

**AMENDMENT NO. 2 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. 2 (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 term of the Agreement expires on June 30, 2018;

WHEREAS, the Grantee has received 43% 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, under Task 1: Gravel Augmentation, the Grantee has completed the evaluation and design phases for three of their proposed sites but has been denied the permit to move forward with the construction because when an encroachment is proposed on Federal Emergency Management Agency's (FEMA) regulatory floodway it does not allow any increase of Base Flood Elevation (BFE) on a structure;

WHEREAS, under Task 2: Acacia Removal and Disposal; Monitoring and Maintenance, the Grantee has completed removal and disposal of acacia at two of the three sites and monitoring and maintenance on these sites is scheduled to begin soon. However, the removal on the third site has not occurred as the Grantee has not received the funding from California Department of Fish and Wildlife (CDFW);

WHEREAS, under Task 3: Education Events, the Grantee has completed three of the four educational activities to inform the community on watersheds, steelhead habitats, and the value of clean, healthy riparian areas in the community. The educational activities are targeted to the local communities around the project and two RV camping and recreational facilities;

WHEREAS, under Task 4: Project Management, the Grantee has submitted quarterly invoices, documented progress towards its deliverables, and kept the District informed of its challenges, such as the permitting issues;

WHEREAS, without the permits necessary to move forward with the completion of the gravel augmentation and the funding needed to complete the removal and disposal of acacia at the third proposed site, the scope of work has changed;

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. In Appendix A. Task 1, delete the entire scope of the work under the headings of “Construction Bids”, “Construction”, and “Gravel Pilot Monitoring”.
2. In Appendix A. Task 1, add the following as the first sentence: “In consideration of amounts received under this Task 1, Grantee hereby assigns to District absolutely with full guarantee all of its property, right, title and interest in any and all tangible and intangible work product resulting from Task 1, including all intellectual property rights.”
3. In Appendix A. Task 2, delete the entire paragraph starting with, “3. Site UAR2. Stream reach along to Jason-Stephens Winery’s creek frontage.” Additionally, delete all other references to “Site UAR2” under Task 2.
4. In Appendix A. Task 3, replace the paragraph after the heading “Description” with “The project will incorporate three educational events and that two of those events will be community focused gatherings in the Cities of Morgan Hill and Gilroy, and one event will be a presentation and hands on tour with the RV communities adjacent to Uvas Creek in the project area.”

5. In Recitals G & H, delete “four hundred forty-six thousand seven hundred fifty-five dollars (\$446,755.00)” and replace with “two hundred fifteen thousand five hundred seventy-nine (\$215,579).”

6. In Section 4, delete Subsection B, and replace 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:

To SCVWD:	Norma Camacho, Chief Executive Officer Santa Clara Valley Water District 5750 Almaden Expressway San Jose, CA 95118-3686 E-mail: grants@valleywater.org	To Grantee:	Jim McKenna Board President Resource Conservation District of Santa Cruz County 820 Bay Avenue, Suite 136 Capitola, CA 95010 Phone: (831) 464-2950
Contact:	Sherilyn Tran Interim Supervising Program Administrator Santa Clara Valley Water District 5750 Almaden Expressway San Jose, CA 95118 Phone: (408) 630-2772 E-mail: grants@valleywater.org	Grantee Contact:	Susan Pearce Interim Executive Director Resource Conservation District of Santa Cruz County 820 Bay Avenue, Suite 136 Capitola, CA 95010 Phone: (831) 464-2950 E-mail: spearce@rcdsantacruz.org

7. 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. 2 TO
AGREEMENT NO. A3742R THROUGH THE SIGNATURES OF THEIR DULY
AUTHORIZED REPRESENTATIVES.

SANTA CLARA VALLEY WATER
DISTRICT

RESOURCE CONSERVATION
DISTRICT OF SANTA CRUZ
COUNTY

“District”

“Grantee”

By:

By:

Norma J. Camacho
Chief Executive Officer

Jim McKenna
Board President

Date:

Date:
