

SANTA CLARA VALLEY WATER DISTRICT

**Safe, Clean Water and Natural Flood Protection Program
2014 SAFE, CLEAN WATER PRIORITY D GRANT PROGRAM**

This 2014 Safe, Clean Water Priority D Grant Program Agreement (Agreement), effective upon full execution, is entered into by and between the SANTA CLARA VALLEY WATER DISTRICT, a California special district (District) and the Resource Conservation District of Santa Cruz County, a special district of California (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 Uvas Creek Steelhead Spawning Habitat Enhancement (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 2014 Safe, Clean Water Priority D Grant Program (Grant Program), focused on restoring wildlife habitat, including creating or enhancing wetland, riparian and tidal marsh habitat, protecting special status species, removing fish migration barriers, installing fish ladders, removing non-native, invasive plant species, and planting native species.
- D. The District's Board of Directors approved the use of District funds for the Grant Program on August 27, 2013.
- E. On November 22, 2013, 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 Grantee's Uvas Creek Steelhead Spawning Habitat Enhancement (see Appendix G, Resolution).
- F. Grantee submitted an application to the District's Grant Program for its Uvas Creek Steelhead Spawning Habitat Enhancement to carry out restoring wildlife habitat.
- G. On February 25, 2014, the District Board approved the Uvas Creek Steelhead Spawning Habitat Enhancement, allocating the Project Grant Amount not to exceed four hundred forty six thousand seven hundred fifty five dollars (\$446,755.00) to Grantee and authorized the District's Chief Executive Officer (CEO) to award a grant contract to Grantee. Consistent with Grantee's application submitted, any additional funds necessary to complete the Project will be supplied by the Grantee or other funding sources it secures.
- H. Consistent with application submitted, Grantee has secured funding from Santa Clara Valley Water District in the amount of four hundred forty six thousand seven hundred fifty

five dollars (\$446,755.00) and any additional funds necessary to complete the Project will be supplied by the Resource Conservation District of Santa Cruz County.

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, or e-newsletter 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 and where deemed appropriate. 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 officials have speaking roles.
- D. After Project completion, Grantee will make a presentation to the District's Board regarding the Project outcome.
- E. The completed Project will benefit the public by improving in-stream steelhead habitat in multiple locations along a 3.7 mile reach of Uvas Creek, below the District's Uvas Dam. All Project implementation sites for installation of improvements and post-construction monitoring are located on private properties, providing no public access.

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 2014 Safe, Clean Water Priority D 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: 2014 Safe, Clean Water Priority D 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 of the District. Such 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 may be approved by District without the necessity of 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 the California Environmental Quality Act

(Public Resources Code, Section 21000, et. seq., Title 14, California Code of Regulations, Section 15000 et. Seq.).

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 with the District 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.

C. *Project Administration/Reporting Requirements*

1. Grantee shall provide written quarterly reports at minimum (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 [DATE], 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 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. In lieu of and notwithstanding the pro rata risk allocation, which might otherwise be imposed between the Parties pursuant to Government Code Section 895.6, the Parties agree that all losses or liabilities incurred by a Party shall not be shared pro rata but, instead, District and Grantee agree that, pursuant to Government Code Section 895.4, each of the Parties hereto shall fully indemnify and hold each of the other Parties, their officers, board members, employees, and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined in Government Code 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying Party, its officers, employees, or agents, under or in connection with or arising out of any work, authority, or jurisdiction delegated to such Party under this Agreement. No party, nor any officer, board member, or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other Party hereto, its officers, board members, employees, or agents, under or in connection with or arising out of any work authority or jurisdiction delegated to such other Party under this Agreement.

F. Nondiscrimination

1. Anti-Discrimination—The District is an equal opportunity employer and requires all parties it contracts with 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 sub-consultant, employee, or applicant for employment, in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff rates of pay, or other forms of compensation, or against any other person, on the basis of race, color, religion, ancestry, gender, national origin, age (over 40), marital status, medical condition (including cancer), pregnancy, parental status, the exercise of family care leave rights, political affiliation, sexual orientation, gender identity, special disabled veteran status, Vietnam Era veteran and all other Veteran status, or because of a physical or mental disability (including, HIV and AIDS). 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 American 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.); and California Labor Code Sections 1101 and 1102."
2. The completed Project will be open to members of the public generally during hours specified by the Grantee, except as noted under 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 date prior to expiration of the Agreement Term.
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, 2017.

I. Insurance Provisions

1. During the entire term of the Agreement, Grantee must maintain the insurance coverage 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. Consultant 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.arnet.gov/epls>, 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.

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. 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 for reimbursement.

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 for reimbursement.
10. Acquisition—Costs of acquiring real property interests are eligible for reimbursement 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.

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"> • Payment Request Form (Appendix E) • Invoice Form (Appendix D) • Status Report Form (Appendix F) • For direct expenses, copies of invoices with all attachments shall be submitted • For labor costs, copies of Timesheets shall be submitted • For Benefits Costs, a Benefits Rate Calculation will be submitted • Documentation of accomplishments (i.e., draft and final plans, designs, etc.)

PAYMENT REQUEST PROCESS		
PAYMENT TYPE	WHEN TO SUBMIT IT	SUPPORTING DOCUMENTATION TO SEND TO PROJECT OFFICER
Final (10%)	After Grantee has completed the Project	<ul style="list-style-type: none"> Project Completion packet (see Section 2. General Provisions, G. Project Completion)

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 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. 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, I. 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, I. Agreement Term, item 1.

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:

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	To Grantee: Jim McKenna Board President Resource Conservation District of Santa Cruz County 820 Bay Ave, Suite 136 Capitola, CA 95010 Phone: (831)464-2950
Contact: Brian Mendenhall Project Manager Safe Clean Water Implementation Unit Santa Clara Valley Water District 5750 Almaden Expressway San Jose, CA 95118 Phone: (408) 630-3093 E-mail: bmendenhall@valleywater.org	Grantee Contact: Susan Pearce Interim Executive Director Resource Conservation District of Santa Cruz County 820 Bay Ave, Suite 136 Capitola, CA 95010 Phone: (831)464-2950 Email: spearce@rcdsantacruz.org

