



SISKIYOU RESOURCE CONSERVATION DISTRICT

P.O. Box 268, Etna, CA 96027

PHONE (530) 467-3975 FAX (530) 467-5617

Email: sisqrcd@sisqtel.net

Website: www.siskiyourcd.com

August 8, 2016

California State Coastal Conservancy
1330 Broadway
Oakland, CA 94612

RE: South Fork Scott River, Instream Restoration Project

To Whom it May Concern,

On behalf of the Siskiyou Resource Conservation District, I'm writing in support of the California Trout project titled *South Fork Scott River, Instream Restoration* that is scheduled for implementation in the fall of 2017.

The South Fork Scott River has a detailed history of legacy impacts that have greatly altered the natural course of the system. Historic mining and logging practices have led to the channelization and incision of the stream channel, which has reduced the quality of habitat for several miles. Yet the South Fork offers perennial cold-water flows, which have proven important during periods of critical drought. This was no more apparent than in 2014 when local restoration groups, along with state and federal agencies, coordinated the largest juvenile salmon rescue in California history. This effort was conducted in response to the combination of extreme drought conditions and abundant spawning returns, which created the potential for a massive fish kill. Because of the stable water quality conditions in the South Fork, more than 30,000 coho salmon were successfully relocated to the tributary as part of this effort. However, the rearing capacity of the South Fork is limited by instream habitat complexity, which is mostly absent from the reach due to the aforementioned legacy impacts.

Restoring one of the largest cold-water tributaries to the Scott River is an important step in advancing salmon recovery in the Watershed, and collaboration from multiple groups is required in order for this to be done effectively. California Trout offers the resources needed to advance this work, and their involvement provides an opportunity to build future partnerships. For these reasons, the Siskiyou RCD supports California Trout's participation in restoration of the South Fork Scott River. If you have any questions or would like to discuss, please contact the Siskiyou RCD at the above information.

Sincerely,

A handwritten signature in cursive script that reads "Lindsay Magranet".

Lindsay Magranet
District Secretary

**CALIFORNIA DEPARTMENT OF FISH AND
GAME WATERSHED RESTORATION BRANCH**

**Fishery Restoration
Contract Field Inspection**

FRGP GRANT NO: P1510532 INSPECTION DATE: 7/13/2016
ADAPTIVE GRANT NO: INSPECTION No.: 1

OBSERVATIONS/COMMENTS:M

Review grant agreement terms with Grantee's representative Andrew Braugh. (Phone Review)

After completing a review of the grant agreement, the Grantee is requested to submit the following;

Final Land Owner Access Agreements
Project work schedule for 2016

ACTIONS TAKEN

A Preliminary Notice to Proceed is issued to the Grantee. You are approved to start Task 1 of section 6.03.04 of the grant agreement. Upon completion of the 2 identified items below Project activities schedule for project year 2016

Land Owner Access Agreements

Once the 2 conditions are completed a Final Notice to Proceed can be issued to fully execute the grant agreement

CONTRACTOR'S REPRESENTATIVE: Braugh, Andrew

REPRESENTATIVE SIGNATURE AND DATE:

Andrew Braugh 7/15/16

DFG CONTRACT MANAGER: Elfgen, Mark

MANAGER SIGNATURE AND DATE:

M. Elfgen 7/13/2016



State of California - Natural Resources Agency
 DEPARTMENT OF FISH AND WILDLIFE
<http://www.wildlife.ca.gov>

Exhibit 2: Project Letters

EDMUND G. BROWN JR., Governor
 CHARLTON H. BONHAM, Director



May 17, 2016

Andrew Braugh
 California Trout, Inc.
 360 Pine St.
 San Francisco, CA 94104

Re: P1510532 00 SCOTT RIVER INSTREAM HABITAT RESTORATION PROJECT

Enclosed are one (1) complete set of the Agreement and six (6) signature sheets. Please sign and return all six (6) signature sheets, as well as the "Acknowledgment Disclaimer", with original signatures, **within fifteen (15) working days** to:

For United States Postal Service deliveries:
 California Department of Fish and Wildlife
 Payable Grants Section
 Attn: Derek Hildebrand
 P.O Box 944209
 Sacramento, CA 94244-2090

For hand deliveries and Non-United States Postal Service deliveries:
 California Department of Fish and Wildlife
 Payable Grants Section
 Attn: Derek Hildebrand
 1831 9th Street
 Sacramento, CA 95811

Failure to return agreement in fifteen (15) working days could affect execution of agreement. Please do not make any changes to this Agreement. Contact the Grant Manager for direction.

