

**AMENDMENT NO. 1 TO  
2014 SAFE, CLEAN WATER PRIORITY D3 GRANT PROGRAM  
AGREEMENT - # A3742R  
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT  
AND THE RESOURCE CONSERVATION DISTRICT OF SANTA CRUZ COUNTY**

This Amendment No. 1 (Amendment), effective as of the date it is fully executed by the Parties, amends the terms and conditions of the 2014 Safe, Clean Water Priority D Grant Program Agreement - No. A3742R (Agreement) dated June 30, 2014 between SANTA CLARA VALLEY WATER DISTRICT (District) and THE RESOURCE CONSERVATION DISTRICT OF SANTA CRUZ COUNTY, (Grantee), collectively, the Parties.

**RECITALS**

**WHEREAS**, the Agreement provides for the Grantee to receive a grant amount of \$446,755.00 from the 2014 Safe, Clean Water Priority D Grant Program to perform the Project, including Uvas Creek Steelhead spawning habitat enhancement, described in the Appendix A of the Agreement;

**WHEREAS**, the initial term of Agreement expires on June 30, 2017;

**WHEREAS**, the Project has been delayed due to regulatory permitting challenges and Grantee's efforts to coordinate with the County of Santa Clara (County) and the Federal Emergency Management Agency (FEMA) on the placement of fill within FEMA's jurisdiction;

**WHEREAS**, the Grantee has received 40% of the Project Grant Amount and worked diligently to advance the Project and its tasks, including site evaluation; developing design alternatives and identifying the preferred alternative in consultation with the County, District and the National Marine Fisheries Service; in removing invasive species; and in conducting community outreach;

**WHEREAS**, FEMA, County and the Grantee have now reached a consensus on a path that Grantee may advance the Project, and the Grantee and the District now seek to extend the term of the Agreement by 12 months;

**WHEREAS**, the Grantee has the dedicated human and financial resources to complete the scope of the Project;

**WHEREAS**, Section 3(B)(4) of the Agreement states project costs for non-construction tasks are limited to 20% of District contribution to Total Project Cost, for projects that include a construction task;

**WHEREAS**, due to FEMA permit requirements for hydrologic and hydraulic analysis showing that the increase in Base Flow Elevation does not exceed 0.1 feet, the Parties desire that non-construction tasks limit be increased to 25% of District contribution to Total Project Cost, for projects that include a construction tasks;

**WHEREAS**, the District recognized that Grantee has made a good faith effort to include all four gravel augmentation sites, but FEMA's requirement of a Conditional Letter of Map Revision foreclosed the viability of gravel augmentation at Site UGA1, which is located directly below Uvas Dam;

**WHEREAS**, the Parties desire to remove from the Project scope any scope of work directly related to Site UGA1; and

**WHEREAS**, the District seeks to update its contact information in the Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises and agreements stated herein and notwithstanding anything to the contrary in the Agreement, Grantee and the District hereby agree to amend the Agreement as follows:

1. Section 2. General Provisions. H. Agreement Term., Paragraph 1, is amended by replacing the current expiration date of "June 30, 2017", with "June 30, 2018".
2. Section 3. Financial Provisions. B. Eligible Costs, Paragraph 4, is deleted and replaced with the following:

Project costs for non-construction tasks are limited to 25% of District's contribution to Total Project Costs, for projects that include a construction task.
3. Appendix A is amended by eliminating the scope of work directly attributable to Site UGA1.
4. Section 4. Miscellaneous Provisions. B. Notices, is deleted in its entirety and replaced with the following:

**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:

<b>To</b> <b>SCVWD:</b>	Norma Camacho, Interim Chief Executive Officer Santa Clara Valley Water District 5750 Almaden Expressway San Jose, CA 95118-3686 E-mail: <a href="mailto:grants@valleywater.org">grants@valleywater.org</a>	<b>To</b> <b>Grantee:</b>	Jim McKenna Board President Resource Conservation District of Santa Cruz County 820 Bay Avenue, Suite 136 Capitola, CA 95010 Phone: (831) 464-2950
<b>Contact:</b>	Meenakshi Ganjoo Interim Supervising Program Administrator Santa Clara Valley Water District 5750 Almaden Expressway San Jose, CA 95118 Phone: (408) 630-2295 E-mail: <a href="mailto:grants@valleywater.org">grants@valleywater.org</a>	<b>Grantee</b> <b>Contact:</b>	Chris Coburn Executive Director Resource Conservation District of Santa Cruz County 820 Bay Avenue, Suite 136 Capitola, CA 95010 Phone: (831) 464-2950 E-mail: <a href="mailto:ccoburn@rcdsantacruz.org">ccoburn@rcdsantacruz.org</a>

5. All other terms and conditions of Agreement No. A3742R, not amended as stated herein, remain in full force and effect.

*(SIGNATURES FOLLOW ON NEXT PAGE)*

IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR  
CONSENT TO THE TERMS AND CONDITIONS OF THIS AMENDMENT NO. 1 TO  
AGREEMENT NO. A3742R THROUGH THE SIGNATURES OF THEIR DULY  
AUTHORIZED REPRESENTATIVES.

SANTA CLARA VALLEY WATER  
DISTRICT

"District"


RESOURCE CONSERVATION  
DISTRICT OF SANTA CRUZ  
COUNTY

"Grantee"

By:

  
Norma J. Camacho  
Interim Chief Executive Officer

By:

  
Jim McKenna  
Board President

Date:

6/21/17

Date:

6-15-2017

June 26, 2017

Chris Coburn  
Resource Conservation District of Santa Cruz  
820 Bay Avenue, Suite 136  
Capitola, CA 95010

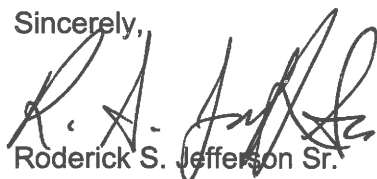
**Subject: Amendment No. 1 to Agreement A3742R between the Santa Clara Valley Water District and the Resources Conservation District of Santa Cruz**

Dear Mr. Coburn,

Enclosed is an enacted copy of **Amendment No. 1 to Agreement A3742R** which was executed by the Santa Clara Valley Water District on June 21, 2017. Please retain the enclosed copy for your records and reference any future correspondence related to this contract with Agreement A3742R.

If you have any questions regarding this Agreement, please contact Project Manager Meenakshi Ganjoo at (408) 630-2295 or [mganjoo@valleywater.org](mailto:mganjoo@valleywater.org).

Sincerely,



Roderick S. Jefferson Sr.  
Supervising Program Administrator  
Consultant Contracts Services

:kb

Enc.: Agreement A3742R

CC: Guy Canha, Meenakshi Ganjoo