**RESOURCE CONSERVATION DISTRICT
OF SANTA CRUZ COUNTY**

Date: 5-27-14

By: _____

Jim McKenna
Board President

**SANTA CLARA VALLEY WATER
DISTRICT**

Date: _____

6/30/14

By: _____

Beau Goldie
Chief Executive Officer

APPENDIX A
PROJECT SCOPE

Background

This project focuses on improving in-stream habitat in multiple locations along a 3.7 mile reach¹ below Uvas Dam. Uvas Creek maintains a population of Federally listed threatened South-Central California Coast (S-CCC) Distinct Population Segment (DPS) steelhead (*Oncorhynchus mykiss*). Habitat in Uvas Creek is degraded by numerous stressors creating impairments that include changes to the hydrologic regimes, increased rates of fine sediment input, adverse changes to water quality, and increased competition for existing resources. Additional funding is required to address the larger systemic stressors at the scope and scale necessary to ensure improvements. The Project will improve riparian and in-channel habitats in Uvas Creek by removing non-native, invasive plant species and enhancing spawning gravel quality through gravel augmentation. Three potential invasive species sites have been identified for acacia removal, an evergreen tree species creating habitat limitations on the creek. Using a pilot project approach, four potential gravel augmentation sites have been identified implementation over 3 years with a detailed monitoring plan to learn from each site as it is implemented. Using a collaborative team that has actively been working in the watershed, including Resource Conservation District of Santa Cruz County (RCDSCC), Loma Prieta Resource Conservation District (LPRCD), National Marine Fisheries Service (NMFS), Coastal Habitat Enhancement Education and Restoration (CHEER) and California Department of Fish and Wildlife (CDFW), this project takes a watershed scale approach to addressing the priority improvements along the Uvas Creek for steelhead habitat.

Task 1: Gravel Augmentation

Currently, particularly in the stream reach upstream of the Uvas/Little Arthur confluence², gravel for spawning and feeding habitats for steelhead becomes progressively impaired up to the base of the dam³. In many locations, gravels immediately below the dam are embedded with fine sediment. Spawning activity and rates of successful egg-to-fry emergence is likely impaired in these areas. In addition, macroinvertebrate production and feeding opportunities are also likely to be impaired which has apparently compromised the population and fitness of individuals in this reach (Casagrande 2010, 2013). Improving the distributions, quantity, and quality of instream gravels will likely result in substantial improvements in egg-to-fry emergence and juvenile carrying capacity in the reach selected for this study.

A common technique to address limited spawning habitat, used below many dams, includes artificial gravel augmentation. We propose using this technique to improve spawning success and rearing success in Uvas Creek. Without the addition of spawning gravel below Uvas Dam, overall suitability of instream habitat will likely continue to deteriorate. Absent dramatic alterations to instream infrastructure (dam removal), resumption of natural fluvial processes providing necessary quantities and quality of spawning gravel downstream of the dam will not occur. Artificial gravel supplementation (using appropriately sized materials originating from the Pajaro River watershed) is the only reasonable restoration technique to address this limiting habitat feature and holds major promise for further

¹ The reach runs from the Uvas Creek/Little Arthur Creek confluence upstream to the Uvas Dam spillway.

² Little Arthur Creek and Bodfish Creek, unregulated tributaries to Uvas Creek, provide a source of gravels to the mainstem.

³ According to Casagrande (2010, 2013), the amount of fine sediment in the stream channel immediately below the Little Arthur Creek confluence upstream to Uvas Dam is extensive due to increased development and agriculture throughout the riparian zone and from deposition of fine sediments released from Uvas Dam.

improvement to the instream habitat of Uvas Creek. Addressing the impacts of channel degradation will require much larger and comprehensive effort and is beyond the scope of this proposal.

Locations for proposed augmentation will include four areas along the project reach. Installing the gravel in only one location would greatly limit the ability to evaluate the impact of the augmentation program. To optimize results from the pilot study, four sites have been identified to be installed in phases over the three year time frame of the project, each with substantial monitoring to track effects of the gravel. Installing the gravel at various locations is used on other river systems such as the Trinity River in northern California. Installation at multiple locations in phases will help account for variable site conditions and provide greater immediate benefits by distributing gravels in key spawning and rearing areas regardless of yearly winter flow. Benefits will be realized more quickly because it is possible insufficient flows will be available to adequately distribute the gravels if a dry or very dry water year were to occur after the first augmentation effort.

Furthermore, installing gravel at four potential locations was believed by the project team as a prudent measure for assuaging landowner concerns regarding changes to streambed elevations and concerns over potential flood risk. The gravel augmentation will occur over a 3 year period to allow for successive monitoring over a variety of rainfall years. The total quantity of gravel proposed for yearly installation over the three year life of the pilot is significantly less, than natural average rates of sediment deposition above the dam⁴. While the risk of flooding from gravel augmentation is very low, we believe, due to the fact that this is a new restoration technique for the area, a slow and measured approach is a necessary course of action to increase landowner confidence and buy-in. This proposed pilot project could serve as a potential reference site for the Santa Clara Valley Water District who are currently contemplating gravel augmentation below some of their dams in the more highly urbanized sections of the Santa Clara County. Gravel will be installed at three locations with monitoring occurring pre-during-post construction.

Task 1: Gravel augmentation is proposed for the following locations⁵:

1. Site UGA1. Stream reach directly below Uvas Dam. Access to the site is via Uvas Road and Kell Court. Equipment and staging areas will be located near the stream on the property of Carolyn Tucker. Coordinates for augmentation are 37°03,52.13"N 121°41'16.07"W.
2. Site UGA2⁶. The precise location has yet to be determined but will likely occur in the vicinity of the Thousand Trails Campground located at 12895 Uvas Road, Morgan Hill, CA. Proposed coordinates for augmentation are 37°03'28.36"N 121°39'59.74"W.
3. Site UGA3a.⁷ Stream reach directly adjacent to Jason-Stephens Winery picnic area. Jason-Stephens Winery is located at 11775 Watsonville Road, Gilroy, CA. Coordinates for augmentation are 37°02'52.41"N 121°39'25.93"W.

⁴ Uvas Reservoir has lost approximately 200 acre-feet of capacity since construction in 1957. This volume roughly equates to about 320,000 cubic yards total, or roughly 5,700 cubic yards per year.

⁵ All sites location are subject to change based upon detailed site evaluations, hydrology and engineering review, and agency and district input.

⁶ The site will likely be limited in the proximity of 1000 Trails RV Park.

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SCVWD/GRANTEE

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4. Site UGA3b. Stream reach downstream of Jason-Stephens Winery's service building adjacent to historical floodplain area. Jason-Stephens Winery is located at 11775 Watsonville Road, Gilroy, CA. Coordinates for augmentation are 37°02'47.43"N 121°39'22.70"W

Task 1 Subtasks

The specific tasks and general methods for Task 1: Gravel Augmentation are described below:

Planning

Site Evaluation:

Description: Obtain final landowner agreements and detailed access plans.

Partners: RCDSCC will work with landowners to develop - access plans and any potential improvements or repair work. CHEER will contribute by obtaining signed landowner agreements

Costs: RCDSCC costs are calculated as part of the Personnel calculations. CHEER will provide in-kind match for obtaining signed landowner agreements and additional site evaluation. NMFS and CDFW will also provide in-kind match for time in further evaluating site conditions for access and potential species issues.

Schedule: With the nature of this pilot project and four sites identified for gravel augmentation, the site evaluation will occur in two different years. Site UGA1 will occur in the first year. Site UGA 2 and Site UGA3b will occur in year two and UGA 3a will occur in the third year. These will occur in early spring of each year.

Deliverable: Landowner agreements. Access Plans.

Design

Engineering:

Description: Engineering for gravel sites to identify extent of gravel augmentation, changes in water surface elevation, potential access improvements, sedimentation management and any other avoidance measures needed to implement the project. This will require the hiring of an outside engineer.

Partners: RCDSCC will work with a NRCS (Natural Resource Conservation Service) engineer, or NRCS approved engineer, to complete the specifications for the project. Project Partners will provide data and review engineered specifications for project sites.

Costs: The Project requests funding for a qualified engineer to complete engineered specifications, estimated at 30 hours of work per site. RCDSCC costs are calculated as part of the Personnel calculations. NRCS match will include review of any necessary engineered drawings. CHEER, NMFS and CDFW will also provide in-kind match for time for review of engineered specifications.

Schedule: Although construction of the four sites will occur over three years (see below), engineering will occur in two different years. Site UGA1 will occur in the first year for the implementation of the first pilot project site. In order to incorporate any findings from the first pilot project site and for consistency between project sites over time, the other three sites, Site UGA 2, Site UGA3b and Sites UGA 3a, will have engineered drawings completed in year two. Additional changes may occur after year two to

⁷ Steelhead from downstream areas are routinely relocated in the stream reach adjacent to the winery by CHEER. During the summer, flows in lower Uvas Creek gradually recede and the creek dries back. As the creek dries back, juvenile steelhead are frequently stranded and in danger of dying. CHEER captures and relocates these fish into upstream areas that maintain flows throughout the summer and fall. Gravel augmentation at this site may result in improved feeding conditions which may be particularly important during times when the number or relocated fish are high and competition for food resources is limiting.

incorporate findings from the first and second pilot project location. Drawings will need to be at 60% by permitting deadlines in May.

Deliverable: Engineered drawings will be included in the Permitting Package PCNs.

Permitting:

Description:

Permitting and subsequent monitoring for this project will be conducted according to the of the Partners in Restoration Program (Program) for the Upper Pajaro as implemented by the San Benito Resource Conservation District (SBRCD) and LPRCD-. The Program significantly streamlines the permitting process for gravel augmentation for habitat benefits. All actions taken to avoid adverse effects to special status species (including ESA listed species) and their critical habitat (if so designated) will be noted, any incidental take of special status species noted and explained, and photo documentation of site conditions prior to and following construction provided. The existing permits for the Program limit the quantity of gravel that can be installed to 1,500 cubic yards per year.

Partners: The RCDSCC will work with SBRCD/LPRCD and NRCS to notify permitting agencies of project activities annually through the Program.

Costs: The Project requests funding for permits secured through the Program. Some agencies have a reduced fee schedule has been agreed upon through the Program and total fees are estimated at approximately \$450 in fees per project site. RCDSCC costs are calculated as part of the Personnel calculations. LPRCD will provide in-kind match as part of the program implementation and reduced fee schedule.

Schedule: With the nature of this pilot project and four sites identified for gravel augmentation, permits application will be submitted on a yearly basis for in three different years. Site UGA1 will occur in the first year. Site UGA 2 and Site UGA3b will occur in year two and Site UGA 3a will occur in the third year. Initial Project Construction Notices are due to all participating agencies on May 15 of each year. Final PCN and other required permits will be attained prior to construction.

Deliverable: Project Construction Notices. Final Permits.

Construction Bids:

Description: Complete a bid process for qualified contractors for gravel materials and installation.

Partners: Completion of materials for construction bids will be completed by RCDSCC. Review of construction bids will be completed by the project team, including RCDSCC, LPRCD, CHEER, NMFS and CDFW.

Costs: Two rounds of construction bids are anticipated (discussed below). RCDSCC costs are calculated as part of the Personnel calculations. CHEER, NMFS and CDFW will also provide in-kind match of time for review of contractors.

Schedule: Although construction of the four sites will occur over three years (see below), construction bids will occur in two different years. Site UGA1 will occur in the first year for the implementation of the first pilot project site. In order to incorporate any findings from the first pilot project site, the other three sites, Site UGA 2, Site UGA3b and Sites UGA 3a, will go to bid in the second year, and for consistency between project sites over time, will be bid at one time.

Deliverable: Construction Contract.

Construction:

Gravel Materials and Installation:

Description: Installation methods will likely include importation of properly sized gravel from the San Benito River Watershed; tributary to the Pajaro River. Gravels will be trucked into the site and likely

installed into the wetted channel with a front end loader from the top of the bank. Access will be along designated access points already on the properties. All necessary Best Management Practices and permit conditions will be followed to minimize impacts to aquatic and terrestrial species. Gravel installation details will be developed with selected contractor. Gravels will likely be equally distributed between Sites UGA1, UGA2, and UGA3 (a and b) with some variation depending on site conditions.

Partners: RCDSCC will be responsible for project oversight and will work with project partners to ensure site specific conditions and actions are met to minimize impacts to natural resources.

Costs: The Project requests funding for gravel materials and installation. Initial estimates for gravel materials to create a one to two foot deep gravel layer are: UGA1 – 280 cubic yards, UGA2 – 90 cubic yards, UGA3a – 300 cubic yards and UGA3b – 150 cubic yards. Cost estimates are based upon these volume estimates. Additional gravel augmentation efforts to supplement depletion resulting from ongoing gravel mobility in subsequent years is anticipated at a 10-12% rate. The total quantity is not anticipated to exceed 100 cubic yards but this number may vary depending on water year and channel response. RCDSCC costs are calculated as part of the Personnel calculations.

Schedule: To phase the project, Site UGA1 will occur in the first year. Site UGA 2 and Site UGA3b will occur in year two and UGA3a will occur in the third year. Some additional gravel may be installed at site each year for two years following the initial installation, but the quantity will likely vary depending on the gravel mobility and channel response to the prior year's augmentation efforts. Gravel augmentation will occur in the late summer/ early fall to minimize impacts to wildlife species and avoid rainfall events.

Deliverable: Pre-during-post construction photo monitoring.

Gravel Pilot Monitoring:

Description: Monitoring will include pre-, during, and post construction monitoring for permitting compliance. This project will also include a significant monitoring component due to the nature of the gravel augmentation pilot study.

Permit Monitoring: Proper implementation and adherence to the monitoring requirements of the Program are anticipated to serve as an effective tool to ensure all phases of this project are implemented designs and permits. For permitting requirements, each site estimates two pre-construction monitoring visits, a four week construction window requiring bi-weekly visits, two post-construction visits and yearly monitoring visits.

