

SANTA CLARA VALLEY WATER DISTRICT

Safe, Clean Water and Natural Flood Protection Program

FY 2016 SAFE, CLEAN WATER PROJECT D3 GRANT

This FY 2016 Safe, Clean Water Program D3 Grant Agreement (Agreement), effective upon full execution, is entered into by and between the Santa Clara Valley Water District, a California special district (District) and Midpeninsula Regional Open Space District, a public entity (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 Hendrys Creek Restoration Project (Project).

RECITALS:

- A. The District's mission is to provide Silicon Valley safe, clean water for a healthy life, environment, and economy.
- B. In November 2012, the voters of Santa Clara County passed Measure B establishing a special tax to fund the Safe, Clean Water and Natural Flood Protection program (Safe, Clean Water).
- C. The Safe, Clean Water Program special tax provides funding for activities consistent with this 2016 Safe, Clean Water Project D3, focused on habitat restoration, providing access to trails and open space, education and outreach.
- D. On July 22, 2015, the Grantee's Board of Directors adopted a Resolution authorizing Grantee's application for Grant Program funding and acceptance of the grant, if awarded, for Hendrys Creek Restoration Project (see Appendix G, Resolution).
- E. Grantee submitted an application to the District for the Project to carry out wildlife habitat restoration and to provide education and outreach.
- F. On December 8, 2015, the District's Board of Directors authorized the District's Chief Executive Officer (CEO), following CEQA compliance, to approve and execute a grant agreement with Grantee to fund the Project in the amount not to exceed \$484,650.
- G. Consistent with application submitted, Grantee has secured funding from Santa Clara Valley Water District in the amount of specified above and any additional funds necessary to complete the Project will be supplied by the Grantee.

The Parties agree to the following terms and conditions:

Section 1. Special Provisions

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

- B. Grantee shall post signs acknowledging the District's participation in the development of the Project and the use of Safe, Clean Water funds, should there be an implementation component. District to provide sign template(s) to Grantee, upon request, for use in Project where feasible.
- C. Grantee shall invite, in writing, members of the District Board to participate in any groundbreaking, opening, or ribbon cutting ceremony associated with the Project. Board members will be given the opportunity to speak if other elected officials have speaking roles.
- D. After Project completion, Grantee will make a presentation to the District's Board or other venues or post Project factsheet and presentation materials at the District's website regarding the Project outcome.
- E. Grantee has designated the Hendry's Creek property ("Property") as a Conservation Management Unit (CMU), so that use is confined to activities that are consistent with creek and riparian corridor protection, watershed and riparian habitat, and ecologically sensitive public enjoyment of the Property.

The Property is in a closed area, except for infrequent hiking tours led by Grantee's docents, and a limited number of hiking permits issued by Grantee on a case-by case basis on existing roads in non-sensitive areas.

Section 2. General Provisions

A. Definitions

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

10. **Project Performance Period:** The Project period commencing with full execution of this Agreement by both Parties and expiring as stated in Section 2. General Provisions, H. Agreement Term.
11. **Property:** The real property described in Appendix A, Project Scope, for acquisition or development with the Project.
12. **Safe, Clean Water:** The District's Safe, Clean Water and Natural Flood Protection Program special tax approved by Santa Clara County voters in November 2012.
13. **Total Project Cost:** The full cost of the Project, including funds from all funding sources, as identified in Appendix C, Project Budget.

B. *Project Execution*

1. District hereby grants to Grantee the Project Grant Amount, in consideration of, and on condition that, the sum be expended for the sole purpose of carrying out the objectives as set forth in the Project as identified in Appendix A, Project Scope, consistent with the terms and conditions set forth in this Agreement.
2. Grantee is responsible for securing all other necessary funds to accomplish the Project. Any significant modification or alteration to the Project Scope is subject to prior consideration and approval 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 and Project Budget adjustments with 10% of each task that does not impact the total amount specified may be approved by District Project Manager without a formal amendment to this Agreement.
5. Grantee must comply with all applicable federal, state, and local codes, statutes, laws, regulations, and ordinances, including, but not limited to, financial requirements, legal requirements for construction contracts, building codes, health and safety codes, laws and codes pertaining to individuals with disabilities; and Guidelines and Standards for Land Use Near Streams and other appropriate plans. If the Grantee is a public agency, the Grantee will be the lead agency for purpose of complying with the California Environmental Quality Act (CEQA). In that case, the Grantee shall complete the CEQA review process and submit required documentation to the District prior to the District awarding disbursing any grant funds. The required CEQA documentation must include one of the following: a notice of exemption filed with the County Clerk in the case of an exempted project, or otherwise an environmental impact report, mitigated negative declaration or negative declaration along with a copy of the notice of

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

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

C. *Project Administration/Reporting Requirements*

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

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

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

D. Termination of the Agreement

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

E. Indemnification

1. 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, 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. The rights, duties, and obligations of the Parties as set forth above in this Section E. Indemnification, survive completion, termination, expiration, and suspension of this Agreement.

