

Request for Proposals for Engineer Consultant for San Joaquin County Resources  
Conservation District Paradise Cut Expansion Project.  
November 16, 2020

## **Introduction**

The Sacramento-San Joaquin Delta Conservancy awarded the San Joaquin County Resource Conservation District (District) a Proposition 1 grant to fund the Paradise Cut Conservation and Flood Management Project Phase 2 (Project). In partnership with American Rivers, Inc., the District is working with stakeholders to advance plans for an expansion of the Paradise Cut Flood Bypass to reduce flood risk, improve habitat, and maintain agricultural land along the San Joaquin River south of Paradise Cut. The Phase 2 project team will identify an entity other than the District to lead the next phase of Paradise Cut Flood Bypass development, as well as continued local engagement. The Project is intended to both improve flood protection in the south Delta and portions of the Lower San Joaquin River and to improve ecosystem functions associated with in-stream, levee and neighboring habitats. Based on modeling conducted during Phase 1, the Project is likely to increase downstream flows and water stage under certain conditions. Feedback from local stakeholders indicated degradation of downstream channel capacity is a significant concern due to reduced flood capacity of the Delta flood protection system. Since the Project will increase downstream flows, the project proponent (to be determined) will need to not only mitigate for the Project's downstream impacts, but also help implement a larger project to reestablish and maintain adequate channel depth to support multi-benefit use.

The District would like to hire a Consultant for the work described in Items A-D below, consistent with the Delta Conservancy agreement. The Consultant can submit a proposal for Items A and B, or for Items C and D or for all Items. The Consultant should be aware a separate and concurrent effort is ongoing to develop a dredging program for the Sacramento-San Joaquin Delta, particularly the southern Delta, undertaken by South Delta Water Agency, Department of Water Resources, United States Bureau of Reclamation, San Luis and Delta-Mendota Water Authority, State Water Contractors, and the Office of the Delta Watermaster. The Consultant should ensure the work conducted under this scope is consistent with that effort.

## **Budget**

The District has \$25,000 for Items A and B and \$85,000 for Items C and D.

## Items

**Item A. Consultant will develop a report identifying and describing existing technical analyses needed to address local concerns related to the Project and describe how they will be incorporated into this planning effort.** Technical studies include, but are not limited to, models, data, and analyses involving channel degradation, channel flows, sediment movement, water quality impacts, impacts to levees from flows under various channel capacities, in-water and levee ecosystem functions, and dredging impacts and mitigation.

**Item B. Consultant will develop a report identifying and describing technical studies that still need funding, along with potential funding sources.** Item A will reveal knowledge gaps and inform the need for additional technical studies necessary to undertake both the mitigation of any downstream impacts from the Project and form a more comprehensive dredging program. Consultant will research potential funding sources, including but not limited to the Systemwide Flood Risk Reduction Program and the Proposition 68 voluntary funding agreements.

**Item C. Consultant will prepare an Avoidance Mitigation Strategy Report to minimize negative hydraulic impacts and improve water quality and ecological outcomes downstream of Paradise Cut.** The Consultant will work with the project team to engage stakeholders and collaborate with government agencies to design and evaluate mitigation and avoidance strategies to address downstream impacts and advance the goals of the Central Valley Flood Protection Plan, including improving ecosystem function. This report will address the concerns of downstream stakeholders, include an analysis of ecological levee rehabilitation potential, include methods to restore lost channel capacity, provide cost estimates, and identify potential funding sources. Existing studies, modeling and other data will allow for the evaluation of how the stage and flow impacts of the Project can affect downstream levee protections, what areas may be at greatest risk, and how any impacts can be mitigated or avoided. This report will also consider the economic and environmental costs and benefits of different strategies. American Rivers will provide supportive strategy development for improving water quality and ecological outcomes downstream of Paradise Cut.

**Item D. Consultant will prepare a Monitoring and Maintenance Strategy Report and evaluate potential funding sources.** This report will use information gathered in Item C to recommend actions to maintain and monitor channel conveyance, flood protection and habitat functions. Information from dredging efforts will be made available to the

Consultant by the South Delta Water Agency. American Rivers will provide habitat function monitoring and habitat maintenance information for Consultant to review.

Please submit your pre-proposal questions and proposals to Sarah Luchetti at [sjcrd@outlook.com](mailto:sjcrd@outlook.com). When submitting proposals, please attach two pdfs: one including Exhibits A-D and another with Exhibit E.

**Timeline**

Action	Date	Notes
Send scope to potential firms and post on RCD website	November 16, 2020	
Deadline for firms to submit pre-proposal questions	November 23, 2020	
Answers posted to submitted questions	November 25, 2020	<a href="http://www.sjcrd.com/">http://www.sjcrd.com/</a>
Deadline for Consulting firms to submit proposal	November 30, 2020, 5pm	
Select Consultant	December 1-7, 2020	
Review of contract by District Board	December 8, 2020	
Approve contract	December 17, 2020	District Board meeting
Contract begins	January 2021	
Contract ends	June 2022	

**Instructions for completion of proposal**

The submittals requested shall be included with the proposal response. Failure to include required submittals may be cause for rejection of your proposal. The following are required for your proposal to be considered and must be labeled with the following:

Exhibit A – Transmittal Letter

A cover letter signed by an official authorized to solicit business and enter into contracts for the Proposer. The cover letter should include the name, address, email address, and phone number of contact person.

## Exhibit B – Qualifications and Experience

1. A description summarizing Proposer experience over the past five years in performing similar services for public entities.
2. A statement identifying the personnel likely to be assigned the project. Consultant shall identify key staff and their qualifications, including resumes.
3. A statement identifying the firm's ability to produce the required product in a timely fashion.
4. A brief description of the firm's proposed approach to accomplishing Items A – D.
5. A brief description of the firm's experience and history in meeting tight project deadlines.
6. A brief description of the firm's ability to control project budgets.

## Exhibit C – Responsibility/Demonstrated Competence

1. Have you ever defaulted on a contract? If yes, where and why?
2. Has your firm ever been suspended or debarred by any government agency? If yes, please explain.
3. In the past five (5) years has any claim against your company concerning your company's work on a project been filed in court or arbitration?
4. Describe the process by which your firm resolves problems with clients.
5. Provide a statement of conflict you, your firm, and/or other key staff may have regarding these services. The statement should not only include actual conflicts, but also any working relationships that may be perceived by disinterested parties as a conflict. If no potential conflicts of interest are identified, so state in your proposal.

## Exhibit D – References

Provide references from five different clients. Include the name, email addresses, and telephone number for a contact person from each reference.

## Exhibit E – Budget Proposal

Consultant shall provide a budget by item inclusive of all costs associated

with work likely to be assigned to the firm related to the items stated in this RFP, including but not limited to personnel, administrative overhead, printing costs, attendance at meetings, travel, etc.