Agreements are not effective until approved by the California Department of Fish and Wildlife as required by State procedure. A fully approved Agreement will be sent to you when executed.

Please refer to the box(es) checked below for further instruction:

- If you do not have a Payment Data Record form (STD 204) on file with CDFW, please complete the attached, sign and return.
- Please return a copy of your Authorizing Resolution.
- Please submit the Accord Certificate of Liability Insurance (not less than \$1,000,000).
- This agreement is funded under a federal grant or contract. The Federal Funding Accountability and Transparency Act of 2006 (FFATA) requires the State to report sub-recipient data. Please complete and submit the enclosed FFATA Contractor Certification form (FG_GMB 868).
- Other

Questions concerning the services to be performed under this Agreement should be directed to the Grant Manager Mark Elfgen at (530) 841-2560.

Sincerely,

Crystal Leininger
 Payable Grant Analyst

Enclosure(s)
 c: File, Suspense
 NR, Mark Elfgen
 NR, Shirley Lipa



May 17, 2016

Andrew Braugh
California Trout, Inc.
360 Pine St.
San Francisco, CA 94104

Re: P1510532 00 SCOTT RIVER INSTREAM HABITAT RESTORATION PROJECT

ACKNOWLEDGEMENT OF WORK COMMENCEMENT AUTHORIZATION DISCLAIMER

Where approval from the California Department of Fish and Wildlife (CDFW) applies, the attached payable grant shall be of no force or effect until it is signed by both parties (CDFW and grantee). The signing of this payable grant by your organization does not authorize the commencement of work.

By signing this letter, your organization acknowledges and agrees not to begin work until all approvals have been obtained, the payable grant has been fully executed, and the grantee has been given authorization to begin work. Should any work begin before all approvals are obtained or authorization is given, services will be considered voluntary.

Please be advised that failure to sign and return this letter will delay approval of your payable grant.

Authorized Signature

Date

Printed Name and Title of Person Signing



State of California – Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
Director's Office
1416 Ninth Street, 12th Floor
Sacramento, CA 95814
www.wildlife.ca.gov

EDMUND G. BROWN JR., Governor
CHARLTON H. BONHAM, Director



FISHERIES RESTORATION GRANT PROGRAM GRANT AGREEMENT NUMBER P1510532

GRANTOR: State of California, acting by and through (Grantor)
The California Department of Fish and Wildlife
P.O. Box 44209
Sacramento, CA 94244-2090

GRANTEE: California Trout, Inc. (Grantee)
360 Pine Street, 4th Floor
San Francisco, CA 94104

SECTION 1- LEGAL BASIS OF AWARD

Pursuant to Public Resource Code 6217.1, Grantor is authorized to enter into a Grant Agreement (“Agreement”) and to make an award to the Grantee for the purposes set forth herein. Grantor and Grantee (“the parties”) accept the grant on the terms and conditions of this Agreement. Accordingly, the parties hereby agree as follows:

SECTION 2 - GRANT AWARD

- 2.01 Grant:** In accordance with the terms and conditions of this Agreement, Grantor shall provide Grantee with a maximum of \$28,857 to financially support and assist Grantee’s implementation of Scott River Instream Habitat Restoration Project.
- 2.02 Term:** The term of this agreement is June 1, 2016, or upon Grantor approval, whichever is later, through October 31, 2018. Grantee must obtain an executed grant and a Notice to Proceed letter before commencing work. The Grantee should be aware that time is of the essence and the Grantor expects work will be started during the first available field season, or as soon as practicable. This Grant must commence work within one year of execution date of the grant or the State reserves the right to terminate this agreement.

SECTION 3 – USES OF GRANT

- 3.01 Eligible Uses of Grant:** Grantee’s use of the Grant moneys is limited to those expenditures necessary to implement the Project and that are eligible under applicable Federal and State of California law. Furthermore, Grantee’s expenditure of Grant moneys must be in accordance with the Project budget and narrative (the “Budget”) set forth within this agreement. Grantee may not transfer

California Trout, Inc.
GRANT AGREEMENT NUMBER P1510532

Grant moneys between or among Budget line items without written approval from Grantor Project Manager.