Pilot Project Monitoring: As discussed above, the gravel augmentation pilot study was designed to measure the effectiveness of the project to inform future phases of the project, as well as future projects within the county. We propose a three year pilot project that includes gravel placement at four locations below Uvas Dam. Gravel augmentation has not been attempted below any of the four major dams in the Pajaro River and a conservative phased approach is proposed for the pilot study. The pilot study will consist of three components:

1. **Spawning activity.** Spawning activity of adult steelhead will be conducted through a series of redd surveys throughout the winter/fall spawning season. As with juvenile surveys, spawning activity is highly variable from year to year and dependent on many conditions in addition to quality and quantity of spawning gravel. Nonetheless, redd surveys in areas with and without gravel augmentation will provide correlative evidence of the success and effectiveness of the project.
2. **Gravel transport.** The mobility of the gravels will be assessed and compared to high flow events. By their nature, gravels are mobile materials and transport is anticipated and desirable. These data will be used to determine appropriate volumes of gravel that are required to ensure enough is available for transport while ensuring enough quantities are

available for spawning and rearing. Methods to evaluate sediment transport have yet to be determined but may include the use of tracer gravels (this may be problematic in Uvas due to background turbidity levels), use of radio telemetry (if equipment from the SCVWA can be used on loan), or other methods.

3. **Evaluation of juvenile size and abundance.** Juvenile abundance will be evaluated by capturing and measure a representative sample of fish pre- and post-gravel augmentation. Although numerous variables may affect juvenile abundance and size from year to year, these results will provide at least some correlation of the effects of the program to juvenile steelhead over time. Data from past monitoring efforts in Uvas Creek will also be used to help evaluate changes to size and abundance in the three reaches. This monitoring will also help evaluate the success of Task 2: Invasive Species Removal.

Partners: Permit monitoring would be completed by RCDSCC. The implementation of the pilot project monitoring would be led by NMFS, CDFW and RCDSCC, with support from selected CHEER and RCDSCC Watershed Steward Project (WSP) volunteers. It is anticipated that 100 hours per site will be needed to complete the monitoring and data results.

Costs: The Project requests funding for juvenile size and abundance monitoring over two years requiring a trained biologist to complete the work and evaluate the data. RCDSCC costs for permit monitoring and gravel pilot monitoring are calculated as part of the Personnel calculations. Due to the complex pilot project monitoring, NMFS, CDFW and CHEER will be providing match through additional technical support, training and evaluation during monitoring. Additional volunteer match would be through the RCDSCC WSP program and program support staff and trained CHEER volunteers.

Schedule: To phase the project, Site UGA1 will occur in the first year and inform the implementation of the three other sites. It is anticipated that Site UGA 2 and Site UGA3b will occur in year two and UGA3a will occur in the third year. Monitoring will occur pre-during-and post project implementation and yearly in January for the Program Annual Report. Gravel Pilot Project monitoring would have additional scheduled times. Methods 1 and 2 would occur from late Dec - late April/early May and Method 3 would occur in Sept/Oct.

Deliverable: PIR Program Annual Report with monitoring results. Data report of gravel monitoring results each year.

Task 2: Invasive Species Removal

Acacia is a non-native, evergreen tree that spreads by broadcasting seeds into waterbodies and along stream banks and often dominates large areas of riparian forest. This situation appears to be occurring in mainstem Uvas Creek and has created a dense canopy which shades large portions of the stream channel, year-round.

Removal is proposed using a 1:1 solution of glyphosate or triclopyr 50% herbicide such as Rodeo™ or other herbicide agreed upon by permitting agencies. Herbicide will be applied by a licensed professional authorized to perform commercial herbicide application. Stumps may be treated in one of two ways: 1) immediately after cutting, or 2) within 24 hours of the first cut, the trunk may be cut again to expose fresh cambium and herbicide applied. Remove all cut trunks and limbs from the riparian zone to upland areas for chipping and/or disposal. All trunk and limb removal from the riparian zone will be done by hand or using the least destructive manner possible. All cut and/or chipped vegetation (other than logs retained by the landowner for their use at their discretion) will be hauled off-site for appropriate disposal at an approved landfill.

Acacia spreads from both underground rhizomes and from seed. This can make removal of even small plants difficult due to the potential for them to have extensive root systems even as immature plants. Therefore, seedlings (new sprouts 18" high or shorter) will be manually pulled. Saplings greater than 18" high will be cut at ground level and treated with herbicide as prescribed for mature trees. Pulled and/or cut vegetation will be placed in trash bags and removed to upland areas for chipping and/or disposal.

Removal is proposed at three locations in Uvas Creek where landowner access has been obtained. The reach below the dam is considered the upper area of infestation in the anadromous waters of Uvas Creek. This area was designated for acacia removal in an effort to target upstream sources of seed dispersal, prior to working on downstream infestation sites. This systematic approach will stand a greater chance of success over time than an ad-hoc approach – particularly if followed by future, systematic eradication efforts in downstream areas.

Task 2: Acacia removal is planned within existing riparian areas along areas of variable length. Removal is proposed for the following locations⁸:

1. Site UAR1a. Stream reach upstream of 1000 Trails Campground's Uvas Creek bridge. The Campground is located at 12895 Uvas Road, Morgan Hill, CA. Coordinates for augmentation are 37°03'33.39"N 121°40'10.43"W. The approximate length of acacia removal is 845 linear feet.
2. Site UAR1b. Stream reach downstream of 1000 Trails Campground's Uvas Creek bridge. The Campground is located at 12895 Uvas Road, Morgan Hill, CA. Coordinate midpoint for removal is 37°03'29.93"N 121°40'2.29"W. The approximate length of acacia removal is 950 linear feet.
3. Site UAR2. Stream reach along to Jason-Stephens Winery's creek frontage. Jason-Stephens Winery is located at 11775 Watsonville Road, Gilroy, CA. Coordinate midpoint for removal is 37° 2'43.00"N 121°39'22.85"W. The approximate length of acacia removal is 2,600 linear feet.

Task 2 Subtasks

The specific tasks and general methods for Task 2: Invasive Species Removal are described below:

Planning

Site Evaluation:

Description: Locate/identify and mark with spray paint or flagging all acacia trees on the parcel slated for removal and complete landowner agreements with each property.

Partners: RCDSCC will work with landowners to detail out the access plans and any potential improvements or repair for work. CHEER will contribute by obtaining signed landowner agreements. The project partners will work with RCDSCC and CHEER to complete the flagging/marking of all acacia trees.

Costs: RCDSCC costs are calculated as part of the Personnel calculations. CHEER will provide in-kind match for obtaining signed landowner agreements. NMFS and CDFW will also provide in-kind match for time in further evaluating site conditions for potential species issues.

