

**SANTA CLARA VALLEY WATER DISTRICT**

**Safe, Clean Water and Natural Flood Protection Program**

**FY 2016 SAFE, CLEAN WATER PROJECT D3 GRANT**

This FY 2016 Safe, Clean Water Project D3 Grant Agreement (Agreement), effective upon full execution, is entered into by and between the Santa Clara Valley Water District, a California special district (District) and Acterra Stewardship, a fiscally-sponsored project of Acterra: Action for a Healthy Planet, a non-profit 501(c)(3) organization (Grantee). District and Grantee may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement." This Agreement provides for funding to support Grantee's Arastradero Creek Watershed Enhancement Project (Project).

**RECITALS:**

- A. The District's mission is to provide Silicon Valley safe, clean water for a healthy life, environment, and economy.
- B. In November 2012, the voters of Santa Clara County passed Measure B establishing a special tax to fund the Safe, Clean Water and Natural Flood Protection program (Safe, Clean Water).
- C. The Safe, Clean Water Program special tax provides funding for activities consistent with this 2016 Safe, Clean Water Project D3, focused on habitat restoration, providing access to trails and open space, education and outreach.
- D. On August 6, 2015, the Grantee's Board of Directors adopted a Resolution authorizing Grantee's application for Grant Program funding and acceptance of the grant, if awarded, for the Arastradero Creek Watershed Enhancement Project (see Appendix G, Resolution).
- E. Grantee submitted an application to the District for the Project to carry out wildlife habitat restoration and to provide education and outreach.
- F. On December 8, 2015, the District's Board of Directors authorized the District's Chief Executive Officer (CEO), following CEQA compliance, to approve and execute a grant agreement with Grantee to fund the Project in the amount not to exceed \$107,561.
- G. Consistent with application submitted, Grantee has secured funding from Santa Clara Valley Water District in the amount of specified above and any additional funds necessary to complete the Project will be supplied by the Grantee.

The Parties agree to the following terms and conditions:

**Section 1. Special Provisions**

- A. Within the Project Performance Period, Grantee will mention the Project and the District's Safe, Clean Water Program as a funding source in at least one article

published in any newspaper, magazine, e-newsletter or social media that the Grantee issues or submits materials to for publication.

- B. Grantee shall post signs acknowledging the District's participation in the development of the Project and the use of Safe, Clean Water funds, should there be an implementation component. District to provide sign template(s) to Grantee, upon request, for use in Project where feasible.
- C. Grantee shall invite, in writing, members of the District Board to participate in any groundbreaking, opening, or ribbon cutting ceremony associated with the Project. Board members will be given the opportunity to speak if other elected officials have speaking roles.
- D. After Project completion, Grantee will make a presentation to the District's Board or other venues or post Project factsheet and presentation materials at the District's website regarding the Project outcome.

## **Section 2. General Provisions**

### **A. Definitions**

1. Acquisition: to obtain fee title or a lesser interest in real property, including a conservation easement or development rights.
2. Agreement: this contract between the District and the Grantee specifying the payment of funds by the District for the performance of the Project Scope within the Project Performance Period by the Grantee.
3. Application: the 2016 Safe, Clean Water Project D3 Grant Program application and accompanying attachments submitted to the District for the District's Grant Program.
4. Development: The creation, by construction of or addition to existing facilities, of new watershed activities at the Project site.
5. District: Santa Clara Valley Water District.
6. Grant Program: 2016 Safe, Clean Water Project D3 Grant Program.
7. Project: Grantee's Project as described in Appendix A, Project Scope, approved for a grant award by the District's Board.
8. Project Completion: Project completion per requirements stated in Section 2. General Provisions, G. Project Completion.
9. Project Grant Amount: The amount of Grant funds allocated by the District's Board to Grantee for the Project.
10. Project Performance Period: The Project period commencing with full execution of this Agreement by both Parties and expiring as stated in Section 2. General Provisions, H. Agreement Term.

11. Property: The real property described in Appendix A, Project Scope, for acquisition or development with the Project.
12. Safe, Clean Water: The District's Safe, Clean Water and Natural Flood Protection Program special tax approved by Santa Clara County voters in November 2012.
13. Total Project Cost: The full cost of the Project, including funds from all funding sources, as identified in Appendix C, Project Budget.

**B. Project Execution**

1. District hereby grants to Grantee the Project Grant Amount, in consideration of, and on condition that, the sum be expended for the sole purpose of carrying out the objectives as set forth in the Project as identified in Appendix A, Project Scope, consistent with the terms and conditions set forth in this Agreement.
2. Grantee is responsible for securing all other necessary funds to accomplish the Project. Any significant modification or alteration to the Project Scope is subject to prior consideration and approval by the District. Such a request must be submitted in writing to the District Contact, per Section 4. Miscellaneous Provisions, A. Miscellaneous Provisions, Item 5 of this Agreement. District's disbursement of Grant funds is dependent on District approval of changes the District deems are significant.
3. Grantee will complete the Project in accordance with Appendix A, Project Scope, Appendix B, Project Schedule, and Appendix C, Project Budget.
4. Project Scope, Project Schedule and Project Budget may only be adjusted pursuant to a written amendment to this Agreement, signed by both Grantee and District in advance of such adjustment. Project Schedule adjustments that do not impact the expiration date of this Agreement and Project Budget adjustments with 10% of each task that does not impact the total amount specified may be approved by District Project Manager without a formal amendment to this Agreement.
5. Grantee must comply with all applicable federal, state, and local codes, statutes, laws, regulations, and ordinances, including, but not limited to, financial requirements, legal requirements for construction contracts, building codes, health and safety codes, laws and codes pertaining to individuals with disabilities; and Guidelines and Standards for Land Use Near Streams and other appropriate plans. If the Grantee is a public agency, the Grantee will be the lead agency for purpose of complying with the California Environmental Quality Act (CEQA). In that case, the Grantee shall complete the CEQA review process and submit required documentation to the District prior to the District disbursing any grant funds. The required CEQA documentation must include one of the following: a notice of exemption filed with the County Clerk in the case of an exempted project, or otherwise an environmental impact report, mitigated negative declaration or negative declaration along with a copy of the notice of determination filed with the County Clerk. Grantee shall fulfill all the lead agency responsibilities, including consultation with the District and any other applicable responsible agencies. The disbursing of grant funds is contingent on the District

completing CEQA review, if required, as a responsible agency. If the Grantee is a non-profit entity, the District will be the lead agency for purposes of CEQA. The District may request that the Grantee provide environmental information about the project to assist the District's CEQA review. The disbursing of the grant funds is contingent upon District's completion of the CEQA review. For projects subject to CEQA review, the District has not committed to a definite course of action by executing this Agreement and is not limited in any way in exercising any discretion with respect to the Project, including but not limited to (i) considering other feasible alternatives and mitigation measures to avoid or minimize Project impacts, (ii) requiring Grantee to make such modifications deemed necessary to reduce Project impacts, or (iii) determining not to proceed with one or more component of the Project.

6. Grantee must secure (1) fee title, (2) leasehold, (3) other real property interest, (4) permit for site access, or (5) property owner's agreement for site access to the Project lands as necessary for performance of this Agreement.
7. Grantee must enter into a Joint Use Agreement for Use of any District property prior to execution of this Grant Agreement, or prior to reimbursement of grants funds for this Project, at District's discretion. However, nothing shall alter any preexisting right the Grantee may have.
8. Grantee must provide metadata for spatial data required for identifying the location and alignment of the project site per District's Geographical Information System data standards.

C. *Project Administration/Reporting Requirements*

1. Grantee shall provide written quarterly reports (on a fiscal year schedule), using the District's standard form presented in Appendix F, Status Report Form. Reports will be completed and submitted in conjunction with invoicing (Appendix D, Project Invoice) as appropriate. Status reports shall include an update per task as included in Appendix A, Project Scope.
2. Grantee shall provide one hard copy and one electronic version of items listed in Section 2. General Provisions, G. Project Completion.
3. All reports submitted to the District must include the following certification page signed by an officer of Grantee's organization:

*"I certify, under penalty of perjury under the laws of the State of California, that the Quarterly/Monthly Status Report and all attachments, signed on the date below, on behalf of Grantee, were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the loss of the current and future Grant Funding."*

4. Quarterly or final reporting will end with submittal of Project Completion packet (see Section 2. General Provisions, G. Project Completion).

*D. Termination of the Agreement*

1. Grantee may unilaterally terminate this Agreement at any time prior to District disbursement of Grant Program funds by providing 30 days written notice to District.
2. Failure by Grantee to comply with the terms of this Agreement may be cause for suspension or termination of funding by the District. Additionally, in the event of failure to complete Project, Grantee may be required to repay District for funds received, including interest earned at the District's pooled portfolio monthly interest yield corresponding to the month(s) the funds were due to the District.

*E. Indemnification*

1. Notwithstanding any other provision of this Agreement, Grantee agrees to defend, hold harmless and indemnify District, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs, reasonable attorney fees, and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real, or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, to the extent any of Liabilities arise out of, pertain to, or relate to the Grantee's performance of this Agreement or obligations stated herein, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to person or damage to property to the extent arising from the negligence or willful misconduct of District. The foregoing does not limit any strict liability imposed onto the Grantee by Law. The rights, duties, and obligations of the Parties as set forth above in this Section E. Indemnification, survive completion, termination, expiration, and suspension of this Agreement.

*F. Nondiscrimination*

1. The District is an equal opportunity employer and requires its Grantees to have and adhere to a policy of equal opportunity and non-discrimination. In the performance of the Agreement, the Grantee will comply with all applicable federal, state, local laws and regulations, and will not discriminate against any subcontractor, employee, or applicant for employment, in the recruitment, hiring, employment, utilization, promotion, classification or reclassification, transfer, recruitment advertising, evaluation, treatment, demotion, layoff, termination, rates of pay or other forms of compensation, and selection for professional development training (including apprenticeship), or against any other person, on the basis of sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), race, religion, color, national origin (including language use restrictions), ancestry, religious creed

(including religious dress and grooming practices, political affiliation, disability (mental and physical, including HIV or AIDS), medical condition (cancer and genetic characteristics), genetic information, marital status, parental status, gender, age (40 and over), pregnancy, military and veteran status, sexual orientation, gender identity and gender expression, the exercise of family and medical care leave, the exercise of pregnancy disability leave, or the request, exercise, or need for reasonable accommodation.

2. Compliance with Applicable Equal Opportunity Laws. The Grantee's policy must conform with applicable state and federal guidelines including the Federal Equal Opportunity Clause, "Section 60-1.4 of Title 41, Part 60 of the Code of Federal Regulations," Title VII of the Civil Rights Act of 1964 as amended; the American's with Disabilities Act of 1990; the Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code Section 12900 et. Seq.); California Labor Code Sections 1101 and 1102.
3. Public Access to Completed Project. Project will be open to members of the public generally during hours specified by the Grantee, except as noted in the Special Provisions of this Agreement, pursuant to provisions of the enabling legislation and/or Program, or any joint use agreement with the District.

G. *Project Completion*

1. After Grantee completes the Project by meeting all requirements stated in Appendix A, Project Scope, Grantee must submit the Project Completion packet detailed in a. -f. below to the District Contact and it must include:
  - a. Final Payment Request Form (Appendix E).
  - b. Final Invoice (Appendix D).
  - c. Final Status Report Form (Appendix F), including documentation of accomplishments.
  - d. Notice of Completion for public works construction projects.
  - e. Written communication from Grantee stating that Project is complete, including list of tasks completed and signature by authorized representative.
  - f. Presentation to the Board of Directors on completed Project. District will provide Grantee with approximate Board presentation date prior to expiration of the Agreement Term. Alternatively, District may require a final report which includes a presentation file and a factsheet be posted at Grantee's or District's website.
2. District conducts final on-site Project inspection as deemed necessary.
3. District processes Grantee's invoice for final payment.

*H. Agreement Term*

1. The term of this Agreement commences upon full execution by the Parties. Approval of this Agreement by both Parties is necessary for any disbursement of Grant funds. This Agreement expires upon the earliest of: Project Completion in accordance with Section 2. General Provisions, G. Project Completion; or June 30, 2019.

*I. Insurance Provisions*

- 1. During the entire term of the Agreement, Grantee must maintain the insurance coverages described in Appendix H. Insurance Requirements.

**Section 3. Financial Provisions**

*A. Accounting and Audit Requirements*

1. Grantee must maintain an accounting system that accurately reflects fiscal transactions, with the necessary controls and safeguards. Grantee should provide clear audit trails, especially the source of original documents such as, but not limited to, receipts, progress payments, invoices, time cards, etc. **AVOID AUDIT EXCEPTIONS—KEEP ACCURATE RECORDS.**
2. Grantee agrees that District, or its agent, has the right to review, obtain, and copy all records pertaining to performance of this Agreement. Grantee agrees to provide District, or its agent, with any relevant information requested and will permit District, or its agent, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting or copying books, records, accounts, computerized records, and other materials that may be relevant to the matter under investigation for the purpose of determining compliance with this Agreement. Grantee further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.
3. Grantee's detailed budget is included as Appendix C, Project Budget and is consistent with Grantee's Project Proposal. The Project Budget will be used by District as the basis for evaluating Grantee's invoices for Grant funds. In cases where invoices are inconsistent with the Project Budget, invoices must either be revised for consistency or an amendment to this Agreement may be necessary to align the Project Budget with the actual reimbursable expenditures for the Project.
4. Grantee must document its eligibility for award and receipt of Safe, Clean Water Grant Funds by verifying it is not included in any current Federal List of Parties Excluded from Federal Procurement or Non-procurement Programs. Exclusion of Grantee from this list, verified at <http://www.doi.gov/ofccp/regs/compliance/preaward/debarlist.htm>, demonstrates the Grantee's good status regarding suspension and debarment and eligibility for Grant Program funds.
5. Grantee is responsible for repayment to District of any disallowed cost. Disallowed costs may be identified through audits, monitoring, or other sources

of information that become available to the District after the District has satisfied an invoice from Grantee and disbursed Safe, Clean Water Grant funds.

6. Construction costs are deemed "reasonable" if obtained by competitive bidding, or by other legal means as demonstrated by either Party.

*B. Eligible Costs*

Total Project Grant Amount is not-to-exceed that amount identified in Recitals, Item G. and will be disbursed to Grantee according to the terms and conditions as stated in Section 3. Financial Provisions, C. Payment Request Process and D. Invoicing.

1. Only Project-related costs incurred during the Project Performance Period, excluding costs incurred prior to and during preparation of the Grant application, specified in this Agreement are eligible for reimbursement. All such costs must be supported by appropriate documentation, including but not limited to subcontractor invoices and receipts (see Appendix D. Project Invoice).
2. Personnel or Employee Services—Services of the Grantee's employees engaged in Project execution are eligible costs. These direct labor costs must be computed according to the Grantee's prevailing wage or salary scales and may include fringe benefit costs such as vacation, sick leave and social security contributions that are customarily charged to the Grantee's various projects for which the Grantee has submitted a Benefit Rate Calculation to the District. Indirect overhead is limited to 10% of Salary plus Benefits. Costs charged to the Project must be computed on actual time spent on a project, and supported by time and attendance records describing the work performed on the Project. Benefit rates shall be limited to no more than 20% of labor rates. Overtime costs may be allowed under the Grantee's established policy; provided that the regular work time was devoted to the same project.
3. Salaries and wages claimed for employees working on grant-funded projects must not exceed the Grantee's established rates for similar positions.
4. Project costs for non-construction tasks are limited to 20% of District contribution to Total Project Cost, for projects that include a construction task.
5. Consultant Services—The costs of consultant services necessary for the Project are eligible. Consultants must be paid by the customary or established method and rate of the Grantee. No consultant fee may be paid to the Grantee's own employees.
6. Construction Equipment—Equipment owned by Grantee may be charged to the Project for each use. Equipment use charges must be made in accordance with the Grantee's normal accounting practices. The equipment rental rates published by the California Department of Transportation may be used as a guide.
  - a. If the Grantee's equipment is used, a report or source document must describe the work performed, indicate the hours used and relate the use to the Project.

- b. The purchase of equipment with Grant funds is not permissible.
- 7. Construction Supplies and Materials—Supplies and materials may be purchased for a specific project or may be drawn from a central stock, provided they are claimed at a cost no higher than that paid by the grant recipient. Supplies and materials purchased for the construction of a piece of equipment, a structure or a part of a structure may be charged to the Project. If charged, only that cost incurred during the Project performance period and attributed to the Project may be claimed.
- 8. Signs and Interpretive Aids—The cost of signs, display boards, or other minor interpretive aids relating to the Project are eligible.
- 9. Construction—The costs of all necessary construction activities, from site preparation (including demolition, excavation, grading, etc.) to the completion of a structure or facility are eligible.
- 10. Acquisition—Costs of acquiring real property interests are eligible and may include the purchase price of the property, appraisals, surveys, preliminary title reports, escrow fees, title insurance fees.
- 11. Relocation Costs—Relocation costs are allowable for projects that result in displacement of any person and/or business. The Grantee must comply with all federal and local laws, as well as the requirements of the State Relocation Act (Chapter 16 Government Code, Section 7260 et seq.), if applicable, even if relocation costs are not claimed for reimbursement.
- 12. Other Expenditures—In addition to the major categories of expenditures, reimbursements may be made for miscellaneous costs necessary for execution of the Project. Examples of such costs include:
  - a. Postage; and
  - b. Transportation costs for moving equipment and/or personnel.

*C. Payment Request Process*

This Grant Agreement is based on a reimbursement model with specific details as noted below.

- 1. Grantee may submit multiple Payment Request Forms as necessary, but not more often than monthly.
- 2. After Grantee completes the Project, Grantee submits the Project Completion Packet (see Section 2. General Provisions, G. Project Completion) and the Payment Request Form (Appendix E) for the final payment.

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PAYMENT REQUEST PROCESS		
PAYMENT TYPE	WHEN TO SUBMIT IT	SUPPORTING DOCUMENTATION TO SEND TO PROJECT OFFICER
Payment Request Reimbursement (up to 90% of the total Project Grant Amount)	Once Grantee can provide evidence to show significant progress toward completing Project tasks.	<ul style="list-style-type: none"> <li>• Payment Request Form (Appendix E)</li> <li>• Invoice Form (Appendix D)</li> <li>• Status Report Form (Appendix F)</li> <li>• For direct expenses, copies of invoices with all attachments shall be submitted</li> <li>• For labor costs, copies of Timesheets shall be submitted</li> <li>• For Benefits Costs, a Benefits Rate Calculation will be submitted</li> <li>• Documentation of accomplishments (i.e., draft and final plans, designs, etc.)</li> </ul>
Final (10%)	After Grantee has completed the Project	<ul style="list-style-type: none"> <li>• Project Completion packet (see Section 2. General Provisions, G. Project Completion)</li> </ul>

**D. Invoicing**

1. The Project Invoice (Appendix D) and Status Report Form (Appendix F) shall accompany the Payment Request Form (Appendix E) and shall incorporate Grantee name and remittance address, a description/itemization of goods or services, dollar amount of goods or services, invoice date and number, and Agreement number. Work performed shall be determined on a per task basis as outlined in the Project Scope (Appendix A) and Project Schedule (Appendix B). All requests for reimbursements will be accompanied by materials providing evidence of significant Project progress accomplishments commensurate with level of reimbursement requested.
2. District will review Grantee's invoice within ten working days from receipt and advise Grantee of any disputed items. District will review and approve undisputed invoices within ten working days from receipt and issue payment within forty-five calendar days from receipt. District will pay invoices within forty-five calendar days from date invoice is approved by District's Project Manager.
3. Grantee's invoice must include invoices from subcontractors documenting task, task budget, percentage complete, prior billing if any, current billing, and total billed. Documentation supporting Grantee's invoice(s) must document work performed consistent with the frequency of Grantee's invoices to District.

**Section 4. Miscellaneous Provisions**

**A. Miscellaneous Provisions**

1. Grantee's waiver of any term, condition, covenant, or breach of any term, condition or covenant shall not be construed as a waiver of any other term, condition, or covenant or breach by any other term, condition or covenant.
2. This Agreement contains the entire Agreement between District and Grantee relating to the Project. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

3. This Agreement shall be governed and construed in accordance with the laws of the State of California.
4. This Agreement may be executed in counterparts and will be binding as executed.
5. Grantee's request(s) for minor modification(s) to the Project Scope, Project Schedule, or Project Budget must be submitted in writing, prior to the expiration of this Agreement, and will be considered for approval by the District's executive management responsible for the Safe, Clean Water Grant Program provided:
  - a. The Grant award by the District's Board did not impose a restriction on such revisions; and
  - b. No additional Grant funds are requested. All such requests will be considered by the District's executive management responsible for the Safe, Clean Water Grant Program.
6. Revisions to the Project Scope, Project Schedule, or Project Budget are subject to review and prior approval of the District.
7. An extension to the term of this Agreement for a period up to twelve (12) months beyond the current expiration date may be approved by District. Requests for term extensions must be submitted in writing and received no later than sixty (60) calendar days prior to the expiration of this Agreement. Grantee must submit sufficient documentation in support of its request to enable the District's executive management to evaluate Grantee's request. The District's executive management will consider criteria such as the following:
  - a. The amount of Grant funds not yet disbursed to Grantee;
  - b. Grantee's progress in completing the Project Scope and the reasons supporting any delays;
  - c. Whether Grantee has the dedicated human and financial resources to continue to complete the Project Scope during the extension period; and
  - d. Whether such extension is in the best interest of the District.
8. If approved by District, an amendment to this Agreement, extending its Term, must be executed in full prior to the original expiration date as stated in Section 2. General Provisions, H. Agreement Term. If this Agreement is not extended prior to its expiration, any unexpended Grant funds will be retained by the District and unavailable to the Grantee for the Project.
9. All Appendices, A (Project Scope), B (Project Schedule), C (Project Budget), D (Project Invoice), E (Payment Request Form), F (Status Report Form), G (Resolution), and H (Insurance Requirements) are hereby incorporated herein by this reference and made a part hereof, as though set forth in full.
10. Severability—if any provision of this Agreement is held invalid, that invalidity shall not affect other provisions of the Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.
11. Survival—Section 3. Financial Provisions, B. Eligible Costs, C. Payment Request Process, and D. Invoicing, shall survive termination or expiration of this

Agreement such that any Eligible Costs incurred during the Project Performance Period may be invoiced by Grantee and paid by the District provided invoices, including final invoice, are submitted prior to the expiration date of this Agreement as stated in Section 2. General Provisions, H. Agreement Term.

**B. Notices**

All notices and other communication required or permitted to be given under this Agreement shall be in writing and shall be personally serviced or mailed, postage prepaid and return receipt requested, addressed to the respective parties as follows:

<p>To SCVWD: Liang Lee Deputy Operating Officer Watershed Stewardship Division Santa Clara Valley Water District 5750 Almaden Expressway San Jose, CA 95118-3686 E-mail: llee@valleywater.org</p>	<p>To Grantee: Alexandra Von Feldt Stewardship Director Acterra Stewardship, a fiscally-sponsored project of Acterra: Action for a Healthy Planet 3921 East Bayshore Road Palo Alto, CA 94303 Phone: (650) 962-9876 x315 E-mail: alexv@acterra.org</p>
<p>Contact: Sarah Young Senior Project Manager Santa Clara Valley Water District 5750 Almaden Expressway San Jose, CA 95118 Phone: (408) 630-2468 E-mail: syoung@valleywater.org</p>	<p>Grantee Contact: Junko Bryant Assistant Director Acterra Stewardship 3921 East Bayshore Road Palo Alto, CA 94303 Phone: (408) 857-6781 E-mail: junkob@acterra.org</p>

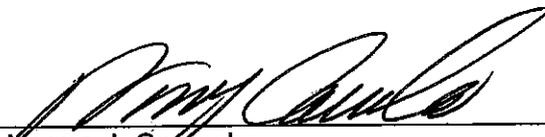
Acterra Stewardship, a fiscally-sponsored project of Acterra: Action for a Healthy Planet

Date: May 16, 2016

By:   
Alexandra Von Feldt  
Stewardship Director

SANTA CLARA VALLEY WATER DISTRICT

Date: 6/14/16

By:   
Norma J. Camacho  
Interim Chief Executive Officer

## APPENDIX A PROJECT SCOPE

This project will install 2,000 linear feet of swale-and-berm structures on contour in the basin feeding Arastradero Creek, and low step structures to raise the groundwater table; remove invasive plant species along 1,000 linear feet of Arastradero Creek and plant a diversity of native species in their place to increase native vegetation and support wildlife.

### 1. Site Location and Maps

The project location is along Arastradero Creek in the 622-acre Pearson-Arastradero Preserve, located in the foothills of the City of Palo Alto. Arastradero Creek is an intermittent stream with headwaters in the Pearson-Arastradero Preserve, which is owned and managed by the City of Palo Alto. Acterra Stewardship has been stewarding the park through an agreement with the City, involving thousands of local community members and youth since 1998.

The specific project area is the creek corridor and drainage area above the project segment. As shown in Figure 2, the project includes approximately 1,000 feet along Arastradero Creek starting 300 feet above the confluence of Mayfly and Arastradero Creeks, extending upstream to the Juan Bautista de Anza Trail crossing. The project will also work in the drainage area to the north of this creek segment, depicted in Figure 2, which extends past the intersection of the Portola Pastures and Meadowlark Trails. The entire project area is easily accessible from public trails. The preserve is open to the public during daylight hours.

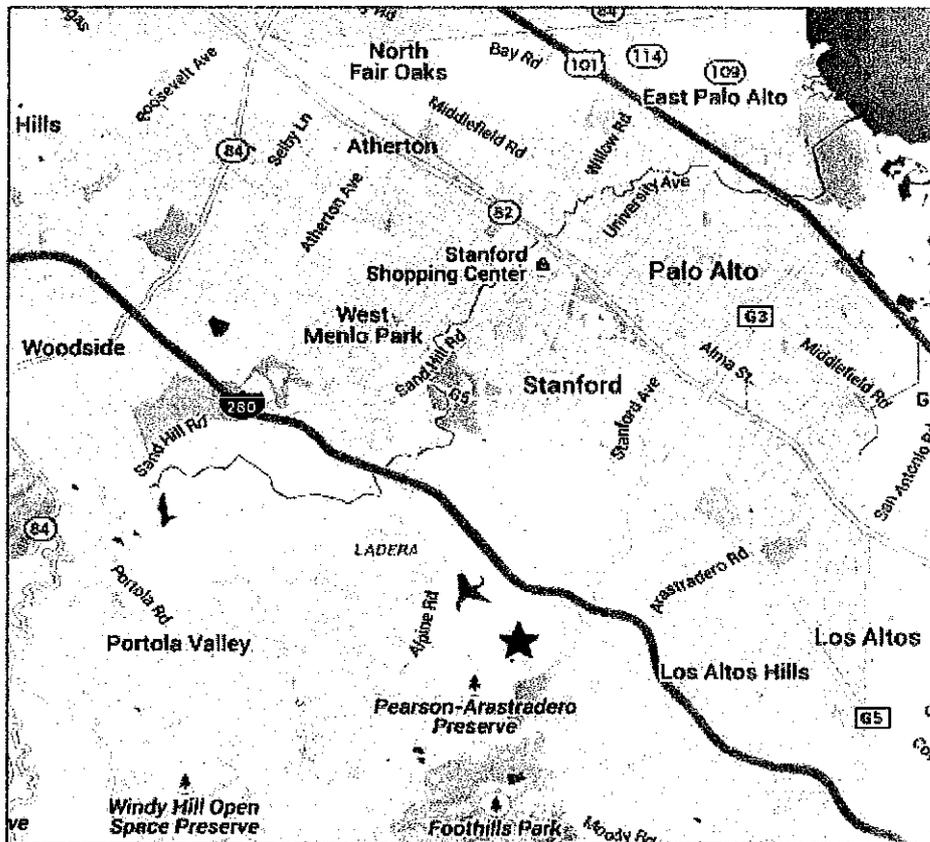
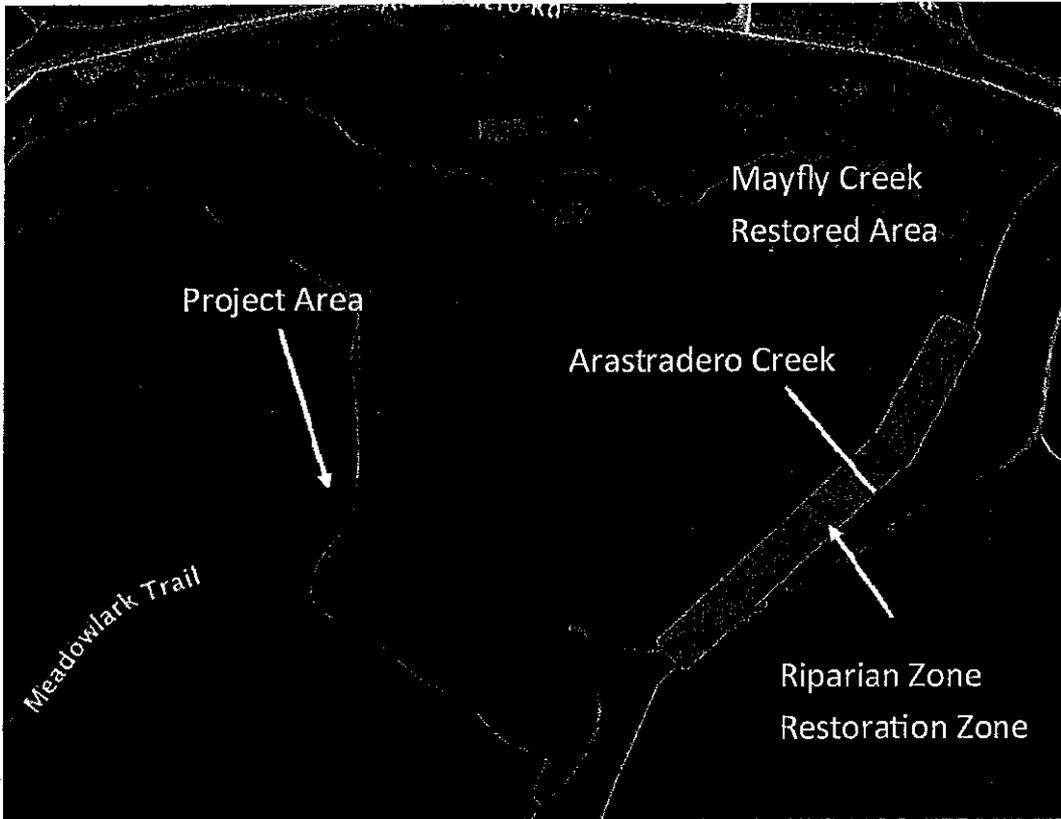
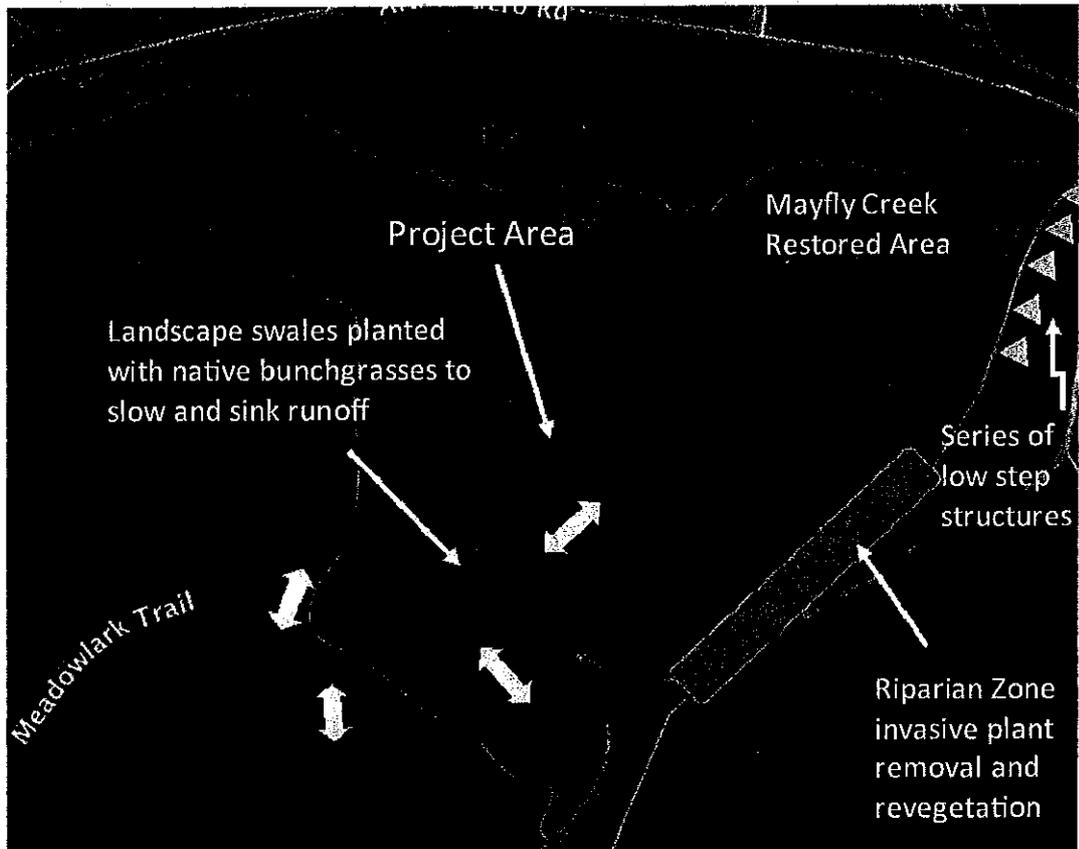


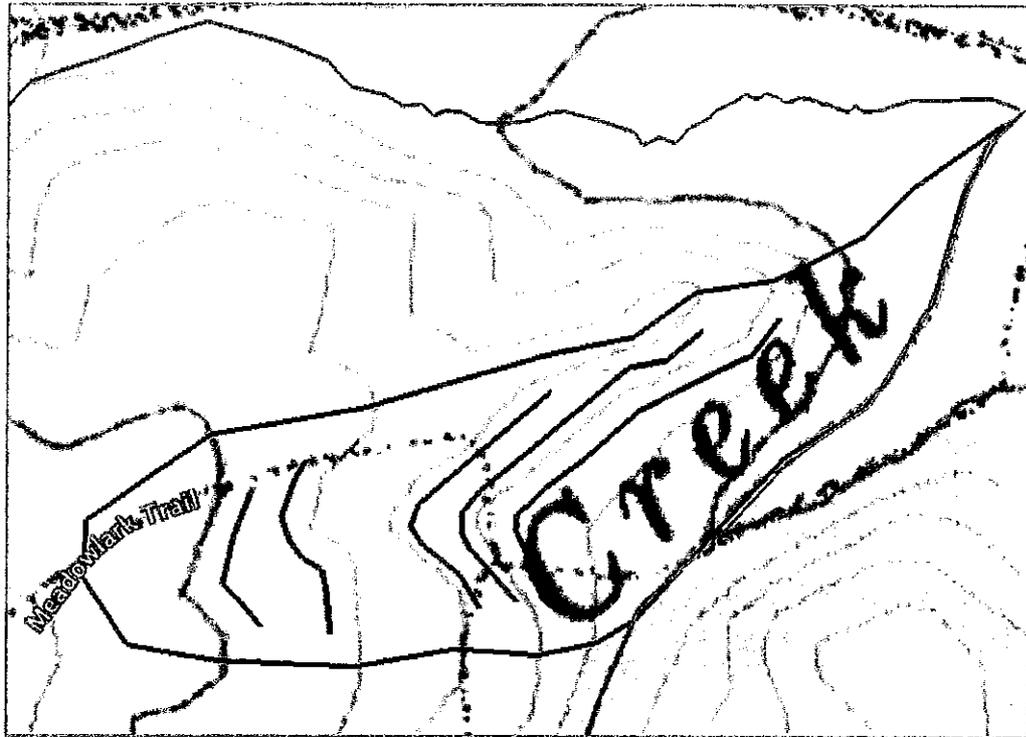
FIGURE 1: REGIONAL LOCATION



**FIGURE 2: SITE MAP**



**FIGURE 3: CONCEPTUAL SITE PLAN**



**FIGURE 4: PROJECT AREA AND CONCEPTUAL SWALES ON USGS TOPOGRAPHIC MAP**

## **2. Measurable outcomes or project benefits**

- Restore native habitat along 1,000 linear feet of Arastradero Creek, targeting removal of dense stands of Italian thistle (*Carduus pycnocephalus*) and black mustard (*Brassica nigra*) on the top-of-bank area, and establishing a diversity of native plants in its place.
- Install 2,000 feet of swale/berm structures along contour across the sub-basin feeding Arastradero Creek (see Figure 3: Conceptual Site Plan). Under average rainfall of 15 inches per year, the system should be capable of capturing at least 300,000 gallons of runoff per year, thus reducing surface runoff into Arastradero Creek and increasing groundwater recharge. Surface runoff that is captured above the Meadowlark Trail will also reduce erosion associated with the dirt trail.
- Install series of 3-5 small, permeable step structures using live cuttings (e.g. willow and dogwood) at the lower end of the creek near its confluence with Mayfly Creek in order to incrementally raise the water table. Sections of the confluence zone have already been restored with natives that would benefit from a prolonged wet season.

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### 3. Project tasks, including deliverables and milestones

#### Task 1 – Project Administration, Public Outreach, and Permitting

Deliverables	Milestones (Success Measures)
CEQA Notice of Exemption filed and required permits submitted	CEQA compliance and notification of other agencies (Department of Fish and Wildlife, Regional Water Quality Control Board) completed in time to begin on-the-ground work in fall/winter 2016.
Quarterly status reports and invoices, including final project report and presentation to the Board.	Year 1: 4 quarterly invoices/status reports Year 2: 4 quarterly invoices/status reports Year 3: 3 quarterly invoices/status reports, including final project report and presentation to Board

#### Task 2 – Invasive Plant Removal and Revegetation

Deliverables	Milestones (Success Measures)
1,000 linear feet of creek bank cleared of invasive plant species	Year 1: 300 linear feet of invasives cleared and replanted along Arastradero Creek (5 volunteer workdays) Year 2: 700 linear feet of invasives cleared and replanted along Arastradero Creek; sections cleared in year 1 revisited. (10 volunteer workdays) Year 3: Sections completed in years 1 & 2 revisited. (4 volunteer workdays)
Mowing of target areas	Years 2 and 3: Mowing in spring/summer
1,000 native plants installed	Year 1: 2 volunteer workdays (300 plants) Year 2: 4 volunteer workdays (500 plants) Year 3: 2 volunteer workdays (200 plants, infill)

#### Task 3 – Swale-and Berm Installation

Deliverables	Milestones (Success Measures)
2,000 linear feet of swale-and-berm structures installed	Year 1: 1,000 feet installed Year 2: 1,000 feet installed
1,500-2,000 bunchgrasses and forbs installed in swales	Year 1: 800 bunchgrasses/forbs planted Year 2: 800 bunchgrasses/forbs planted Year 3: 400 bunchgrasses/forbs planted

#### Task 4 – Step Installation

Deliverables	Milestones (Success Measures)
Final design specifications for step structures	Finalize design (summer 2016)
Series of 3-5 step structures installed	Year 1: Install step structures (fall 2016) Years 2 & 3: Maintenance/repairs as needed

#### Task 5 – Monitoring and Maintenance

Deliverables	Milestones (Success Measures)
Photomonitoring (series of before/after photos)	Year 1: Pre-project baseline photos collected Ongoing: Quarterly photomonitoring of active sites
Pre- and post-project vegetation survey report	Year 1: Pre-project survey Year 3: Post-project survey
Pre- and post-project channel geometry survey report	Year 1: Pre-project survey Year 3: Post-project survey
1,000 linear feet of restoration area, 2,000 feet of swale-and-berm structures, and step structures maintained	All project elements maintained.

#### 4. Existing Agreements

Acterra has agreements - none of which affect this project - with the District for the following projects:

- McClellan Ranch Preserve Meadow Enhancement Project – Cupertino, habitat restoration, \$164,200, 50% complete, funding expires June 30, 2017.
- Lower Peninsula Healthy Creeks Project – Lower Peninsula, pollution prevention, \$68,600, 75% complete, funding expires June 30, 2017.
- Foothills Park Riparian Enhancement Project – Palo Alto, habitat restoration, \$126,300, 50% complete, funding expires June 30, 2017.

#### 5. Project Team

The Grantee will ensure changes in team members will not affect the deliverables and the cost for the project. Such changes in team members will be reported in progress reports along with payment requests.

#### **Alex Von Feldt, Stewardship Program Director**

*Alex will oversee all aspects of project management and execution.* Alex joined Acterra in 2010 after serving on the Board of Directors. She has years of experience in community organization and local government. Alex fundraised for and helped execute a creek restoration project that leveraged

volunteers along with third party contractors. She is currently on the town of Portola Valley's Planning Commission and has participated in several conservation-related projects for the Town. She has also worked with agencies in East Palo Alto on family and education programs. Alex is an experienced project manager in the fields of business consulting and software development. Alex has a degree in Industrial Engineering from Cal Poly, San Luis Obispo.

**Junko Bryant, Assistant Director**

*Junko, along with Alex Von Feldt, will oversee project organization and management.* Junko joined Acterra in fall 2009 to launch Acterra's new restoration program at the Redwood Grove Nature Preserve in Los Altos. She has 10 years of experience bringing community members together around resource management issues. As a watershed coordinator at the Contra Costa Resource Conservation District, Junko launched a community-based watershed planning and education program for the Kirker Creek Watershed and started a countywide watershed signage program. She also worked with the Urban Creeks Council on numerous watershed management and stream restoration projects throughout the East Bay. Junko holds a Bachelor of Science degree in Earth Systems from Stanford University and a Master of Regional Planning from UNC-Chapel Hill.

**Avi Starr-Glass, Project Manager**

*Avi will manage community outreach, stewardship and educational activities, site maintenance, monitoring, evaluation, and reporting.* Avi joined Acterra in 2014 as the Project Manager at Pearson-Arastradero Preserve. Avi graduated from Sonoma State University with a double major in Environmental Studies and Business Administration. While studying for his degrees, Avi participated in several ecology-based scientific studies, interned at a habitat restoration organization, and volunteered for various environmental efforts. Avi is passionate about utilizing education to raise public appreciation for the natural world.

**Paul Heiple, Botanist**

*Paul will assist in vegetation surveys, serve as a technical advisor for revegetation and invasive plant management, and work with community volunteers to carry out the project.* Paul is a naturalist, interested in all aspects of science in the natural world. He is currently the California Native Plant Society Santa Clara Valley Chapter treasurer, Co-chair of the San Mateo County Weed Management Area, chair of the Portola Valley Conservation Committee, head Friday weeder at Edgewood County Park and an associate at Jasper Ridge where he works in the herbarium. Outside the world of plants, Paul is a geologist by training. He worked for Getty Oil Company exploring for oil in the Williston Basin of North Dakota.

**Claire Elliott, Senior Ecologist**

*Claire will support the project's public outreach and educational activities, and serve as a technical advisor.* Claire has been with Acterra since 2006 and works on a wide variety of restoration, watershed and urban ecology projects. Claire has worked 30 years in the environmental field. As an engineer with the USEPA, her efforts resulted in significant reductions in water pollution from Phoenix-area industries and helped to restore native fish populations in the Hassayampa River in Arizona. As a consultant, Claire worked several years on storm water issues for local governments. Claire worked elsewhere in the non-profit field and wrote pollution prevention procedures for coffee processors in Nicaragua and was an environmental educator at Hidden Villa. Claire has a B.S. in biology from Cal Poly, San Luis Obispo, one year of freshwater ecology studies at the University of Uppsala, Sweden, and an MS in Environmental Engineering and Science from Stanford University.

**Deanna Giuliano, Native Plant Nursery Director**

*Deanna will assist in vegetation surveys, oversee native seed collection and propagation, and advise on plant palette selection and appropriate planting techniques.* Prior to joining Acterra in 2006, Deanna worked for three years at the UCSC Arboretums native garden doing propagation, wild seed collecting, curator duties, plant surveys along with a map using GPS and GIS technology, and garden maintenance. Deanna also worked for Central Coast Wilds for three years as their seed collections

curator and assistant manager. She managed rare plant surveys of Port Ord. and worked for the San Francisquito Watershed Council for 2 years as a restoration specialist and seed curator. Deanna has an AS in Horticulture from Cabrillo College and a BA in Environmental Studies combined with Biology from the University of California Santa Cruz.

## **6. Project operation and maintenance**

Acterra Stewardship carry out all of the proposed operation and maintenance activities through its annual contract with the City of Palo Alto to conduct stewardship services and outreach activities at the Pearson-Arastradero Preserve. Acterra Stewardship has been working with the City of Palo Alto at this site since 1998; this contract is renewable on an annual basis.

## **7. Plans for Project monitoring or change management (where applicable)**

To monitor project effectiveness, Acterra Stewardship will conduct 1) photomonitoring of target species and workdays, and 2) pre- and post-surveys of vegetation in the project area; and 3) pre- and post-project channel geometry surveys. This will help us to document before/after conditions and assess our progress and impact over time.

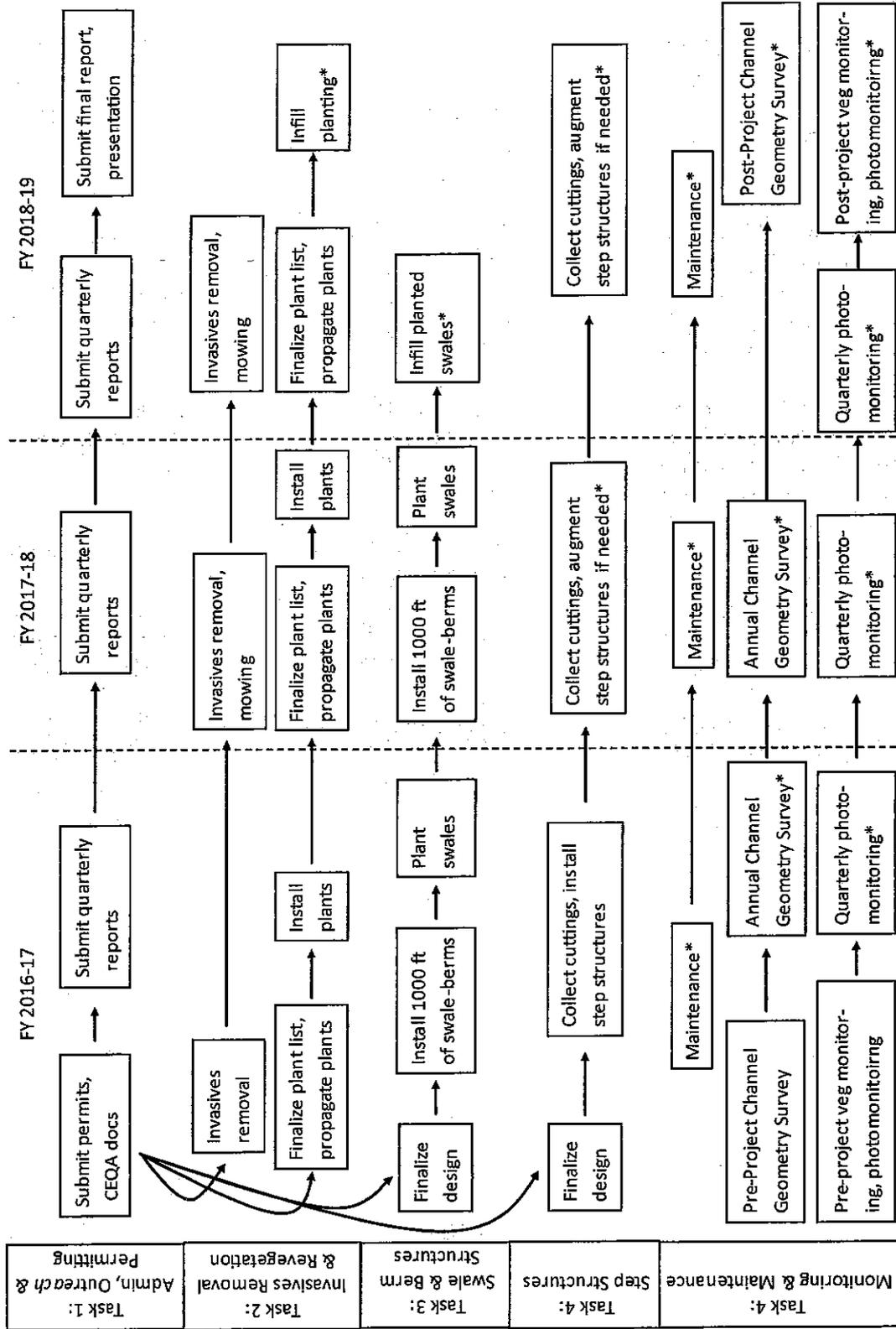
In addition, Acterra Stewardship will track workday participation and deliverables. For each community work session that takes place, we will track the date, project area focus, duration, activities, number of volunteers involved, specific deliverables associated with each workday (e.g. number of plants installed, invasive species targeted, etc.), and volunteer data.

Internally, Acterra's Stewardship Program Director meets at least monthly with Project Managers to monitor progress and troubleshoot implementation challenges. Quarterly status reporting to the Santa Clara Valley Water District also provides an opportunity to ensure that the project is moving forward on schedule. These accountability measures will ensure that project partners/funders have the opportunity to monitor progress and keep abreast of any pertinent implementation issues that arise.

(The remainder of the page intentionally left blank.)

8. Other information as appropriate

**Arastradero Creek Watershed Enhancement Project: Critical Path**



**APPENDIX B  
PROJECT SCHEDULE**

Any changes in project schedule will be reported in the progress reports, as long as the changes do not extend beyond the expiration date. Estimated schedule is shown below:

Task #, Description		Performance measures	Milestones and Deliverables	Start and End Dates
1	Administration, Outreach and Permitting	<ul style="list-style-type: none"> <li>Permits submitted and received</li> <li>Project on schedule</li> <li>Number of volunteers, list of community groups engaged</li> </ul>	<ul style="list-style-type: none"> <li>Year 1: 4 quarterly status reports</li> <li>Year 2: 4 quarterly status reports</li> <li>Year 3: 3 Quarterly status reports and final report; presentation to SCVWD</li> </ul> <p><i>Reports to include volunteer statistics and media outreach.</i></p>	<p>July 2016 – June 2019 (ongoing)</p> <p><i>Final report and presentation by May 2019.</i></p>
2	Invasives Removal and Revegetation	<ul style="list-style-type: none"> <li>Linear feet of riparian area cleared of invasives</li> <li>Linear feet of riparian area planted with natives and number of plants installed.</li> <li>Square feet of annual grasses mowed per year</li> <li>Change in percent cover of native vs. nonnative species along creek</li> </ul>	<ul style="list-style-type: none"> <li>Year 1: Plant list finalized (June 2019); 300 linear feet of invasives cleared and replanted along Arastradero Creek</li> <li>Year 2: 700 feet of invasives cleared and replanted along Arastradero Creek</li> <li>Year 3: Sections completed in years 1 &amp; 2 are recleared.</li> </ul> <p><i>Total of 1,000 plants installed along Arastradero Creek</i></p>	<p>Invasives clearing to be conducted in spring and summer (ongoing, July 2016 – June 2019)</p> <p>Planting will be done in the fall/winter months December 2016 – February 2019)</p>
3	Swale-and-Berm Structures	<ul style="list-style-type: none"> <li>2,000 linear feet of swale-berm structures installed and planted with native bunchgrasses and forbs</li> </ul>	<ul style="list-style-type: none"> <li>Year 1: 1,000 linear feet installed and planted</li> <li>Year 2: 1,000 linear feet installed and planted</li> <li>Year 3: Infill planting completed</li> </ul> <p><i>Total of 1,500-2,000 plants installed along swale-berm structures</i></p>	<p>Finalize design and install June 2016 – December 2017; infill planting in December 2018</p>
4	Step Structures	<ul style="list-style-type: none"> <li>Step structures installed</li> <li>Change in channel geometry (e.g. increase in bed elevation behind step structures)</li> </ul>	<ul style="list-style-type: none"> <li>Year 1: Finalize design specifications (July 2016) and install step structures</li> <li>Years 2 &amp; 3: Maintenance as needed</li> </ul>	<p>Finalize design (June-July 2016) Installation (Nov. 2016 – Feb. 2017) with followup work in subsequent 2 years.</p>
5	Maintenance and Monitoring	<ul style="list-style-type: none"> <li>Monitoring: Completion of vegetation survey, channel geometry survey, and photomonitoring.</li> <li>Maintenance: All project elements maintained by Acterra staff and volunteers (weeding, watering as needed, repair of swale-berm and step structures as needed).</li> </ul>	<ul style="list-style-type: none"> <li>Year 1: Pre-project vegetation, channel geometry, and photomonitoring; Quarterly photomonitoring</li> <li>Year 2: Maintenance of all project elements. Annual channel geometry survey and quarterly photomonitoring.</li> <li>Year 3: Maintenance of all project elements. Annual channel geometry survey, quarterly photomonitoring, and post-project surveys for vegetation and channel geometry.</li> </ul> <p><i>Final report to include summary of findings from all monitoring elements.</i></p>	<p>Monitoring: Pre-projects surveys completed by August 2016. Post-project surveys to be completed by May 2016. Quarterly photomonitoring and annual channel geometry surveys are ongoing.</p> <p>Maintenance: Ongoing July 2017 – June 2019</p>

**APPENDIX C  
PROJECT BUDGET**

Any changes in project budget allocation will be reported in the progress reports, as long as the Grantee assures that the changes do not affect the overall scope and District's contribution needed to complete the project.

Organization: Acterra		TOTAL PROJECT COST				PROPOSED FUNDING ALLOCATION						
Project Title: Arastradero Creek Watershed Enhancement Project		TOTAL PROJECT COST FOR Service Period	Applicant's Project Contributions	Other Project Contributions	Funding Request to District	TASK 1 Admin, Outreach & Permitting	TASK 2 Invasives Removal & Reveg	TASK 3 Swale-and-Berm Structures	TASK 4 Step Structures	TASK 5 Monitoring & Maintenance		
<b>Section A (Labor or Consultant Related Costs)</b>												
<b>Labor or Consultant Related Costs</b>		Salary		Benefits Rate 10%		Salaries + Benefits						
Employee/Contractor (Classification/Title)	Hourly Rate	Hours	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount		
Restoration Specialist	32	941	\$ 30,112	\$ 3,011	\$ 33,123	\$ 12,000	\$ 21,123	\$ -	\$ 5,264	\$ 5,069	\$ 3,802	\$ 6,989
Project Manager	38	1329	\$ 50,502	\$ 5,050	\$ 55,552	\$ 24,000	\$ 31,552	\$ 9,884	\$ 8,051	\$ 5,016	\$ 3,177	\$ 5,424
Senior Ecologist	42	306	\$ 12,852	\$ 1,285	\$ 14,137	\$ 5,000	\$ 9,137	\$ 5,354	\$ 1,750	\$ 1,478	\$ 554	\$ -
Nursery Director	42	40	\$ 1,680	\$ 168	\$ 1,848	\$ -	\$ 1,848	\$ -	\$ -	\$ 924	\$ 924	\$ -
Botanist	42	480	\$ 20,160	\$ 2,016	\$ 22,176	\$ 10,000	\$ 12,176	\$ -	\$ 5,784	\$ 3,696	\$ 1,848	\$ 848
Program Director	45	144	\$ 6,480	\$ 648	\$ 7,128	\$ 5,000	\$ 2,128	\$ 158	\$ 490	\$ 740	\$ 740	\$ -
Community Volunteers	\$ 26.87	1500	\$ 40,305	\$ -	\$ 40,305	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Restoration Design Group			\$ -	\$ -	\$ 5,000	\$ -	\$ 5,000	\$ -	\$ -	\$ -	\$ 5,000	\$ -
Permaculture Consultant			\$ -	\$ -	\$ 5,000	\$ -	\$ 5,000	\$ -	\$ -	\$ -	\$ 3,000	\$ 2,000
City of Palo Alto	\$ 100.00	80	\$ 8,000	\$ -	\$ 8,000	\$ 8,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Indirect Overhead</b>		3240	\$ 192,270	\$ 40,305	\$ 232,575	\$ 64,000	\$ 87,965	\$ 15,996	\$ 21,340	\$ 19,923	\$ 18,045	\$ 13,261
<b>Limited to 10% of Salary + Benefits</b>		Salary + Benefits + Overhead	Amount	Limit	Amount	\$ 8,796	\$ 8,796	\$ 880	\$ 5,278	\$ 880	\$ 880	\$ 880
<b>description of these items and linkages to tasks/deliverables listed Appendix A)</b>												
Description	Unit Cost	nit of Measu	No. of Units	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount
Permit fees	\$ 1,500		1	\$ 1,500	\$ 1,500	\$ -	\$ 1,500	\$ 1,500	\$ -	\$ -	\$ -	\$ -
Native plants and seed	\$ 12,000		4,000	\$ 48,000	\$ 48,000	\$ 4,000	\$ 8,000	\$ -	\$ -	\$ 4,000	\$ 4,000	\$ -
Transportation costs (gas, mileage)	\$ 300		300	\$ 90,000	\$ 90,000	\$ 300	\$ 300	\$ -	\$ -	\$ 100	\$ 100	\$ -
Tools and supplies	\$ 1,700		1,000	\$ 1,700	\$ 1,700	\$ 700	\$ 1,000	\$ -	\$ -	\$ 200	\$ 400	\$ 400
Volunteer snacks	\$ -		1,000	\$ -	\$ -	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Grand Totals</b>				\$ 16,500	\$ 16,500	\$ 5,700	\$ 10,800	\$ 1,500	\$ 4,300	\$ 4,500	\$ 500	\$ -
				\$ 217,566	\$ 40,305	\$ 69,700	\$ 107,561	\$ 17,776	\$ 30,917	\$ 25,903	\$ 19,424	\$ 14,141

Note: The plant price is based on the need for estimated 2,500 plants at \$3 to \$10 per plant. The price includes onsite self conducted field testing using the pear bait method. Any offsite lab testing is not included in the price.



**APPENDIX E  
PAYMENT REQUEST FORM**

GRANT:	
AGREEMENT	GRANTEE/PARTNER: _____
INVOICE NO. _____	
PROJECT TITLE: _____	
TYPE OF PAYMENT: <input type="checkbox"/> Advance <input checked="" type="checkbox"/> Reimbursement <input type="checkbox"/> Final	
PAYMENT INFORMATION (Round all figures to the nearest dollar):	
a. Project Amount	\$ _____
b. Funds Received to Date	\$ _____
c. Available (a. minus b.)	\$ _____
d. Amount of This Request	\$ _____
e. Remaining Funds After This Payment (c. minus d.)	\$ _____
SEND PAYMENT TO:	
Grantee Name	_____
Street Address	_____
City, State, Zip Code	_____
Attention	_____
<p><i>4. "I certify, under penalty of perjury under the laws of the State of California, that the Quarterly/Monthly Status Report and all attachments, signed on the date below, on behalf of Grantee, were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the loss of the current and future Grant Funding."</i></p>	
TYPED OR PRINTED NAME OF PERSON AUTHORIZED BY RESOLUTION:	Title
SIGNATURE OF PERSON AUTHORIZED BY RESOLUTION:	DATE
<b>FOR SANTA CLARA VALLEY WATER DISTRICT USE ONLY</b>	
PAYMENT APPROVAL SIGNATURE	DATE

**(Refinements can be made after consultation with District Project Manager)**

## PAYMENT REQUEST FORM INSTRUCTIONS

The following instructions correspond to items on the Payment Request Form:

**Agreement Number**—As shown on page 1 of the Agreement following execution of the Agreement by both Parties.

**Grantee**—GRANTEE name as shown on the Grant Agreement.

**Project Title**—Title of Project for which payment is requested.

1. **Type of Payment**—Check appropriate box, and submit this form:

**Reimbursement**—When Grantee has periodically spent funds to implement the Project, and is requesting reimbursement; or

**Final**—When Grantee has completed the Project, and is requesting the final payment.

2. **Payment (Including Matching Fund) Information:**

a. **Project Grant Amount**—The amount of District grant funds allocated to this Project

b. **Funds Received to Date**—Total amount already received for this Project

c. **Available**—(a. minus b.)

d. **Amount of This Payment Request**—Amount that is requested

e. **Remaining Funds After This Payment**—(c. minus d.)

3. **Send Payment to:** Grantee Name, Address, and Contact Person

4. All reports submitted to the District must include the following certification page signed by an officer of Grantee's organization:

*"I certify, under penalty of perjury under the laws of the State of California, that the Quarterly/Monthly Status Report and all attachments, signed on the date below, on behalf of Grantee, were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the loss of the current and future Grant Funding."*

Typed or printed name of person authorized by Resolution.

5. Signature of person authorized by Resolution.

6. Payment approval signature and date—For District staff.

Additional Information to supply with Payment Request Form:

1. Attached documentation to support charges (i.e., subcontractor invoices, receipts, etc.).
2. Attached proof of accomplishments for those tasks being charged against (i.e., draft plans/designs, final plans/designs, environmental documentation, etc.).
3. Attached Appendix F with updated information.

**APPENDIX F  
STATUS REPORT FORM**

Grantee/Partner:

Funding Program:

Project Name:

TASKS	NUMERICAL TARGET IF IDENTIFIED	STATUS (ON TARGET, MODIFICATION NEEDED OR COMPLETED)			%COMPLETION	COMMENTS (IDENTIFY COMPLETED TASKS AND EXPLAIN VARIATIONS)
		Scope	Schedule	Budget		
Task 1						
Task 2						
Task 3						
Task 4						
Task 5						
-						
Overall Project						
Issues or Concerns/Proposed Resolution						
Other items						

Refinements can be made after consultation with District Project Manager. Attach schedule modifications if needed. All projects are encouraged to maintain its own website to ensure work completed can be shared with the public.

APPENDIX G  
RESOLUTION

Resolution No: 862015-1

RESOLUTION OF ACTERRA: ACTION FOR A HEALTHY PLANET  
BOARD OF DIRECTORS

APPROVING THE APPLICANT TO APPLY FOR GRANT OR PARTNERSHIP  
FUNDS  
UNDER THE SAFE, CLEAN WATER AND NATURAL FLOOD PROTECTION  
PROGRAM

WHEREAS, the Santa Clara Valley Water District has enacted the 2016 Safe Clean Water  Project B3 Grants and Partnerships Program, which provides funds for pollution prevention.  Project D3 Grants and Partnerships Program, which provides funds for restoration of wildlife habitat.

WHEREAS, the Santa Clara Valley Water District's Water Resources Planning and Policy Unit has been delegated the responsibility for the administration of the grant and partnership program, setting up necessary procedures; and

WHEREAS, said procedures established by the Santa Clara Valley Water District require Applicant's Governing Body to certify by resolution the approval of Applicant to apply for and accept grant program funds; and

WHEREAS, Applicant will enter into a Grant Agreement with the Santa Clara Valley Water District;

NOW, THEREFORE, BE IT RESOLVED that the Acterra: Action for a Healthy Planet Board of Directors hereby:

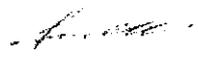
1. Approves the submission of an Application for grant funds from the Safe, Clean Water and Natural Flood Protection Program  Project B3  Project D3;
2. Approves the acceptance of grant funds from the Safe, Clean Water and Natural Flood Protection Program  Project B3  Project D3, upon approval of grant funding for the Project by appropriate authorities;
3. Certifies that the Applicant has or will have sufficient funds to operate and maintain the Project(s);
4. Certifies that the Applicant will review and agree to the Special Provisions, General Provisions, Financial Provisions and Insurance Requirements contained in the Agreement; and
5. Appoints the Stewardship Program Director as agent to conduct all negotiations, execute and submit all documents including, but not limited to Applications, agreements, payment requests and so on, which may be necessary for the completion of the Project.

Approved and Adopted on the 6 day of August, 2015.

I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by Acterra: Action for a Healthy Planet Board of Directors Executive Committee following a roll call vote:

AYES 4  
NOES 0  
ABSENT 2

<p>Members, Acterra Board of Directors:</p> <p>Ranae DeSantis; Kelly Drewitt' Susan Dunn Edith Eddy; Lucille Glassman Nancy Grove (President); Jerry Hearn; Suds Jain (Secretary); Lindsey Kalbrenner; Bruce Klafter Steve Monosson (Treasurer); Mark Ostrau; Dan Quinn; Jonathan Taylor; Japjit Tuls</p>
---

  
Clerk  
Sudhanshu Jain

## APPENDIX H INSURANCE REQUIREMENTS

Grantee will ensure that the Santa Clara Valley Water District, its directors, officers, agents and employees are named as additional insureds on all Commercial General and Automobile Liability policies to be obtained by vendors working on this Project.

Please refer to the insurance requirements listed below:

Without limiting the Contractor's indemnification of, or liability to, the Santa Clara Valley Water District ("District"), the Contractor must provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

Contractor must provide its insurance broker(s)/agent(s) with a copy of these requirements and warrants that these requirements have been reviewed by Contractor's insurance agent(s) and/or broker(s), who have been instructed by Contractor to procure the insurance coverage required herein.

In addition to certificates, Contractor must furnish District with copies of original endorsements affecting coverage required by this Appendix. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. **All endorsements and certificates are to be received and approved by District before the contract commences.** In the event of a claim or dispute, District has the right to require Contractor's insurer to provide complete, certified copies of all required pertinent insurance policies, including endorsements affecting the coverage required by this Appendix.

Contractor must, at its sole cost and expense, procure and maintain during the entire period of this Agreement the following insurance coverage(s).

### Required Coverages

1. **Commercial General/Business Liability Insurance** with coverage as indicated:  
**\$1,000,000** per occurrence / **\$1,000,000** aggregate limits for bodily injury and property damage  
**\$1,000,000** Products/Completed Operations aggregate (to be maintained for at least three (3) years following acceptance of the work by District.  
General Liability insurance must include:
  - a. Coverage that is at least as broad as that found in the standard ISO Form CG 00 01.
  - b. Contractual Liability expressly including liability assumed under this contract.
  - c. If Contractor will be working within fifty (50) feet of a railroad or light rail operation, any exclusion as to performance of operations within the vicinity of any railroad bridge, trestle, track, roadbed, tunnel, overpass, underpass, or crossway must be deleted, or a railroad protective policy in the above amounts provided.
  - d. Severability of Interest
  - e. Broad Form Property Damage liability
  - f. If the standard ISO Form wording for "OTHER INSURANCE," or other comparable wording, is not contained in Contractor's liability insurance policy, an endorsement

must be provided that said insurance will be primary insurance and any insurance or self-insurance maintained by District, its Directors, officers, employees, agents or volunteers will be in excess of Contractor's insurance and will not contribute to it.

2. **Business Auto Liability Insurance** with coverage as indicated:  
**\$1,000,000** combined single limit for bodily injury and property damage per occurrence, covering all owned, non-owned and hired vehicles.
3. **Workers' Compensation and Employer's Liability Insurance**  
Statutory California Workers' Compensation coverage covering all work to be performed for the District.  
Employer Liability coverage for not less than \$1,000,000 per occurrence.

### **General Requirements**

**With respect to all coverages noted above, the following additional requirements apply:**

1. **Additional Insured Endorsement(s)** Contractor must provide an additional insured endorsement for Commercial General/Business Liability and Business Automobile liability coverage naming the **Santa Clara Valley Water District, its Directors, officers, employees, and agents, individually and collectively**, as additional insureds, and must provide coverage for acts, omissions, etc. arising out of the named insureds' activities and work. Other public entities may also be added to the additional insured endorsement as applicable and the Contractor will be notified of such requirement(s) by the District.  
(NOTE: Additional insured language on the Certificate of Insurance is **NOT** acceptable without a separate endorsement such as Form CG 20 10, CG 2033, CG 2037. Note: Editions dated 07/04 are not acceptable)
2. **Primacy Clause:** Contractor's insurance must be primary with respect to any other insurance which may be carried by the District, its officer, agents and employees, and the District's coverage must not be called upon to contribute or share in the loss.
3. **Cancellation Clause Revision:** The Certificate of Insurance **MUST** provide **30 days notice of cancellation, (10 days notice for non-payment of premium)**. **NOTE: The standard wording in the ISO Certificate of Insurance is not acceptable.** The following words must be crossed out or deleted from the standard cancellation clause: "...endeavor to..." AND "...but failure to mail such notice must impose no obligation or liability of any kind upon the company, its agents or representatives."
4. **Acceptability of Insurers:** All coverages must be issued by companies admitted to conduct business in the State of California, which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the District's Risk Management Administrator.
5. **Self-Insured Retentions or Deductibles:** Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees and volunteers; or the Contractor shall

provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

6. **Subcontractors:** Should any of the work under this Agreement be sublet, the Contractor must require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractors may insure subcontractors under its own policies.
7. **Amount of Liability not Limited to Amount of Insurance:** The insurance procured by Contractor for the benefit of the District must not be deemed to release or limit any liability of Contractor. Damages recoverable by the District for any liability of Contractor must, in any event, not be limited by the amount of the required insurance coverage.
8. **Coverage to be Occurrence Based:** All coverage must be occurrence-based coverage. Claims-made coverage is not allowed.
9. **Waiver of Subrogation:** Contractor agrees on to waive subrogation against the District to the extent any loss suffered by Contractor is covered by any Commercial General Liability policy, Automobile policy, or Workers' Compensation policy, described in **Required Coverages** above. Contractor agrees to advise its broker/agent/insurer about this provision and obtain any endorsements, if needed, necessary to ensure the insurer agrees.
10. **Non-compliance:** The District reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.
11. **Please mail the certificates and endorsements to:**  
**Contract Administrator**  
**Santa Clara Valley Water District**  
**5750 Almaden Expressway**  
**San Jose, CA 95118**

**IMPORTANT:** On the certificate of insurance, please note either the name of the project or the name of the District contact person or unit for the contract.

If your insurance broker has any questions please advise him/her to call Mr. David Cahen, District Risk Management Administrator at (408) 265-2607, extension 2213.

**SANTA CLARA VALLEY WATER DISTRICT**

**Safe, Clean Water and Natural Flood Protection Program**

**FY 2016 SAFE, CLEAN WATER PROJECT B3 GRANT**

This FY 2016 Safe, Clean Water Project B3 Grant Agreement (Agreement), effective upon full execution, is entered into by and between the Santa Clara Valley Water District, a California special district (District) and Acterra Stewardship, a fiscally-sponsored project of Acterra: Action for a Healthy Planet, a non-profit 501(c)(3) organization (Grantee). District and Grantee may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement." This Agreement provides for funding to support Grantee's Greening Urban Watersheds (Project).

**RECITALS:**

- A. The District's mission is to provide Silicon Valley safe, clean water for a healthy life, environment, and economy.
- B. In November 2012, the voters of Santa Clara County passed Measure B establishing a special tax to fund the Safe, Clean Water and Natural Flood Protection program (Safe, Clean Water).
- C. The Safe, Clean Water Program special tax provides funding for activities consistent with this 2016 Safe, Clean Water Program Project B3 Pollution Prevention Partnerships and Grants, focused on pollution prevention implementation activities and education, outreach and awareness related to pollution prevention.
- D. On August 16, 2015, the Grantee's Board of Directors adopted a Resolution authorizing Grantee's application for Grant Program funding and acceptance of the grant, if awarded, for Greening Urban Watersheds (see Appendix G, Resolution).
- E. Grantee submitted an application to the District for the Project to carry out pollution prevention implementation activities or conduct education, outreach and awareness related to pollution prevention.
- F. On December 8, 2015, the District's Board of Directors authorized the District's Chief Executive Officer (CEO), following CEQA compliance, to approve and execute a grant agreement with Grantee to fund the Project in the amount not to exceed \$93,617.
- G. Consistent with application submitted, Grantee has secured funding from Santa Clara Valley Water District in the amount of specified above and any additional funds necessary to complete the Project will be supplied by the Grantee.

The Parties agree to the following terms and conditions:

**Section 1. Special Provisions**

- A. Within the Project Performance Period, Grantee will mention the Project and the District's Safe, Clean Water Program as a funding source in at least one article

published in any newspaper, magazine, e-newsletter or social media that the Grantee issues or submits materials to for publication.

- B. Grantee shall post signs acknowledging the District's participation in the development of the Project and the use of Safe, Clean Water funds, should there be an implementation component. District to provide sign template(s) to Grantee, upon request, for use in Project where feasible.
- C. Grantee shall invite, in writing, members of the District Board to participate in any groundbreaking, opening, or ribbon cutting ceremony associated with the Project. Board members will be given the opportunity to speak if other elected officials have speaking roles.
- D. After Project completion, Grantee will make a presentation to the District's Board or other venues or post Project factsheet and presentation materials at the District's website regarding the Project outcome

## **Section 2. General Provisions**

### **A. Definitions**

- 1. Acquisition: to obtain fee title or a lesser interest in real property, including a conservation easement or development rights.
- 2. Agreement: this contract between the District and the Grantee specifying the payment of funds by the District for the performance of the Project Scope within the Project Performance Period by the Grantee.
- 3. Application: the 2016 Safe, Clean Water Project B3 Grant Program application and accompanying attachments submitted to the District for the District's Grant Program.
- 4. Development: The creation, by construction of or addition to existing facilities, of new watershed activities at the Project site.
- 5. District: Santa Clara Valley Water District.
- 6. Grant Program: 2016 Safe, Clean Water Project B3 Grant Program.
- 7. Project: Grantee's Project as described in Appendix A, Project Scope, approved for a grant award by the District's Board.
- 8. Project Completion: Project completion per requirements stated in Section 2. General Provisions, G. Project Completion.
- 9. Project Grant Amount: The amount of Grant funds allocated by the District's Board to Grantee for the Project.
- 10. Project Performance Period: The Project period commencing with full execution of this Agreement by both Parties and expiring as stated in Section 2. General Provisions, H. Agreement Term.