This Grant does not constitute approval of the project or of any specific project features for purposes of compliance with any State or Federal environmental law, including but not limited to the California Environmental Quality Act. Independent review and recommendation will be provided by the Grantor as appropriate on those projects where local, State, or Federal permits or other environmental compliance is required.

SECTION 4 - GRANTEE'S REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants to Grantor as follows:

- 4.01 Existence of Power:** Grantee is a non-profit organization, validly existing, and in good standing under the laws of California. Grantee has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.
- 4.02 Binding Obligation:** This Agreement has been duly authorized, executed and delivered on behalf of Grantee and constitutes the legal, valid, and binding obligation of Grantee, enforceable in accordance with its terms.
- 4.03 Disputes:** Any disputes concerning the project or the Grant shall be resolved by the Project Managers of the Grantor and Grantee. In the event the dispute cannot be resolved by the Project Managers, the dispute shall be referred to the Director of the California Department of Fish and Wildlife (CDFW), whose decision will be final.

SECTION 5 - GRANTEE'S AGREEMENTS

- 5.01 Purpose:** This Agreement is entered into by the parties for the purpose of providing financial support to Grantee to complete the activities identified within Section 6 - Project Statement: Objectives and Timelines.
- 5.02 Project Statement:** Grantee shall complete activities as set forth in Section 6 - Project Statement: Objectives and Timelines. Changes to Section 6 shall be submitted to the Grantor Project Manager for prior approval and may be made only as provided in Exhibit 1.b of this Agreement, which is attached hereto and made a part of this agreement.
- 5.03 Use of Project Funds:** Grantee shall use the funds provided by this Agreement for the provision of activities described in Section 6 - Project Statement:

California Trout, Inc.
GRANT AGREEMENT NUMBER P1510532

Objectives and Timelines, and shall expend these funds in accordance with the budget shown in Section 8 - Budget. Any changes in the program's budget shall be submitted to the Grantor for approval prior to any change taking place.

- 5.04 Funding Acknowledgment:** The Grantee will acknowledge the participation of the California Department of Fish and Wildlife, Fisheries Restoration Grant funds on any signs, flyers, or other types of written communication or notice to advertise or explain this Agreement.
- 5.05 Payment Schedule:** Payments shall be made to Grantee according to the payment schedule identified in Section 8 - Budget.
- 5.06 Eligibility of Funds:** In the event that the California Budget Act does not provide sufficient appropriations to allow Grantor to fund the Program at the level initially agreed, the Grantor reserves the right to modify this agreement to reflect a reduction in available funds, as an alternative to termination.
- 5.07 Submission of Reports:** Grantee shall submit reports in accordance with the report schedule in Section 7 - Reports. Reports shall be submitted in the format prescribed by the Grantor, as identified in Section 7 - Reports, and shall address the activities outlined in Section 6 - Project Statement: Objectives and Timelines. Failure to submit timely and accurate reports shall be considered evidence of non-compliance with this Agreement and shall permit termination of the Agreement by the Grantor.
- 5.08 General Terms and Conditions:** Non-Public Entities General Grant Provisions (Exhibit 1.b), which is attached hereto and made a part of this agreement by this reference.
- 5.09 Amendments:** Any request for an amendment by the Grantee must be submitted to the Grantor Project Manager no later than 120 days prior to the close of the grant. Request must include explanation and justification for amendment.

SECTION 6 - PROJECT STATEMENT: OBJECTIVES AND TIMELINES

- 6.01 Introduction:** The Grantee will implement Scott River Instream Habitat Restoration Project. The purpose of this project is to improve instream habitat for salmonids by constructing geomorphic floodplains at three locations, installing complex large woody debris (LWD) features. The project is necessary because ongoing alteration of floodplain and channel structure from mining and other anthropogenic activities has reduced complex channel margin and pool habitat availability, disconnected the floodplain from the adjacent channel, and simplified instream habitat throughout the Scott River basin, creating a high stress for all

California Trout, Inc.
GRANT AGREEMENT NUMBER P1510532

life stages. The channelization and diking of the Scott River mainstem and tributaries poses a very high threat to egg and fry life history stages, and a high threat to juvenile, smolt and adult life stages. Surveys assessing rearing habitat associated with complex woody debris confirm juvenile coho salmon presence around woody debris, and that such wood recruitment is lacking both in the Scott Valley and along tributary reaches above the valley

The Grantee will not proceed with on the ground implementation until all necessary permits, consultations, and Notice to Proceed are secured. Work in flowing streams is restricted to June 15 through October 31. Actual project start and end dates, within this timeframe, are at the discretion of the Grantor. All habitat restoration improvements will follow techniques in the *California Salmonid Stream Habitat Restoration Manual*, Part VII (Flosi et al 1998 and 2002).