F. Nondiscrimination

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

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

2. Compliance with Applicable Equal Opportunity Laws. The Grantee's policy must conform with applicable state and federal guidelines including the Federal Equal Opportunity Clause, "Section 60-1.4 of Title 41, Part 60 of the Code of Federal Regulations," Title VII of the Civil Rights Act of 1964 as amended; the American's with Disabilities Act of 1990; the Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code Section 12900 et. Seq.); California Labor Code Sections 1101 and 1102.

G. Project Completion

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

H. Agreement Term

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

I. Insurance Provisions

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

Section 3. Financial Provisions

A. Accounting and Audit Requirements

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

B. Eligible Costs

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

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

incurred during the Project performance period and attributed to the Project may be claimed.

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

C. *Payment Request Process*

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

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

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 minor modification(s) to the Project Scope, Project Schedule, or Project Budget must be submitted in writing, prior to the expiration of this Agreement, and will be considered for approval by the District's executive management responsible for the Safe, Clean Water Grant Program provided:
 - a. The Grant award by the District's Board did not impose a restriction on such revisions; and

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

B. Notices


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

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: Stephen E. Abbors General Manager Midpeninsula Regional Open Space Distri 330 Distel Circle Los Altos, CA 94022 Phone: 650-691-1200 E-mail: sabbors@openspace.org
Contact: Sarah Young Senior Project Manager Santa Clara Valley Water District 5750 Almaden Expressway San Jose, CA 95118 Phone: (408) 630-2468 E-mail: syoung@valleywater.org	Grantee Contact: Meredith Manning Senior Planner Midpeninsula Regional Open Space Distri 330 Distel Circle Los Altos, CA 94022 Phone: 650-691-1200 E-mail: mmanning@openspace.org

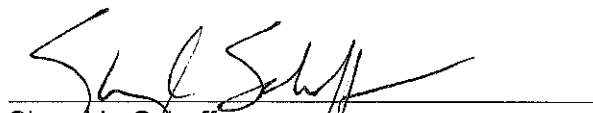
Midpeninsula Regional Open Space District

Date: 5.26.16

By:


Stephen E. Abbors
General Manager

APPROVED AS TO FORM:

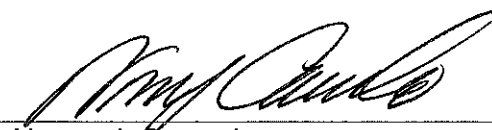

Sheryl L. Schaffner,
General Counsel

SANTA CLARA VALLEY WATER DISTRICT

Date:

6/14/16

By:


Norma J. Camacho
Interim Chief Executive Officer

Appendix A – Project Scope

This project will enhance 3/4 miles of the watershed through removing 14 in-stream structures; invasive plants from 4.44 acres of canyon; and by installing 0.33 acres of watershed specific, contract grown riparian and upland plants along the impacted creek banks and former road; and seeding 1.5 acres with native grasses, acorns and buckeye seeds on the former building pads location, and improving the road located along the creek and tributaries

1. Project Location

The 117-acre Hendrys Creek property is located within Sierra Azul Open Space Preserve in unincorporated Santa Clara County. The project site is accessible from a deeded access road through private property on Aldercroft Heights Road (See Figure 1 – Project Location Map). Hendrys Creek flows to Lexington Reservoir in Los Gatos Creek watershed within the Guadalupe Creek watershed. Hendrys Creek is a year-round spring-fed stream that drains a 710-acre watershed. The watershed is characterized by steep rugged terrain mantled by thin colluvial soils. Elevations range from 800 feet along the valley bottom to 2600 feet in the upper part of the watershed/ridge tops. The project site is located along the middle to upper Hendrys Creek watershed and is situated along the main road up the canyon that is immediately adjacent to the stream channel (Figure 2 – Project Overview Map).