### **Exhibits**

Exhibit A – Transmittal Letter

Exhibit B – Qualifications and Experience

Exhibit C – Responsibility/Demonstrated Competence

Exhibit D – References

Exhibit E – Budget Proposal

### **Attachments**

Attachment A: Delta Conservancy Grant Agreement



SACRAMENTO - SAN JOAQUIN  
**DELTA CONSERVANCY**  
A California State Agency

# Attachment A

## ECOSYSTEM RESTORATION AND WATER QUALITY GRANT PROGRAM

GRANT AGREEMENT NUMBER

**Prop 1-1806**

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

STATE AGENCY'S NAME/GRANTOR

Sacramento-San Joaquin Delta Conservancy

GRANTEE'S NAME

**San Joaquin County Resource Conservation District**

2. The performance term of this Grant Agreement is:

Effective Start Date: Upon Grant Agreement ExecutionFunding End Date: July 31, 2023

3. The maximum amount of **\$265,254.00**  
this Grant Agreement is: (Two hundred sixty-five thousand, two hundred fifty-four dollars and zero cents)

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

Section I – Scope of Work	Pages 2-14
Section II – Budget Detail and Payment Provisions	Pages 15-19
Section III – General Terms and Conditions	Pages 20-26
Exhibit A – Project Map	Page 27
Exhibit B – Adaptive Management and Performance Monitoring and Assessment	Page 28
Exhibit C – Long-Term Management and Maintenance	Page 29
Exhibit D – Grantor Responsible Agency Findings Board Resolution	Page 30
Exhibit E – Delta Plan Covered Action Checklist	Page 31
Exhibit F – Grantee's Release	Page 32
Exhibit G – Postconsumer-Content Certification	Pages 33-35
Exhibit H – Grantee Certification Clauses	Pages 36-39

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

**GRANTEE**

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

San Joaquin County Resource Conservation District

BY (Authorized Signature)

*Phil Balmat*

DATE SIGNED 9/22/2020

PRINTED NAME AND TITLE OF PERSON SIGNING

**Phil Balmat, Board Secretary**

ADDRESS

7585 S. Longe Street, Stockton, CA 95206

**STATE OF CALIFORNIA/GRANTOR**

AGENCY NAME

Sacramento-San Joaquin Delta Conservancy

BY (Authorized Signature)

*Campbell Ingram*

DATE SIGNED 9/23/2020

PRINTED NAME AND TITLE OF PERSON SIGNING

**Campbell Ingram, Executive Officer**

ADDRESS

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

## **SECTION I SCOPE OF WORK**

### **Paradise Cut Conservation and Flood Management Project Phase 2**

#### **1. AUTHORITY**

The Ecosystem Restoration and Water Quality Grant Program was developed in response to the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1). Proposition 1 amended the California Water Code (CWC) to add, among other articles, section 79738, authorizing the Legislature to appropriate funds to the Sacramento-San Joaquin Delta Conservancy (Grantor) to fund multi-benefit ecosystem and watershed protection and restoration projects that benefit the Delta. Public Resources Code 32320 et. seq. establishes the Grantor and gives it the authority to enter into Grant Agreements. To further the goals of Proposition 1, the Grantor is entering into this planning project Grant Agreement (Agreement) with San Joaquin County Resource Conservation District (Grantee) to provide funding for the completion of the activities set forth in this Agreement.

#### **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. Unless otherwise specified in this Agreement, the Grantee will complete Paradise Cut Conservation and Flood Management Project Phase 2 as stated in and using the information specified by the Grantee's proposal approved in the Cycle 4 Proposition 1 Grant Program solicitation process.

#### **3. TERM OF AGREEMENT**

This Agreement shall run from its Effective Start Date through July 31, 2023.

#### **4. PROJECT STATEMENT**

##### **A. Overview:**

- i. The purpose of this project is to advance plans for an expansion of the Paradise Cut Flood Bypass to reduce flood risk, improve habitat, and maintain agricultural land along the San Joaquin River south of Paradise Cut.
- ii. This project is necessary because urban and agricultural communities along the San Joaquin River are vulnerable to catastrophic flooding because the San Joaquin River through the south Delta is not large enough to convey the design flow, let alone the 100-year flood. During a different era, with different climate assumptions, cities and farms leveed and armored the banks of the lower San Joaquin River resulting in significant habitat degradation. Expanding the floodway today to safely convey the larger predicted flood events will help keep communities safe, preserve farmland, and restore habitat for sensitive species.
- iii. The Project Team is comprised of the Grantee, in partnership with Consero Solutions, American Rivers, Inc., and up to two subcontractors yet to be selected.

- iv. Previous and projected future phases of the project include a previously-funded planning project through the Sacramento-San Joaquin Delta Conservancy, which addressed necessary modeling and outreach to advance planning, permitting, and near-term restoration. Future phases include acquiring conservation easements for the affected areas, the completion of all permitting including California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), and the construction and monitoring of the future implementation project.
- v. The goals of this project are to build robust local support for the bypass expansion and future restoration actions, as well as to develop and evaluate design strategies that enhance environmental conditions while addressing stakeholder concerns regarding downstream impacts.

**B. Project Location:** The Paradise Cut expansion project, which is the location of the implementation portion of the Paradise Cut Conservation and Flood Management Project Phase 2, is located in an unincorporated portion of San Joaquin County immediately southwest of Paradise Cut and the San Joaquin River, between the cities of Lathrop and Tracy (from 37.727374, -121.299692 to 37.803898, -121.409738). This planning grant is for work that will take place at the offices of the project team and its consultants. Site access is not required to complete the work described herein. See Project Map (Exhibit A).

## 5. PROJECT IMPLEMENTATION

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

The Grantee will complete the tasks listed below.

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

This task will be completed by the Grantee and Consero Solutions. The costs of completing this task will be covered by Grantor funds.

**Task 1a – Site Access/Land Tenure.** See Section I, Item 5. Project Implementation (G).

**Task 1b – Delta Plan Consistency.** See Section I, Item 5. Project Implementation (I). If the project is a Covered Action, the Grantor will not disburse construction, improvement, or acquisition funds until the project is certified as consistent with the Delta Plan.

**Task 1c – Quarterly Invoices.** The Grantee shall refer to Budget Detail and Payment Provisions in Section II, to prepare and submit quarterly invoices to the Grantor.



**Task 1d – Progress Reports.** The Grantee shall refer to Section I, Item 7. Reports (B) to prepare and submit Quarterly and Annual Progress Reports to the Grantor.

**Task 1e and Task 1f – Draft Final Report and Final Report.** The Grantee shall refer to Section I, Item 7. Reports (C) to prepare and submit Draft and Final Reports to the Grantor.

**Task 1g – Submission of Project Data.** The Grantee shall refer to Section I, Item 5. Project Implementation (E) below to prepare and submit all project data to the Grantor. The Grantee shall create a new project record in EcoAtlas and upload any relevant project data (e.g., Project Map) to EcoAtlas prior to submitting the First Quarterly Report.

**B. Task 2) Support Local Engagement**

Through this task, the Grantee and Consero Solutions will engage the community in the planning process for this project to design a durable local engagement structure that will last beyond this phase of the project. The Grantee and Consero Solutions will accomplish this by working with local leaders and agencies to design a local engagement structure to guide future phases of the project and restoration efforts. This engagement will include one (1) meeting with the Phase 1 Planning Team, four (4) meetings and four (4) conference calls with the Phase 2 Planning Team, and two (2) public outreach meetings (in-person or virtual, in compliance with COVID-related shelter-in-place orders). These meetings will inform a Final Report on recommendations for the structure, budget, and long-term local engagement structure. The Grantee will work with local agencies to develop a Memorandum of Understanding, outlining the process of continuing local engagement.