6.02 Objective(s): The specific objective of this project is to construct geomorphic floodplains at three locations, install 5 complex instream habitat features consisting of 30 pieces of large woody debris (LWD) and locally salvaged boulders within 0.21 miles of South Fork Scott River. Planting of native vegetation including willows, alders, and cottonwoods will take place during the planting season. The construction of floodplains and placement of these LWD and boulder features will restore floodplain connectivity, increase instream complexity and cover, and provide velocity breaks and rearing habitat for coho salmon.

6.03 Project Description:

6.03.01 Location: The project is located on South Fork Scott River, tributary to Scott River, tributary to Klamath River, in the County of Humboldt, State of California; 41.2908 north latitude, -122.8312 west longitude at the downstream end; and 41.2894 north latitude, -122.8352 west longitude at the upstream end; Township 40 North, Range 09 West, and Section 25, of the Callahan 7.5 Minute U.S. Geological Survey (USGS) Quadrangle map as depicted in the Project Location Map, Attachment 1, which is attached hereto and made a part of this agreement by this reference.

6.03.02 Project Set Up: Grantee's Project Director and Administration will oversee all project elements including grant administration, invoicing, project design, implementation, monitoring, reporting, and partnership management, and management of all subcontractors. Grantee will engage Subcontractor Cascade Stream Solutions, LLC (Cost Share) and the Subcontractor Siskiyou Resource Conservation District (SRCD) (Costs Share) for additional project support as needed. Project support includes overseeing and completing all listed project tasks

California Trout, Inc.
GRANT AGREEMENT NUMBER P1510532

including design work, permitting, construction, monitoring and reporting.

Subcontractor, Cascade Stream Solutions will finalize the design and prepare construction ready plans and specifications. Cascade will review the plans onsite with a Grantor engineer and respond to comments. Grantee and Cascade will work with the SRCD to collect additional survey information to refine the plans to create geomorphic floodplains at three locations and placement of large wood. Cascade will refine the existing hydraulic analysis and the plans and prepare technical specifications. Cascade will submit 90 percent plans and technical specification to Grantor for review and respond to Grantor comments. Upon acceptance of the 90 percent plans and specifications by Grantor, Cascade will finalize the plans. Heavy equipment subcontractor will provide labor and use heavy equipment to implement road treatments and instream habitat enhancements.

Grantee and Cascade Stream Solutions will carry out Effectiveness Monitoring for all project components as outlined by Grantor in the FLAR 2015 guidelines.

6.03.03 Materials: Large wood and boulders will be used in the construction of habitat features. Other supplies include grade stakes, survey spikes used to set control points, survey paint, and flagging

6.03.04 Tasks: The Grantee will complete the following tasks:

Task 1. Grant Oversight: Grant oversight will be conducted by Grantee. All reporting and billing will be pursuant to grant and regulatory guidelines. Upon final execution of the Grant and prior to receiving a Final Notice to Proceed, Grantee shall deliver the following items to the Grantor Project Manager identified in Section 6.04 – Contacts:

1. Request to spend project funds in order to prepare for implementation (e.g., obtain permits, secure subcontracts, purchase supplies, apply for a Streambed Alteration Agreement, etc.). Requests shall be sent by email or telephone.
2. Final Landowner Access Agreements as per the requirements of the 2015 Proposal Solicitation Notice (PSN), Appendix E, Funding Approval Submissions. Written permission must be obtained from landowners for access to perform grant work.
3. Subcontractor Agreements. If a subcontractor is to be used, then a written copy of the sub agreement(s) shall be submitted to the Grantor Project Manager. The subcontract shall include specific

California Trout, Inc.
GRANT AGREEMENT NUMBER P1510532

language which establishes the rights of the auditors of the State to examine the records of the subcontractor relative to the services and materials provided under the grant

4. Grantor Notification of Lake or Streambed Alteration Application with a check for the most current 1600 permit fee. The current fee schedule is located online at <https://www.wildlife.ca.gov/Conservation/LSA/Forms>

A Final Notice to Proceed will be delivered to the Grantee when all requirements within Appendix E of the 2015 PSN have been met, subcontracts have been delivered and when all required permits have been finalized (e.g., 401 State Water Quality Control Board Permit, 1600 Streambed Alteration Agreement).