Schedule: With three sites identified for acacia removal, the site evaluation will occur in two different years. Site UAR1a will occur in the first year. Site UAR1b and Site UAR2 will occur in year two. These will occur in early spring of each year.

⁸ All sites location are subject to change based upon detailed site evaluations, and agency and district input.

Deliverable: Landowner agreements.

Design

Permitting:

Description: Apply for permits through the RCDSCC PIR Permit Coordination Program. This significantly streamlines the permitting process for removal of invasive acacia trees and potential re-vegetation of the riparian corridor.

Partners: The RCDSCC will work with SBRCD to secure permits through the PIR Permit Coordination Program.

Costs: The Project requests funding for permits secured through the Program. Some agencies have a reduced fee schedule has been agreed upon through the Program and total fees are estimated at approximately \$450 in fees per project site. RCDSCC costs are calculated as part of the Personnel calculations. LPRCD will provide in-kind match as part of the program implementation and reduced fee schedule.

Schedule: With three sites identified for acacia removal, the permitting will occur in two different years. Site UAR1a will occur in the first year. Site UAR1b and Site UAR2 will occur in year two. Project Construction Notices are due to agencies May 15 of each year.

Deliverable: Project Construction Notices. Final Permits.

Construction Bids:

Description: Complete a bid process for qualified contractors for acacia removal and disposal.

Partners: Completion of materials for construction bids will be completed by RCDSCC. Review of construction bids will be completed by the project team, including RCDSCC, LPRCD, CHEER, NMFS and CDFW.

Costs: Two rounds of construction bids are anticipated (discussed below). RCDSCC costs are calculated as part of the Personnel calculations. CHEER, NMFS and CDFW will also provide in-kind match of time for review of contractors.

Schedule: With three sites identified for acacia removal, the construction bids will occur in two different years. Site UAR1a will occur in the first year. Site UAR1b and Site UAR2 will occur in year two.

Deliverable: Construction Contract.

Construction

Acacia Removal and Disposal:

Description: In late summer or early fall, when trees are dormant, cut all of the mature *Acacia* trees and treat the stumps. Acacia will be cut and treated with an agency-approved glyphosate-based herbicide, applied directly to the stump within minutes of cutting. This has been found to be the most effective approach to removal with limited environmental impacts. Cut wood and foliage will be removed from the riparian area and either chipped or removed off-site. Wood will be cut by experience timber fallers or arborist using standard methods and BMPs. As the goal is to increase sunlight exposure, only limited revegetation will occur. Some incursion by wheeled vehicles into the riparian zones will be likely in order to remove larger diameter trees. All wheeled vehicles will access riparian areas along pre-designated access and egress routes. Following the initial removal effort, the area will be assessed for at least two years to remove acacia seedling that may sprout following the initial removal. Sapling removal may occur additionally during the yearly monitoring. Partners: RCDSCC will be responsible for project management during acacia removal and disposal.

Costs: The Project request funding for acacia tree removal and disposal. Initial evaluations count trees in the following quantities: UAR1a – 60 trees, UAR1b – 280 trees and UAR2 – 60 trees. Based upon 2014 Safe, Clean Water Priority D Grant Program SCVWD/GRANTEE

previous tree removal efforts coordinated by RCDSCC, estimates of \$500 per tree were used to calculate average cost of individual tree removal. RCDSCC project management costs are calculated as part of the Personnel calculations. CHEER will provide match through a CDFW grant for acacia removal at site UAR2 of \$20,000. RCDSCC will provide match through a DWR grant for acacia removal at site UAR1a of \$30,000.

Schedule: With three sites identified for acacia removal, the acacia removal and disposal will occur in two different years. Site UAR1a will occur in the first year. Site UAR1b and Site UAR2 will occur in year two. Acacia construction will occur in the designated times in the permits, taking into consideration the aquatic, amphibian and bird species and water sensitivities, landowner considerations with operations of their businesses and rain events. This is estimated to be late summer or early fall.

Deliverable: Pre-during-post construction photo monitoring.

Re-vegetation:

Description: Planting of native riparian species in reaches of the Uvas Creek acacia removal that have limited existing native vegetation will support a robust riparian corridor for the benefit of multiple species. Locations of re-vegetation will be determined based upon conditions of sunlight availability for steelhead species. Re-vegetation efforts are anticipated along a 1,200 linear foot stretch in UAR1b on a gravel bar to the west of Uvas Creek due to the extensive tree removal that would be required for acacia eradication and little native vegetation existing in that area. The project team will consult with the California Native Plant Society in Santa Clara County to determine the planting species suggested for this project.

Partners: Re-vegetation in this area would be completed through a partnership between RCDSCC and CHEER. Local volunteers would be organized through CHEER's outreach and education activities and be used to complete the plantings.

Costs: The Project requests funding for trees used for re-vegetation. RCDSCC project management costs are calculated as part of the Personnel calculations. CHEER will organize volunteer planting days providing match for the labor costs of planting trees.

Schedule: This re-planting would occur post acacia removal at site UAR1b, occurring in year two of the grant. This would occur in the early fall to minimize the need for supplemental water supply.

Deliverable: Site plan with planting palette and photo monitoring results.

Acacia Monitoring and Maintenance:

Description: Monitoring will include pre-, during, and post construction monitoring to ensure acacia removal is implemented as proposed. Permitting and subsequent monitoring for this project will be conducted according to requirements listed under the Program for the Upper Pajaro. For permitting requirements, each site estimates two pre-construction monitoring visits, a four week construction window requiring bi-weekly visits, two post-construction visits and yearly monitoring visits. Proper implementation and adherence to the monitoring requirements of the Program are anticipated to serve as an effective tool to ensure all phases of this project are implemented according to anticipated outcomes of all funding organizations. In addition, the acacia removal project will include yearly post-project monitoring for the purpose of controlling emergent acacia seedlings and sprout and removal of any trees missed during the removal process.

Partners: Monitoring will be completed by RCDSCC, NMFS, CDFW and CHEER. Monitoring related to the permit-coordination will be completed by RCDSCC to determine potential species impacts and success criteria for acacia removal. Additional actions to control emergent acacia seedlings and sprout will be evaluated for size and complexity in removal and completed by a contractor or CHEER volunteers.

Costs: RCDSCC costs for permit monitoring and acacia emergent monitoring are calculated as part of the Personnel calculations. NMFS, CDFW and CHEER will be providing match through evaluation during

monitoring. Additional volunteer match would be through CHEER volunteers for anticipated emergent acacia removal.

Schedule: With three sites identified for acacia removal, the monitoring will occur in two different years. Site UAR1a will occur in the first year. Site UAR1b and Site UAR2 will occur in year two. Monitoring will occur pre-during-and post project implementation and yearly in January for the Program Annual Report. Monitoring for emergent acacia removal would occur in early fall.

Deliverable: PIR Program Annual Report with monitoring results.

Task 3: Education Events

Description: This project will incorporate four educational events focused on two audiences, the local communities around the project area and two RV camping and recreation facilities (with some year round residents) adjacent to the project reach. Printed education materials will be similar for both events and include a newsletter on the Pajaro River watershed, the habitat value of Uvas Creek and the role communities take in the health of the creek for steelhead. Two of the events will be community focused gatherings for the communities of Gilroy and Morgan Hill and parents of school children who are part of CHEER outreach efforts. These events will be held at the outdoor classroom located at the Jason-Stephens Winery property. The purpose of these events will be to educate the community on watersheds, steelhead habitats and the value of clean, healthy riparian areas in the community. Two of the events will be presentations to and hands on tours with the RV communities adjacent to Uvas Creek in the project reach. The intent is to educate the recreational users of these communities on the value of the creek running through the property and encourage proper care and management of the riparian area. A presentation will be made at each location, followed up with a tour to the creek. Printed materials will be left with each location to provide to campers as they enter the facilities.

Partners: The RCDSCC, LPRCD, CHEER and local sponsors will partner on these events. The RCDSCC and LPRCD will provide support for presentation materials, outreach materials and technical information. CHEER will provide support through outreach, volunteer support for event coordination and sponsor recruitment.

Costs: The Project requests funding for printed outreach and education materials. Each event costs estimate printing materials, venues, supplies, food and preparation/organization. These costs will be mostly met though in-kind match through CHEER, including volunteer time, venue fees waived and sponsor support.

Schedule: These events are planned for the spring/summer in each year of the grant.

Deliverable: Outreach materials and meeting presentations.

Task 4: Project Management

Description: Completing project deliverables and invoices.

Partners: The RCDSCC will be managing this task with the support of the project team for deliverable completion.

Costs: RCDSCC costs for project management are calculated as part of the Personnel calculations.

Schedule: This task will be on-going, on a quarterly basis.

Deliverable: Quarterly invoices with documented progress toward task deliverables, final presentation to Board upon project completion.

Project Staff

Project Applicant: Resource Conservation District of Santa Cruz County

The project applicant is RCDSCC. RCDSCC has implemented over 100 restoration projects stream bank stabilization, habitat improvement for species or riparian restoration using PIR permit coordination in Santa Cruz County. As with many resource conservation districts, the local RCDs partner with each other to create more efficiencies and support each other with experts from nearby offices. For over 10 years, LPRCD and RCDSCC have partnered to implement restoration projects in the southern Santa Clara County area. SBRCD and LPRCD have a MOU for the use of the PIR Permit Coordination Program and SBRCD and RCDSCC have had over a 10 year partnership for watershed issues and permit coordination.

Stacie Ruffoni, Program Specialist with RCDSCC, has been the watershed coordinator for over two years for the Pajaro Watershed, working closely with LPRCD and specializing in the Upper Watershed restoration priorities and permitting. Kelli Camara, Technical Director, has implemented over 100 restoration projects in Santa Cruz County involving in stream bank repair, fish improvements, road improvements and wetland enhancements. Kelli worked to develop the PIR program and has supported SBRCD and LPRCD staff on the implementation of the project for the past 3 years.

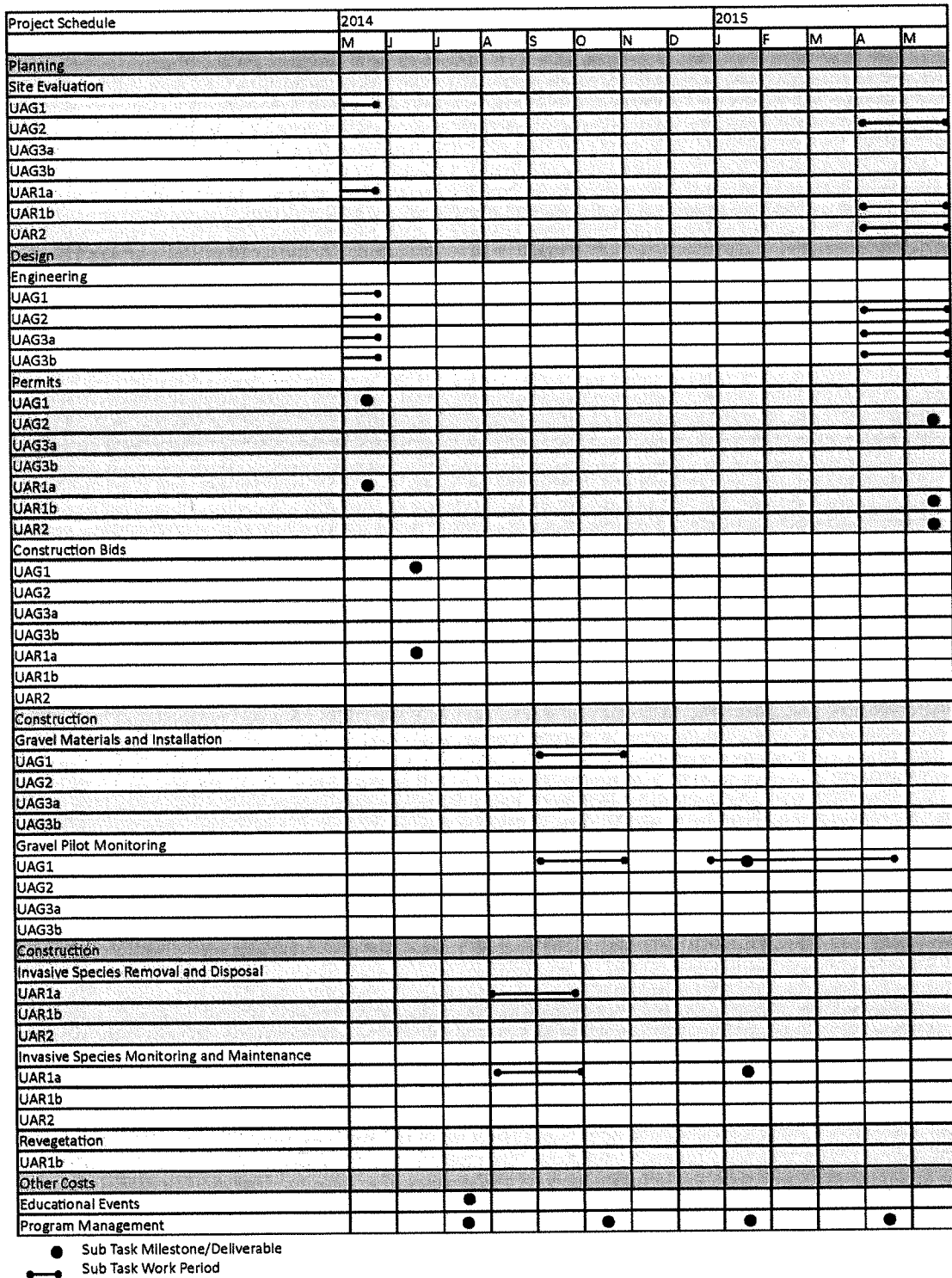
Literature Cited:

Casagrande, J. 2010. Distribution, abundance, growth and habitat use of steelhead in Uvas Creek, California. Master's Thesis. San José State University. 174 pp.