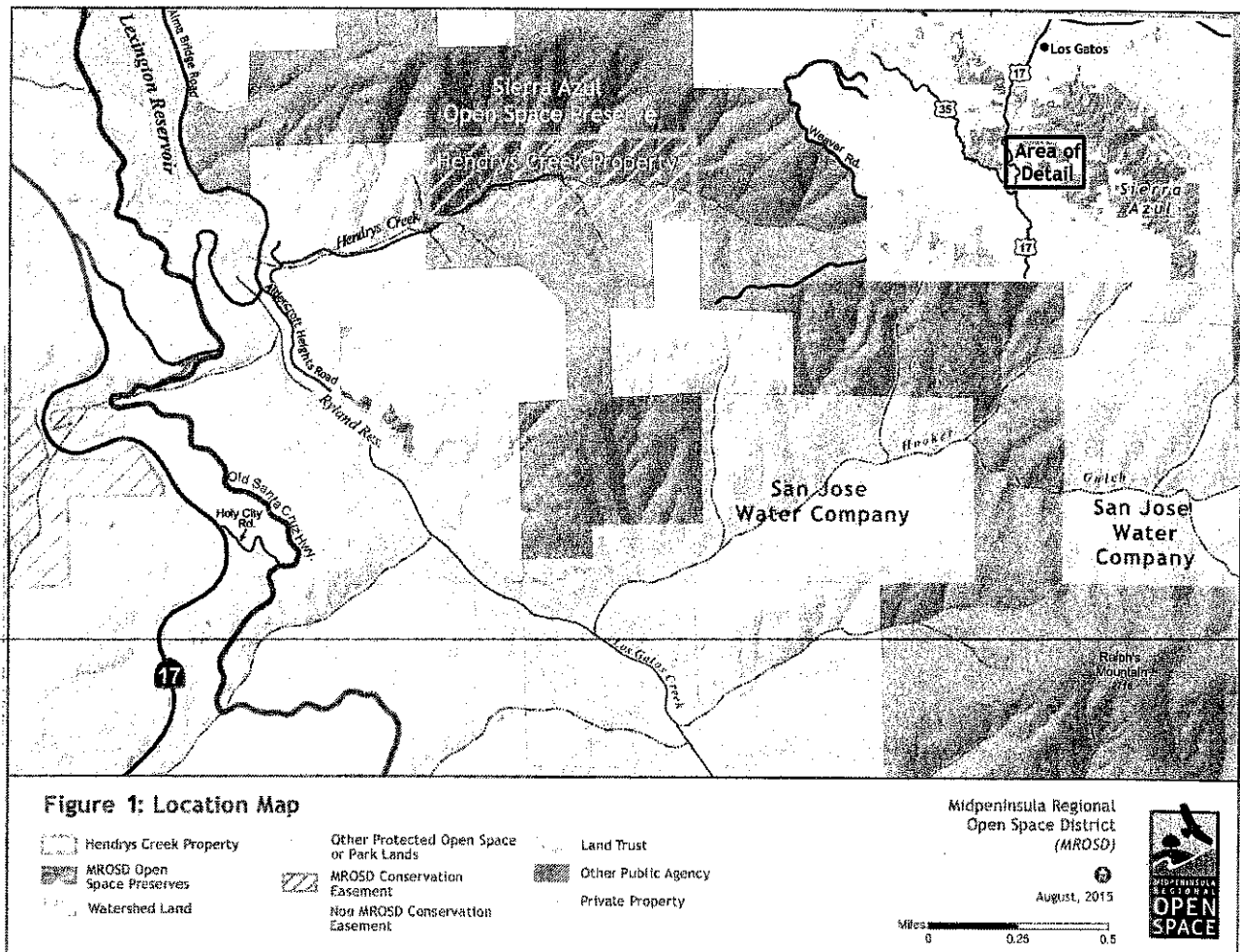


Figure 1: Project Location Map

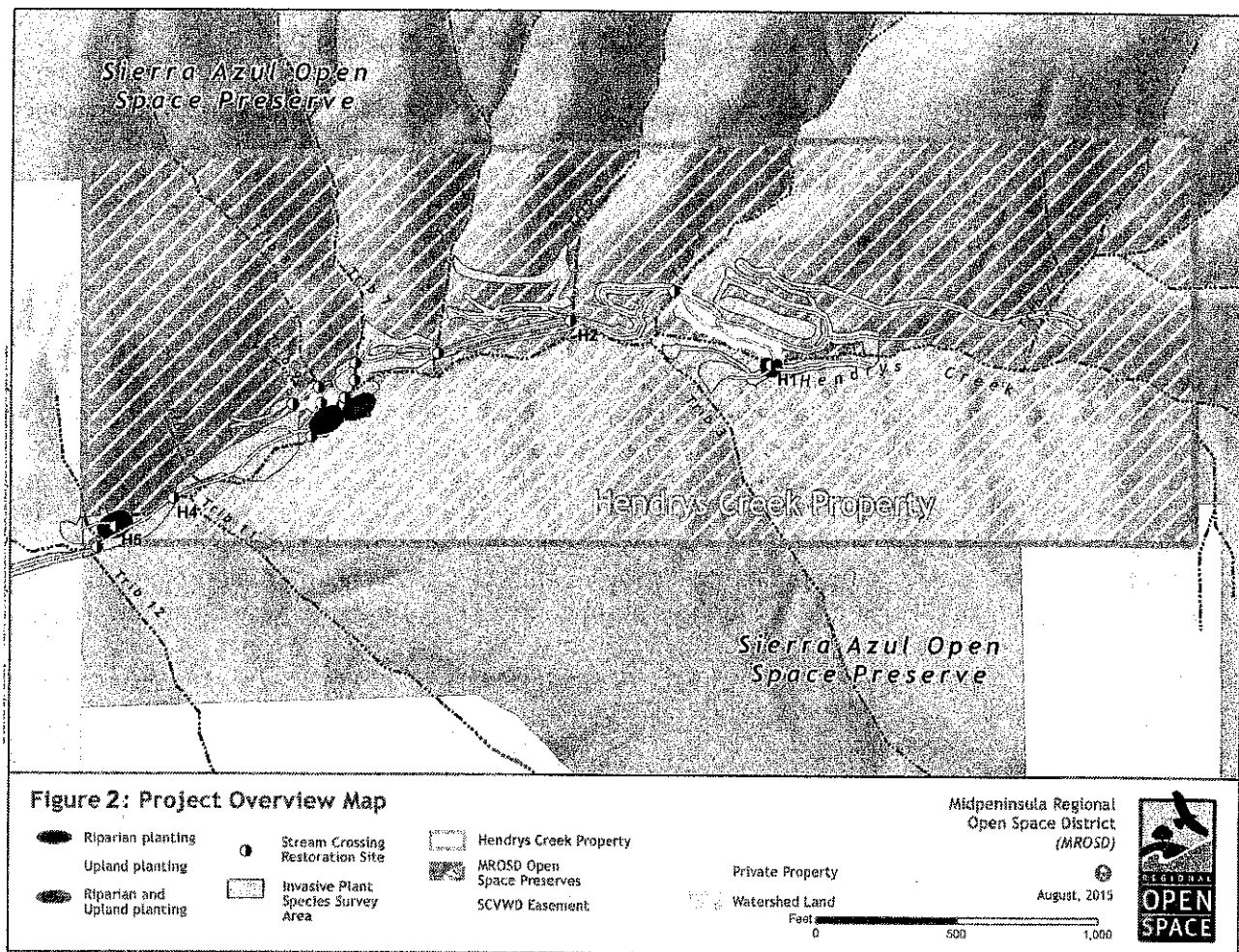


Figure 2: Project Overview Map

2. Measurable Outcomes and Project Benefits

The project will be implemented over three seasons. Year 1 (2016) will be dedicated to conducting an invasive species survey, preparing 90% construction plans and securing permits. Construction will occur primarily in Year 2 (2017), when virtually all the heavy equipment work will be implemented. The Hendrys Creek bridge will be retained in this first phase to support maintenance, monitoring and adaptive management actions in the upper watershed. In 2018 this bridge will be removed and this lower watershed area treated as identified in the plans. Future maintenance, monitoring and adaptive management actions throughout the watershed will occur by four-wheel- or all-wheel-drive quad vehicle. The canyon will be open to public access only by special arrangements as described in the Long Term Management Plan.

The Hendrys Creek Restoration Project will:

- A. Implement habitat enhancements along $\frac{3}{4}$ miles of Hendrys Creek and tributaries within the 8.3 acres of freshwater wetland mitigation easement held by SCVWD.
- B. Permanently remove one (1) double culvert, three (3) bridges and one (1) sediment/debris jam within Hendrys Creek.
- C. Permanently remove three (3) failing ford crossings and three (3) culverts along the tributaries to Hendrys Creek and restore stream channels as close to its original configuration as feasible.
- D. Replace one (1) bridge along Hendrys Creek and four (4) culverts along the tributaries to Hendrys Creek with seasonal rock fords. The seasonal fords will provide access for native plant establishment, watering, weeding and project monitoring.

- E. Restore the hydrologic connection of the tributaries to Hendrys Creek using heavy equipment to remove fill material, or "daylight", the original stream channels. This action will restore the geomorphic function of the watershed because it will: a) reduce storm flow diversion potential at these locations where the road currently crosses the stream, b) reduce sediment discharge to the aquatic environment, c) reduce hydrologic connectivity of roads to streams by allowing tributary runoff to freely flow to Hendrys Creek instead of being diverted by the road network.
- F. Rip and abandon the road and the former buildings pads. Install drainage dips every 75 to 100 feet along former road to reduce erosion to the creek. Seed approximately 63,450 (1.5 acres) of the ripped areas with a native grass mix and oak acorns and buckeye seeds.