The Grantee shall notify the Grantor Project Manager a minimum of 10 business days prior to the beginning of project implementation.

Task 2. Design and Surveys: Cascade Stream Solutions will finalize the design and prepare construction ready plans and specifications. Cascade will review the plans onsite with a Grantor engineer and respond to comments. Cascade will work with the SRCD to collect additional survey information to refine the plans to create geomorphic floodplains at three locations and placement of large wood. Cascade will refine the existing hydraulic analysis and the plans and prepare technical specifications. Cascade will submit 90 percent plans and technical specification to Grantor for review and respond to Grantor comments. Upon acceptance of the 90 percent plans and specifications by Grantor, Cascade will finalize the plans.

Task 3. Permitting: This project will comply with the California Environmental Quality Act (CEQA), Federal Endangered Species Act (ESA) and the California Endangered Species Act. Grantee will work with the California Department of Fish and Wildlife, the US Fish and Wildlife Service, Siskiyou County, the Army Corps of Engineers and any other permitting/ regulatory entities to ensure that project fully complies with all state, federal, and county requirements. The project was designed to be fully consistent with the California Salmonid Stream Habitat Restoration Manual 4th Addition. Consequently, if awarded funds, we anticipate this project to be included the environmental document prepared by Grantor. The project will impact waters of the United States and will need coverage through the U.S. Army Corps of Engineers' 404 and 401 programmatic Section 7 consultation through the regional general permit to the FRGP/FLAR. The project will generate greenhouse gas (GHG) emissions through

California Trout, Inc.
GRANT AGREEMENT NUMBER P1510532

fuel consumption; this application estimates the amount of fuel that will be consumed during implementation of the entire project 500 gallons. Future emission reductions are expected as a result of the more direct route the bridge will afford. Lake and Streambed Alteration Agreements and Constructed General Storm Water Permit from the Regional Water Resources Control Board will also be addressed as needed.

Task 4. Construction Implementation: Grantee will contract will Cascade Stream Solutions and qualified subcontractors to carry out all construction tasks per Grantor approved 100% Final Designs. Grantee and Cascade Stream Solutions will oversee all project elements outlined below including selecting qualified contractors:

Task 4.1. Construction staking and inspection: Construction staking and inspection involves Cascade discussing placement of grade stakes and locating placement of large wood with the contractor. Cascade will place the grade stakes in a location that will allow the contractor to construct the work without disturbing the stake while they use it to construct that particular portion of the work. Cascade will inspect construction of the project features and respond to questions during construction. Inspection includes checking and approving grades and large wood placement.

Task 4.2. Mobilization, Preparation, Clear and Grub: This subtask includes the cost for the contractor to move construction equipment to and from the site. Subcontractor will clear debris and cut and clearing vegetation required to access the site and perform construction.

Task 4.3. Temporary Access and Crossing: Heavy equipment will construct an access road and install a temporary culvert crossing to access the work on the south bank (right bank) between stations 24+50 and 26+50.

Task 4.4. Large Wood Feature and Bank Excavation: Heavy equipment will be used to place LWD, and to conduct excavation of fill material. Laborers will assist with water control, site preparation, large wood placement, excavation, and fill placement. The laborer will likely assist the contractor construct the project. Log Felling and placement will be directed by an on-site engineer.

Task 4.5. Water Control and Site Prep: Water Control and Site Preparation includes the contractors efforts necessary to comply with permit conditions to maintain water quality and prevent hazardous

California Trout, Inc.
GRANT AGREEMENT NUMBER P1510532

material entering the aquatic and riparian environment. Water control measures may include temporary coffer dam construction, silt fence installation, and piping of river flows.

Task 4.6. Planting: Subcontractor will procure and plant native vegetation within the constructed project features. Native vegetation includes willows, alders, and cottonwoods.

Task 5. Site Cleanup: Subcontractor will restore the construction access and staging areas to pre-project conditions. This work includes use of heavy equipment for regrading and loosening/ripping disturbed and compacted areas and spreading erosion control seed and mulch.

Task 6. Effectiveness Monitoring: Grantee and Cascade Stream Solutions will carry out Effectiveness Monitoring for all project components as outlined by Grantor in the FLAR 2015 guidelines. Final 100% Construction Drawings will include a detailed monitoring plan made up of physical and biological monitoring with a complete set of photo monitoring points. Final construction drawings will include a 10 year monitoring and maintenance plan that integrates with the landowners Access Agreement. We will use Grantor monitoring checklists: Instream habitat and bank restoration checklist.

Task 7. Reporting: Write and deliver progress reports for invoicing, Annual Progress Report(s), and a Final Report to Grantor Project Manager.

6.03.05 Deliverables: The following items will be considered deliverables and shall be delivered during the life of this grant:

- Final Landowner Access Agreements
- Grantor Notification of Lake or Streambed Alteration Application with a check for the current cost of the 1600 permit
- Subcontractor Agreements
- Site specific plans for instream habitat structures, Final Design and 100% Construction Drawings with all necessary surveys, hydraulic analysis, and erosion control methodologies, and a Watershed Map
- Full compliance with all permits and Storm Water Prevention Plan
- Three geomorphic floodplains
- Progress Report submitted with each invoice
- Annual Report, November 15
- Final Report

California Trout, Inc.
GRANT AGREEMENT NUMBER P1510532

The project is expected to deliver the following quantitative results:

Miles of instream habitat treated overall (count stream reach only once, even if it has multiple treatments)	<u>0.21</u> miles
Type of materials used for channel structure placement	Individual logs, root wads, boulders (anchored and unanchored)
Miles of stream treated with channel structure placement	<u>0.21</u> miles
Number of features placed in channel	<u>5</u>
Number of pieces of large wood debris installed	<u>30</u>
Number of boulders installed	<u>TBD</u>
Species scientific name(s) of plants planted	Alder, Willow, Cottonwood
Miles of stream treated overall (count stream reach only once, even if it has multiple treatments)	<u>TBD</u> miles
Miles of riparian stream bank treated (measure both sides of bank, if appropriate)	<u>TBD</u> miles
Acres of riparian area treated (total)	<u>TBD</u> acres
Acres of riparian area planted	<u>TBD</u> acres
Number of plants	<u>TBD</u>

6.03.06 Timelines: Upon approval through October 31, 2018, Grantee will oversee and coordinate the project. Permits and final landowner access permission shall be attained prior to implementation. Prior to implementation, pre-project photos and quantitative metrics which satisfy the reporting requirements will be collected. Following implementation, post-project photos and quantitative metrics which satisfy the reporting requirements will be collected.
 June 15, 2016 through October 31, 2016, complete and submit 100% Final Designs.

California Trout, Inc.
GRANT AGREEMENT NUMBER P1510532

September 1, 2017 through October 31, 2017, and June 15 through July 31, 2018, implementation of LWD and floodplains will take place. Planting of native plants will take place when sufficient rainfall has occurred to insure the best chance of survival of the seedlings.

November 15 of each year of implementation, post-project description, photos and quantitative metrics shall be delivered to the Grantor Project Manager in an Annual Report, following the guidelines presented in Section 7.01 - Progress Reports.

September 30, 2018, a Final Report will be delivered to the Grantor Project Manager at least one month prior to the Grant Agreement Term End Date, per Section 2.02 - Term.

6.03.07 Compliance: Grantee shall provide verification of CEQA and permit compliance to the Grantor Project Manager before project work begins. Written permission must be obtained from landowner(s) for access to perform grant work. As may be necessary, the Grantee shall be responsible for obtaining the services of appropriately licensed professionals to comply with the applicable requirements of the Business and Professions Code including but not limited to section 6700 et seq. (Professional Engineers Act) and/or section 7800 et seq. (Geologists and Geophysicists Act).

If the Grantee fails to perform in accordance with the provisions of this Agreement, the Grantor retains the right, at its sole discretion, to delay, interrupt, or suspend the work for which the grant monies are supplied.