**Deliverables:**

- i. Agenda and meeting notes for one (1) meeting of the Phase 1 Planning Team
- ii. Agenda and meeting notes for four (4) meetings and four (4) conference calls of the Phase 2 Planning Team
- iii. Agenda and meeting notes for two (2) public outreach meetings
- iv. Final Report on recommendations for structure, budget, and long-term local engagement structure
- v. Signed Memorandum of Understanding with local agencies outlining agreement to continue local engagement

This task will be completed by Grantee and Consero Solutions. The costs of completing this task will be covered by Grantor funds.

**C. Task 3) Compile Existing Technical Analyses and Identify Future Studies Needed to Address Local Concerns**

The Grantee will coordinate with the local engagement team and other local stakeholders to determine what aspects of the project the community

believes require more study. The Grantee and American Rivers, Inc. will then work with a consultant to produce a report that will identify and describe existing technical studies and how they will be incorporated into this planning effort, and a report that will identify and describe additional technical analyses that need to be funded and potential funding sources.

**Deliverables:**

- i. Report identifying and describing existing technical studies and how they have been, or will be, incorporated into the planning efforts
- ii. Report identifying and describing technical analyses that still need to be funded, along with potential funding sources

This task will be completed by the Grantee, American Rivers, Inc., and a subcontractor yet to be selected. The costs of completing this task will be covered by Grantor funds.

**D. Task 4) Develop A Strategy to Minimize Negative Hydraulic Impacts and Improve Water Quality and Ecological Outcomes Downstream of Paradise Cut**

The Grantee will contract with American Rivers, Inc. and a consultant to develop a strategy to avoid or mitigate impacts to downstream stakeholders from the Paradise Cut expansion project, and advance the goals of the Central Valley Flood Protection Plan, including improving ecosystem function. American Rivers, Inc. and the consultant will work with the local engagement team established in Task 2 to engage stakeholders and collaborate with government agencies to design and evaluate mitigation and avoidance strategies. American Rivers, Inc. and the consultant will use the information gathered from Task 3 to develop a strategy for ecologically beneficial levee rehabilitation, restoration of lost channel capacity, increased channel capacity, flood risk reduction, and habitat enhancement. The evaluation will consider the economic and environmental costs and benefits of different strategies. This effort will also involve developing a monitoring and maintenance strategy that will use information gathered from the aforementioned studies to recommend actions that will maintain channel conveyance, flood protection and habitat functions.

**Deliverables:**

- i. Avoidance Mitigation Strategy Report that addresses the concerns of downstream stakeholders, includes an analysis of ecological levee rehabilitation potential, methods to restore lost channel capacity, provides cost estimates, and identifies potential funding sources
- ii. Monitoring and Maintenance Strategy Report that evaluates elements in the Mitigation Strategy that will need to be monitored and maintained, along with cost estimates and potential funding sources

This task will be completed by the Grantee, American Rivers, Inc., and a subcontractor yet to be selected. The costs of completing this task will be covered by Grantor funds.

**E. Schedule and List of Deliverables:**

Task	Task Title	Deliverables and Key Project Milestones	Estimated Completion Dates	Conditions
1	Grant Management, Administration and Reporting	<ul style="list-style-type: none"> <li>i. Site Access/Land Tenure</li> <li>ii. Delta Plan Consistency</li> <li>iii. Quarterly Invoices</li> <li>iv. Quarterly and Annual Progress Reports</li> <li>v. Draft Final Report</li> <li>vi. Final Report</li> <li>vii. Submission of Project Data</li> </ul>	<ul style="list-style-type: none"> <li>i. N/A</li> <li>ii. N/A</li> <li>iii. Between the first and the fifth of the second month following the end of the quarter (see Section II)</li> <li>iv. Between the first and the fifth of the second month following the end of the quarter (see Section I, Item 7. Reports (A))</li> <li>v. 30 days prior to Funding End Date</li> <li>vi. 60 days post Funding End Date</li> <li>vii. EcoAtlas record creation due at time of first invoice. Final submission of data due 60 days post Funding End Date</li> </ul>	<p><b>Site Access/Land Tenure Agreement</b> Where relevant, site access or land tenure agreement required prior to disbursement of funds.</p> <p><b>Covered Action</b> For a project that is a Covered Action, Certification of Consistency with Delta Plan is required prior to disbursement of construction, improvement, or acquisition funds.</p> <p><b>Permits</b> For implementation projects, receipt of all permits is required prior to payment of construction, improvement, or acquisition funds.</p> <p><b>Signage</b> For implementation projects, required signage must be in place prior to final distribution of grant funds.</p> <p><b>Data</b> For projects that generate data, all project data must be submitted and EcoAtlas must be updated prior to final distribution of grant funds.</p>

Task	Task Title	Deliverables and Key Project Milestones	Estimated Completion Dates	Conditions
2	Support Local Engagement	<ul style="list-style-type: none"> <li data-bbox="418 325 774 506">i. Agenda and meeting notes for one (1) meeting of the Phase 1 Planning Team</li> <li data-bbox="418 541 774 800">ii. Agenda and meeting notes for four (4) meetings and four (4) conference calls of the Phase 2 Planning Team</li> <li data-bbox="418 835 774 982">iii. Agenda and meeting notes for two (2) public outreach meetings</li> <li data-bbox="418 1018 774 1276">iv. Final Report on recommendations for structure, budget, and long-term local engagement structure</li> <li data-bbox="418 1312 774 1598">v. Signed Memorandum of Understanding with local agencies outlining agreement to continue local engagement</li> </ul>	<ul style="list-style-type: none"> <li data-bbox="813 325 1105 394">i. September 30, 2021</li> <li data-bbox="813 541 1068 611">ii. January 31, 2023</li> <li data-bbox="813 835 1068 905">iii. January 21, 2023</li> <li data-bbox="813 1018 1068 1087">iv. January 31, 2023</li> <li data-bbox="813 1312 1040 1381">v. March 31, 2023</li> </ul>	

3	Compile Existing Technical Analyses and Identify Future Studies Needed to Address Local Concerns	<ul style="list-style-type: none"> <li>i. Report identifying and describing existing technical studies and how they have been, or will be, incorporated into the planning efforts</li> <li>ii. Report identifying and describing technical analyses that still need to be funded, along with potential funding sources</li> </ul>	<ul style="list-style-type: none"> <li>i. January 31, 2023</li> <li>ii. January 31, 2023</li> </ul>	
4	Develop a Strategy to Minimize Negative Hydraulic Impacts and Improve Water Quality and Ecological Outcomes Downstream of Paradise Cut	<ul style="list-style-type: none"> <li>i. Avoidance Mitigation Strategy Report that addresses the concerns of downstream stakeholders, includes an analysis of ecological levee rehabilitation potential, provides cost estimates, and identifies potential funding sources</li> <li>ii. Monitoring and Maintenance Strategy Report that evaluates elements in the Mitigation Strategy that will need to be monitored and maintained, along with cost estimates and potential funding sources</li> </ul>	<ul style="list-style-type: none"> <li>i. January 31, 2023</li> <li>ii. January 31, 2023</li> </ul>	

- F. Performance Measures:** Performance measures are not required for this planning project.
- G. Adaptive Management and Performance Monitoring and Assessment:** Adaptive Management and Performance Monitoring and Assessment is not required for this planning project.
- H. Data Rights and Management:** The Grantor will retain rights to all final products produced as a result of this Agreement. The Grantee will have full rights to reproducing the product(s) as long as they are not used for commercial purposes. The Grantor has the right to: (1) obtain, reproduce, publish, or otherwise use the data first produced in performing this grant; and (2) authorize others to receive, reproduce, publish, or otherwise use such data by or on behalf of the Grantor.