- G. Install approximately 14,600 square feet of riparian and upland native vegetation to reduce erosion, buffer the creek and increase the complexity of the habitat structure.
- H. Conduct an invasive plant species survey to map invasive plant species and plan removal.
- I. Work to remove invasive French broom (*Genista monspessulana*), periwinkle (*Vinca major*), Himalayan blackberry (*Rubus armeniacus*), Robert's geranium (*Geranium robertianum*) and other small patches of nonnative vegetation associated with the former building sites from approximately 193,240 square feet (4.44 acres) of the canyon.
- J. Maintain (weed and water, as necessary) and monitor the installed native plants and invasive species removal areas for three (3) years.
- K. Monitor and implement adaptive management measures to ensure the integrity of the stream channel work and reduce sediment to the aquatic ecosystem.

3. Project Tasks and Milestones

Milestones	Dates
<u>Task 1: Plans, Specs, Permitting and Construction Oversight</u>	
A. Execute Grant Agreement with SCVWD	Spring 2016
B. Execute Contract with Acterra	Spring 2016
C. Prepare 90% Plans	Spring 2016
D. Prepare Storm Water Pollution Prevention Plan (SWPPP)	Spring 2016
E. Submit Permit Applications	Spring 2016
F. Permit Reviews by Agencies	Spring 2016 – December 2016
G. Conduct Invasive Plant Species Survey and Prepare Removal Plan	April 2016 – September 2016
H. Finalize Construction Documents/Respond to Regulatory Comments	January 2017
I. Advertise for Bids	March 2017
J. Open Bids	April 2017
K. Present Bidder to Midpen Board of Directors for Approval	May 2017
L. Update SCVWD Grant Administrator on Project Status	February 2017
M. Update SCVWD Board of Directors on Construction	Fall 2017
N. Update SCVWD Grant Administrator on Project Status	February 2018
O. Grant Close-out	April 2019 – June 2019
<u>Task 2: Construction – Obtain Native Plants</u>	
Conduct Seed Collection	June 2016 – November 2016
Obtain Native Plants	October 2016 – October 2017
<u>Task 3: Construction – Earthwork: Road Abandonment and Stream Restoration</u>	
Construction Phase – Season 1 (majority of work)	May 2017 – October 2017
Construction Phase – Season 2 (at and below Hendrys Bridge)	May 2017 – October 2017
<u>Task 4: Construction – Planting and Weeding</u>	
<u>A. Native Plants Installation</u>	
Organize Volunteers and Begin Plant Installation	Summer 2017
Install Native Plants – Season 1	October 2017 – March 2018