6.03.08 Additional Requirements: The Grantee will not proceed with on the ground implementation until all necessary permits and consultations are secured and a "notice to proceed" letter has been received from the Grantor Project Manager. Work in flowing streams is restricted per the Army Corp of Engineers Regional General Permit. Actual project start and end dates, within this timeframe, are at the discretion of Grantor.

No equipment maintenance will be performed within or near the stream channel where pollutants (such as petroleum products) from the equipment may enter the channel via rainfall or runoff. Appropriate spill containment devices (e.g., oil absorbent pads, tarpaulins) will be used when refueling equipment. Any and all equipment will be removed from the streambed and flood plain areas at the end of each workday when there is a threat of heavy rains which will cause flooding.

California Trout, Inc.
GRANT AGREEMENT NUMBER P1510532

All equipment and gear will be brushed with a stiff brush prior to leaving each stretch of stream to avoid the transport of aquatic invasive species (AIS). All crew members will decontaminate equipment and shoes for AIS according to the standards detailed in the California Department of Fish & Wildlife Aquatic Invasive Species Decontamination Protocol.

During project activities, all trash that may attract predators will be properly contained, removed from the work site, and disposed of regularly. Following construction, all trash and construction debris will be removed from work areas.

The Grantee shall notify the Grantor Project Manager a minimum of five working days before the project site is de-watered and the stream flow diverted. The notification will provide a reasonable time for Grantor personnel to oversee the implementation of the water diversion plan and oversee the safe removal and relocation of salmonids and other fish life from the project area. If the project requires dewatering of the site, and the relocation of salmonids, the Grantee will implement the following measures to minimize harm and mortality to listed salmonids:

- Fish relocation and dewatering activities shall only occur between June 15 and October 31 of each year.
- The Grantee shall minimize the amount of wetted stream channel dewatered at each individual project site to the fullest extent possible as approved by the Grantor Project Manager and pursuant to conditions in the USACE Regional General Permit, NMFS Biological Opinion, and project's Lake and Streambed Alteration Agreement (1600 permit).
- Only qualified fisheries biologist that are approved by USFWS and permitted by CDFW under a California Endangered Species Act (CESA) Memorandum of Understanding (MOU) shall handle and relocate CESA listed species.
- All electrofishing shall be performed by a qualified fisheries biologist and conducted according to the National Marine Fisheries Service, Guidelines for Electrofishing Waters Containing Salmonids Listed under the Endangered Species Act, June 2000.
- USFWS Approved fisheries biologists will provide fish relocation data via the Grantee to the Grantor Project Manager on a form provided by Grantor.
- Additional measures to minimize injury and mortality of salmonids during fish relocation and dewatering activities shall be implemented as described in Part IX, pages 52 and 53 of the *California Salmonid Stream Habitat Restoration Manual*.

California Trout, Inc.
GRANT AGREEMENT NUMBER P1510532

Final structure design and placement will be determined by field consultation between the Grantee and the Grantor Project Manager. All habitat improvements will follow techniques described in the *California Salmonid Stream Habitat Restoration Manual*.

Planting of tree seedlings and native vegetation will take place after when sufficient rainfall has occurred to insure the best chance of survival of the seedlings.

6.04 Contacts: The point of contact may be changed at any time by either party by providing a ten (10) day advance written notice to the other party.

The Project Managers during the term of this Agreement are:

<u>Grantor Project Manager:</u>	<u>California Trout, Inc.:</u>
Name: Mark Elfgen Title: Fish Habitat Specialist Address: 1625 South Main St. Yreka, CA 96097 Phone: (530) 841-2560 Email: mark.elfgen@wildlife.ca.gov	Name: Andrew Braugh Title: Regional Director Address: 360 Pine Street San Francisco, CA 94104 Phone: (415) 392-8887 Email: dbraugh@caltrout.org

Direct all administrative inquiries to:

<u>Grantor Project Coordinator:</u>	<u>California Trout, Inc.:</u>
Name: Shirley Lipa Title: Associate Governmental Program Analyst Address: 1455 Sandy Prairie Ct., Suite J, Fortuna, CA 95540 Phone: (707) 725-1028 FAX: (707) 725-1086 Email: Shirley.lipa@wildlife.ca.gov	Name: Curtis Knight Title: Executive Director Address: 360 Pine Street San Francisco, CA 94104 Phone: (415) 392-8887 Email: cknight@caltrout.org

A Grantee's name and address may be provided to the public if requested. Other personal information submitted on this grant may be released to governmental entities involved with the funding of the project, for law enforcement purposes, pursuant to court order, or for official natural resources management purposes.