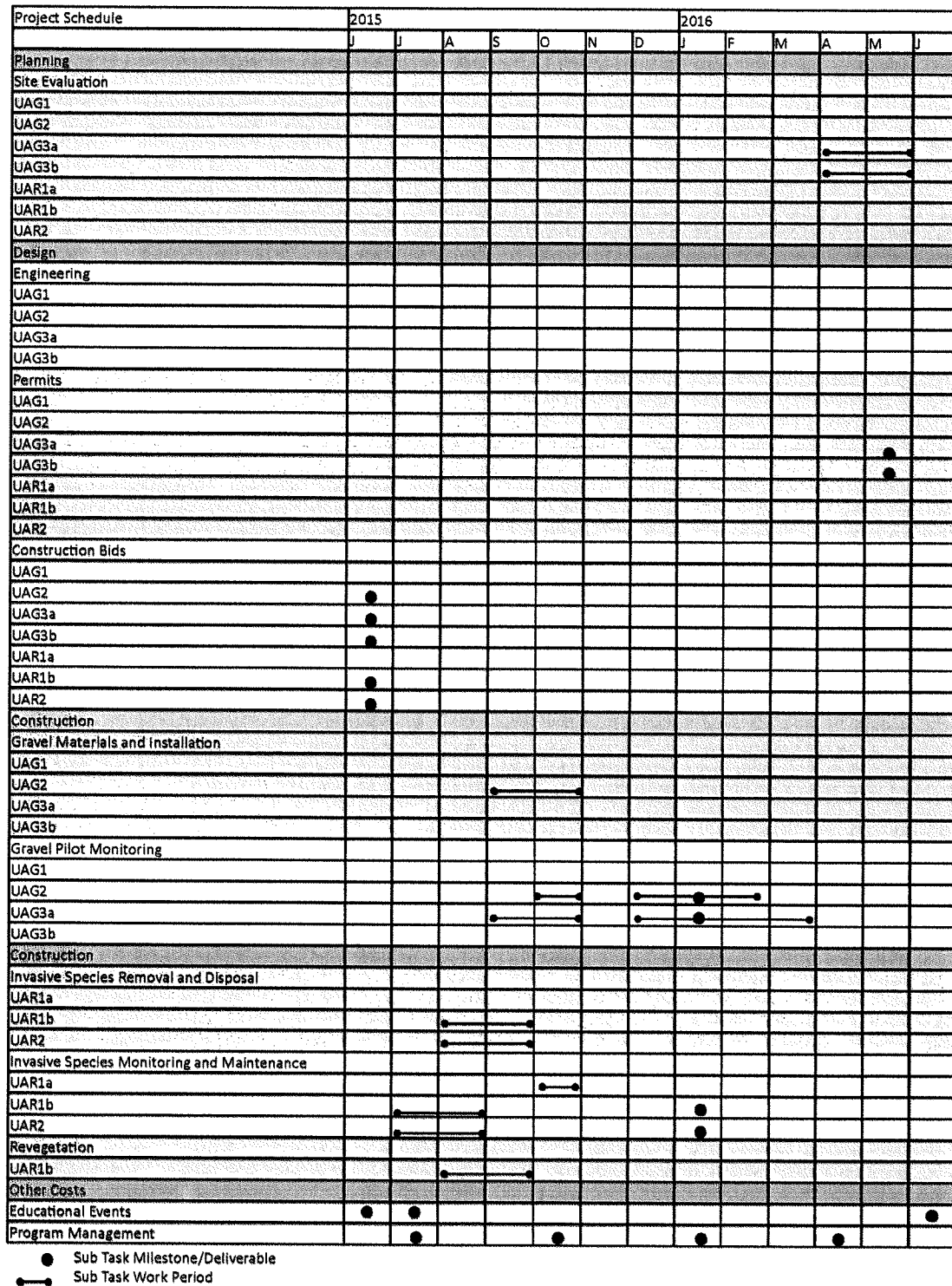
Casagrande, J. 2013. Uvas and Llagas Creek Juvenile Steelhead Distribution and Abundance Fall 2012. Prepared for the National Marine Fisheries Service and California Department of Fish and Wildlife. 53 pp.