Install Native Plants – Season 2	October 2017 – March 2018
<u>B. Invasive Species Removal</u>	
Organize Volunteers and Begin Removal of Invasive Plants	Summer 2016
Remove Invasive Plants – Season 1	October 2016 – March 2017
Remove Invasive Plants – Season 2	October 2017 – March 2018

Task 5 Items – Construction – Contract Watering

Year 1 – 2017-2018	April 2018 – October 2018
Year 2 – 2018-2019	April 2019 – June 2019

Task 6 Items

<u>A. Habitat Maintenance - Monitor Restoration</u>	October 2017 – March 2019
Perform storm checks during significant rainfall events	
Weed, water and uncage native plants	
Continue removal of invasive species	
Undertake adaptive management actions as needed	
<u>B. Monitoring and Public Outreach</u>	October 2016 – June 2019

4. Existing Agreements

Santa Clara Valley Water District (SCVWD) holds a Conservation Easement Deed over the project site. The purchase of this perpetual conservation easement provides compensatory mitigation for wetland impacts associated with SCVWD's 2002 Multi-Year Stream Maintenance Program (SMP). The conservation easement includes approximately 99 acres of Stream and Watershed Protection Buffers for 8.3 acres of freshwater wetland mitigation credit. The channel restoration, riparian and upland planting and invasive plant species removal proposed in this grant application are above and beyond the purchase of the conservation easement outlined in SCVWD's SMP permit requirements for compensatory mitigation. The work being done as part of this SCVWD Habitat Restoration Grant is ***not required*** by SCVWD in any way as part of the Conservation Easement.

5. Project Team

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

Midpen staff will lead the project and coordinate the contract work. Acterra staff will conduct the native plant seed collection, grow the container plant stock, recruit volunteers and oversee community invasive plant removal and native plant installation workdays. Acterra will contract separately with and oversee the work of the youth conservation corps. Key staff is identified below with roles, responsibilities and short biographies.

Midpen Staff

Meredith Manning, Senior Planner: *Meredith is the primary Project Manager for this work. She joined MROSD in 2005 with a background in hydrogeomorphology and large-scale stream channel restoration work in Redwood National Park, Lake Tahoe Basin Forest Service, and Trinity County Bureau of Land Management. In addition to other project management duties, in her current role she plans and lays out new trail construction and road-to-trail conversion with the goal of reducing sedimentation to the aquatic environment. She will be the contact person for MROSD and will oversee the heavy equipment restoration portion of the project. Meredith has a BS in Natural Resources Planning and Interpretation with an emphasis in Hydrology from Humboldt State University, and an MEM (Masters of Environmental Management) with an emphasis in Water Resources from Nicholas School of the Environment, Duke University.*

Cindy Roessler, Senior Resource Management Specialist: *Cindy is providing guidance and oversight to Acterra for the vegetation management portion of this work.* Ms. Roessler is an ecologist with over thirty years of experience in managing natural resources for governmental agencies and consulting firms. She specializes in designing and installing ecological restoration projects, controlling invasive plants using an integrated pest management approach, and adapting human use to be compatible with wildlife residents. She has supervisory experience leading teams of people with diverse specializations.

Amanda Mills, Natural Resource Management Specialist I: Amanda will provide guidance and assistance to Acterra in vegetation management and native plant installations. Amanda has worked for the Midpeninsula Regional Open Space District since 2006. She started her career with MROSD as an Open Space Technician where her primary focus was vegetation management, native plant installation, habitat restoration, field maintenance projects, and volunteer projects. In January 2016 Amanda was promoted to Natural Resource Management Specialist I. In her current role she oversees contractors performing vegetation management, conducts site surveys for invasive plant control, bio-monitors for special status species, and assists in a variety of habitat restoration projects. Amanda has a B.S. degree in Natural Resources from the University of Wisconsin-Madison.

Bryan Apple, Planner II: *Bryan will assist in the oversight of the heavy equipment restoration portion of the project.* He is interested in gaining experience in stream channel restoration. Bryan has experience in implementing ecological restoration and water quality improvement projects. He has a degree in Environmental Studies from UC Santa Barbara.

Alicia Halpern, Planner I: *Alicia will assist Meredith with grant administration and project management.* Alicia joined MROSD in 2015 after working as a seasonal wilderness ranger for the U.S. Forest Service at Stanislaus National Forest. Her other prior work experience has focused on environmental policy research at the UC Davis Policy Institute for Energy, Environment and the Economy and on sustainability analysis at Annie's Homegrown, Inc. Alicia is a graduate of UC Davis and has a BS in Environmental Policy Analysis & Planning with an emphasis in City & Regional Planning.