All data must be made publicly available. 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.

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

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

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

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

- I. Long-Term Management and Maintenance:** The State General Obligation Bond Law limits the use of bond funds to the construction, acquisition, and long-term improvement of capital assets that have an expected useful life of at least 15 years (Gov. Code, § 16727(a)). 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 preferably for 25 years beyond the end of the Funding Term, and as provided in the grant proposal and attached here in Exhibit C.

- J. Site Access/Land Tenure:** If, to complete this Agreement, the Grantee proposes to use a project site not owned by the Grantee, proof of permission to access the site must be provided to the Grantor prior to the start of work on the site.
- K. California Environmental Quality Act (CEQA):** This planning project does not trigger CEQA.
- L. Delta Plan Consistency:** If the project is a covered action pursuant to the Delta Plan, the Grantor will not disburse construction, improvement, or acquisition funds until the project is certified as consistent with the Delta Plan. The certification filed with the Council must allow 30 days from filing the certification with no valid appeals in order to be consistent with the Delta Plan.
- M. Other Regulatory Compliance:** The Grantee will ensure that all permits, licenses, and certifications necessary to implement the project have been secured prior to construction, improvement, or acquisition of a capital asset. As may be necessary, the Grantee shall be responsible for obtaining the services of appropriately licensed professionals to comply with the applicable requirements of the Business and Professions Code including but not limited to section 6700 et seq. (Professional Engineers Act) or section 7800 et seq. (Geologists and Geophysicists Act). The Grantee is solely responsible for ensuring that the project meets all legal requirements. The Grantor will not issue construction, improvement, or acquisition funds until all permits are in place.
- N. Equipment Purchases:** The Grantor may purchase equipment under this Agreement only if specified in the budget tables in Section II and equipment will only be considered for purchase approval if no other equipment owned by the applicant is available and suitable for the project. Equipment includes nonexpendable, tangible personal property having a useful life of more than one (1) year and an approximate unit price of \$5,000 or more, as well as theft-sensitive items of equipment costing less than \$5,000 (such as electronics). All equipment purchased or built by the Grantee is owned by the Grantee during the Funding Term. The Grantee is required to 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 (SAM, § 8643).

**i. Equipment Records**

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

- a. The date acquired.
- b. The cost of the equipment, including the cost of any necessary accessories and all incidental costs incurred to put the asset into place and ready for its intended use.
- c. A serial number.
- d. The model identification number (on purchased equipment).
- e. Any other information or description of the equipment.

- f. Identification of the grant program and Grant Agreement number under which the equipment is acquired.
- g. The location, use and condition of the equipment.
- h. Any ultimate disposition information including date of disposal and sale price of the equipment.

**ii. Disposition of Equipment**

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

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

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

**O. Equipment Rental:** The Grantor funds may be used to rent equipment. All rental equipment expenses shall be identified in the budget tables in Section II. Equipment may be rented for this project's use only, and equipment rental agreement(s) shall be provided to the Grantor upon any reimbursement requests submitted. The Grantor is not responsible for loss or damage to rented equipment.

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



For implementation projects, the Grantee shall post signs at the project site informing the public that the project received funds through the Sacramento-San Joaquin Delta Conservancy from the Water Quality, Supply, and Infrastructure Improvement Act of 2014. The size, location, number of signs, and draft design shall be approved by the Grantor. Required signage must be in place prior to final distribution of grant funds.

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

## 6. KEY CONTACTS

The Project Officials during the term of this Agreement are:

<b>Sacramento-San Joaquin Delta Conservancy:</b>	<b>San Joaquin County Resource Conservation District:</b>
<b>Name:</b> Chelle Temple-King, Grant Manager <b>Address:</b> 1450 Halyard Drive, Suite 6 West Sacramento, CA 95691 <b>Phone:</b> (916) 376-4024 <b>Email:</b> <a href="mailto:Prop1grants@deltaconservancy.ca.gov">Prop1grants@deltaconservancy.ca.gov</a>	<b>Name:</b> Phil Balmat, Board Secretary <b>Address:</b> 7585 S. Longe Street Stockton, CA 95206 <b>Phone:</b> (209) 712-1693 <b>Email:</b> <a href="mailto:sjrkd@outlook.com">sjrkd@outlook.com</a>

Direct all administrative inquiries to:

<b>Sacramento-San Joaquin Delta Conservancy:</b>	<b>American Rivers, Inc.</b>
<b>Name:</b> Martha Ozonoff, Contract Analyst <b>Address:</b> 1450 Halyard Drive, Suite 6 West Sacramento, CA 95691 <b>Phone:</b> (916) 375-2071 <b>Email:</b> <a href="mailto:contact@deltaconservancy.ca.gov">contact@deltaconservancy.ca.gov</a>	<b>Name:</b> Aysha Massell, Associate Director <b>Address:</b> 2150 Allston Way, Suite 320 Berkeley, CA 94704 <b>Phone:</b> (510) 809-8010 ext. 6 <b>Email:</b> <a href="mailto:amassell@americanrivers.org">amassell@americanrivers.org</a>

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

## 7. REPORTS

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

Report Description	Period Covered	Date Due
First Quarter Progress Report	January 1 - March 31	Between May 1-5
Second Quarter Progress Report	April 1 - June 30	Between August 1-5
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 Report	January 1 – December 31	Between February 1-5
Draft Final Report	Effective Start Date – Funding End Date	30 days prior to Funding End Date
Final Report and Final Progress Report	Effective Start Date – Funding End Date	60 days post Funding End Date

**B. Progress Reports:** The Grantee ensures that the Agreement requirements are met by submitting Quarterly and Annual Progress Reports to the Grant Manager. Reporting shall be required even if no grant-related activities occurred during the reporting period. The Grantee shall document all activities and expenditures in Progress Reports, including work performed by subcontractors. Reports must use the template provided by the Grantor. The most current Progress Report template can be found on the Grantor's website:

<http://deltaconservancy.ca.gov/proposition-1-resources/>. Reports must be submitted electronically to the Grant Manager and to the following emails:

[Prop1grants@deltaconservancy.ca.gov](mailto:Prop1grants@deltaconservancy.ca.gov) and [contact@deltaconservancy.ca.gov](mailto:contact@deltaconservancy.ca.gov). Grantor will not accept reports submitted through the mail.

### i. Quarterly Progress Report

The Quarterly Progress Report shall directly address tasks, timelines, deliverables, and associated costs as scheduled in Scope of Work in Section I and Budget Detail and Payment Provisions in Section II; deliverables should be included as attachments to the report. The Grantee must document steps taken in soliciting and awarding subcontracts and submit them to the Grantor for review, and document all subcontractor activities in the Quarterly Progress Report. The description of activities shall be in sufficient detail to provide a basis for payment of invoices. The Grantor reserves the right to require reports more frequently than on a quarterly basis if necessary, but no more than once a month.

### ii. Annual Progress Report

At the end of each calendar year of the Funding Term of this Agreement, the Grantee shall submit a supplement to the Fourth Quarter Progress Report in the template provided by the Grantor. The Annual Progress Report will include information on progress made during that calendar year and plans for the next calendar year.

- C. Draft and 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. A final Progress Report will also be due at the time of the Final Report. The most current Final Report template can be found on the Grantor's website: <http://deltaconservancy.ca.gov/proposition-1-resources/>.
- D. Ongoing Reporting Requirements:** For implementation projects, the Grantee will be required to submit annual reports, using the template provided by the Grantor, until the Grant End Date. Annual reports must provide updates regarding site ownership and condition; ongoing management, maintenance, and monitoring activities; monitoring data; progress toward achieving outcomes and objectives; communication of challenges, findings, conclusions, and/or lessons learned.

## **SECTION II BUDGET DETAIL AND PAYMENT PROVISIONS**

### **1. BUDGET DETAIL**

**A. Budget:** The Grantee agrees to perform and complete the work described in Section I, Scope of Work (SOW) within the budget specified below for a total budget not to exceed **\$265,254**.

The Grantee's indirect rate is 20 percent.

Indirect Costs must be charged as a percentage of direct expenses and claimed at the same time as the applicable direct expenses. Indirect Costs 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 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 lesser. If Grantee's indirect rate changes, the Grantee shall notify Grantor of the change. Changes to the Grantee's approved Cost Allocation Plan must be submitted to the Grantor and are subject to Grantor approval.

Sacramento-San Joaquin Delta Conservancy  
and San Joaquin County Resource Conservation District  
Grant Agreement Number: Prop 1-1806  
Section II

<b>Line Item Budget by Budget Category</b>	
<b>A. Personnel Services and Travel</b>	<b>Total</b>
<b>Subtotal A. Personnel Services</b>	<b>\$ -</b>
<b>B. Operating Expenses (General)</b>	
Supplies	\$ -
Permits & Fees	\$ -
Meeting Expenses	\$8,000
<b>Subtotal B. Operating Expenses (General)</b>	<b>\$8,000</b>
<b>C. Operating Expenses (Subcontractor)</b>	
San Joaquin County Resource Conservation District Contract Staff	\$21,000
American Rivers, Inc.	\$57,739
Consero Solutions	\$66,915
Engineering Consultant A	\$25,000
Engineering Consultant B	\$85,000
<b>Subtotal C. Operating Expenses (Subcontractor)</b>	<b>\$255,654</b>
<b>D. Operating Expenses (Equipment)</b>	
<i>See General Grant Provisions for definitions of electronic and purchased equipment definitions.</i>	
Equipment 1	\$ -
<b>Subtotal D. Operating Expenses (Equipment)</b>	<b>\$ -</b>
<b>E. Acquisition Costs</b>	
Acquisition	\$ -
<b>Subtotal E. Acquisitions</b>	<b>\$ -</b>
<b>F. TOTAL DIRECT COSTS</b>	
<b>F. TOTAL DIRECT COSTS (Sum of A-E)</b>	<b>\$ -</b>
<b>G. INDIRECT COSTS</b>	
Indirect Cost A. Personnel Services	\$ -
Indirect Cost B. Operating Expenses (General)	\$1,600
<b>G. TOTAL INDIRECT COSTS</b>	<b>\$1,600</b>
<b>GRAND TOTAL (Sum of F and G):</b>	<b>\$265,254</b>

<b>Cost Share and State Leveraged Funds by Source</b>			
Source of Funds - Non-State	Cash	In-Kind	Total
<b>Subtotal Cost Share</b>	\$ -	\$ -	\$ -
Source of Funds - Non-State	Cash	In-Kind	Total
<b>Subtotal State Leveraged Funds</b>	\$ -	\$ -	\$ -
<b>Total Cost Share &amp; State Leveraged Funds</b>	\$ -	\$ -	\$ -

The Grantee may not transfer grant funds between or among budget line items without written approval from the Grantor as specified in Budget Modifications (see Section II, Item 1. Budget Detail (B)).

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

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

Any budget change not meeting the above conditions, including the addition of new line items, shall be by formal Agreement Amendment pursuant to Section III, Item 2. Amendment. Notwithstanding the above provision, 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 rates specified in the Budget Detail above. The Grantor will only reimburse for expenses incurred from Agreement execution through the Funding End Date of the Agreement. The Grantee will use the invoice template provided by the Grantor. The invoice template is provided on the Grantor's website: <http://deltaconservancy.ca.gov/proposition-1-resources/>.

### A. Invoice Submission Process:

- i. All invoices except final invoices must be submitted for payment between the first and the fifth of the second month following the end of the calendar quarter in which the costs were incurred, as specified in the schedule below. For submission of final invoices, see Item C below (Timely Submission of Final Invoice).

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

- ii. In addition to the information provided in the invoice template, invoices must also include the following information.
  - a. Grantee's logo imbedded in the invoice template.
  - b. Original invoices or receipts, and supporting documentation of actual out-of-pocket expenses.
  - c. Subcontractor invoices for any subcontractor expenses being billed to the grant.

- iii. The State will advance funds to the Grantee if payment on a reimbursement basis prevents a project from proceeding. For funds to be advanced, the Grantee must follow the process set forth in Section II, Item A. Invoice Submission Process (i) and (ii) to submit a quarterly invoice requesting funds be advanced. For all invoices after the first invoice, Grantee must provide documentation of expenditure of all funds advanced in the previous quarter. If such documentation is not included with the following quarterly invoice, funds will not be disbursed for any subsequent invoices until Grantee provides the documentation. If funds advanced have been expended, but the expenses are deemed to be ineligible under this Agreement or if documentation is insufficient, the Grantor reserves the right to determine the remedy, including recovery of the funds by the State in accordance with the options specified in Section II, Item 4. Recovery of Overpayment. The State will notify the Grantee in writing of the remedy required. Grantee will have 60 days to provide documentation of expenditure of funds advanced after funds for the final invoice are disbursed.
  - iv. 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, Item 5, K. Equipment Purchases. Said paid receipts shall be attached to the Grantee's invoice(s).
  - v. Invoices must be submitted electronically to the Grant Manager and to the following emails: [Prop1grants@deltaconservancy.ca.gov](mailto:Prop1grants@deltaconservancy.ca.gov) and [contact@deltaconservancy.ca.gov](mailto:contact@deltaconservancy.ca.gov). The Grantor will not accept invoices submitted through the mail.
  - vi. Invoices will only be approved for payment after the Grant Manager has reviewed the Progress Report submitted by the Grantee and determined that the work was completed satisfactorily for payment. Invoices that are not approved will be returned as disputed to the Grantee and will not be paid.
  - 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 annually. Cost share funds must be spent between the close of the full proposal submission period on December 18, 2018 and the end of the Funding Term to qualify as fulfilling the Grantee's cost share obligations.
  - viii. Grantee will not be reimbursed if any of the following conditions occur.
    - a. The Grantee has been non-responsive or does not meet the conditions outlined in the Grant Agreement.
    - b. The project has received alternative funding from other sources that duplicates the portion of work or costs funded by a Conservancy grant.
    - c. The project has changed and is no longer eligible for funding.
    - d. The Grantee requests to end the project. However, any costs incurred up to the requested end date may be reimbursed.
- B. Travel Expenses:** Reimbursement rates for travel shall not exceed the amounts identified by CalHR current state rates, 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.