11. **Property:** The real property described in Appendix A, Project Scope, for acquisition or development with the Project.
12. **Safe, Clean Water:** The District's Safe, Clean Water and Natural Flood Protection Program special tax approved by Santa Clara County voters in November 2012.
13. **Total Project Cost:** The full cost of the Project, including funds from all funding sources, as identified in Appendix C, Project Budget.

**B. *Project Execution***

1. District hereby grants to Grantee the Project Grant Amount, in consideration of, and on condition that, the sum be expended for the sole purpose of carrying out the objectives as set forth in the Project as identified in Appendix A, Project Scope, consistent with the terms and conditions set forth in this Agreement.
2. Grantee is responsible for securing all other necessary funds to accomplish the Project. Any significant modification or alteration to the Project Scope is subject to prior consideration and approval by the District. Such a request must be submitted in writing to the District Contact, per Section 4. Miscellaneous Provisions, A. Miscellaneous Provisions, Item 5 of this Agreement. District's disbursement of Grant funds is dependent on District approval of changes the District deems are significant.
3. Grantee will complete the Project in accordance with Appendix A, Project Scope, Appendix B, Project Schedule, and Appendix C, Project Budget.
4. Project Scope, Project Schedule and Project Budget may only be adjusted pursuant to a written amendment to this Agreement, signed by both Grantee and District in advance of such adjustment. Project Schedule adjustments that do not impact the expiration date of this Agreement and Project Budget adjustments with 10% of each task that does not impact the total amount specified may be approved by District Project Manager without a formal amendment to this Agreement.
5. Grantee must comply with all applicable federal, state, and local codes, statutes, laws, regulations, and ordinances, including, but not limited to, financial requirements, legal requirements for construction contracts, building codes, health and safety codes, laws and codes pertaining to individuals with disabilities; and Guidelines and Standards for Land Use Near Streams and other appropriate plans. If the Grantee is a public agency, the Grantee will be the lead agency for purpose of complying with the California Environmental Quality Act (CEQA). In that case, the Grantee shall complete the CEQA review process and submit required documentation to the District prior to the District disbursing any grant funds. The required CEQA documentation must include one of the following: a notice of exemption filed with the County Clerk in the case of an exempted project, or otherwise an environmental impact report, mitigated negative declaration or negative declaration along with a copy of the notice of determination filed with the County Clerk. Grantee shall fulfill all the lead agency responsibilities, including consultation with the District and any other applicable responsible agencies. The disbursing of grant funds is contingent on the District

completing CEQA review, if required, as a responsible agency. If the Grantee is a non-profit entity, the District will be the lead agency for purposes of CEQA. The District may request that the Grantee provide environmental information about the project to assist the District's CEQA review. The disbursing of the grant funds is contingent upon District's completion of the CEQA review. For projects subject to CEQA review, the District has not committed to a definite course of action by executing this Agreement and is not limited in any way in exercising any discretion with respect to the Project, including but not limited to (i) considering other feasible alternatives and mitigation measures to avoid or minimize Project impacts, (ii) requiring Grantee to make such modifications deemed necessary to reduce Project impacts, or (iii) determining not to proceed with one or more component of the Project.

6. Grantee must secure (1) fee title, (2) leasehold, (3) other real property interest, (4) permit for site access, or (5) property owner's agreement for site access to the Project lands as necessary for performance of this Agreement.
7. Grantee must enter into a Joint Use Agreement for Use of any District property prior to execution of this Grant Agreement, or prior to reimbursement of grants funds for this Project, at District's discretion. However, nothing shall alter any preexisting right the Grantee may have.
8. Grantee must provide metadata for spatial data required for identifying the location and alignment of the project site per District's Geographical Information System data standards.

C. *Project Administration/Reporting Requirements*

1. Grantee shall provide written quarterly reports (on a fiscal year schedule), using the District's standard form presented in Appendix F, Status Report Form. Reports will be completed and submitted in conjunction with invoicing (Appendix D, Project Invoice) as appropriate. Status reports shall include an update per task as included in Appendix A, Project Scope.
2. Grantee shall provide one hard copy and one electronic version of items listed in Section 2. General Provisions, G. Project Completion.
3. All reports submitted to the District must include the following certification page signed by an officer of Grantee's organization:

*"I certify, under penalty of perjury under the laws of the State of California, that the Quarterly/Monthly Status Report and all attachments, signed on the date below, on behalf of Grantee, were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the loss of the current and future Grant Funding."*

4. Quarterly or final reporting will end with submittal of Project Completion packet (see Section 2. General Provisions, G. Project Completion).

*D. Termination of the Agreement*

1. Grantee may unilaterally terminate this Agreement at any time prior to District disbursement of Grant Program funds by providing 30 days written notice to District.
2. Failure by Grantee to comply with the terms of this Agreement may be cause for suspension or termination of funding by the District. Additionally, in the event of failure to complete Project, Grantee may be required to repay District for funds received, including interest earned at the District's pooled portfolio monthly interest yield corresponding to the month(s) the funds were due to the District.

*E. Indemnification*

1. Notwithstanding any other provision of this Agreement, Grantee agrees to defend, hold harmless and indemnify District, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs, reasonable attorney fees, and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real, or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, to the extent any of Liabilities arise out of, pertain to, or relate to the Grantee's performance of this Agreement or obligations stated herein, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to person or damage to property to the extent arising from the negligence or willful misconduct of District. The foregoing does not limit any strict liability imposed onto the Grantee by Law. The rights, duties, and obligations of the Parties as set forth above in this Section E. Indemnification, survive completion, termination, expiration, and suspension of this Agreement.

*F. Nondiscrimination*

1. The District is an equal opportunity employer and requires its Grantees to have and adhere to a policy of equal opportunity and non-discrimination. In the performance of the Agreement, the Grantee will comply with all applicable federal, state, local laws and regulations, and will not discriminate against any subcontractor, employee, or applicant for employment, in the recruitment, hiring, employment, utilization, promotion, classification or reclassification, transfer, recruitment advertising, evaluation, treatment, demotion, layoff, termination, rates of pay or other forms of compensation, and selection for professional development training (including apprenticeship), or against any other person, on the basis of sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), race, religion, color, national origin (including language use restrictions), ancestry, religious creed

(including religious dress and grooming practices, political affiliation, disability (mental and physical, including HIV or AIDS), medical condition (cancer and genetic characteristics), genetic information, marital status, parental status, gender, age (40 and over), pregnancy, military and veteran status, sexual orientation, gender identity and gender expression, the exercise of family and medical care leave, the exercise of pregnancy disability leave, or the request, exercise, or need for reasonable accommodation.

2. Compliance with Applicable Equal Opportunity Laws. The Grantee's policy must conform with applicable state and federal guidelines including the Federal Equal Opportunity Clause, "Section 60-1.4 of Title 41, Part 60 of the Code of Federal Regulations," Title VII of the Civil Rights Act of 1964 as amended; the American's with Disabilities Act of 1990; the Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code Section 12900 et. Seq.); California Labor Code Sections 1101 and 1102.
3. Public Access to Completed Project. Project will be open to members of the public generally during hours specified by the Grantee, except as noted in the Special Provisions of this Agreement, pursuant to provisions of the enabling legislation and/or Program, or any joint use agreement with the District.

G. *Project Completion*

1. After Grantee completes the Project by meeting all requirements stated in Appendix A, Project Scope, Grantee must submit the Project Completion packet detailed in a. -f. below to the District Contact and it must include:
  - a. Final Payment Request Form (Appendix E).
  - b. Final Invoice (Appendix D).
  - c. Final Status Report Form (Appendix F), including documentation of accomplishments.
  - d. Notice of Completion for public works construction projects.
  - e. Written communication from Grantee stating that Project is complete, including list of tasks completed and signature by authorized representative.
  - f. Presentation to the Board of Directors on completed Project. District will provide Grantee with approximate Board presentation date prior to expiration of the Agreement Term. Alternatively, District may require a final report which includes a presentation file and a factsheet be posted at Grantee's or District's website.
2. District conducts final on-site Project inspection as deemed necessary.
3. District processes Grantee's invoice for final payment.

#### *H. Agreement Term*

1. The term of this Agreement commences upon full execution by the Parties. Approval of this Agreement by both Parties is necessary for any disbursement of Grant funds. This Agreement expires upon the earliest of: Project Completion in accordance with Section 2. General Provisions, G. Project Completion; or June 30, 2019.

#### *I. Insurance Provisions*

1. During the entire term of the Agreement, Grantee must maintain the insurance coverages described in Appendix H. Insurance Requirements.

### **Section 3. Financial Provisions**

#### *A. Accounting and Audit Requirements*

1. Grantee must maintain an accounting system that accurately reflects fiscal transactions, with the necessary controls and safeguards. Grantee should provide clear audit trails, especially the source of original documents such as, but not limited to, receipts, progress payments, invoices, time cards, etc. **AVOID AUDIT EXCEPTIONS—KEEP ACCURATE RECORDS.**
2. Grantee agrees that District, or its agent, has the right to review, obtain, and copy all records pertaining to performance of this Agreement. Grantee agrees to provide District, or its agent, with any relevant information requested and will permit District, or its agent, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting or copying books, records, accounts, computerized records, and other materials that may be relevant to the matter under investigation for the purpose of determining compliance with this Agreement. Grantee further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.
3. Grantee's detailed budget is included as Appendix C, Project Budget and is consistent with Grantee's Project Proposal. The Project Budget will be used by District as the basis for evaluating Grantee's invoices for Grant funds. In cases where invoices are inconsistent with the Project Budget, invoices must either be revised for consistency or an amendment to this Agreement may be necessary to align the Project Budget with the actual reimbursable expenditures for the Project.
4. Grantee must document its eligibility for award and receipt of Safe, Clean Water Grant Funds by verifying it is not included in any current Federal List of Parties Excluded from Federal Procurement or Non-procurement Programs. Exclusion of Grantee from this list, verified at <http://www.dol.gov/ofccp/regs/compliance/preaward/debarlist.htm>, demonstrates the Grantee's good status regarding suspension and debarment and eligibility for Grant Program funds.
5. Grantee is responsible for repayment to District of any disallowed cost. Disallowed costs may be identified through audits, monitoring, or other sources

of information that become available to the District after the District has satisfied an invoice from Grantee and disbursed Safe, Clean Water Grant funds.

6. Construction costs are deemed "reasonable" if obtained by competitive bidding, or by other legal means as demonstrated by either Party.

*B. Eligible Costs*

Total Project Grant Amount is not-to-exceed that amount identified in Recitals, Item G. and will be disbursed to Grantee according to the terms and conditions as stated in Section 3. Financial Provisions, C. Payment Request Process and D. Invoicing.

1. Only Project-related costs incurred during the Project Performance Period, excluding costs incurred prior to and during preparation of the Grant application, specified in this Agreement are eligible for reimbursement. All such costs must be supported by appropriate documentation, including but not limited to subcontractor invoices and receipts (see Appendix D. Project Invoice).
2. Personnel or Employee Services—Services of the Grantee's employees engaged in Project execution are eligible costs. These direct labor costs must be computed according to the Grantee's prevailing wage or salary scales and may include fringe benefit costs such as vacation, sick leave and social security contributions that are customarily charged to the Grantee's various projects for which the Grantee has submitted a Benefit Rate Calculation to the District. Indirect overhead is limited to 10% of Salary plus Benefits. Costs charged to the Project must be computed on actual time spent on a project, and supported by time and attendance records describing the work performed on the Project. Benefit rates shall be limited to no more than 20% of labor rates. Overtime costs may be allowed under the Grantee's established policy; provided that the regular work time was devoted to the same project.
3. Salaries and wages claimed for employees working on grant-funded projects must not exceed the Grantee's established rates for similar positions.
4. Project costs for non-construction tasks are limited to 20% of District contribution to Total Project Cost, for projects that include a construction task.
5. Consultant Services—The costs of consultant services necessary for the Project are eligible. Consultants must be paid by the customary or established method and rate of the Grantee. No consultant fee may be paid to the Grantee's own employees.
6. Construction Equipment—Equipment owned by Grantee may be charged to the Project for each use. Equipment use charges must be made in accordance with the Grantee's normal accounting practices. The equipment rental rates published by the California Department of Transportation may be used as a guide.
  - a. If the Grantee's equipment is used, a report or source document must describe the work performed, indicate the hours used and relate the use to the Project.

- b. The purchase of equipment with Grant funds is not permissible.
7. **Construction Supplies and Materials**—Supplies and materials may be purchased for a specific project or may be drawn from a central stock, provided they are claimed at a cost no higher than that paid by the grant recipient. Supplies and materials purchased for the construction of a piece of equipment, a structure or a part of a structure may be charged to the Project. If charged, only that cost incurred during the Project performance period and attributed to the Project may be claimed.
  8. **Signs and Interpretive Aids**—The cost of signs, display boards, or other minor interpretive aids relating to the Project are eligible.
  9. **Construction**—The costs of all necessary construction activities, from site preparation (including demolition, excavation, grading, etc.) to the completion of a structure or facility are eligible.
  10. **Acquisition**—Costs of acquiring real property interests are eligible and may include the purchase price of the property, appraisals, surveys, preliminary title reports, escrow fees, title insurance fees.
  11. **Relocation Costs**—Relocation costs are allowable for projects that result in displacement of any person and/or business. The Grantee must comply with all federal and local laws, as well as the requirements of the State Relocation Act (Chapter 16 Government Code, Section 7260 et seq.), if applicable, even if relocation costs are not claimed for reimbursement.
  12. **Other Expenditures**—In addition to the major categories of expenditures, reimbursements may be made for miscellaneous costs necessary for execution of the Project. Examples of such costs include:
    - a. Postage; and
    - b. Transportation costs for moving equipment and/or personnel.

**C. *Payment Request Process***

This Grant Agreement is based on a reimbursement model with specific details as noted below.

1. Grantee may submit multiple Payment Request Forms as necessary, but not more often than monthly.
2. After Grantee completes the Project, Grantee submits the Project Completion Packet (see Section 2. General Provisions, G. Project Completion) and the Payment Request Form (Appendix E) for the final payment.

(The remainder of this page intentionally left blank.)

PAYMENT REQUEST PROCESS		
PAYMENT TYPE	WHEN TO SUBMIT IT	SUPPORTING DOCUMENTATION TO SEND TO PROJECT OFFICER
Payment Request Reimbursement (up to 90% of the total Project Grant Amount)	Once Grantee can provide evidence to show significant progress toward completing Project tasks.	<ul style="list-style-type: none"> <li>• Payment Request Form (Appendix E)</li> <li>• Invoice Form (Appendix D)</li> <li>• Status Report Form (Appendix F)</li> <li>• For direct expenses, copies of invoices with all attachments shall be submitted</li> <li>• For labor costs, copies of Timesheets shall be submitted</li> <li>• For Benefits Costs, a Benefits Rate Calculation will be submitted</li> <li>• Documentation of accomplishments (i.e., draft and final plans, designs, etc.)</li> </ul>
Final (10%)	After Grantee has completed the Project	<ul style="list-style-type: none"> <li>• Project Completion packet (see Section 2. General Provisions, G. Project Completion)</li> </ul>

**D. Invoicing**

1. The Project Invoice (Appendix D) and Status Report Form (Appendix F) shall accompany the Payment Request Form (Appendix E) and shall incorporate Grantee name and remittance address, a description/itemization of goods or services, dollar amount of goods or services, invoice date and number, and Agreement number. Work performed shall be determined on a per task basis as outlined in the Project Scope (Appendix A) and Project Schedule (Appendix B). All requests for reimbursements will be accompanied by materials providing evidence of significant Project progress accomplishments commensurate with level of reimbursement requested.
2. District will review Grantee's invoice within ten working days from receipt and advise Grantee of any disputed items. District will review and approve undisputed invoices within ten working days from receipt and issue payment within forty-five calendar days from receipt. District will pay invoices within forty-five calendar days from date invoice is approved by District's Project Manager.
3. Grantee's invoice must include invoices from subcontractors documenting task, task budget, percentage complete, prior billing if any, current billing, and total billed. Documentation supporting Grantee's invoice(s) must document work performed consistent with the frequency of Grantee's invoices to District.

**Section 4. Miscellaneous Provisions**

**A. Miscellaneous Provisions**

1. Grantee's waiver of any term, condition, covenant, or breach of any term, condition or covenant shall not be construed as a waiver of any other term, condition, or covenant or breach by any other term, condition or covenant.
2. This Agreement contains the entire Agreement between District and Grantee relating to the Project. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

3. This Agreement shall be governed and construed in accordance with the laws of the State of California.
4. This Agreement may be executed in counterparts and will be binding as executed.
5. Grantee's request(s) for minor modification(s) to the Project Scope, Project Schedule, or Project Budget must be submitted in writing, prior to the expiration of this Agreement, and will be considered for approval by the District's executive management responsible for the Safe, Clean Water Grant Program provided:
  - a. The Grant award by the District's Board did not impose a restriction on such revisions; and
  - b. No additional Grant funds are requested. All such requests will be considered by the District's executive management responsible for the Safe, Clean Water Grant Program.
6. Revisions to the Project Scope, Project Schedule, or Project Budget are subject to review and prior approval of the District.
7. An extension to the term of this Agreement for a period up to twelve (12) months beyond the current expiration date may be approved by District. Requests for term extensions must be submitted in writing and received no later than sixty (60) calendar days prior to the expiration of this Agreement. Grantee must submit sufficient documentation in support of its request to enable the District's executive management to evaluate Grantee's request. The District's executive management will consider criteria such as the following:
  - a. The amount of Grant funds not yet disbursed to Grantee;
  - b. Grantee's progress in completing the Project Scope and the reasons supporting any delays;
  - c. Whether Grantee has the dedicated human and financial resources to continue to complete the Project Scope during the extension period; and
  - d. Whether such extension is in the best interest of the District.
8. If approved by District, an amendment to this Agreement, extending its Term, must be executed in full prior to the original expiration date as stated in Section 2. General Provisions, H. Agreement Term. If this Agreement is not extended prior to its expiration, any unexpended Grant funds will be retained by the District and unavailable to the Grantee for the Project.
9. All Appendices, A (Project Scope), B (Project Schedule), C (Project Budget), D (Project Invoice), E (Payment Request Form), F (Status Report Form), G (Resolution), and H (Insurance Requirements) are hereby incorporated herein by this reference and made a part hereof, as though set forth in full.
10. Severability—if any provision of this Agreement is held invalid, that invalidity shall not affect other provisions of the Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

11. Survival—Section 3. Financial Provisions, B. Eligible Costs, C. Payment Request Process, and D. Invoicing, shall survive termination or expiration of this Agreement such that any Eligible Costs incurred during the Project Performance Period may be invoiced by Grantee and paid by the District provided invoices, including final invoice, are submitted prior to the expiration date of this Agreement as stated in-Section 2. General Provisions, H. Agreement Term.

**B. Notices**

All notices and other communication required or permitted to be given under this Agreement shall be in writing and shall be personally serviced or mailed, postage-prepaid and return receipt requested, addressed to the respective parties as follows:

<p>To SCVWD: Liang Lee Deputy Operating Officer Watershed Stewardship Division Santa Clara Valley Water District 5750 Almaden Expressway San Jose, CA 95118-3686 E-mail: llee@valleywater.org</p>	<p>To Grantee: Alexandra Von Feldt Stewardship Director Acterra Stewardship, a fiscally-sponsored project of Acterra: Action for a Healthy Planet 3921 East Bayshore Road Palo Alto, CA 94303 Phone: (650) 962-9876 x315 E-mail: alexv@acterra.org</p>
<p>Contact: Sarah Young Senior Project Manager Santa Clara Valley Water District 5750 Almaden Expressway San Jose, CA 95118 Phone: (408) 630-2468 E-mail: syoung@valleywater.org</p>	<p>Grantee Contact: Joanne McFarlin Senior Ecologist Acterra Stewardship 3921 East Bayshore Road Palo Alto, CA 94303 Phone: (408) 857-6781 E-mail: joannem@acterra.org</p>

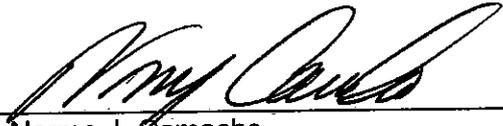
Acterra Stewardship, a fiscally-sponsored project of Acterra: Action for a Healthy Planet

Date: May 16, 2016

By:   
Alexandra Von Feldt  
Stewardship Director

SANTA CLARA VALLEY WATER DISTRICT

Date: 6/14/16

By:   
Norma J. Camacho  
Interim Chief Executive Officer

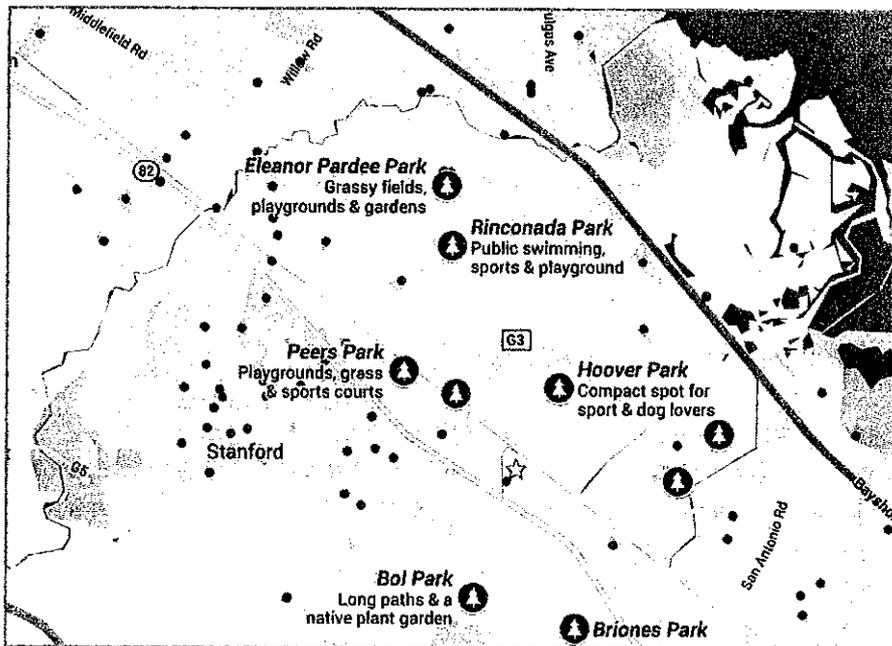
## APPENDIX A PROJECT SCOPE

### Greening Urban Watersheds

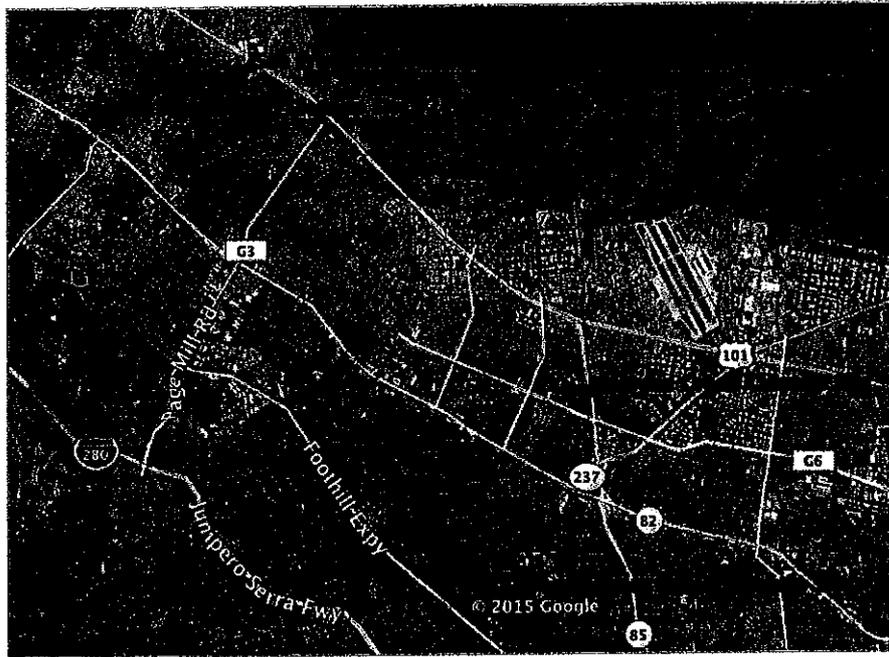
Over a 3-year period, this project will provide designs for 4 rain barrels, 2 cisterns and 4 bio-retention/rain garden projects; coordinate 12 hands-on workshops to install rain barrels/gardens on city properties, and conduct 21 community creek cleanup events along 3 creeks; remove 13,000 pounds of trash from 4 miles of riparian corridors.

#### 1. Site Location and Map

The majority of the green stormwater installations will take part in City of Palo Alto parks (see Figure 1), while trash cleanups will take place at several locations on three different creeks (see Figure 2).



**FIGURE 1. RAIN BARREL, CISTERN, AND BIORETENTION/RAIN GARDENS WILL BE INSTALLED ON CITY OF PALO ALTO PROPERTIES SUCH AS PARKS AND LIBRARIES.**



**FIGURE 5. TRASH CLEANUP SITES ON SAN FRANCISQUITO, STEVENS AND PERMANENTE CREEKS.**

## **2. Measurable outcomes or project benefits**

### **MEASUREABLE OUTCOMES FOR THREE-YEAR PROJECT**

- Detailed plans for 6 rain barrel, 2 cistern, and 4 bioretention/rain garden projects.
- Coordinate 12 community hands-on workshops to install rain barrels, cisterns and bioretention/rain garden projects.
- Install 6 rain barrel systems.
- Install 2 cisterns for rainwater harvesting.
- Install 4 rain garden/bioretention systems.
- Install interpretive signage at all rain harvesting and garden sites.
- Create a Project webpage and update quarterly.
- Publish at least 12 Project-related articles in an Acterra Stewardship newsletter.
- Acterra Stewardship will maintain – watering and weeding as needed – the new rain garden installations for two years following installation.
- Acterra Stewardship will train City staff to take on responsibility for oversight of irrigation and weeding in the following years.
- Acterra Stewardship will monitor and document the function of all rain barrel and rain garden installations – making adjustments to the installation as needed – throughout the Project period and for two years post-Project.
- Host 21 creek cleanups over 3 years on 3 creeks.

- Remove trash from 4 miles of riparian corridors each fall and from 3 miles of riparian corridors each spring for 3 years.
- Remove 13,000 pounds of trash from riparian corridors over 3 years.
- 12 quarterly invoices and status reports to District, including final Project report and presentation to Board.
- Host a community event to celebrate the success of the Project.

**BENEFITS**

- Decrease the amount of stormwater containing pesticides and other pollutants which reaches creeks from urban areas.
- Decrease the “flashiness” of creek flows due to stormwater runoff from urban areas and the sediment generated from in-channel erosion.
- Increase groundwater recharge and water conservation.
- Educate and inspire members of the public to install rainwater harvesting and bioretention systems on their own properties.
- Develop methods and monitor success of installations to share with other communities.
- Help prevent trash from reaching our waterways.
- Leverage community resources for efficient use of funds.

**3. Project tasks, including deliverables and milestones**

**Task 1 – Planning/Design**

Deliverables	Milestones (Success Measures)
6 plans for rain barrel installations 2 plans for cistern installations 4 plans for bioretention/rain garden installations	Plans approved and permits received in time to install in both year 1 and 2 each: 2 rain barrel systems, 1 cistern and 2 bioretention/rain gardens, and to install 2 rain barrel systems in the third year.

**Task 2 – Project Implementation**

Deliverables	Milestones (Success Measures)
Coordinate 12 community hands-on workshops to install rain barrels, cisterns and bioretention/rain garden projects. Install 6 rain barrel systems. Install 2 cisterns for rainwater harvesting. Install 4 rain garden/bioretention systems.	Year 1: 5 workshops - 2 rain barrel systems, 1 cistern, and 2 rain gardens installed Year 2: 5 workshops - 2 rain barrel systems, 1 cistern, and 2 rain gardens installed Year 3: 2 workshops - 2 rain barrel systems installed

### Task 3 –Creek Cleanups

Deliverables	Milestones (Success Measures)
Host 21 creek cleanups	Year 1: 7 creek cleanups Year 2: 7 creek cleanups Year 3: 7 creek cleanups
Remove trash from 4 miles of riparian corridors each fall and from 3 miles of riparian corridors each spring for 3 years.	Year 1: 7 linear miles cleared of trash Year 2: 7 linear miles cleared of trash Year 3: 7 linear miles cleared of trash
Remove 13,000 pounds of trash from riparian corridors.	Year 1: 4,400 pounds of trash removed Year 2: 4,400 pounds of trash removed Year 3: 4,400 pounds of trash removed

### Task 4 – Maintenance/Monitoring, Outreach, and Project Management

Deliverables	Milestones (Success Measures)
<p>Acterra Stewardship will maintain – watering and weeding as needed – the new rain garden installations for the first two years following installation.</p> <p>Acterra Stewardship will train city staff to take on responsibility for oversight of irrigation and weeding in the following years.</p> <p>Acterra Stewardship will monitor and document the function of all rain barrel and rain garden installations – making adjustments to the installation as needed – throughout the Project period and for two years post-Project.</p>	<p>Year 1: Year-end report will outline maintenance, and system monitoring, documentation and adjustments.</p> <p>Year 2: Year-end report will outline maintenance training for city staff, and system monitoring, documentation, and adjustments.</p> <p>Year 3: Year-end report will outline system monitoring, documentation, and adjustments</p>
<p>Create a Project webpage and update quarterly.</p> <p>Publish at least 12 Project-related articles in the Acterra newsletter.</p>	<p>Year 1: Create webpage for the project; update quarterly. Publish at least four Project-related articles in the Acterra Stewardship newsletter.</p> <p>Year 2: Update project webpage quarterly. Publish at least four Project-related articles in the Acterra Stewardship newsletter.</p> <p>Year 3: Update project webpage quarterly. Publish at least four Project-related articles in the Acterra Stewardship newsletter.</p>

Install 12 interpretive signs at project sites	Year 1: Install 5 interpretive signs Year 2: Install 5 interpretive signs Year 3: Install 2 interpretive signs
12 quarterly invoices and status reports to District, including final Project report and presentation to Board	Year 1: 4 quarterly invoices/status reports Year 2: 4 quarterly invoices/status reports Year 3: 4 quarterly invoices/status reports, including final project report and presentation to Board
1 community event to celebrate the success of the project	Community event in Palo Alto

#### 4. Existing Agreements

Acterra has agreements - none of which affect this project - with the District for the following projects:

- McClellan Ranch Preserve Meadow Enhancement Project – Cupertino, habitat restoration, \$164,200, 50% complete, funding expires June 30, 2017.
- Lower Peninsula Healthy Creeks Project – Lower Peninsula, pollution prevention, \$68,600, 75% complete, funding expires June 30, 2017.
- Foothills Park Riparian Enhancement Project – Palo Alto, habitat restoration, \$126,300, 50% complete, funding expires June 30, 2017.

#### 5. Project Team

The Grantee will ensure changes in team members will not affect the deliverables and the cost for the project. Such changes in team members will be reported in progress reports along with payment requests.

**City of Palo Alto Team Membe: Stormwater Engineer - Shari Carlet**

**Acterra Team Members:**

**Stewardship Director - Alexandra Von Feldt**

*Alex will oversee all aspects of project management and execution. Alex joined Acterra in 2010 after serving on the Board of Directors. She has years of experience in community organization and local government. Alex fundraised for and helped execute a creek restoration project that leveraged volunteers along with third party contractors. She is currently on the Town of Portola Valley's Planning Commission and has participated in several conservation-related projects for the Town. She has also worked with agencies in East Palo Alto on family and education programs. Alex is an experienced project manager in the fields of business consulting and software development. Alex has a degree in Industrial Engineering from Cal Poly, San Luis Obispo.*

**Assistant Director – Junko Bryant**

*Junko, along with Claire Elliott, has the day-to-day responsibility for project organization and management.* Junko joined Acterra in fall 2009 to launch Acterra's new restoration program at the Redwood Grove Nature Preserve in Los Altos. She has 10 years of experience bringing community members together around resource management issues. As a watershed coordinator at the Contra Costa Resource Conservation District, Junko launched a community-based watershed planning and education program for the Kirker Creek Watershed and started a countywide watershed signage program. She also worked with the Urban Creeks Council on numerous watershed management and stream restoration projects throughout the East Bay. Junko holds a Bachelor of Science degree in Earth Systems from Stanford University and a Master of Regional Planning from UNC-Chapel Hill.

**Associate Director (Senior Ecologist) – Claire Elliott**

*Claire, along with Junko Bryant, has the day-to-day responsibility for project organization and management.* Claire Elliott joined Acterra in 2006 and works on a wide variety of restoration, watershed and urban ecology projects. Claire has 30 years of experience as an environmental scientist and engineer. As an engineer with the USEPA her efforts resulted in significant reductions in water pollution from Phoenix-area industries and helped to restore native fish populations in the Hassayampa River in Arizona. As a consultant, Claire worked several years on storm water issues for local governments. Claire worked elsewhere in the non-profit field and wrote pollution prevention procedures for coffee processors in Nicaragua and was an environmental educator at Hidden Villa Farm and Wilderness Preserve. Claire has a B.S. in biology from Cal Poly, San Luis Obispo, one year of freshwater ecology studies at the University of Uppsala, Sweden, and an MS in Environmental Engineering and Science from Stanford University.

**Associate Director (Senior Ecologist) – Joanne McFarlin**

*Joanne will assist Junko and Claire in project organization and management on an as-needed basis.* Joanne joined the Acterra Stewardship team as a Senior Ecologist in 2012. Prior to that, she worked as the Programs Director for the Stevens & Permanente Creeks Watershed Council, conducting watershed education outreach and overseeing volunteers in water quality monitoring, biological monitoring using benthic macroinvertebrates, and habitat restoration. Joanne has spent much time as a community volunteer herself and has a firm belief in the power of volunteers to bring about the institutional change needed to protect and restore local habitats. Joanne has a B.S. degree in Biology from the University of Californian at Davis and an A.A. degree in Environmental Stewardship from De Anza College.

**Nursery Director – Deanna Giuliano**

*Deanna will oversee native seed collection and propagation, and advise on plant palette selection and appropriate planting techniques for the proposed rain garden/bioretenion areas.* Prior to joining Acterra in 2006, Deanna worked for three years at the UCSC Arboretums native garden doing propagation, wild seed collecting, curator duties, plant surveys along with a map using GPS and GIS technology, and garden maintenance. Deanna also worked for Central Coast Wilds for three years as their seed collections curator and assistant manager. She managed rare plant surveys on Fort Ord. and worked for the San Francisquito Watershed Council for 2 years as a restoration specialist and seed curator. Deanna has an AS in Horticulture from Cabrillo College and a BA in Environmental Studies combined with Biology from the University of California Santa Cruz.

**Staff Botanist – Paul Heiple**

*Paul will serve as a technical advisor for revegetation in the bioretention areas.* Paul is a naturalist, interested in all aspects of science in the natural world. He is currently the California Native Plant Society Santa Clara Valley Chapter treasurer, Co-chair of the San Mateo County

Weed Management Area, chair of the Portola Valley Conservation Committee, head Friday weeding at Edgewood County Park and an associate at Jasper Ridge where he works in the herbarium. Outside the world of plants, Paul is a geologist by training. He worked for Getty Oil Company exploring for oil in the Williston Basin of North Dakota.

### **Restoration Specialist**

The person(s) in this position will work under the supervision of Junko Bryant and/or Claire Elliott in carrying out project tasks.

### **Board of Directors**

Ranae DeSantis, Kelly Drewitt, Susan Dunn, Edith Eddy, Lucille Glassman, Nancy Grove (President), Jerry Hearn, Suds Jain (Secretary), Lindsey Kalbrenner, Bruce Klafter, Steve Monosson (Treasurer), Mark Ostrau, Dan Quinn, Jonathan Taylor, Japjit Tulsii.

## **6. Project operation and maintenance**

Acterra Stewardship will oversee and coordinate all aspects of the Project operation with the partners. Acterra Stewardship will provide needed maintenance – irrigation monitoring and weeding of system installations – during the first two years following installation. Acterra Stewardship will then train City staff to carry out these tasks through the life of the project and in the years beyond. We anticipate that training will focus on acquainting city crews with the needs of locally-native plants with which they may not be familiar. We will also be training neighborhood volunteers with the intention that the city will continue to get ongoing help in maintaining and monitoring the gardens and rain-harvesting systems from community members.

## **7. Plans for Project monitoring or change management (where applicable)**

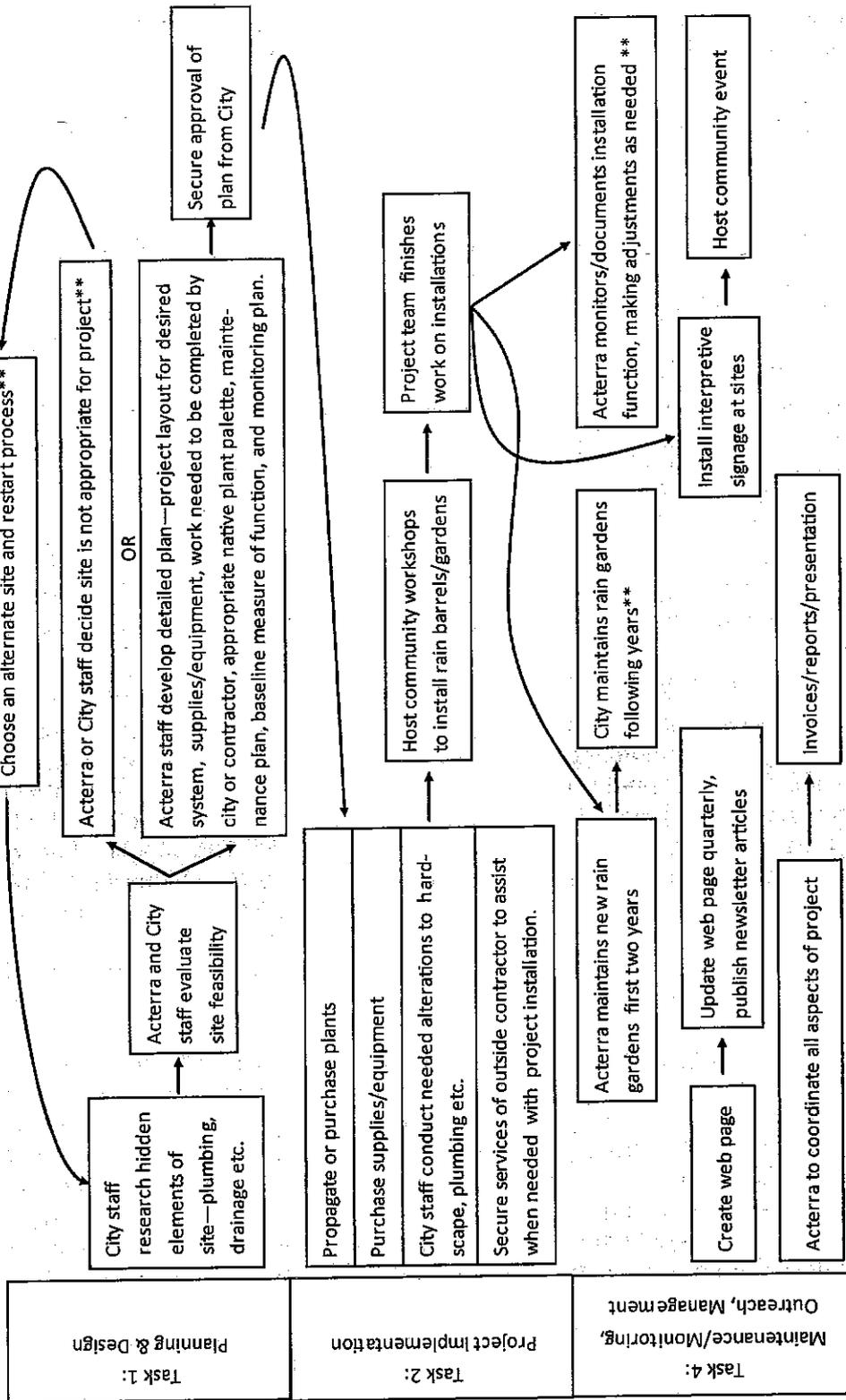
Runoff from roofs, roads, and hardscaping will be calculated and their existing flow patterns documented. We will take photographs of existing conditions (drainage patterns, vegetation etc) and share these and "after" photos on our webpage and reports. Acterra Stewardship will monitor and document the performance of the rain barrels/gardens throughout the Project term and for two years post-Project, making adjustments as needed. The size of rain events and the volume of flow into the rain gardens will be documented and observations will be made of the depth of standing water and the length of time it is retained. Alterations to drainage overflows will be made if too little or too much water is accumulating in the bioretention areas. If water is found to pool and remains at the site for more than two days, alterations will be made to increase the ability of the area to drain.

We have provided for a good deal of flexibility in choosing sites for Project installations. Since we have conducted preliminary investigations of more sites than we will choose for Project installations, we can weed out those sites which present unexpected challenges early on and choose more amenable sites from the list. The ability to move our attention from one project site to another also allows us to effectively deal with schedule slip. If for some reason there are not enough suitable sites from among those listed in this proposal, there is no shortage of other urban sites which could benefit from Project installations. We can simply substitute in other sites and thus still deliver on our committed number of installations.

The Acterra Stewardship Project Team includes four staff members with extensive project management experience. We would hate to lose any staff during the term of the Project, but if it occurs, the remaining team members will be able to train new staff to assist with the completion of the Project.

8. Other information as appropriate

**Greening Urban Watersheds: Critical Path\***



\*Please note that the Project to install rain barrels/gardens is composed of numerous, individual subprojects. The critical path depicted here will be followed again and again as we plan, implement, and maintain each of these subprojects. Not included here is "Task 3: Creek Cleanups" as the cleanups follow a simple chronological order.

\*\* Denotes change management measurements and strategies.



## APPENDIX C PROJECT BUDGET

Any changes in project budget allocation will be reported in the progress reports, as long as the Grantee assures that the changes do not affect the overall scope and District's contribution needed to complete the project.

Organization: Acterra: Action for a Healthy Planet

Project Title: Greening Urban Watersheds

Labor or Consultant Related Costs	TOTAL PROJECT COST										PROPOSED FUNDING ALLOCATION			
	TOTAL PROJECT COST for Service Period		Applicant's Project Contributions		Other Project Contributions		Funding Request to District		TASK 1	TASK 2	TASK 3	TASK 4		
	Amount	%	Amount	%	Amount	%	Amount	%	Planning/Design	Project Implementation	Creek Cleanups	Maintenance, Monitoring, Outreach, Admin.		
<b>Section A (Labor or Consultant Related Costs)</b>														
	Hourly Rate	Hours	Salary	Benefits Rate	Benefits Amount	Salaries + Benefits Amount	Amount	Amount	Amount	Amount	Amount	Amount		
Employee/Contractor (Classification/Title)				10%										
Restoration Specialist	\$ 32	650	\$ 20,800	\$ 2,080	\$ 22,880	\$ 22,880	\$ 22,880	\$ 22,880	\$ -	\$ 8,800	\$ 4,928	\$ 9,152		
Project Director	\$ 42	225	\$ 9,450	\$ 945	\$ 10,395	\$ 10,395	\$ 10,395	\$ 10,395	\$ 2,310	\$ 2,772	\$ 2,541	\$ 2,772		
Senior Ecologist	\$ 42	490	\$ 20,580	\$ 2,058	\$ 22,638	\$ 22,638	\$ 22,638	\$ 22,638	\$ 3,696	\$ 7,854	\$ 3,604	\$ 7,484		
Nursery Director	\$ 42	64	\$ 2,688	\$ 269	\$ 2,957	\$ 2,957	\$ 2,957	\$ 2,957	\$ 462	\$ 1,386	\$ -	\$ 1,109		
Botanist	\$ 42	44	\$ 1,848	\$ 185	\$ 2,033	\$ 2,033	\$ 2,033	\$ 2,033	\$ 370	\$ 924	\$ -	\$ 759		
Program Director	\$ 45	66	\$ 2,970	\$ 297	\$ 3,267	\$ 3,267	\$ 3,267	\$ 3,267	\$ 485	\$ 495	\$ -	\$ 287		
Community Volunteers	\$ 26.87	1200	\$ 32,244	\$ -	\$ -	\$ 32,244	\$ 32,244	\$ 32,244	\$ -	\$ -	\$ -	\$ -		
Plumbing/Foundation Contractor									\$ 2,250	\$ 2,250				
City Crew and Engineer	\$ 100	372	\$ 37,200	\$ -	\$ -	\$ 37,200	\$ 37,200	\$ 37,200	\$ 37,200	\$ -	\$ -	\$ -		
City staff for creek cleanups			\$ 19,500	\$ -	\$ -	\$ 19,500	\$ 19,500	\$ 19,500	\$ 19,500	\$ -	\$ -	\$ -		
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
			\$ 155,364	\$ -	\$ -	\$ 155,364	\$ 155,364	\$ 155,364	\$ 34,244	\$ 56,700	\$ 11,073	\$ 21,543		
<b>Section B. Other Costs (Please list these items, provide description of these items and linkages to tasks/deliverables listed Appendix A)</b>														
Indirect Overhead Limited to 10% of Salary + Benefits	Salary + Benefits Amount	Indirect Overhead Limit	Grant Qualified Overhead	Amount										
	\$ 64,420	10%	\$ 6,442	\$ 6,442	\$ -	\$ 6,442	\$ 6,442	\$ 6,442	\$ 644	\$ 2,577	\$ 2,577	\$ 644		
Description	Unit Cost	Unit of Measure	No. of Units	Amount										
Rain barrels & associated eqpt.	\$ 650	Sites	6	\$ 3,900	\$ 3,900	\$ 3,900	\$ 3,900	\$ 3,900	\$ -	\$ 3,900	\$ -	\$ -		
Cisterns and associated eqpt.	\$ 4,500	Sites	2	\$ 9,000	\$ 9,000	\$ 9,000	\$ 9,000	\$ 9,000	\$ -	\$ 9,000	\$ -	\$ -		
Rain garden-Biotreatment mix	\$ 67	cu.yd.	50	\$ 3,350	\$ 3,350	\$ 3,350	\$ 3,350	\$ 3,350	\$ -	\$ 3,350	\$ -	\$ -		
Rain garden-drain rock	\$ 54	ton	25	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350	\$ -	\$ 1,350	\$ -	\$ -		
Rain garden-cobbles	\$ 155	ton	1	\$ 155	\$ 155	\$ 155	\$ 155	\$ 155	\$ -	\$ 155	\$ -	\$ -		
Plants	\$ 1,250	Site	4	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ -	\$ -		
Gloves				\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ -	\$ 200	\$ -	\$ -		
Hand tools				\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ -	\$ 500	\$ -	\$ -		
Interpretive signs				\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ -	\$ 3,000	\$ -	\$ -		
Volunteer snacks				\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ -	\$ 1,000	\$ -	\$ -		
<b>Grand Totals</b>				\$ 27,455	\$ 700	\$ 4,000	\$ 22,755	\$ 22,755	\$ -	\$ 22,755	\$ -	\$ -		
				\$ 189,261	\$ 34,944	\$ 60,700	\$ 93,617	\$ 93,617	\$ 7,967	\$ 49,813	\$ 13,649	\$ 22,188		

Note: The plant price is based on the need for estimated 500 plants at \$3 to \$10 per plant. The price includes onsite self conducted field testing using the pear bait method. Any offsite lab testing is not included in the price.

FY 2016. Safe, Clean Water Project B3 Grant Program  
SCWWD/Acterra - Greening Urban Watersheds



**APPENDIX E  
PAYMENT REQUEST FORM**

GRANT:	
AGREEMENT	GRANTEE/PARTNER:
INVOICE NO.	
PROJECT TITLE:	
TYPE OF PAYMENT: <input type="checkbox"/> Advance <input checked="" type="checkbox"/> Reimbursement <input type="checkbox"/> Final	
PAYMENT INFORMATION (Round all figures to the nearest dollar):	
a. Project Amount	\$ _____
b. Funds Received to Date	\$ _____
c. Available (a. minus b.)	\$ _____
d. Amount of This Request	\$ _____
e. Remaining Funds After This Payment (c. minus d.)	\$ _____
SEND PAYMENT TO:	
Grantee Name	_____
Street Address	_____
City, State, Zip Code	_____
Attention	_____
4. "I certify, under penalty of perjury under the laws of the State of California, that the Quarterly/Monthly Status Report and all attachments, signed on the date below, on behalf of Grantee, were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the loss of the current and future Grant Funding."	
TYPED OR PRINTED NAME OF PERSON AUTHORIZED BY RESOLUTION:	Title
SIGNATURE OF PERSON AUTHORIZED BY RESOLUTION:	DATE
FOR SANTA CLARA VALLEY WATER DISTRICT USE ONLY	
PAYMENT APPROVAL SIGNATURE	DATE

(Refinements can be made after consultation with District Project Manager)

## PAYMENT REQUEST FORM INSTRUCTIONS

The following instructions correspond to items on the Payment Request Form:

**Agreement Number**—As shown on page 1 of the Agreement following execution of the Agreement by both Parties.

**Grantee**—GRANTEE name as shown on the Grant Agreement.

**Project Title**—Title of Project for which payment is requested.

1. **Type of Payment**—Check appropriate box, and submit this form:

**Reimbursement**—When Grantee has periodically spent funds to implement the Project, and is requesting reimbursement; or

**Final**—When Grantee has completed the Project, and is requesting the final payment.

2. **Payment (Including Matching Fund) Information:**

a. **Project Grant Amount**—The amount of District grant funds allocated to this Project

b. **Funds Received to Date**—Total amount already received for this Project

c. **Available**—(a. minus b.)

d. **Amount of This Payment Request**—Amount that is requested

e. **Remaining Funds After This Payment**—(c. minus d.)