Acterra Staff

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

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

Avi Starr-Glass, Project Director: Avi will manage community outreach, on-site invasive plant removal and planting days, site maintenance, monitoring, evaluation, and reporting. Avi has been managing Acterra's habitat restoration and youth stewards programs at Arastradero Preserve and Foothills Park since 2014. He graduated from Sonoma State University with a double major in Environmental Studies and Business Administration. While studying for his degrees, Avi participated in several ecology-based scientific studies, interned at a habitat restoration organization, and volunteered for various environmental efforts. Avi is passionate about utilizing education to raise public appreciation for the natural world. He looks forward to working with the local community to increase biodiversity on the preserve.

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

6. Project Operation and Maintenance

The project will be maintained and monitored from inception through 2018. Maintenance will include continued mechanical treatments (hand weeding and wrenching) to remove invasive plant species, watering, weeding and uncaging all native plants and addressing any issues that arise post-construction with the in-stream restoration. Monitoring will include site visits and photo monitoring of the in-stream channel improvements and native plant installations and invasive species removal areas.

7. Plans for Project Monitoring

Project success will be measured against the final construction drawings to be developed from the 2013 Hendrys Creek Road Abandonment and Stream Channel Restoration – Preliminary Construction Plans. In addition, the regulatory agencies may require additional performance measures through the issuance of permits. This project is not a mitigation project with strict performance measures for success. However, Midpen wishes to ensure that the capital investment in the restoration is realized and, therefore, maintenance, monitoring and adaptive management is included in the project program and budget.

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Appendix B – Project Schedule

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

The Project will begin immediately upon execution of the agreement and extend into 2019 with native plant maintenance and monitoring. Invasive species removal will commence in 2016. The road abandonment and stream restoration construction will occur primarily in the summer of 2017.

Milestones	Dates
<u>Task 1: Plans, Specs, Permitting and Construction Oversight</u>	
a. Execute Grant Agreement with SCVWD	Spring 2016
b. Execute Contract with Acterra	Spring 2016
c. Prepare 90% Plans	Spring 2016
d. Prepare Storm Water Pollution Prevention Plan (SWPPP)	Spring 2016
e. Submit Permit Applications	Spring 2016
f. Permit Reviews by Agencies	Spring 2016 – December 2016
g. Conduct Invasive Plant Species Survey and Prepare Removal Plan	April 2016 – September 2016
h. Finalize Construction Documents/Respond to Regulatory Comments	January 2017
i. Advertise for Bids	March 2017
j. Open Bids	April 2017
k. Present Bidder to Midpen Board of Directors for Approval	May 2017
l. Update SCVWD Grant Administrator on Project Status	February 2017
m. Update SCVWD Board of Directors on Construction	Fall 2017
n. Update SCVWD Grant Administrator on Project Status	February 2018
o. Grant Close-out	April 2019 – June 2019
<u>Task 2: Construction – Obtain Native Plants</u>	
Conduct Seed Collection	June 2016 – November 2016
Obtain Native Plants	October 2016 – October 2017
<u>Task 3: Construction – Earthwork: Road Abandonment and Stream Restoration</u>	
Construction Phase – Season 1 (majority of work)	May 2017 – October 2017
Construction Phase – Season 2 (at and below Hendrys Bridge)	May 2017 – October 2017
<u>Task 4: Construction – Planting and Weeding</u>	
<u>A. Native Plants Installation</u>	
Organize Volunteers and Begin Plant Installation	Summer 2017
Install Native Plants – Season 1	October 2017 – March 2018
Install Native Plants – Season 2	October 2017 – March 2018
<u>B. Invasive Species Removal</u>	
Organize Volunteers and Begin Removal of Invasive Plants	Summer 2016
Remove Invasive Plants – Season 1	October 2016 – March 2017
Remove Invasive Plants – Season 2	October 2017 – March 2018
<u>Task 5 Items – Construction – Contract Watering</u>	
Year 1 – 2017-2018	April 2018 – October 2018
Year 2 – 2018-2019	April 2019 – June 2019
<u>Task 6 Items</u>	
<u>A. Habitat Maintenance - Monitor Restoration</u>	
Perform storm checks during significant rainfall events	October 2017 – March 2019
Weed, water and uncage native plants	
Continue removal of invasive species	
Undertake adaptive management actions as needed	
<u>B. Monitoring and Public Outreach</u>	
	October 2016 – June 2019