**C. Timely Submission of Final Invoice:** A final undisputed invoice shall be submitted for payment no more than 60 calendar days following the Funding End Date or termination date of this Agreement, unless the Grant Manager agrees to a later or alternate deadline in writing. The final invoice must be clearly marked "FINAL INVOICE" and "Grantee's Release" (Exhibit F) 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.



### **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 internal organizational protocols and to maintain financial records related to all expenses related to this Agreement (noted in Section III, Item 4. Audit).

### **4. RECOVERY OF OVERPAYMENT**

The Grantee agrees that claims based upon findings from an audit of the Agreement (see Section III, 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. An incomplete/disputed invoice will be returned to Grantee per Government Code Chapter 4.5, section 927.6. Time specified for prompt payment in Government Code Chapter 4.5, section 927.4 commences upon submittal of a completed/undisputed invoice.

### **SECTION III GENERAL TERMS AND CONDITIONS**

#### **1. APPROVAL**

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

#### **2. AMENDMENT**

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

#### **3. ASSIGNMENT**

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

#### **4. AUDIT**

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

#### **5. INDEMNIFICATION**

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

#### **6. DISPUTES**

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

The Grantee will continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the language contained within this Agreement will prevail over any other language.

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

#### **7. TERMINATION FOR CAUSE**

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

#### **8. TERMINATION WITHOUT CAUSE**

The Grantor may terminate this Agreement without cause upon 30 days' advance written notice. The Grantee will be reimbursed, in accordance with Section II 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). See Exhibit G.

#### **11. NON-DISCRIMINATION CLAUSE**

During the performance of this Agreement, Grantee and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Grantee shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, title 2 of the Government Code (Gov. Code, §§ 11135-11139.5). Grantee shall permit access by representatives of the Department of Fair Employment and Housing and the awarding State agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement (Cal. Code Regs., tit. 2, § 11105).

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

## **12. GRANTEE CERTIFICATION CLAUSES**

The Grantee Certification Clauses is incorporated in this Agreement (See Exhibit H). The Grantee will renew the Grantee Certification Clauses or successor documents as changes occur.

## **13. TIMELINESS**

Time is of the essence in this Agreement.

## **14. STANDARD OF PROFESSIONALISM**

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

## **15. GOVERNING LAW**

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

## **16. ANTITRUST CLAIMS**

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

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

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

- B.** In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 [commencing with section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder (Gov. Code, § 4552).
- C.** If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery (Gov. Code, § 4553).
- D.** Upon demand in writing by the assignor, the assignee shall, within one (1) year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action (Gov. Code, § 4554).

#### **17. CHILD SUPPORT COMPLIANCE ACT**

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

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

#### **18. UNENFORCEABLE PROVISION**

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

#### **19. PRIORITY HIRING CONSIDERATIONS**

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

## **20. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS**

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

## **21. LOSS LEADER**

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

## **22. COMPUTER SOFTWARE**

Grant funds are not authorized for the procurement of software.

## **23. COPYRIGHT**

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

## **24. INTELLECTUAL PROPERTY**

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

## **25. SUBCONTRACTING**

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

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

The Grantee is responsible for adhering to their organization's policies for soliciting and awarding contracts, and providing to the Grantor a copy of any subcontract agreements, and an explanation of the basis for determining the subcontracting costs to be fair and reasonable.

## **26. LABOR CODE COMPLIANCE**

Grants awarded through the Conservancy's Ecosystem Restoration and Water Quality 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**

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.

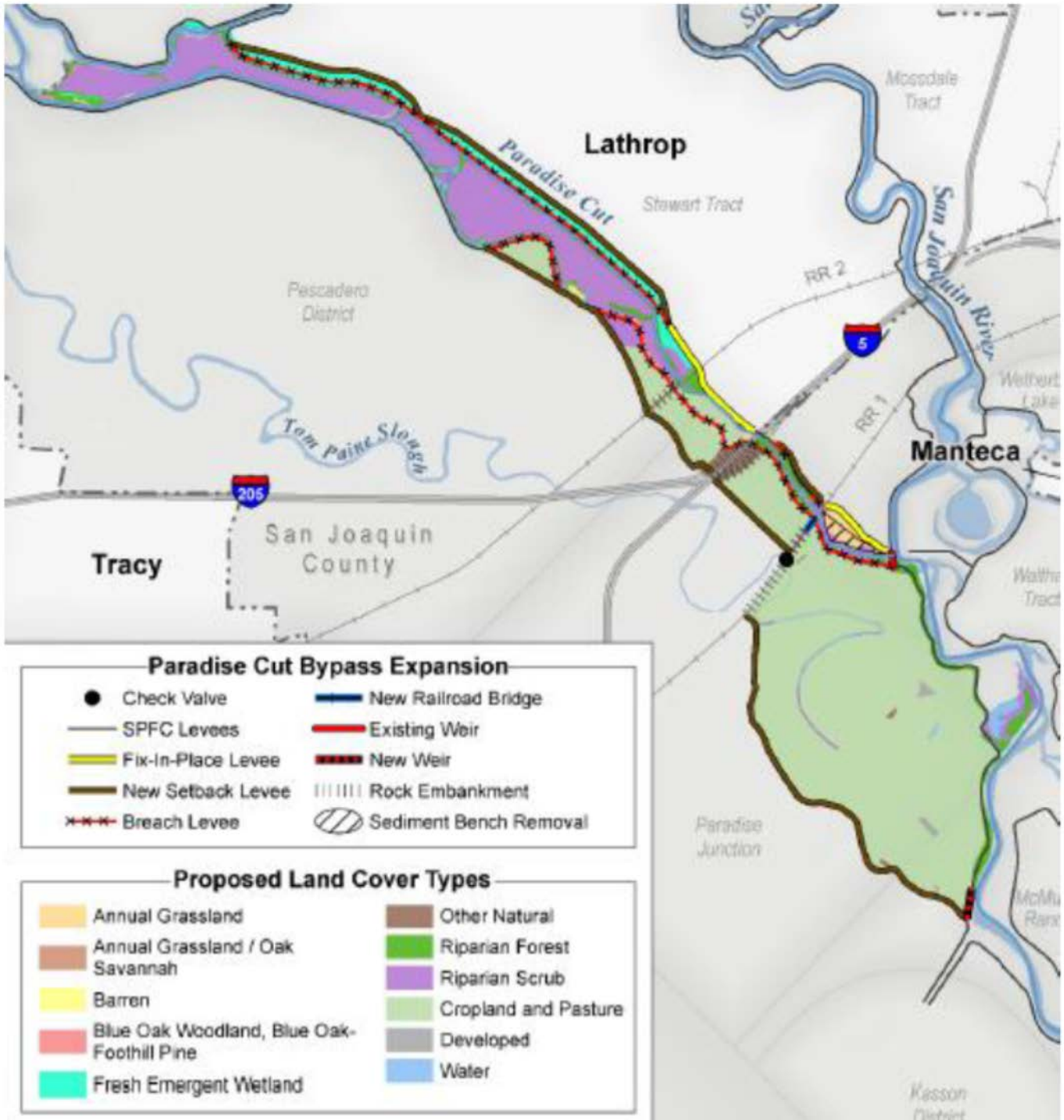
- A.** That the insurer will not cancel the insured's coverage without 30 days' prior written notice to the Grantor.
- B.** That the Grantor, its officers, agents, employees, and servants are included as additional insured, but only insofar as the operations under this Agreement are concerned.
- C.**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

