EXHIBIT F**  
**DELTA PLAN COVERED ACTIONS CHECKLIST**

## Covered Actions Checklist

This checklist is a discretionary tool for state and local agencies to use in determining whether a plan, program, or project is a "Covered Action" ([Delta Plan Chapter 2](#)), as defined in the Delta Reform Act ([Water Code section 85057.5\(a\)](#)).

Note: the responsibility for making this determination rests with the certifying agencies, subject to judicial review.

### Covered Action Title:

**STEP 1:** Determine if the plan, program, or project is exempt from the definition of a "covered action".

#### THE PLAN, PROGRAM OR PROJECT:

#### 1. Is the plan, project, or program exempt from the definition of a covered action?

For specific details on what is statutorily exempt from regulation as a "covered action" refer to:

([Water Code section 85057.5 \(b.\)](#)), included in (Appendix F of the [Delta Plan](#)) and (Chapter 2 of the Delta Plan)

Yes  No

If "YES", the plan, program, or project is exempt from the Council's regulatory authority – NO FURTHER STEPS REQUIRED.

If "NO", the plan, program or project is not exempt from the definition of a covered action – PROCEED TO STEP 2.

**STEP 2:** Determine if the plan, program, or project meets all four "Screening Criteria" listed below.

#### THE PLAN, PROGRAM OR PROJECT:

#### 1. Is this a plan, program, or project as defined pursuant to Public Resources Code section 21065;

This criteria would be met if the plan, program, or project meets the definition of a project under the California Environmental Quality Act (CEQA) Public Resources Code [section 21065](#) that defines the term "project" for purposes of potential CEQA review.

Yes  No



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**EXHIBIT G  
GRANTEE'S RELEASE**

***[DO NOT MODIFY without pre-approval from admin]***

**Submission of Final Invoice**

Pursuant to **Grant Agreement number NBS01** 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 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.

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**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:			

DRAFT

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EXHIBIT H

**EXHIBIT H**

**GRANTEE CERTIFICATION CLAUSES**

***[DO NOT MODIFY without pre-approval from admin]  
[Remove for Agreements with State agencies]***

**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

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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](http://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.

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## 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.).

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**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.

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**EXHIBIT I**

**EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS**

***[DO NOT MODIFY without pre-approval from admin]***

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.

\\Infrastructure\_Unit\GIS\Projects\Special\_Requests\Maui\Staley\GIS\Webb\_Tract\_Delta\_Extent.mxd (Printed 2/13/2023) | Photography Date: Bing | Prepared by: Tom Biecher (Geodetics & Mapping Team) | Checked by: Malinda Staley | Job#: G162401-06



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**Allocation of Funds for Webb Tract Multi-Benefit Landscape Project**

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	<u>Current Board Action</u> <u>(Oct. 2023)</u>
Labor	
Studies & Investigations	-
Final Design	-
Owner Costs (Program mgmt., envir. monitoring)	3,176,000
Submittals Review & Record Drwgs.	-
Construction Inspection & Support	-
Metropolitan Force Construction	-
Materials & Supplies	-
Incidental Expenses	200,000
Professional/Technical Services	-
GEI Consultants, Inc.	1,500,000
Environmental Science Associates	980,000
Right-of-Way	-
Equipment Use	233,000
Contracts	-
Remaining Budget	646,000
<b>Total</b>	<u><b>\$ 6,735,000</b></u>

This is the initial Board action for the Webb Tract Multi-Benefit Landscape Opportunity Project (Project). The total estimated cost to complete the Project, including funds allocated for the work described in this action, and future construction costs, is anticipated to range from \$21 million to \$25 million.

**The Metropolitan Water District of Southern California  
Subconsultants for Agreement with Environmental Science Associates**

<b>Subconsultant and Location</b>
Terry A. Hayes Associates Inc. Culver City, California
Duke Cultural Resources Management LLC (Duke CRM) Irvine, California
LG2WB Engineers Inc. (dba Linscott, Law & Greenspan, Engineers) Irvine, California
Blackhawk Environmental Inc. San Diego, California

**The Metropolitan Water District of Southern California  
Subconsultants for Agreement with GEI Consultants Inc.**

<b>Subconsultant and Location</b>
CBEC Inc. West Sacramento, California