Appendix C – Project Budget

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

Hendrys Creek Restoration Project

Item Description	Unit/Qty.	TOTAL	SCVWD Grant Request	Midpen Measure AA Funding Match
1. Plans, Specs, Permitting and Construction Oversight				
Consultant Services - Construction Document Preparation		10,000		10,000
Consultant Services - Biological Monitoring during Construction @ \$1,000/day		30,000		30,000
Consultant Services - Construction Oversight @ \$125/hour		18,000		18,000
Consultant Services - Permitting Applications and Supporting Documents		30,000	30,000	0
Storm Water Pollution Prevention Plan (SWPP) Preparation		7,000		7,000
Project Management - Midpen General (~15% of activities below)		31,205		31,205
Project Management - Midpen Revegetation Specialist (~15%)		19,900		19,900
Project Management - Volunteer Management (~15% of activities below)		37,000		37,000
Plans, Specs, Permitting and Construction Oversight Subtotal		\$183,105	\$30,000	\$153,105
2. Obtain Native Plants - includes 25% increase in plant quantities for replanting or add'l installation				
Seed Collection	Allow	\$3,000	3,000	
Obtain Native Plants (shrubs, perennials and groundcovers)	1200	\$15,000	15,000	
Obtain Native Plants Subtotal		\$18,000	\$18,000	\$0
3. Construction - Earthwork: Road Abandonment and Stream Restoration				
Mobilization	LS	20,000	20,000	0
Best Management Practices and SWPPP implementation	LS	10,000	10,000	0
Flow Diversion System & Dewatering (if required)	LS	5,000	5,000	0
Demolition and Hauling/Disposal - culverts, bridges, footings, railings, concrete, cinder block, metal	LS	8,500	8,500	0
Earthwork - stream realignment, tributary grading and excavation of fill surrounding structures	LS	127,500	127,500	0
Construction of Seasonal Rock Ponds @ \$2k/ea	EA	10,000	10,000	0
Channel Restoration Materials (rock, all classes)	LS	15,500	15,500	0
Channel Restoration Material Hauling @ \$100/hr (23 trips)	LS	2,500	2,500	0
Temporary Erosion Control Measures/Best Management Practices (BMPs)	LS	3,000	3,000	0
Water and Tool Storage Equipment, Fixtures and Hose Materials	2	4,000	4,000	0
Water Tank and Tool Storage Shed Placement	2	2,000	2,000	0
Road Abandonment and Stream Restoration Subtotal		\$208,000	\$208,000	\$0
4. Construction - Planting and Weeding:				
A. Stream Restoration - Riparian & Adjacent Upland Habitat Planting				
Install Native Plants - Acterra Staff and Volunteers	950 plants	\$22,250	22,250	
Planting Materials - Mulch (14,600ft ² @\$3"), Caging (200@\$10), tools and other materials		\$6,000	6,000	0
Riparian and Adjacent Upland Habitat Planting Subtotal		\$28,250	\$28,250	\$0
B. Invasive Species Removal				
Remove Invasive Plant Species - Acterra staff supervising volunteers and youth conservation corps	SF	\$75,500	75,500	
Invasive Species Removal Subtotal		\$75,500	\$75,500	\$0
5. Construction - Contract Watering, Basin Weeding and Water Delivery				
Year 1 - 2017-2018	Allow	\$2,800	52,800	
Year 2 - 2018-2019	Allow	\$3,600	33,600	
Contract Watering, Basin Weeding and Water Delivery Subtotal		\$86,400	\$86,400	\$0
6. Site Maintenance and Monitoring:				
A. Invasive Species Removal and Native Plant Installation Habitat Maintenance - Weeding and Watering				
3 Year Maintenance Period - Acterra staff supervising volunteers and youth conservation corps	LS	\$26,500	26,500	
Habitat Maintenance Subtotal		\$26,500	\$26,500	\$0
B. Monitoring and Public Outreach				
3 Year Monitoring Site Visits 2016 through 2018 - Acterra staff		\$12,000	\$12,000	
Monitoring and Public Outreach Subtotal		\$12,000	\$12,000	\$0
PROJECT COST SUMMARY				
Plans, Specs, Permitting and Construction Oversight		183,105	30,000	153,105
Obtain Native Plants		18,000	18,000	0
Construction - Earthwork		208,000	208,000	0
Construction - Planting and Weeding		103,750	103,750	0
Construction - Watering		86,400	86,400	0
Site Maintenance and Monitoring		38,500	38,500	0
Change Order & Contingency Allowance (~20%)		124,791	0	124,791
Subtotal		\$762,546	\$484,650	\$277,896
Total Project Cost Estimate		\$762,546	\$484,650	\$277,896

APPENDIX D – SAMPLE INVOICE

[illegible]