3. **Send Payment to:** Grantee Name, Address, and Contact Person

4. All reports submitted to the District must include the following certification page signed by an officer of Grantee's organization:

*"I certify, under penalty of perjury under the laws of the State of California, that the Quarterly/Monthly Status Report and all attachments, signed on the date below, on behalf of Grantee, were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the loss of the current and future Grant Funding."*

Typed or printed name of person authorized by Resolution.

5. Signature of person authorized by Resolution.

6. Payment approval signature and date—For District staff.

**Additional Information to supply with Payment Request Form:**

1. Attached documentation to support charges (i.e., subcontractor invoices, receipts, etc.).

2. Attached proof of accomplishments for those tasks being charged against (i.e., draft plans/designs, final plans/designs, environmental documentation, etc.).

3. Attached Appendix F with updated information.

**APPENDIX F  
STATUS REPORT FORM**

Grantee/Partner: \_\_\_\_\_

Funding Program: \_\_\_\_\_

Project Name: \_\_\_\_\_

TASKS	NUMERICAL TARGET IF IDENTIFIED	STATUS (ON TARGET, MODIFICATION NEEDED OR COMPLETED)			%COMPLETION	COMMENTS (IDENTIFY COMPLETED TASKS AND EXPLAIN VARIATIONS)
		Scope	Schedule	Budget		
Task 1						
Task 2						
Task 3						
Task 4						
Task 5						
-						
Overall Project						
Issues or Concerns/Proposed Resolution						
Other items						

Refinements can be made after consultation with District Project Manager. Attach schedule modifications if needed. All projects are encouraged to maintain its own website to ensure work completed can be shared with the public.

**APPENDIX G  
RESOLUTION**

**APPENDIX G. SAMPLE RESOLUTION  
Resolution No: 862016-2**

**RESOLUTION OF THE Acterra: Action for a Healthy Planet Board of Directors**

**APPROVING THE APPLICANT TO APPLY FOR GRANT OR PARTNERSHIP FUNDS  
UNDER THE SAFE, CLEAN WATER AND NATURAL FLOOD PROTECTION PROGRAM**

WHEREAS, the Santa Clara Valley Water District has enacted the 2016 Safe Clean Water  Project B3 Grants and Partnerships Program, which provides funds for pollution prevention.  Project D3 Grants and Partnerships Program, which provides funds for restoration of wildlife habitat.

WHEREAS, the Santa Clara Valley Water District's Water Resources Planning and Policy Unit has been delegated the responsibility for the administration of the grant and partnership program, setting up necessary procedures; and

WHEREAS, said procedures established by the Santa Clara Valley Water District require Applicant's Governing Body to certify by resolution the approval of Applicant to apply for and accept grant program funds; and

WHEREAS, Applicant will enter into a Grant Agreement with the Santa Clara Valley Water District;

NOW, THEREFORE, BE IT RESOLVED that the Acterra: Action for a Healthy Planet Board of Directors hereby:

1. Approves the submission of an Application for grant funds from the Safe, Clean Water and Natural Flood Protection Program  Project B3  Project D3;
2. Approves the acceptance of grant funds from the Safe, Clean Water and Natural Flood Protection Program  Project B3  Project D3, upon approval of grant funding for the Project by appropriate authorities;
3. Certifies that the Applicant has or will have sufficient funds to operate and maintain the Project(s);
4. Certifies that the Applicant will review and agree to the Special Provisions, General Provisions, Financial Provisions and Insurance Requirements contained in the Agreement; and
5. Appoints the Stewardship Program Director as agent to conduct all negotiations, execute and submit all documents including, but not limited to Applications, agreements, payment requests and so on, which may be necessary for the completion of the Project.

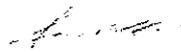
Approved and Adopted on the 6 day of August, 2015.

I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by Acterra: Action for a Healthy Planet Board of Directors Executive Committee following a roll call vote:

AYES 4

NOES 0

ABSENT 2

  
\_\_\_\_\_  
Clerk  
Sudhanshu Jain

## APPENDIX H INSURANCE REQUIREMENTS

Grantee will ensure that the Santa Clara Valley Water District, its directors, officers, agents and employees are named as additional insureds on all Commercial General and Automobile Liability policies to be obtained by vendors working on this Project.

Please refer to the insurance requirements listed below:

Without limiting the Contractor's indemnification of, or liability to, the Santa Clara Valley Water District ("District"), the Contractor must provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

Contractor must provide its insurance broker(s)/agent(s) with a copy of these requirements and warrants that these requirements have been reviewed by Contractor's insurance agent(s) and/or broker(s), who have been instructed by Contractor to procure the insurance coverage required herein.

In addition to certificates, Contractor must furnish District with copies of original endorsements affecting coverage required by this Appendix. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. **All endorsements and certificates are to be received and approved by District before the contract commences.** In the event of a claim or dispute, District has the right to require Contractor's insurer to provide complete, certified copies of all required pertinent insurance policies, including endorsements affecting the coverage required by this Appendix.

Contractor must, at its sole cost and expense, procure and maintain during the entire period of this Agreement the following insurance coverage(s).

### Required Coverages

1. **Commercial General/Business Liability Insurance** with coverage as indicated:  
**\$1,000,000** per occurrence / **\$1,000,000** aggregate limits for bodily injury and property damage  
**\$1,000,000** Products/Completed Operations aggregate (to be maintained for at least three (3) years following acceptance of the work by District.  
General Liability insurance must include:
  - a. Coverage that is at least as broad as that found in the standard ISO Form CG 00 01.
  - b. Contractual Liability expressly including liability assumed under this contract.
  - c. If Contractor will be working within fifty (50) feet of a railroad or light rail operation, any exclusion as to performance of operations within the vicinity of any railroad bridge, trestle, track, roadbed, tunnel, overpass, underpass, or crossway must be deleted, or a railroad protective policy in the above amounts provided.
  - d. Severability of Interest
  - e. Broad Form Property Damage liability
  - f. If the standard ISO Form wording for "OTHER INSURANCE," or other comparable wording, is not contained in Contractor's liability insurance policy, an endorsement

must be provided that said insurance will be primary insurance and any insurance or self-insurance maintained by District, its Directors, officers, employees, agents or volunteers will be in excess of Contractor's insurance and will not contribute to it.

2. **Business Auto Liability Insurance** with coverage as indicated:  
**\$1,000,000** combined single limit for bodily injury and property damage per occurrence, covering all owned, non-owned and hired vehicles.
3. **Workers' Compensation and Employer's Liability Insurance**  
Statutory California Workers' Compensation coverage covering all work to be performed for the District.  
Employer Liability coverage for not less than \$1,000,000 per occurrence.

### **General Requirements**

**With respect to all coverages noted above, the following additional requirements apply:**

1. **Additional Insured Endorsement(s)** Contractor must provide an additional insured endorsement for Commercial General/Business Liability and Business Automobile liability coverage naming the **Santa Clara Valley Water District, its Directors, officers, employees, and agents, individually and collectively**, as additional insureds, and must provide coverage for acts, omissions, etc. arising out of the named insureds' activities and work. Other public entities may also be added to the additional insured endorsement as applicable and the Contractor will be notified of such requirement(s) by the District.  
(NOTE: Additional insured language on the Certificate of Insurance is **NOT** acceptable without a separate endorsement such as Form CG 20 10, CG 2033, CG 2037. Note: Editions dated 07/04 are not acceptable)
2. **Primacy Clause:** Contractor's insurance must be primary with respect to any other insurance which may be carried by the District, its officer, agents and employees, and the District's coverage must not be called upon to contribute or share in the loss.
3. **Cancellation Clause Revision:** The Certificate of Insurance **MUST** provide **30 days notice of cancellation, (10 days notice for non-payment of premium)**. **NOTE: The standard wording in the ISO Certificate of Insurance is not acceptable.** The following words must be crossed out or deleted from the standard cancellation clause: "...endeavor to..." AND "...but failure to mail such notice must impose no obligation or liability of any kind upon the company, its agents or representatives."
4. **Acceptability of Insurers:** All coverages must be issued by companies admitted to conduct business in the State of California, which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the District's Risk Management Administrator.
5. **Self-Insured Retentions or Deductibles:** Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees and volunteers; or the Contractor shall

provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

6. **Subcontractors:** Should any of the work under this Agreement be sublet, the Contractor must require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractors may insure subcontractors under its own policies.
7. **Amount of Liability not Limited to Amount of Insurance:** The insurance procured by Contractor for the benefit of the District must not be deemed to release or limit any liability of Contractor. Damages recoverable by the District for any liability of Contractor must, in any event, not be limited by the amount of the required insurance coverage.
8. **Coverage to be Occurrence Based:** All coverage must be occurrence-based coverage. Claims-made coverage is not allowed.
9. **Waiver of Subrogation:** Contractor agrees on to waive subrogation against the District to the extent any loss suffered by Contractor is covered by any Commercial General Liability policy, Automobile policy, or Workers' Compensation policy, described in **Required Coverages** above. Contractor agrees to advise its broker/agent/insurer about this provision and obtain any endorsements, if needed, necessary to ensure the insurer agrees.
10. **Non-compliance:** The District reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.
11. **Please mail the certificates and endorsements to:**  
**Contract Administrator**  
**Santa Clara Valley Water District**  
**5750 Almaden Expressway**  
**San Jose, CA 95118**

**IMPORTANT:** On the certificate of insurance, please note either the name of the project or the name of the District contact person or unit for the contract.

If your insurance broker has any questions please advise him/her to call Mr. David Cahen, District Risk Management Administrator at (408) 265-2607, extension 2213.

**SANTA CLARA VALLEY WATER DISTRICT**

**Safe, Clean Water and Natural Flood Protection Program**

**FY 2016 SAFE, CLEAN WATER PROJECT D3 GRANT**

This FY 2016 Safe, Clean Water Project D3 Grant Agreement (Agreement), effective upon full execution, is entered into by and between the Santa Clara Valley Water District, a California special district (District) and Acterra Stewardship, a fiscally-sponsored project of Acterra: Action for a Healthy Planet, a non-profit-501(c) (3) organization (Grantee). District and Grantee may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement." This Agreement provides for funding to support Grantee's Byrne Preserve Riparian Enhancement Project (Project).

**RECITALS:**

- A. The District's mission is to provide Silicon Valley safe, clean water for a healthy life, environment, and economy.
- B. In November 2012, the voters of Santa Clara County passed Measure B establishing a special tax to fund the Safe, Clean Water and Natural Flood Protection program (Safe, Clean Water).
- C. The Safe, Clean Water Program special tax provides funding for activities consistent with this 2016 Safe, Clean Water Project D3, focused on habitat restoration, providing access to trails and open space, education and outreach.
- D. On August 16, 2015, the Grantee's Board of Directors adopted a Resolution authorizing Grantee's application for Grant Program funding and acceptance of the grant, if awarded, for Byrne Preserve Riparian Enhancement Project (see Appendix G, Resolution).
- E. Grantee submitted an application to the District for the Project to carry out wildlife habitat restoration and to provide education and outreach.
- F. On December 8, 2015, the District's Board of Directors authorized the District's Chief Executive Officer (CEO), following CEQA compliance, to approve and execute a grant agreement with Grantee to fund the Project in the amount not to exceed \$136,469.
- G. Consistent with application submitted, Grantee has secured funding from Santa Clara Valley Water District in the amount of specified above and any additional funds necessary to complete the Project will be supplied by the Grantee.

The Parties agree to the following terms and conditions:

**Section 1. Special Provisions**

- A. Within the Project Performance Period, Grantee will mention the Project and the District's Safe, Clean Water Program as a funding source in at least one article published in any newspaper, magazine, e-newsletter or social media that the Grantee issues or submits materials to for publication.

- B. Grantee shall post signs acknowledging the District's participation in the development of the Project and the use of Safe, Clean Water funds, should there be an implementation component. District to provide sign template(s) to Grantee, upon request, for use in Project where feasible.
- C. Grantee shall invite, in writing, members of the District Board to participate in any groundbreaking, opening, or ribbon cutting ceremony associated with the Project. Board members will be given the opportunity to speak if other elected officials have speaking roles.
- D. After Project completion, Grantee will make a presentation to the District's Board or other venues or post Project factsheet and presentation materials at the District's website regarding the Project outcome

## **Section 2. General Provisions**

### **A. Definitions**

1. Acquisition: to obtain fee title or a lesser interest in real property, including a conservation easement or development rights.
2. Agreement: this contract between the District and the Grantee specifying the payment of funds by the District for the performance of the Project Scope within the Project Performance Period by the Grantee.
3. Application: the 2016 Safe, Clean Water Project D3 Grant Program application and accompanying attachments submitted to the District for the District's Grant Program.
4. Development: The creation, by construction of or addition to existing facilities, of new watershed activities at the Project site.
5. District: Santa Clara Valley Water District.
6. Grant Program: 2016 Safe, Clean Water Project D3 Grant Program.
7. Project: Grantee's Project as described in Appendix A, Project Scope, approved for a grant award by the District's Board.
8. Project Completion: Project completion per requirements stated in Section 2. General Provisions, G. Project Completion.
9. Project Grant Amount: The amount of Grant funds allocated by the District's Board to Grantee for the Project.
10. Project Performance Period: The Project period commencing with full execution of this Agreement by both Parties and expiring as stated in Section 2. General Provisions, H. Agreement Term.
11. Property: The real property described in Appendix A, Project Scope, for acquisition or development with the Project.

12. **Safe, Clean Water:** The District's Safe, Clean Water and Natural Flood Protection Program special tax approved by Santa Clara County voters in November 2012.
13. **Total Project Cost:** The full cost of the Project, including funds from all funding sources, as identified in Appendix C, Project Budget.

*B. Project Execution*

1. District hereby grants to Grantee the Project Grant Amount, in consideration of, and on condition that, the sum be expended for the sole purpose of carrying out the objectives as set forth in the Project as identified in Appendix A, Project Scope, consistent with the terms and conditions set forth in this Agreement.
2. Grantee is responsible for securing all other necessary funds to accomplish the Project. Any significant modification or alteration to the Project Scope is subject to prior consideration and approval by the District. Such a request must be submitted in writing to the District Contact, per Section 4. Miscellaneous Provisions; A. Miscellaneous Provisions, Item 5 of this Agreement. District's disbursement of Grant funds is dependent on District approval of changes the District deems are significant.
3. Grantee will complete the Project in accordance with Appendix A, Project Scope, Appendix B, Project Schedule, and Appendix C, Project Budget.
4. Project Scope, Project Schedule and Project Budget may only be adjusted pursuant to a written amendment to this Agreement, signed by both Grantee and District in advance of such adjustment. Project Schedule adjustments that do not impact the expiration date of this Agreement and Project Budget adjustments with 10% of each task that does not impact the total amount specified may be approved by District Project Manager without a formal amendment to this Agreement.
5. Grantee must comply with all applicable federal, state, and local codes, statutes, laws, regulations, and ordinances, including, but not limited to, financial requirements, legal requirements for construction contracts, building codes, health and safety codes, laws and codes pertaining to individuals with disabilities; and Guidelines and Standards for Land Use Near Streams and other appropriate plans. If the Grantee is a public agency, the Grantee will be the lead agency for purpose of complying with the California Environmental Quality Act (CEQA). In that case, the Grantee shall complete the CEQA review process and submit required documentation to the District prior to the District disbursing any grant funds. The required CEQA documentation must include one of the following: a notice of exemption filed with the County Clerk in the case of an exempted project, or otherwise an environmental impact report, mitigated negative declaration or negative declaration along with a copy of the notice of determination filed with the County Clerk. Grantee shall fulfill all the lead agency responsibilities, including consultation with the District and any other applicable responsible agencies. The disbursing of grant funds is contingent on the District completing CEQA review, if required, as a responsible agency. If the Grantee is a non-profit entity, the District will be the lead agency for purposes of CEQA. The District may request that the Grantee provide environmental information about

the project to assist the District's CEQA review. The disbursing of the grant funds is contingent upon District's completion of the CEQA review. For projects subject to CEQA review, the District has not committed to a definite course of action by executing this Agreement and is not limited in any way in exercising any discretion with respect to the Project, including but not limited to (i) considering other feasible alternatives and mitigation measures to avoid or minimize Project impacts, (ii) requiring Grantee to make such modifications deemed necessary to reduce Project impacts, or (iii) determining not to proceed with one or more component of the Project.

6. Grantee must secure (1) fee title, (2) leasehold, (3) other real property interest, (4) permit for site access, or (5) property owner's agreement for site access to the Project lands as necessary for performance of this Agreement.
7. Grantee must enter into a Joint Use Agreement for Use of any District property prior to execution of this Grant Agreement, or prior to reimbursement of grants funds for this Project, at District's discretion. However, nothing shall alter any preexisting right the Grantee may have.
8. Grantee must provide metadata for spatial data required for identifying the location and alignment of the project site per District's Geographical Information System data standards.

C. *Project Administration/Reporting Requirements*

1. Grantee shall provide written quarterly reports (on a fiscal year schedule), using the District's standard form presented in Appendix F, Status Report Form. Reports will be completed and submitted in conjunction with invoicing (Appendix D, Project Invoice) as appropriate. Status reports shall include an update per task as included in Appendix A, Project Scope.
2. Grantee shall provide one hard copy and one electronic version of items listed in Section 2. General Provisions, G. Project Completion.
3. All reports submitted to the District must include the following certification page signed by an officer of Grantee's organization:

*"I certify, under penalty of perjury under the laws of the State of California, that the Quarterly/Monthly Status Report and all attachments, signed on the date below, on behalf of Grantee, were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the loss of the current and future Grant Funding."*

4. Quarterly or final reporting will end with submittal of Project Completion packet (see Section 2. General Provisions, G. Project Completion).

*D. Termination of the Agreement*

1. Grantee may unilaterally terminate this Agreement at any time prior to District disbursement of Grant Program funds by providing 30 days written notice to District.
2. Failure by Grantee to comply with the terms of this Agreement may be cause for suspension or termination of funding by the District. Additionally, in the event of failure to complete Project, Grantee may be required to repay District for funds received, including interest earned at the District's pooled portfolio monthly interest yield corresponding to the month(s) the funds were due to the District.

*E. Indemnification*

1. Notwithstanding any other provision of this Agreement, Grantee agrees to defend, hold harmless and indemnify District, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs, reasonable attorney fees, and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real, or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, to the extent any of Liabilities arise out of , pertain to, or relate to the Grantee's performance of this Agreement or obligations stated herein, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to person or damage to property to the extent arising from the negligence or willful misconduct of District. The foregoing does not limit any strict liability imposed onto the Grantee by Law. The rights, duties, and obligations of the Parties as set forth above in this Section E. Indemnification, survive completion, termination, expiration, and suspension of this Agreement.

*F. Nondiscrimination*

1. The District is an equal opportunity employer and requires its Grantees to have and adhere to a policy of equal opportunity and non-discrimination. In the performance of the Agreement, the Grantee will comply with all applicable federal, state, local laws and regulations, and will not discriminate against any subcontractor, employee, or applicant for employment, in the recruitment, hiring, employment, utilization, promotion, classification or reclassification, transfer, recruitment advertising, evaluation, treatment, demotion, layoff, termination, rates of pay or other forms of compensation, and selection for professional development training (including apprenticeship), or against any other person, on the basis of sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), race, religion, color, national origin (including language use restrictions), ancestry, religious creed (including religious dress and grooming practices, political affiliation, disability (mental and physical, including HIV or AIDS), medical condition (cancer and genetic characteristics), genetic information, marital status, parental status,

gender, age (40 and over), pregnancy, military and veteran status, sexual orientation, gender identity and gender expression, the exercise of family and medical care leave, the exercise of pregnancy disability leave, or the request, exercise, or need for reasonable accommodation.

2. Compliance with Applicable Equal Opportunity Laws. The Grantee's policy must conform with applicable state and federal guidelines including the Federal Equal Opportunity Clause, "Section 60-1.4 of Title 41, Part 60 of the Code of Federal Regulations," Title VII of the Civil Rights Act of 1964 as amended; the American's with Disabilities Act of 1990; the Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code Section 12900 et. Seq.); California Labor Code Sections 1101 and 1102.
3. Public Access to Completed Project. Project will be open to members of the public generally during hours specified by the Grantee, except as noted in the Special Provisions of this Agreement, pursuant to provisions of the enabling legislation and/or Program, or any joint use agreement with the District.

*G. Project Completion*

1. After Grantee completes the Project by meeting all requirements stated in Appendix A, Project Scope, Grantee must submit the Project Completion packet detailed in a. -f. below to the District Contact and it must include:
  - a. Final Payment Request Form (Appendix E).
  - b. Final Invoice (Appendix D).
  - c. Final Status Report Form (Appendix F), including documentation of accomplishments.
  - d. Notice of Completion for public works construction projects.
  - e. Written communication from Grantee stating that Project is complete, including list of tasks completed and signature by authorized representative.
  - f. Presentation to the Board of Directors on completed Project. District will provide Grantee with approximate Board presentation date prior to expiration of the Agreement Term. Alternatively, District may require a final report which includes a presentation file and a factsheet be posted at Grantee's or District's website.
2. District conducts final on-site Project inspection as deemed necessary.
3. District processes Grantee's invoice for final payment.

*H. Agreement Term*

1. The term of this Agreement commences upon full execution by the Parties. Approval of this Agreement by both Parties is necessary for any disbursement of Grant funds. This Agreement expires upon the earliest of: Project Completion in

accordance with Section 2. General Provisions, G. Project Completion; or June 30, 2019.

*I. Insurance Provisions*

1. During the entire term of the Agreement, Grantee must maintain the insurance coverages described in Appendix H. Insurance Requirements.

**Section 3. Financial Provisions**

*A. Accounting and Audit Requirements*

1. Grantee must maintain an accounting system that accurately reflects fiscal transactions, with the necessary controls and safeguards. Grantee should provide clear audit trails, especially the source of original documents such as, but not limited to, receipts, progress payments, invoices, time cards, etc. **AVOID AUDIT EXCEPTIONS—KEEP ACCURATE RECORDS.**
2. Grantee agrees that District, or its agent, has the right to review, obtain, and copy all records pertaining to performance of this Agreement. Grantee agrees to provide District, or its agent, with any relevant information requested and will permit District, or its agent, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting or copying books, records, accounts, computerized records, and other materials that may be relevant to the matter under investigation for the purpose of determining compliance with this Agreement. Grantee further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.
3. Grantee's detailed budget is included as Appendix C, Project Budget and is consistent with Grantee's Project Proposal. The Project Budget will be used by District as the basis for evaluating Grantee's invoices for Grant funds. In cases where invoices are inconsistent with the Project Budget, invoices must either be revised for consistency or an amendment to this Agreement may be necessary to align the Project Budget with the actual reimbursable expenditures for the Project.
4. Grantee must document its eligibility for award and receipt of Safe, Clean Water Grant Funds by verifying it is not included in any current Federal List of Parties Excluded from Federal Procurement or Non-procurement Programs. Exclusion of Grantee from this list, verified at <http://www.dol.gov/ofccp/regs/compliance/preaward/debarlst.htm>, demonstrates the Grantee's good status regarding suspension and debarment and eligibility for Grant Program funds.
5. Grantee is responsible for repayment to District of any disallowed cost. Disallowed costs may be identified through audits, monitoring, or other sources of information that become available to the District after the District has satisfied an invoice from Grantee and disbursed Safe, Clean Water Grant funds.
6. Construction costs are deemed "reasonable" if obtained by competitive bidding, or by other legal means as demonstrated by either Party.

*B. Eligible Costs*

Total Project Grant Amount is not-to-exceed that amount identified in Recitals, Item G. and will be disbursed to Grantee according to the terms and conditions as stated in Section 3. Financial Provisions, C. Payment Request Process and D. Invoicing.