Sacramento-San Joaquin Delta Conservancy  
and San Joaquin County Resource Conservation District  
Grant Agreement Number: Prop 1-1806  
Section III

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.



### EXHIBIT A PROJECT MAP



**EXHIBIT B**  
**ADAPTIVE MANAGEMENT AND PERFORMANCE MONITORING AND ASSESSMENT**

This Exhibit is not relevant to this Grant Agreement.

**EXHIBIT C**  
**LONG-TERM MANAGEMENT AND MAINTENANCE**

This Exhibit is not relevant to this Grant Agreement.

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

This Exhibit is not relevant to this Grant Agreement.

**EXHIBIT E**  
**DELTA PLAN COVERED ACTION 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 State and local 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

**EXHIBIT F  
 GRANTEE'S RELEASE**

**Submission of Final Invoice**

Pursuant to **Grant Agreement number Prop 1 – 1806** 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 if 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.

**SIGN AND DATE THIS DOCUMENT ONLY WHEN ATTACHING TO FINAL INVOICE**

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

## EXHIBIT G POSTCONSUMER-CONTENT CERTIFICATION

### STATE AGENCY BUY RECYCLED CAMPAIGN (SABRC)

The State of California is required to purchase recycled-content products rather than non-recycled products whenever price, quality, and availability are comparable. Furthermore, each State agency is required to purchase recycled-content products in sufficient quantities to ensure that mandated recycled-content product procurement goals are attained within 11 product categories. These 11 product categories and their respective minimum recycled-content requirements are outlined below.

In order to help State agencies identify all reportable purchases and all reportable recycled-content product purchases, product suppliers are mandated by the California Public Contract Codes to certify the minimum, if not the exact recycled content, both secondary and post-consumer material, of all the products, materials, goods, and supplies offered or sold to the State. State agencies are also required to obtain this information from all Contractors. Collectively, these mandates are referred to as the [State Agency Buy Recycled Campaign \(SABRC\)](#).

**Please note, only materials purchased with funds from this Agreement are reportable.**

Regardless of the recycled content, or even if the product has no recycled content, the supplier must indicate that on the certification form or through some other form of written certification.

The 11 reportable product categories are described on the next page.

**For further information regarding the specific details on these categories, go to the following webpage [www.calrecycle.ca.gov/BuyRecycled/StateAgency/Requires](http://www.calrecycle.ca.gov/BuyRecycled/StateAgency/Requires).**

### FOOTNOTE:

1. "Postconsumer recycled-content material" is defined as products that were bought, used, and recycled by consumers. For example, a newspaper that has been purchased, recycled, and used to make another product would be considered postconsumer material.
2. "Product category" refers to one of the categories listed below, into which the reportable purchase is best placed.
3. If the product does not belong in any of the product categories, enter "N/A." Common "N/A" products include wood products, natural textiles, aggregate, concrete, and electronics such as computers, TV, software on a disk or CD, and telephones.
4. Reused or refurbished products, there is no minimum content requirement. (PCC, § 12209 (I)).

Sacramento-San Joaquin Delta Conservancy  
and San Joaquin County Resource Conservation District  
Grant Agreement Number: Prop 1-1806  
Exhibit G

Code	Product Categories	Product Examples <i>Examples are inclusive but are not limited to the individual product.</i>	Minimum Postconsumer Content Requirement
1	Paper Products	Paper janitorial supplies, cartons, wrapping, packaging, file folders, and hanging files, building insulation and panels, corrugated boxes, tissue, and toweling.	30 percent by fiber weight postconsumer fiber.
2	Printing and Writing Papers	Copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications.	30 percent by fiber weight postconsumer fiber.
3	Mulch, Compost, and Co-compost Products	Soil amendments, erosion controls, soil toppings, ground covers, weed suppressants, and organic materials used for water conservation; yard trimmings and wood byproducts that are separated from the municipal solid waste stream or other source of organic materials such as biosolids or other comparable substitutes such as livestock, horse, or other animal manure, food residues or fish processing byproducts; mechanical breakdown of materials.	80 percent recovered material that would otherwise be normally disposed of in a landfill.
4	Glass Products	Windows, test tubes, beakers, laboratory or hospital supplies, fiberglass (insulation), reflective beads, tiles, construction blocks, desktop accessories, flat glass sheets, loose-grain abrasives, deburring media, liquid filter media, and containers.	10 percent postconsumer, by weight.
5	Lubricating Oils	Intended for use in a crankcase, transmission, engine, power steering, gearbox, differential chainsaw, transformer dielectric, fluid, cutting, hydraulic, industrial, or automobile, bus, truck, vessel, plane, train, heavy equipment, or machinery powered by an internal combustion engine.	70 percent re-refined base oil.
6a	Plastic Products	Printer or duplication cartridges, diskette, carpet, office products, plastic lumber, buckets, wastebaskets, containers, benches, tables, fencing, clothing, mats, packaging, signs, posts, binders, sheet, buckets, building products, garden hose, and trays.	10 percent postconsumer, by weight.
6b	Printer or Duplication Cartridges		<ul style="list-style-type: none"> <li>a. Have 10 percent postconsumer material, or</li> <li>b. Are purchased as remanufactured, or</li> <li>c. Are backed by a vendor-offered program that will take back the printer cartridge after their useful life and ensure that the cartridge is recycled and comply with the definition of recycled as set forth in Public Contract Code section 12156.</li> </ul>
7	Paint	Water-based paint, graffiti abatement, interior and exterior, and maintenance.	50 percent postconsumer paint (exceptions when 50 percent postconsumer content is not available or is restricted by a local air quality management district, then 10 percent postconsumer content may be substituted).
8	Antifreeze	Recycled antifreeze, and antifreeze containing a bittering agent or made from polypropylene or other similar non-toxic substance.	70 percent postconsumer material.
9	Tires	Truck and bus tires, and those used on fleet vehicles and passenger cars.	Retreaded: Must use an existing casing that has undergone retreading or recapping process in accordance with Public Resource Code (commencing with section 42400).
10	Tire- Derived Products	Flooring, mats, wheelchair ramps, playground cover, parking bumpers, bullet traps, hoses, bumpers, truck bed liners, pads, walkways, tree ties, road surfacing, wheel chocks, rollers, traffic control products, mud flaps, and posts.	50 percent recycled used tires.
11	Metal	Staplers, paper clips, steel furniture, desks, pedestals, scissors, jacks, rebar, pipe, plumbing fixtures, chairs, ladders, file cabinets, shelving, containers, lockers, sheet metal, girders, building and construction products, bridges, braces, nails, and screws.	10 percent postconsumer material, by weight.