APPENDIX B
PROJECT SCHEDULE

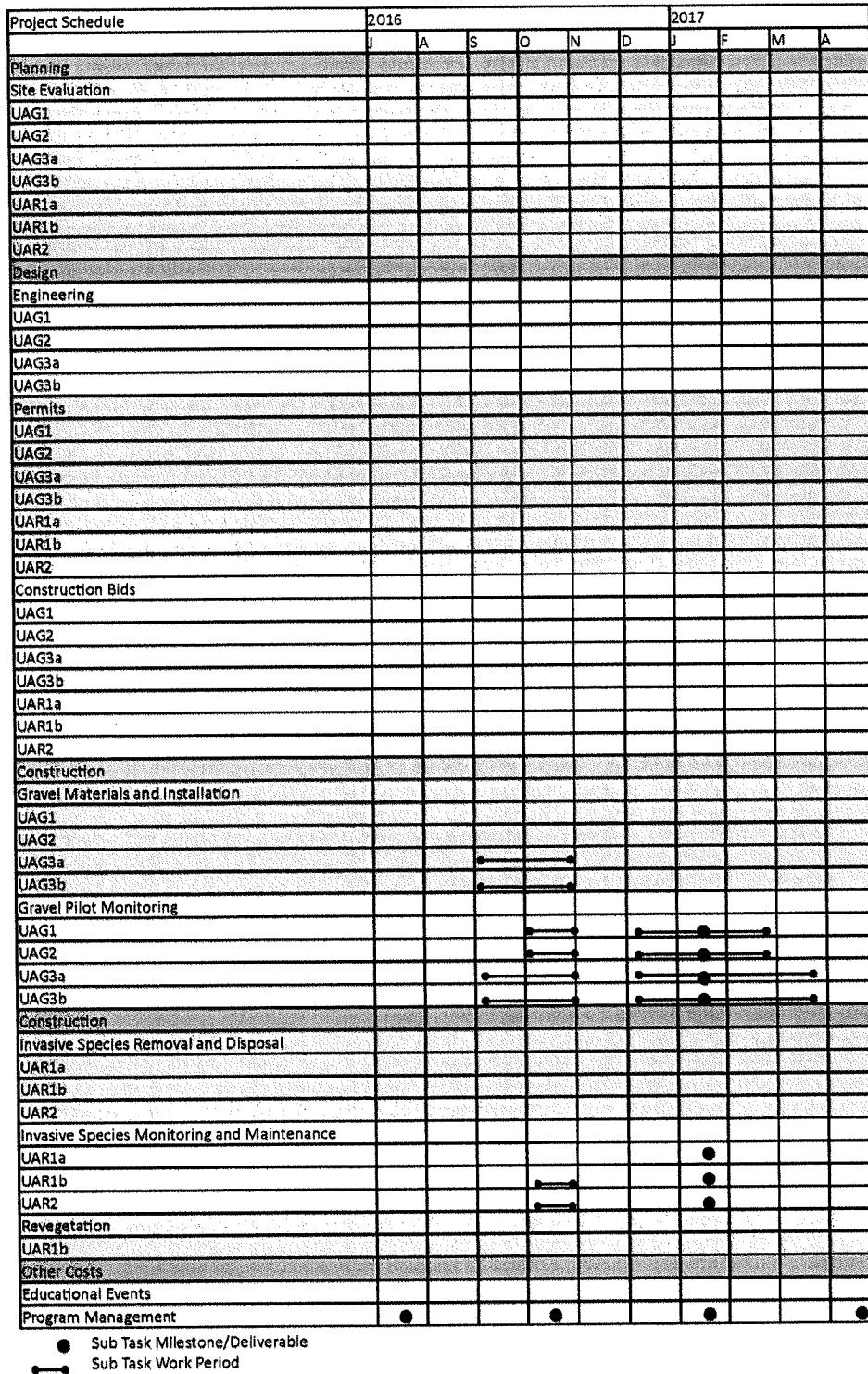
SCVWD: Safe, Clean Water and Natural Flood Protection Program – Priority D Grant Program
 Project: Uvas Creek Steelhead Spawning Habitat Enhancement



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APPENDIX C
PROJECT BUDGET

<http://www.valleywater.org/WorkArea/linkit.aspx?LinkIdentifier=id&ItemID=9154>

APPENDIX C. BUDGET

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APPENDIX D
PROJECT INVOICE

<http://www.valleywater.org/WorkArea/linkit.aspx?LinkIdentifier=id&ItemID=9155>

INVOICE

Organization:		Project Title:		Invoice #		Service Period:		SCWMD GRANT FUNDING																																													
Resource Conservation District of Santa Cruz County		Uvas Creek Steelhead Spawning Habitat Enhancement		Invoice Date:		(Date thru Date)		SCWMD Grant Request																																													
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NOTE: Specific tasks at discretion of Grantee. However, tasks should directly relate to Appendix A.1

APPENDIX E
PAYMENT REQUEST FORM

GRANT: 2014 Safe, Clean Water Priority D Grant Program	
AGREEMENT NO.:	GRANTEE: Resource Conservation District of Santa Cruz County
PROJECT TITLE: Uvas Creek Steelhead Spawning Habitat Enhancement	
1. TYPE OF PAYMENT: <input type="checkbox"/> Advance <input type="checkbox"/> Reimbursement <input type="checkbox"/> Final	
2. 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.)	\$ _____
3. SEND PAYMENT TO:	
Grantee Name	_____
Street Address	_____
City, State, Zip Code	_____
Attention	_____
4. TYPED OR PRINTED NAME OF PERSON AUTHORIZED BY RESOLUTION: <i>Title</i>	
5. SIGNATURE OF PERSON AUTHORIZED BY RESOLUTION: <i>Date</i>	
FOR SANTA CLARA VALLEY WATER DISTRICT USE ONLY	
6. PAYMENT APPROVAL SIGNATURE: <i>Date</i>	

<http://www.valleywater.org/WorkArea/linkit.aspx?LinkIdentifier=id&ItemID=9156>

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 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. **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:

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

APPENDIX F
STATUS REPORT FORM

Grantee: Resource Conservation District of Santa Cruz County

Grant Program: 2014 Safe Clean Water Priority D Grant

Project Name: Uvas Creek Steelhead Spawning Habitat Enhancement

ITEM	STATUS (ON TARGET/COMPLETE/ BEHIND SCHEDULE)	COMMENTS
Project on-schedule?		
Project within budget?		
Project within scope?		
List of completed tasks		
Task 1		
Task 2		
Task 3		
Task 4		
Discussion of project challenges, including public concerns or opposition		
Community based organizations supporting the Project		
Newly identified stewardship opportunities in the Project vicinity		
Newly identified trails, parks or open space in Project vicinity		
Newly identified capital projects in the Project vicinity		

<http://www.valleywater.org/WorkArea/linkit.aspx?LinkIdentifier=id&ItemID=9157>

APPENDIX G

RESOLUTION



RESOURCE
CONSERVATION DISTRICT
OF SANTA CRUZ COUNTY

820 Bay Avenue, Suite 128
Capitola, California 95010
tel 831.464.2950 | fax 831.475.3215
www.rcdsantacruz.org

Resolution RCDSCC 2013-06

**A RESOLUTION OF THE
RESOURCE CONSERVATION DISTRICT OF SANTA CRUZ COUNTY
APPROVING THE APPLICANT TO APPLY FOR GRANT FUNDS UNDER THE SAFE,
CLEAN WATER AND NATURAL FLOOD PROTECTION PROGRAM OF 2012**

WHEREAS, the Santa Clara Valley Water District has enacted the 2014 Safe Clean Water Priority D Grant Program, which provides funds for environmental enhancements and restoration, pollution prevention and public access to trails and open space; and

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

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

WHEREAS, Grantee will enter into an Agreement with the Contract with the Santa Clara Valley Water District;

NOW, THEREFORE, BE IT RESOLVED that the RCD OF SANTA CRUZ COUNTY hereby:

1. Approves the submission of an Application for local assistance funds from the Priority D Grant Program under the Safe, Clean Water and Natural Flood Protection Program of 2012;
2. Approves the acceptance of grant funds from the Priority D Grant Program under the Safe, Clean Water and Natural Flood Protection Program of 2012, upon approval of grant funding for the Project by the District's Board of Directors;
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 and Financial Provisions contained in the Agreement; and
5. Appoints the RCD Board President or his appointee 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 Grant Project.

Approved and Adopted on the 22 day of November, 2013.

I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the RCD of Santa Cruz County's Board of Directors following a roll call vote:

AYES: 6

NOES: 0

ABSENT: 1


(Clerk)

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:

\$2,000,000 per occurrence / **\$2,000,000** aggregate limits for bodily injury and property damage

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:

\$2,000,000 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.