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

APPENDIX E PAYMENT REQUEST FORM

GRANT:																
AGREEMENT	GRANTEE/PARTNER:															
INVOICE NO.																
PROJECT TITLE:																
TYPE OF PAYMENT: <input type="checkbox"/> Advance <input checked="" type="checkbox"/> Reimbursement <input type="checkbox"/> Final																
PAYMENT INFORMATION (Round all figures to the nearest dollar): <table style="width: 100%; margin-top: 10px;"> <tr> <td style="width: 50%;">a. Project Amount</td> <td style="width: 10%; text-align: right;">\$</td> <td style="width: 40%; border-bottom: 1px solid black;"></td> </tr> <tr> <td>b. Funds Received to Date</td> <td style="text-align: right;">\$</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td>c. Available (a. minus b.)</td> <td style="text-align: right;">\$</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td>d. Amount of This Request</td> <td style="text-align: right;">\$</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td>e. Remaining Funds After This Payment (c. minus d.)</td> <td style="text-align: right;">\$</td> <td style="border-bottom: 1px solid black;"></td> </tr> </table>		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.)	\$	
a. Project Amount	\$															
b. Funds Received to Date	\$															
c. Available (a. minus b.)	\$															
d. Amount of This Request	\$															
e. Remaining Funds After This Payment (c. minus d.)	\$															
SEND PAYMENT TO: <table style="width: 100%; margin-top: 10px;"> <tr> <td style="width: 30%;">Grantee Name</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td>Street Address</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td>City, State, Zip Code</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td>Attention</td> <td style="border-bottom: 1px solid black;"></td> </tr> </table>		Grantee Name		Street Address		City, State, Zip Code		Attention								
Grantee Name																
Street Address																
City, State, Zip Code																
Attention																
4. "I certify, under penalty of perjury under the laws of the State of California, that the Quarterly/Monthly Status Report and all attachments, signed on the date below, on behalf of Grantee, were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the loss of the current and future Grant Funding."																
TYPED OR PRINTED NAME OF PERSON AUTHORIZED BY RESOLUTION: _____ Title _____																
SIGNATURE OF PERSON AUTHORIZED BY RESOLUTION: _____ DATE _____																
FOR SANTA CLARA VALLEY WATER DISTRICT USE ONLY																
PAYMENT APPROVAL SIGNATURE _____ DATE _____																

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

PAYMENT REQUEST FORM INSTRUCTIONS

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

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

Grantee—GRANTEE name as shown on the Grant Agreement.

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

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

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

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

2. Payment (Including Matching Fund) Information:

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

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

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

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

Typed or printed name of person authorized by Resolution.

5. Signature of person authorized by Resolution.

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

Additional Information to supply with Payment Request Form:

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

APPENDIX F STATUS REPORT FORM

Grantee/Partner: _____

Funding Program: _____

Project Name: _____

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

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

RESOLUTION NO. 15-31

RESOLUTION OF THE BOARD OF DIRECTORS OF THE MIDPENINSULA
REGIONAL OPEN SPACE DISTRICT APPROVING AND AUTHORIZING
EXECUTION OF THE GRANT AGREEMENT FOR GRANT OR
PARTNERSHIP FUNDS UNDER THE SAFE, CLEAN WATER AND NATURAL
FLOOD PROTECTION PROGRAM FROM THE SANTA CLARA VALLEY
WATER DISTRICT FOR THE HENDRYS CREEK STREAM CHANNEL
RESTORATION PROJECT AT SIERRA AZUL OPEN SPACE PRESERVE

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Midpeninsula Regional Open Space District hereby:

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

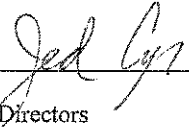
* * * * *

PASSED AND ADOPTED by the Board of Directors of the Midpeninsula Regional Open Space District on July 22, 2015, at a Regular Meeting thereof, by the following vote:

AYES: CYR, HANKO, HARRIS, HASSETT, KISHIMOTO, SIEMENS
NOES: NONE
ABSTAIN: NONE
ABSENT: RIFFLE

ATTEST:

Secretary
Board of Directors



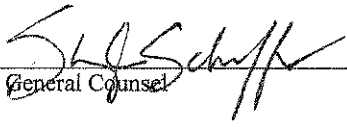
APPROVED:

President
Board of Directors



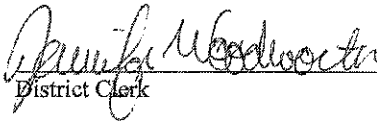
APPROVED AS TO FORM:

General Counsel



I, the District Clerk of the Midpeninsula Regional Open Space District, hereby certify that the above is a true and correct copy of a resolution duly adopted by the Board of Directors of the Midpeninsula Regional Open Space District by the above vote at a meeting thereof duly held and called on the above day.

District 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:
\$1,000,000 per occurrence / **\$1,000,000** aggregate limits for bodily injury and property damage
\$1,000,000 Products/Completed Operations aggregate (to be maintained for at least three (3) years following acceptance of the work by District).

General Liability insurance must include:

- a. Coverage that is at least as broad as that found in the standard ISO Form CG 00 01.
- b. Contractual Liability expressly including liability assumed under this contract.
- c. If Contractor will be working within fifty (50) feet of a railroad or light rail operation, any exclusion as to performance of operations within the vicinity of any railroad bridge, trestle, track, roadbed, tunnel, overpass, underpass, or crossway must be deleted, or a railroad protective policy in the above amounts provided.
- d. Severability of Interest
- e. Broad Form Property Damage liability
- f. If the standard ISO Form wording for "OTHER INSURANCE," or other comparable wording, is not contained in Contractor's liability insurance policy, an endorsement must be provided that said insurance will be primary insurance and any insurance or self-insurance maintained by District, its Directors, officers, employees, agents or

volunteers will be in excess of Contractor's insurance and will not contribute to it.

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

General Requirements

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

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

aforementioned coverages, or Contractors may insure subcontractors under its own policies.

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

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

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