For additional information, please visit [www.calrecycle.ca.gov/BuyRecycled/StateAgency/](http://www.calrecycle.ca.gov/BuyRecycled/StateAgency/).

### RECYCLED CONTENT CERTIFICATION FORM

This form must be completed, signed, and returned by vendor, bidder, Contractor and/or the Grantee. **State law requires** any and all recycled content of a product to be disclosed to the State by the manufacturer or supplier of the product. If a product contains no recycled content, either post-consumer or secondary material, the vendor/bidder/Contractor/Grantee shall so certify.

BRAND	DESCRIPTION	PERCENT RECYCLED BY WEIGHT (See below)		PRODUCT CODE (See previous page)	TOTAL DOLLAR AMOUNT
		POST CONSUMER (1)	TOTAL RECYCLED CONTENT (2)		
NA					

POST CONSUMER (1) materials are defined as only those materials that have been disposed of as a solid waste at the completion of their life cycle. Secondary material (i.e., manufacturing waste) **should not** be counted in this percentage. The post-consumer content is usually the second percentage in the description of the item's recycled content. (See example below.)

TOTAL RECYCLED CONTENT (2) is the sum total of **ALL** recycled content in the item including both secondary and post-consumer materials. Usually this percentage is shown as the first percentage in a recycled content description such as "Carton contains 100 percent recycled fiber, and 40 percent post-consumer fiber." In this example, the "100 percent" is the TOTAL recycled content and the "40 percent" is the POST CONSUMER recycled content.

**Pursuant to Public Contract Code 12205(a)(1), I certify under penalty of perjury under the laws of the State of California that the above information is true and correct.**

Grantee Signature:	<i>Phil Balmat</i>
Printed Name:	Phil Balmat
Date:	9/22/2020
Agreement Number:	Prop 1-1806
Reporting Period:	Agreement Term

**To be completed by the Grantee and returned to:**

Sacramento-San Joaquin Delta Conservancy  
ATTN: Contract/Grant Analyst  
1450 Halyard Drive, Suite 6  
West Sacramento, CA 95691

## EXHIBIT H GRANTEE CERTIFICATION CLAUSES

### CERTIFICATION

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

Grantee Name (Printed):	Sn Joaquin Resource Conservation District	Federal ID Number:	68-0376811
By (Authorized Signature):	<i>Phil Balmat</i>		
Printed Name and Title of Person Signing:	Phil Balmat	Secretary/Treasurer	
Date Executed:	9/22/2020	Executed in the County of:	San Joaquin

### GRANTEE CERTIFICATION CLAUSES

#### 1. STATEMENT OF COMPLIANCE

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

#### 2. DRUG-FREE WORKPLACE REQUIREMENTS

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

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



Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Grantee may be ineligible for award of any future State Agreements if the department determines that any of the following has occurred: the Grantee has made false certification, or violated the certification by failing to carry out the requirements as noted above (Gov. Code, § 8350 et seq.).

### **3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

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

### **4. EXPATRIATE CORPORATIONS**

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

### **5. SWEATFREE CODE OF CONDUCT**

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

## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

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

### **1. CONFLICT OF INTEREST**

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

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

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

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

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

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

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

### **2. LABOR CODE/WORKERS' COMPENSATION**

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

### **3. AMERICANS WITH DISABILITIES ACT**

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

**4. CONTRACTOR NAME CHANGE**

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

**5. CORPORATE QUALIFICATION 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.

## Certificate Of Completion

Envelope Id: C822C20AD1464AF5A7F13800CFD1FB1B	Status: Completed
Subject: Please DocuSign: Prop 1-1806_Agreement_9-8-20.pdf	
Source Envelope:	
Document Pages: 38	Signatures: 4
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Martha Ozonoff
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1416 9th St
	Sacramento, CA 95814
	Martha.Ozonoff@deltaconservancy.ca.gov
	IP Address: 136.200.53.16

## Record Tracking

Status: Original	Holder: Martha Ozonoff	Location: DocuSign
9/22/2020 10:03:52 AM	Martha.Ozonoff@deltaconservancy.ca.gov	

## Signer Events

Signer Events	Signature	Timestamp
Phil Balmat robtyslunder@gmail.com Secretary/Treasurer Security Level: Email, Account Authentication (None)		Sent: 9/22/2020 10:06:34 AM Viewed: 9/22/2020 11:26:55 AM Signed: 9/22/2020 12:58:13 PM
	Signature Adoption: Pre-selected Style Using IP Address: 192.0.15.186	

**Electronic Record and Signature Disclosure:**  
Accepted: 9/22/2020 11:26:55 AM  
ID: 1f3b8911-44e3-4f46-bbbd-148753811c5f

Campbell Ingram Campbell.Ingram@deltaconservancy.ca.gov Executive Officer Delta Conservancy Security Level: Email, Account Authentication (None)		Sent: 9/22/2020 12:58:16 PM Viewed: 9/23/2020 8:44:40 AM Signed: 9/23/2020 8:45:27 AM
	Signature Adoption: Pre-selected Style Using IP Address: 99.103.129.54	

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

## In Person Signer Events

Signature

Timestamp

## Editor Delivery Events

Status

Timestamp

## Agent Delivery Events

Status

Timestamp

## Intermediary Delivery Events

Status

Timestamp

## Certified Delivery Events

Status

Timestamp

## Carbon Copy Events

Status

Timestamp

## Witness Events

Signature

Timestamp

## Notary Events

Signature

Timestamp

## Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	9/22/2020 12:58:16 PM
Certified Delivered	Security Checked	9/23/2020 8:44:40 AM

<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Signing Complete	Security Checked	9/23/2020 8:45:27 AM
Completed	Security Checked	9/23/2020 8:45:27 AM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, California Natural Resources Agency (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact California Natural Resources Agency:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by paper mail, please send correspondence to:

California Natural Resources Agency  
1416 9th St, Room 1311  
Sacramento, CA 95814

### **To advise California Natural Resources Agency of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [dldavis@water.ca.gov](mailto:dldavis@water.ca.gov) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

### **To request paper copies from California Natural Resources Agency**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [don.davis@resources.ca.gov](mailto:don.davis@resources.ca.gov) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with California Natural Resources Agency**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [dldavis@water.ca.gov](mailto:dldavis@water.ca.gov) and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	<ul style="list-style-type: none"><li>• Allow per session cookies</li><li>• Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li></ul>
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\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

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