1. Only Project-related costs incurred during the Project Performance Period, excluding costs incurred prior to and during preparation of the Grant application, specified in this Agreement are eligible for reimbursement. All such costs must be supported by appropriate documentation, including but not limited to subcontractor invoices and receipts (see Appendix D. Project Invoice).
2. Personnel or Employee Services—Services of the Grantee's employees engaged in Project execution are eligible costs. These direct labor costs must be computed according to the Grantee's prevailing wage or salary scales and may include fringe benefit costs such as vacation, sick leave and social security contributions that are customarily charged to the Grantee's various projects for which the Grantee has submitted a Benefit Rate Calculation to the District. Indirect overhead is limited to 10% of Salary plus Benefits. Costs charged to the Project must be computed on actual time spent on a project, and supported by time and attendance records describing the work performed on the Project. Benefit rates shall be limited to no more than 20% of labor rates. Overtime costs may be allowed under the Grantee's established policy; provided that the regular work time was devoted to the same project.
3. Salaries and wages claimed for employees working on grant-funded projects must not exceed the Grantee's established rates for similar positions.
4. Project costs for non-construction tasks are limited to 20% of District contribution to Total Project Cost, for projects that include a construction task.
5. Consultant Services—The costs of consultant services necessary for the Project are eligible. Consultants must be paid by the customary or established method and rate of the Grantee. No consultant fee may be paid to the Grantee's own employees.
6. Construction Equipment—Equipment owned by Grantee may be charged to the Project for each use. Equipment use charges must be made in accordance with the Grantee's normal accounting practices. The equipment rental rates published by the California Department of Transportation may be used as a guide.
  - a. If the Grantee's equipment is used, a report or source document must describe the work performed, indicate the hours used and relate the use to the Project.
  - b. The purchase of equipment with Grant funds is not permissible.
7. Construction Supplies and Materials—Supplies and materials may be purchased for a specific project or may be drawn from a central stock, provided they are claimed at a cost no higher than that paid by the grant recipient. Supplies and materials purchased for the construction of a piece of equipment, a structure or a

part of a structure may be charged to the Project. If charged, only that cost incurred during the Project performance period and attributed to the Project may be claimed.

8. Signs and Interpretive Aids—The cost of signs, display boards, or other minor interpretive aids relating to the Project are eligible.
9. Construction—The costs of all necessary construction activities, from site preparation (including demolition, excavation, grading, etc.) to the completion of a structure or facility are eligible.
10. Acquisition—Costs of acquiring real property interests are eligible and may include the purchase price of the property, appraisals, surveys, preliminary title reports, escrow fees, title insurance fees.
11. Relocation Costs—Relocation costs are allowable for projects that result in displacement of any person and/or business. The Grantee must comply with all federal and local laws, as well as the requirements of the State Relocation Act (Chapter 16 Government Code, Section 7260 et seq.), if applicable, even if relocation costs are not claimed for reimbursement.
12. Other Expenditures—In addition to the major categories of expenditures, reimbursements may be made for miscellaneous costs necessary for execution of the Project. Examples of such costs include:
  - a. Postage; and
  - b. Transportation costs for moving equipment and/or personnel.

C. *Payment Request Process*

This Grant Agreement is based on a reimbursement model with specific details as noted below.

1. Grantee may submit multiple Payment Request Forms as necessary, but not more often than monthly.
2. After Grantee completes the Project, Grantee submits the Project Completion Packet (see Section 2. General Provisions, G. Project Completion) and the Payment Request Form (Appendix E) for the final payment.

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<b>PAYMENT REQUEST PROCESS</b>		
<b>PAYMENT TYPE</b>	<b>WHEN TO SUBMIT IT</b>	<b>SUPPORTING DOCUMENTATION TO SEND TO PROJECT OFFICER</b>
Payment Request Reimbursement (up to 90% of the total Project Grant Amount)	Once Grantee can provide evidence to show significant progress toward completing Project tasks.	<ul style="list-style-type: none"> <li>• Payment Request Form (Appendix E)</li> <li>• Invoice Form (Appendix D)</li> <li>• Status Report Form (Appendix F)</li> <li>• For direct expenses, copies of invoices with all attachments shall be submitted</li> <li>• For labor costs, copies of Timesheets shall be submitted</li> <li>• For Benefits Costs, a Benefits Rate Calculation will be submitted</li> <li>• Documentation of accomplishments (i.e., draft and final plans, designs, etc.)</li> </ul>
Final (10%)	After Grantee has completed the Project	<ul style="list-style-type: none"> <li>• Project Completion packet (see Section 2. General Provisions, G. Project Completion)</li> </ul>

**D. Invoicing**

1. The Project Invoice (Appendix D) and Status Report Form (Appendix F) shall accompany the Payment Request Form (Appendix E) and shall incorporate Grantee name and remittance address, a description/itemization of goods or services, dollar amount of goods or services, invoice date and number, and Agreement number. Work performed shall be determined on a per task basis as outlined in the Project Scope (Appendix A) and Project Schedule (Appendix B). All requests for reimbursements will be accompanied by materials providing evidence of significant Project progress accomplishments commensurate with level of reimbursement requested.
2. District will review Grantee's invoice within ten working days from receipt and advise Grantee of any disputed items. District will review and approve undisputed invoices within ten working days from receipt and issue payment within forty-five calendar days from receipt. District will pay invoices within forty-five calendar days from date invoice is approved by District's Project Manager.
3. Grantee's invoice must include invoices from subcontractors documenting task, task budget, percentage complete, prior billing if any, current billing, and total billed. Documentation supporting Grantee's invoice(s) must document work performed consistent with the frequency of Grantee's invoices to District.

**Section 4. Miscellaneous Provisions**

**A. Miscellaneous Provisions**

1. Grantee's waiver of any term, condition, covenant, or breach of any term, condition, or covenant shall not be construed as a waiver of any other term, condition, or covenant or breach by any other term, condition or covenant.
2. This Agreement contains the entire Agreement between District and Grantee relating to the Project. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

3. This Agreement shall be governed and construed in accordance with the laws of the State of California.
4. This Agreement may be executed in counterparts and will be binding as executed.
5. Grantee's request(s) for minor modification(s) to the Project Scope, Project Schedule, or Project Budget must be submitted in writing, prior to the expiration of this Agreement, and will be considered for approval by the District's executive management responsible for the Safe, Clean Water Grant Program provided:
  - a. The Grant award by the District's Board did not impose a restriction on such revisions; and
  - b. No additional Grant funds are requested. All such requests will be considered by the District's executive management responsible for the Safe, Clean Water Grant Program.
6. Revisions to the Project Scope, Project Schedule, or Project Budget are subject to review and prior approval of the District.
7. An extension to the term of this Agreement for a period up to twelve (12) months beyond the current expiration date may be approved by District. Requests for term extensions must be submitted in writing and received no later than sixty (60) calendar days prior to the expiration of this Agreement. Grantee must submit sufficient documentation in support of its request to enable the District's executive management to evaluate Grantee's request. The District's executive management will consider criteria such as the following:
  - a. The amount of Grant funds not yet disbursed to Grantee;
  - b. Grantee's progress in completing the Project Scope and the reasons supporting any delays;
  - c. Whether Grantee has the dedicated human and financial resources to continue to complete the Project Scope during the extension period; and
  - d. Whether such extension is in the best interest of the District.
8. If approved by District, an amendment to this Agreement, extending its Term, must be executed in full prior to the original expiration date as stated in Section 2. General Provisions, H. Agreement Term. If this Agreement is not extended prior to its expiration, any unexpended Grant funds will be retained by the District and unavailable to the Grantee for the Project.
9. All Appendices, A (Project Scope), B (Project Schedule), C (Project Budget), D (Project Invoice), E (Payment Request Form), F (Status Report Form), G (Resolution), and H (Insurance Requirements) are hereby incorporated herein by this reference and made a part hereof, as though set forth in full.
10. Severability—if any provision of this Agreement is held invalid, that invalidity shall not affect other provisions of the Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

11. Survival—Section 3. Financial Provisions, B. Eligible Costs, C. Payment Request Process, and D. Invoicing, shall survive termination or expiration of this Agreement such that any Eligible Costs incurred during the Project Performance Period may be invoiced by Grantee and paid by the District provided invoices, including final invoice, are submitted prior to the expiration date of this Agreement as stated in Section 2. General Provisions, H. Agreement Term.

**B. Notices**

All notices and other communication required or permitted to be given under this Agreement shall be in writing and shall be personally serviced or mailed, postage prepaid and return receipt requested, addressed to the respective parties as follows:

<p>To SCVWD: Liang Lee Deputy Operating Officer Watershed Stewardship Division Santa Clara Valley Water District 5750 Almaden Expressway San Jose, CA 95118-3686 E-mail: llee@valleywater.org</p>	<p>To Grantee: Alexandra Von Feldt Stewardship Director Acterra Stewardship, a fiscally-sponsored project of Acterra: Action for a Healthy Planet 3921 East Bayshore Road Palo Alto, CA 94303 Phone: (650) 962-9876 x315 E-mail: alexv@acterra.org</p>
<p>Contact: Sarah Young Senior Project Manager Santa Clara Valley Water District 5750 Almaden Expressway San Jose, CA 95118 Phone: (408) 630-2468 E-mail: syoung@valleywater.org</p>	<p>Grantee Contact: Junko Bryant Assistant Director Acterra Stewardship 3921 East Bayshore Road Palo Alto, CA 94303 Phone: (650) 962-9876 x347 E-mail: junkob@acterra.org</p>

Acterra Stewardship, a fiscally-sponsored project of Acterra: Action for a Healthy Planet

Date: May 16, 2016

By:   
Alexandra Von Feldt  
Stewardship Director

SANTA CLARA VALLEY WATER DISTRICT

Date: 6/14/16

By:   
Norma J. Camacho  
Interim Chief Executive Officer

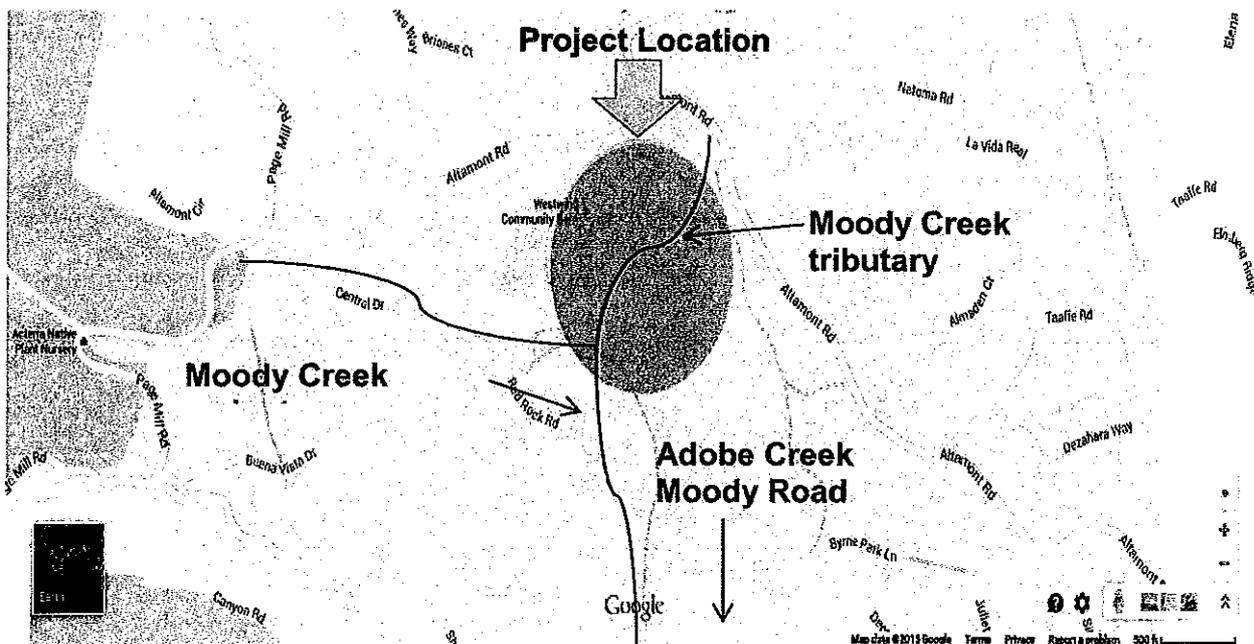
**APPENDIX A  
PROJECT SCOPE**

**Byrne Preserve Riparian Enhancement Project  
July 2016 – June 2019**

This project will restore a degraded tributary to Moody Creek located in Byrne Preserve. The work includes community engagement and education, monitoring of vegetation and channel geometry, invasive plant removal, and native plant re-vegetation.

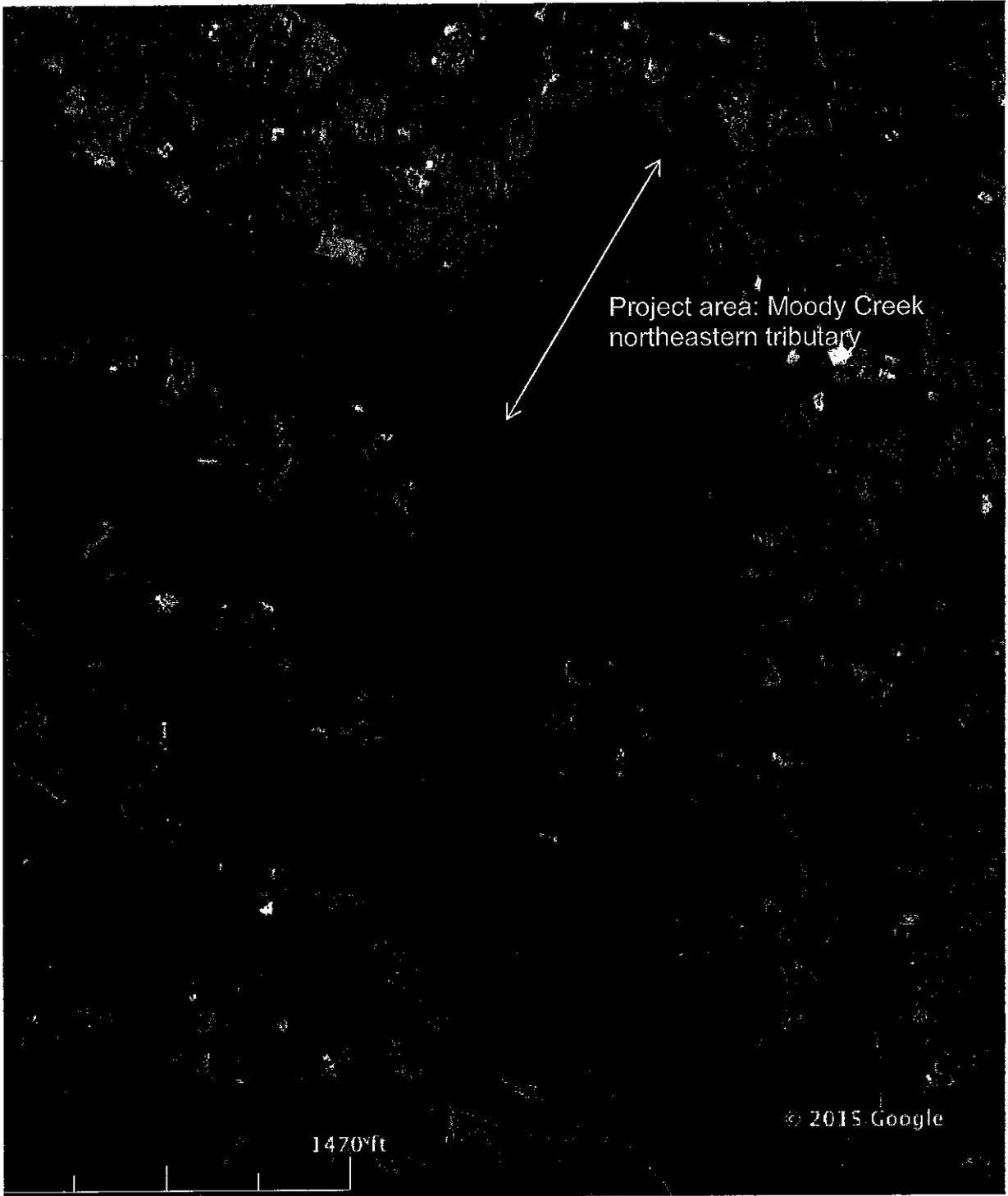
**1. Site location and map**

- a) **Location map and site plan (City , Watershed , Adjacent water bodies and creeks); City:** Los Altos Hills
- Watershed:** Adobe Creek
- Adjacent water bodies and creeks:** Moody Creek, Adobe Creek



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Google Earth Map of Moody Creek



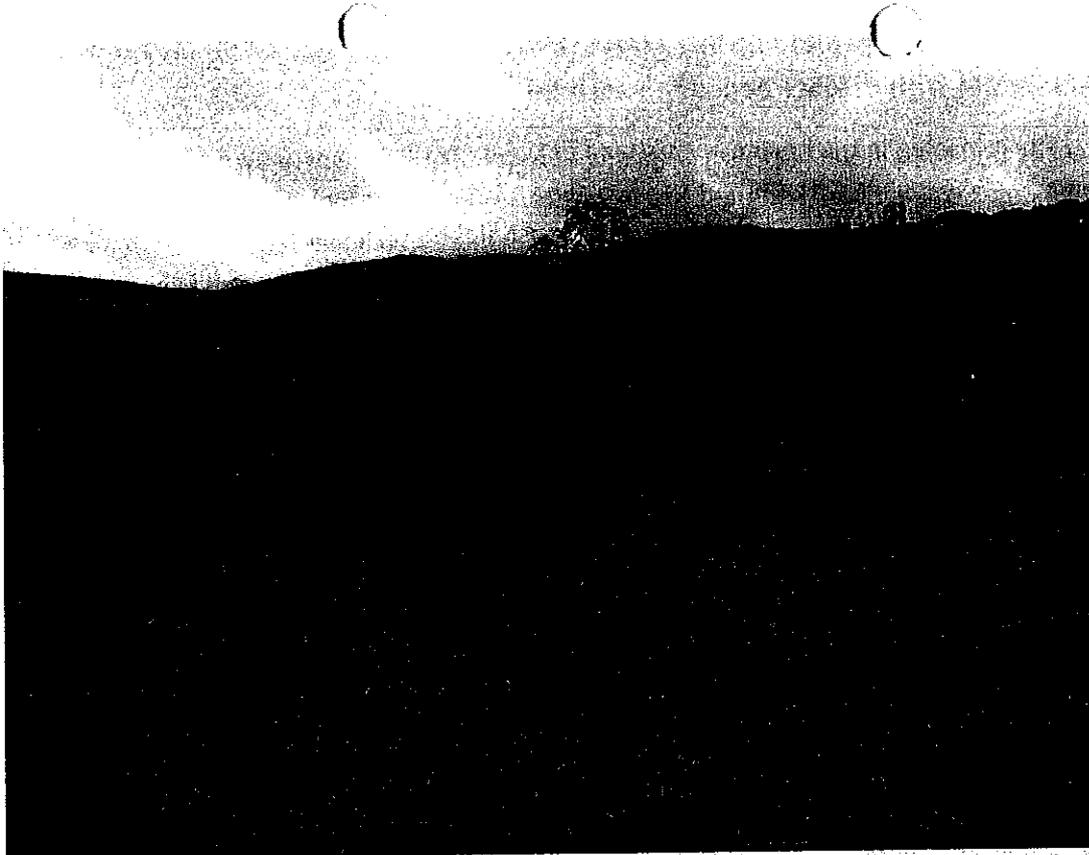
**b) Specific location Project (cross street to cross street, generally an easily identifiable Project reach) with Project access described**

The project site is located in the northern grassland of Los Altos Hills' 88-acre Byrne Preserve, within the upper Adobe Creek watershed. The target site focuses on 1,000 linear feet of a tributary to Moody Creek and its surrounding flood plain and upland areas. This includes 2,000 linear feet of creek bank on both sides of the creek, and over 5 acres (220,000 square feet) of upland habitat. The reach of tributary starts at Altamont Road near Natoma Road, and flows down to join Moody Creek near the border between Byrne Preserve and Westwind Community Barn property. From there, Moody Creek flows south until it meets Adobe Creek at Moody Road/Hidden Villa Farm & Nature Preserve. The main entrance to Byrne Preserve is by Westwind Community Barn at 27210 Altamont Road (cross street Black Mountain Road). There are additional entrance areas to the preserve along Altamont Road, via the Artemas Ginzton trailhead on Moody Road (directly across from Hidden Villa), from Moody Court and Central Drive, as well as on Byrne Park Lane.

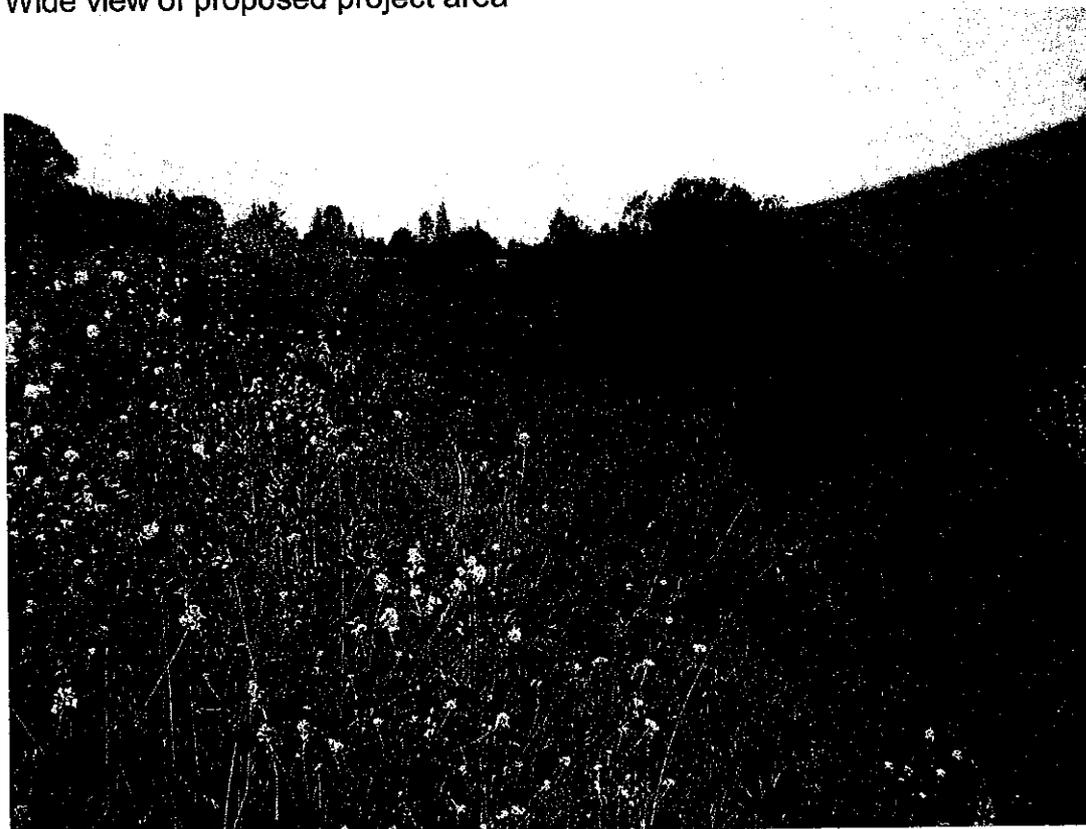
**c) Photos of Project site**



Erosion along Moody Creek tributary in proposed project area



Wide view of proposed project area



Invasive black mustard and Fuller's teasel along creek banks

**2. Measurable outcomes or project benefits**

- a) **Proposed improvements e.g., tons of trash to be removed; linear feet of riparian habitat restored; acres of invasive plants removed; acres of native plants planted; number of trash booms; fish barriers removed, etc.**

The proposed project will increase native biodiversity; improve wildlife forage, habitat, and refugia; enhance creek shading and water infiltration; reduce erosion; and halt the spread of invasive species that currently colonize creek banks and surrounding areas. Measurable project improvements include 2,000 linear feet of creek bank and over 5 acres (220,000 square feet) of upland vegetation surveyed and targeted for removal of 7 invasive plant species; 250 linear feet of creek seeded with locally native grasses; 600 linear feet staked with native willow sourced on-site; and 1,000 or more locally native plants installed and maintained to further augment habitat, control erosion, and stabilize creek banks.

In addition to these improvements, the project will have the added benefits of increasing community engagement in open space stewardship at the preserve. Measurable impacts on community engagement include 400 individuals served through 45 or more community workdays.

**b) Estimated duration for project completion**

The project timeline is three years from the start date. This project has a completion date of June 30, 2019, in alignment with grant requirements.

**3. Project tasks, including deliverables and milestones**

**Task 1 – Community Engagement and Education**

Deliverables	Milestones (Success Measures)
45 or more community workdays	Year 1: 15 community workdays Year 2: 15 community workdays Year 3: 15 community workdays
400+ volunteers served	Year 1: 125 volunteers served Year 2: 125 volunteers served Year 3: 150 volunteers served
1 creek/watershed sign	Year 1: Sign produced Year 2: Sign installed

**Task 2 – Monitoring of Vegetation and In-Stream Channel Geometry**

Deliverables	Milestones (Success Measures)
Pre/Post project vegetation survey	Year 1: Pre-project survey of 2,000 linear feet of creekside vegetation and 220,000 square feet of upland vegetation Year 3: Post-project survey of 2,000 linear feet of creekside vegetation and 220,000 square feet of upland vegetation
Pre/Post project channel geometry survey	Year 1: Pre-project survey Year 3: Post-project survey
Photo monitoring	Ongoing: Quarterly photomonitoring at set locations

### Task 3 – Invasive Plant Removal

Deliverables	Milestones (Success Measures)
2,000 linear feet of creek bank cleared of invasive plants	Year 1: 2,000 linear feet cleared Year 2: 2,000 linear feet cleared Year 3: 2,000 linear feet cleared
More than 5 acres (220,000 square feet) targeted for removal of 7 invasive plant species	Year 1: 220,000 square feet targeted Year 2: 220,000 square feet targeted Year 3: 220,000 square feet targeted

### Task 4 – Native Plant Revegetation

Deliverables	Milestones (Success Measures)
250 linear feet of creek seeded/maintained	Year 1: 250 linear feet of creek seeded
600 linear feet of willow staked/maintained	Year 1: 600 linear feet staked with willow Year 2: 600 linear feet staked to in-fill and replace die-back
1,000 or more plants installed/maintained	Year 2: 500 plants installed Year 3: 500 plants installed

### Task 5 – Project Management

Deliverables	Milestones (Success Measures)
Status reports to grantor	Ongoing: Quarterly status reports
Final grant report	Year 3: Final report and presentation to SCVWD

#### 4. Existing Agreements

Acterra has agreements - none of which affect this project - with the District for the following projects:

- McClellan Ranch Preserve Meadow Enhancement Project – Cupertino, habitat restoration, \$164,200, 50% complete, funding expires June 30, 2017.
- Lower Peninsula Healthy Creeks Project – Lower Peninsula, pollution prevention, \$68,600, 75% complete, funding expires June 30, 2017.
- Foothills Park Riparian Enhancement Project – Palo Alto, habitat restoration, \$126,300, 50% complete, funding expires June 30, 2017.

#### 5. Project team

The Grantee will ensure changes in team members will not affect the deliverables and the cost for the project. Such changes in team members will be reported in progress reports along with payment requests.

#### **Alex Von Feldt - Stewardship Director**

*Alex will oversee all aspects of project management and execution. Alex joined Acterra in 2010 after serving on the Board of Directors. She has years of experience in community organization and local government. Alex fundraised for and helped execute a creek restoration project that leveraged volunteers along with third party contractors. She is currently on the Town of Portola Valley's Planning Commission and has participated in several conservation-related projects for the Town. She has also*

worked with agencies in Los Palo Alto on family and education programs. Alex is an experienced project manager in the fields of business consulting and software development. Alex has a degree in Industrial Engineering from Cal Poly, San Luis Obispo.

#### **Claire Elliott – Senior Ecologist**

*Claire will support the project's public outreach and educational activities, and serve as a technical advisor.* Claire has 25 years of experience working as an environmental scientist and educator for non-profits, government agencies, and industry. Her teaching has included public outreach related to watershed protection, and three years as an environmental educator at Hidden Villa, a non-profit wilderness preserve and organic farm. Her educational background includes a Bachelor's in Biology, graduate studies in limnology, and a Master's in Environmental Engineering and Science from Stanford University.

#### **Paul Heiple - Botanist**

*Paul will assist in vegetation surveys and serve as a technical advisor for revegetation and invasive plant management.* Paul is a naturalist, interested in all aspects of science in the natural world. He is currently the California Native Plant Society Santa Clara Valley Chapter treasurer, Co-chair of the San Mateo County Weed Management Area, chair of the Portola Valley Conservation Committee, head Friday weeder at Edgewood County Park and an associate at Jasper Ridge where he works in the herbarium. Outside the world of plants, Paul is a geologist by training. He worked for Getty Oil Company exploring for oil in the Williston Basin of North Dakota.

#### **Deanna Giuliano - Native Plant Nursery Director**

*Deanna will assist in vegetation surveys, oversee native seed collection and propagation, and advise on plant palette selection and appropriate planting techniques.* Prior to joining Acterra in 2006, Deanna worked for three years at the UCSC Arboretums native garden doing propagation, wild seed collecting, curator duties, plant surveys along with a map using GPS and GIS technology, and garden maintenance. Deanna also worked for Central Coast Wilds for three years as their seed collections curator and assistant manager. She managed rare plant surveys on Fort Ord, and worked for the San Francisquito Watershed Council for 2 years as a restoration specialist and seed curator. Deanna has an AS in Horticulture from Cabrillo College and a BA in Environmental Studies combined with Biology from the University of California Santa Cruz.

#### **Kristen Williams - Project Manager**

*Kristen will manage community outreach, stewardship and educational activities, site maintenance, monitoring, evaluation, and reporting.* Kristen has been with Acterra since 2013, and has worked at our Byrne Preserve site since the beginning of the contract in April 2014. Kristen has a degree in Geography/ Environmental Studies from UCLA. While earning her degree, Kristen interned in the nursery at the Los Angeles non-profit TreePeople, supporting the Public Orchard and Wildland Restoration programs. She also worked with the UCLA Department of Geography to begin restoration of the last remaining plot of native vegetation on campus. After graduation, Kristen focused her efforts in the horticulture field, interning in the gardens at Filoli and then working as the nursery assistant at Flowers by the Sea on the North Coast. She has volunteered with both Mendocino Coast Botanical Gardens and Mendocino Land Trust.

#### **Board of Directors**

Ranae DeSantis, Kelly Drewitt, Susan Dunn, Edith Eddy, Lucille Glassman, Nancy Grove (President), Jerry Hearn, Suds Jain (Secretary), Lindsey Kalbrenner, Bruce Klafter, Steve Monosson (Treasurer), Mark Ostrau, Dan Quinn, Jonathan Taylor, Japjit Tulsii.

### **6. Project operation and maintenance**

Acterra Stewardship's contract with the Town of Los Altos Hills to conduct stewardship services and outreach activities at Byrne Preserve permits us to carry out all of the proposed operation and

FY 2016 Safe, Clean Water Project D3 Grant Program

SCVWD/Acterra Stewardship – Byrne Preserve Riparian Enhancement Project

maintenance activities. We are currently in Year 2/Quarter 4 of our Stewardship contract with the Town, which is renewable each Spring pending approval from the City Council.

## **7. Plans for Project monitoring or change management (where applicable)**

To monitor project effectiveness, Acterra Stewardship will conduct 1) photomonitoring of target species and workdays, and 2) pre- and post-surveys of vegetation and channel geometry across the project area. This will help us to document before/after conditions and assess our progress and impact over time.

In addition, Acterra Stewardship will monitor implementation through tracking of workday participation and deliverables. For each community work session that takes place, we will track the date, project area focus, duration, activities, number of volunteers involved, specific deliverables associated with each workday (e.g. number of plants installed, invasive species targeted, etc.), and volunteer names, ages, addresses, and affiliation. This tracking system allows us to assess whether we are apace with project activity goals at any given point during the grant period.

In terms of our internal systems for monitoring projects, the Stewardship Director meets at least monthly with Project Managers to monitor progress and troubleshoot implementation challenges. Externally, we provide quarterly progress reports to the Town of Los Altos Hills, and will also provide regular progress reports to the District in accordance with the grant agreement. These accountability measures will ensure that project partners/funders have the opportunity to monitor progress and keep abreast of any pertinent implementation issues that arise.

## **8. Other information as appropriate**

Moody Creek in Byrne Preserve provides valuable habitat and a critical movement corridor for wildlife between the Matadero and Deer Creek watersheds in residential Los Altos Hills and the extensive MidPeninsula Regional Open Space District lands immediately to the south. Wildlife biologists consider natural riparian corridors to be the single most important wildlife corridors and estimate that as many as 80% of western wildlife species rely on riparian corridors for food, shelter, breeding, or some other significant activity during their lifetime.

Wildlife commonly observed in Byrne Preserve include black-tailed deer (*Odocoileus hemionus columbianus*), bobcat (*Lynx rufus*), coyote (*Canus latrans*), gray fox (*Urocyon cinereoargenteus*), raccoon (*Procyon lotor*), black-tailed hare (*Lepus californicus*), cottontail rabbits (*Sylvilagus audubonii*), opossum (*Didelphis virginiana*), striped skunk (*Mephitis mephitis*), California ground squirrels (*Spermophilus beecheyi*) and other squirrel species, dusky-footed wood rat (*Neotoma fuscipes*), shrew and vole species, and bat species. Occasional mountain lion sightings have been reported. A group visiting the preserve in May 2014 identified 32 bird species, including raptors, songbirds, game birds, and herons. The preserve is also home to a variety of species of lizards, spiders, insects, reptiles, and amphibians. The proposed project site (the Moody Creek tributary) and the adjacent seasonal wet meadow host numerous pacific tree frogs and other amphibians.

An erosion control study of the project area was conducted by H.T. Harvey & Associates in 2003. The purpose of the study, commissioned by the Town of Los Altos Hills, was to investigate erosion issues in the Byrne Preserve grassland along Altamont, and present feasible solutions. The study concluded that "the soil erosion that the area is now experiencing will continue until appropriate measures are undertaken." The Byrne Preserve Riparian Enhancement Project supports their most environmentally-friendly solution to address the erosion issue, Alternative No. 3 (Full Environmental Swale Reconstruction): to "restore and create seasonal and permanent wetland habitats and revegetate with a large variety of native plant species to create an improved and extended ecosystem within the swale that goes beyond that which exists now."

**APPENDIX B  
PROJECT SCHEDULE**

Any changes in project schedule will be reported in the progress reports, as long as the changes do not extend beyond the expiration date.

The project will start July 1, 2016 and end June 30, 2019. Any changes in project schedule will be reported in the progress reports, as long as the changes do not extend beyond the expiration date.

<b>Task #</b>	<b>Task Description</b>	<b>Performance measures</b>	<b>Milestones</b>	<b>Start and End Dates</b>
1	Community engagement and education	<ul style="list-style-type: none"> <li>• 45 or more community workdays</li> <li>• 400+ volunteers served</li> <li>• 1 creek/watershed sign</li> </ul>	<ul style="list-style-type: none"> <li>• Year 1: 15 workdays, 125 vols, sign produced</li> <li>• Year 2: 30 workdays, 250 vols, sign installed</li> <li>• Year 3: 45 workdays, 400 vols</li> </ul>	7/1/16 – 6/30/19 (ongoing)
2	Vegetation and channel geometry monitoring	<ul style="list-style-type: none"> <li>• 2,000 linear feet of vegetation surveyed</li> <li>• Pre/ post plant lists</li> <li>• Photos from quarterly photomonitoring</li> <li>• Before/after workday photos</li> </ul>	<ul style="list-style-type: none"> <li>• Year 1: Pre-survey data collected; photos</li> <li>• Year 2: Photos</li> <li>• Year 3: Post-survey data collected; photos</li> </ul>	7/1/16 – 9/30/16 (pre-survey)  5/1/19 – 6/30/19 (post-survey)
3	Invasive plant removal	<ul style="list-style-type: none"> <li>• 2,000 linear feet cleared of invasive plants</li> <li>• 220,000 square feet targeted for removal of 7 invasive plant species</li> </ul>	<ul style="list-style-type: none"> <li>• Year 1: 2,000 linear ft/ 220,000 sq ft targeted</li> <li>• Year 2: 2,000 linear ft/ 220,000 sq ft targeted</li> <li>• Year 3: 2,000 linear ft/ 220,000 sq ft targeted</li> </ul>	9/1/16 – 6/30/19 (ongoing, removal schedule varies by species/life cycle)
4	Native plant revegetation	<ul style="list-style-type: none"> <li>• 250 linear feet of creek seeded/maintained</li> <li>• 600 linear feet willow-staked/maintained</li> <li>• 1,000 or more plants installed/maintained</li> </ul>	<ul style="list-style-type: none"> <li>• Year 1: 250 linear ft seeded ; 600 linear ft staked</li> <li>• Year 2: 500 plants installed; 600 linear ft staked</li> <li>• Year 3: 1,000 plants installed (cumulative)</li> </ul>	7/1/16 – 6/30/17 (seed collection, direct seeding, willow staking, maintenance)  7/1/17 – 6/30/18 (seed collection, willow staking, planting, maintenance) 7/1/18 – 6/30/19 (planting, maintenance)
5	Project management	<ul style="list-style-type: none"> <li>• Status reports to grantor</li> <li>• Final grant report</li> </ul>	<ul style="list-style-type: none"> <li>• Year 1: Quarterly status reports</li> <li>• Year 2: Quarterly status reports</li> <li>• Year 3: Quarterly status reports including report; presentation to SCVWD</li> </ul>	7/1/15 – 6/30/19 (ongoing)





**APPENDIX E  
PAYMENT REQUEST FORM**

GRANT:	
AGREEMENT	GRANTEE/PARTNER:
INVOICE NO.	
PROJECT TITLE:	
TYPE OF PAYMENT: <input type="checkbox"/> Advance <input checked="" type="checkbox"/> Reimbursement <input type="checkbox"/> Final	
PAYMENT INFORMATION (Round all figures to the nearest dollar):	
a. Project Amount	\$ _____
b. Funds Received to Date	\$ _____
c. Available (a. minus b.)	\$ _____
d. Amount of This Request	\$ _____
e. Remaining Funds After This Payment (c. minus d.)	\$ _____
SEND PAYMENT TO:	
Grantee Name	_____
Street Address	_____
City, State, Zip Code	_____
Attention	_____
<p><i>4. "I certify, under penalty of perjury under the laws of the State of California, that the Quarterly/Monthly Status Report and all attachments, signed on the date below, on behalf of Grantee, were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the loss of the current and future Grant Funding."</i></p>	
TYPED OR PRINTED NAME OF PERSON AUTHORIZED BY RESOLUTION:	Title
SIGNATURE OF PERSON AUTHORIZED BY RESOLUTION:	DATE
<b>FOR SANTA CLARA VALLEY WATER DISTRICT USE ONLY</b>	
PAYMENT APPROVAL SIGNATURE	DATE

**(Refinements can be made after consultation with District Project Manager)**

## PAYMENT REQUEST FORM INSTRUCTIONS

The following instructions correspond to items on the Payment Request Form:

**Agreement Number**—As shown on page 1 of the Agreement following execution of the Agreement by both Parties.

**Grantee**—GRANTEE name as shown on the Grant Agreement.

**Project Title**—Title of Project for which payment is requested.

1. **Type of Payment**—Check appropriate box, and submit this form:

**Reimbursement**—When Grantee has periodically spent funds to implement the Project, and is requesting reimbursement; or

**Final**—When Grantee has completed the Project, and is requesting the final payment.

2. **Payment (Including Matching Fund) Information:**

- a. **Project Grant Amount**—The amount of District grant funds allocated to this Project
- b. **Funds Received to Date**—Total amount already received for this Project
- c. **Available**—(a. minus b.)
- d. **Amount of This Payment Request**—Amount that is requested
- e. **Remaining Funds After This Payment**—(c. minus d.)

3. **Send Payment to:** Grantee Name, Address, and Contact Person

4. All reports submitted to the District must include the following certification page signed by an officer of Grantee's organization:

*"I certify, under penalty of perjury under the laws of the State of California, that the Quarterly/Monthly Status Report and all attachments, signed on the date below, on behalf of Grantee, were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the loss of the current and future Grant Funding."*

Typed or printed name of person authorized by Resolution.

5. **Signature** of person authorized by Resolution.

6. **Payment approval signature and date**—For District staff.

**Additional Information to supply with Payment Request Form:**

1. Attached documentation to support charges (i.e., subcontractor invoices, receipts, etc.).
2. Attached proof of accomplishments for those tasks being charged against (i.e., draft plans/designs, final plans/designs, environmental documentation, etc.).
3. Attached Appendix F with updated information.

**APPENDIX F  
STATUS REPORT FORM**

Grantee/Partner: \_\_\_\_\_

Funding Program: \_\_\_\_\_

Project Name: \_\_\_\_\_

TASKS	NUMERICAL TARGET IF IDENTIFIED	STATUS (ON TARGET, MODIFICATION NEEDED OR COMPLETED)			%COMPLETION	COMMENTS (IDENTIFY COMPLETED TASKS AND EXPLAIN VARIATIONS)
		Scope	Schedule	Budget		
Task 1						
Task 2						
Task 3						
Task 4						
Task 5						
-						
Overall Project						
Issues or Concerns/Proposed Resolution						
Other items						

Refinements can be made after consultation with District Project Manager. Attach schedule modifications if needed. All projects are encouraged to maintain its own website to ensure work completed can be shared with the public.

**APPENDIX G  
RESOLUTION**

**APPENDIX G. SAMPLE RESOLUTION  
Resolution No: 862016-3**

**RESOLUTION OF THE Acterra: Action for a Healthy Planet Board of Directors**

**APPROVING THE APPLICANT TO APPLY FOR GRANT OR PARTNERSHIP FUNDS  
UNDER THE SAFE, CLEAN WATER AND NATURAL FLOOD PROTECTION PROGRAM**

WHEREAS, the Santa Clara Valley Water District has enacted the 2016 Safe Clean Water  Project B3 Grants and Partnerships Program, which provides funds for pollution prevention;  Project D3 Grants and Partnerships Program, which provides funds for restoration of wildlife habitat.

WHEREAS, the Santa Clara Valley Water District's Water Resources Planning and Policy Unit has been delegated the responsibility for the administration of the grant and partnership program, setting up necessary procedures; and

WHEREAS, said procedures established by the Santa Clara Valley Water District require Applicant's Governing Body to certify by resolution the approval of Applicant to apply for and accept grant program funds; and

WHEREAS, Applicant will enter into a Grant Agreement with the Santa Clara Valley Water District;

NOW, THEREFORE, BE IT RESOLVED that the Acterra: Action for a Healthy Planet Board of Directors hereby:

1. Approves the submission of an Application for grant funds from the Safe, Clean Water and Natural Flood Protection Program  Project B3  Project D3;
2. Approves the acceptance of grant funds from the Safe, Clean Water and Natural Flood Protection Program  Project B3  Project D3, upon approval of grant funding for the Project by appropriate authorities;
3. Certifies that the Applicant has or will have sufficient funds to operate and maintain the Project(s);
4. Certifies that the Applicant will review and agree to the Special Provisions, General Provisions, Financial Provisions and Insurance Requirements contained in the Agreement; and
5. Appoints the Stewardship Program Director as agent to conduct all negotiations, execute and submit all documents including, but not limited to Applications, agreements, payment requests and so on, which may be necessary for the completion of the Project.

Approved and Adopted on the 6 day of August, 2015.

I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by Acterra: Action for a Healthy Planet Board of Directors Executive Committee following a roll call vote:

AYES 4

NOES 0

ABSENT 2

Clerk

Sudhanshu Jain

## APPENDIX H INSURANCE REQUIREMENTS

Grantee will ensure that the Santa Clara Valley Water District, its directors, officers, agents and employees are named as additional insureds on all Commercial General and Automobile Liability policies to be obtained by vendors working on this Project.

Please refer to the insurance requirements listed below:

Without limiting the Contractor's indemnification of, or liability to, the Santa Clara Valley Water District ("District"), the Contractor must provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

Contractor must provide its insurance broker(s)/agent(s) with a copy of these requirements and warrants that these requirements have been reviewed by Contractor's insurance agent(s) and/or broker(s), who have been instructed by Contractor to procure the insurance coverage required herein.

In addition to certificates, Contractor must furnish District with copies of original endorsements affecting coverage required by this Appendix. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. **All endorsements and certificates are to be received and approved by District before the contract commences.** In the event of a claim or dispute, District has the right to require Contractor's insurer to provide complete, certified copies of all required pertinent insurance policies, including endorsements affecting the coverage required by this Appendix.

Contractor must, at its sole cost and expense, procure and maintain during the entire period of this Agreement the following insurance coverage(s).

### **Required Coverages**

1. **Commercial General/Business Liability Insurance** with coverage as indicated:  
**\$1,000,000** per occurrence / **\$1,000,000** aggregate limits for bodily injury and property damage  
**\$1,000,000** Products/Completed Operations aggregate (to be maintained for at least three (3) years following acceptance of the work by District.  
General Liability insurance must include:
  - a. Coverage that is at least as broad as that found in the standard ISO Form CG 00 01.
  - b. Contractual Liability expressly including liability assumed under this contract.
  - c. If Contractor will be working within fifty (50) feet of a railroad or light rail operation, any exclusion as to performance of operations within the vicinity of any railroad bridge, trestle, track, roadbed, tunnel, overpass, underpass, or crossway must be deleted, or a railroad protective policy in the above amounts provided.
  - d. Severability of Interest
  - e. Broad Form Property Damage liability
  - f. If the standard ISO Form wording for "OTHER INSURANCE," or other comparable wording, is not contained in Contractor's liability insurance policy, an endorsement

must be provided that said insurance will be primary insurance and any insurance or self-insurance maintained by District, its Directors, officers, employees, agents or volunteers will be in excess of Contractor's insurance and will not contribute to it.

2. **Business Auto Liability Insurance** with coverage as indicated:  
**\$1,000,000** combined single limit for bodily injury and property damage per occurrence, covering all owned, non-owned and hired vehicles.
3. **Workers' Compensation and Employer's Liability Insurance**  
Statutory California Workers' Compensation coverage covering all work to be performed for the District.  
Employer Liability coverage for not less than \$1,000,000 per occurrence.

### **General Requirements**

**With respect to all coverages noted above, the following additional requirements apply:**

1. **Additional Insured Endorsement(s)** Contractor must provide an additional insured endorsement for Commercial General/Business Liability and Business Automobile liability coverage naming the **Santa Clara Valley Water District, its Directors, officers, employees, and agents, individually and collectively**, as additional insureds; and must provide coverage for acts, omissions, etc. arising out of the named insureds' activities and work. Other public entities may also be added to the additional insured endorsement as applicable and the Contractor will be notified of such requirement(s) by the District.  
(NOTE: Additional insured language on the Certificate of Insurance is **NOT** acceptable without a separate endorsement such as Form CG 20 10, CG 2033, CG 2037. Note: Editions dated 07/04 are not acceptable)
2. **Primacy Clause:** Contractor's insurance must be primary with respect to any other insurance which may be carried by the District, its officer, agents and employees, and the District's coverage must not be called upon to contribute or share in the loss.
3. **Cancellation Clause Revision:** The Certificate of Insurance **MUST** provide **30 days notice of cancellation, (10 days notice for non-payment of premium)**. **NOTE: The standard wording in the ISO Certificate of Insurance is not acceptable.** The following words must be crossed out or deleted from the standard cancellation clause: "...endeavor to..." AND "...but failure to mail such notice must impose no obligation or liability of any kind upon the company, its agents or representatives."
4. **Acceptability of Insurers:** All coverages must be issued by companies admitted to conduct business in the State of California, which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the District's Risk Management Administrator.
5. **Self-Insured Retentions or Deductibles:** Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees and volunteers; or the Contractor shall

provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

6. **Subcontractors:** Should any of the work under this Agreement be sublet, the Contractor must require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractors may insure subcontractors under its own policies.
7. **Amount of Liability not Limited to Amount of Insurance:** The insurance procured by Contractor for the benefit of the District must not be deemed to release or limit any liability of Contractor. Damages recoverable by the District for any liability of Contractor must, in any event, not be limited by the amount of the required insurance coverage.
8. **Coverage to be Occurrence Based:** All coverage must be occurrence-based coverage. Claims-made coverage is not allowed.
9. **Waiver of Subrogation:** Contractor agrees on to waive subrogation against the District to the extent any loss suffered by Contractor is covered by any Commercial General Liability policy, Automobile policy, or Workers' Compensation policy, described in **Required Coverages** above. Contractor agrees to advise its broker/agent/insurer about this provision and obtain any endorsements, if needed, necessary to ensure the insurer agrees.
10. **Non-compliance:** The District reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.
11. **Please mail the certificates and endorsements to:**  
**Contract Administrator**  
**Santa Clara Valley Water District**  
**5750 Almaden Expressway**  
**San Jose, CA 95118**

**IMPORTANT:** On the certificate of insurance, please note either the name of the project or the name of the District contact person or unit for the contract.

If your insurance broker has any questions please advise him/her to call Mr. David Cahen, District Risk Management Administrator at (408) 265-2607, extension 2213.