California Trout, Inc.
GRANT AGREEMENT NUMBER P1510532

SECTION 7 - REPORTS

7.01 Progress Reports: The Grantor must receive a progress report with each invoice. These reports should be delivered to the Grantor Project Manager identified in Section 6.04 – Contacts, in the manner and format identified in Requirements, below.

Requirements: Progress reports shall include the Grantee name, the project title, the grant number, and dates progress report covers. The report shall describe the types of activities and specific accomplishments during the period since the previous report, rather than merely listing the number of hours worked during the reporting period. If an electronic copy is submitted it shall be *Microsoft Word* compatible or PDF.

An annual report will be submitted each year, for the duration of the project, no later than **November 15**, detailing the work completed during that field season. The annual report will include, but not necessarily be limited to the following where applicable:

- Grant number
- Project name
- Geographic area (e.g., watershed name)
- Location of work using United States Geological Survey (U.S.G.S.) 7.5 minute topographical map or appropriately scaled topographical map
- Implementation start and end dates
- Percentage of the project completed in total, to date
- Dewatering and fish relocation information on Grantor's datasheet (to be provided by the Grantor's Project Manager upon request)
- Project start and end dates for work to be implemented the following season

The annual report will also include metrics collected from features within the Project Site. A Project Site Name and Identification Number will be determined by the Grantor and supplied by the Grantor Project Manager to the Grantee for reporting purposes. Annual reporting metrics will include the following:

Instream Habitat Site

- Overall stream length treated, count one side only (feet)
- Length of aquatic habitat disturbed (feet)
- Number of instream features installed/modified
- Number of pieces of large woody debris installed
- Area of each structure installed within bankfull height (length x width)
- Length of instream habitat treated excluding bank stabilization (miles)
- Length of streambank stabilized, count both sides of stream if applicable (miles)

California Trout, Inc.
GRANT AGREEMENT NUMBER P1510532

Riparian Planting Sites

- Number of plants planted, including shrubs and trees
- Species of plants planted/removed in riparian
- Area planted in riparian (acres)
- Total amount of riparian area treated (acres)
- Length of riparian stream bank treated, count both sides of stream if applicable (miles)

7.02 Final Report: A Final Report which summarizes the life of the grant and describes the work and results pursuant to Section 6 - Project Statement: Objectives and Timelines, is due no later than **September 30, 2018**. The Final Report will include a complete Final Budget with all expenditures for the entire project, including cost share.

The Final Report will consist of one (1) hard copy and one (1) electronic copy, (*Microsoft Word* compatible or PDF, on a CD) of the final written report. A final report template is included as Attachment 2, which is made part of this agreement by this reference. The Grantee shall use this template for their final report upon completion of the project.

California Trout, Inc.
GRANT AGREEMENT NUMBER P1510532

SECTION 8 - BUDGET

8.01 Expenditure Summary

The Grantor will provide an amount not to exceed \$28,857 as shown below in this Budget. The Grantee or their partners will provide up to \$170,435 in funds or in-kind services as cost share to complete tasks described in Section 6 - Project Statement: Objectives and Timelines. Accurate records of in-kind funds or services will be provided to the Grantor with the Final Report.

PERSONNEL SERVICES

Level of Staff	Totals
Project Director	\$9,000
Administration	\$3,000
Staff Benefits @ 22%	\$2,640
Total Personnel Services	\$14,640

OPERATING EXPENSES

Transportation (\$0.57)	\$4,925
CDFW 1600 Permit	\$4,483
Total Operating Expenses	\$9,408
<u>Subtotal</u>	\$24,048

INDIRECT CHARGES

Administrative Overhead @ 19.9995%	\$4,809
GRAND TOTAL	\$28,857

California Trout, Inc.
GRANT AGREEMENT NUMBER P1510532

Table of Funding Sources and Cost Share

SOURCE OF FUNDS	CASH	IN-KIND (If Applicable)	TOTAL
Fisheries Restoration Grant Program	\$28,857	\$	\$28,857
Other State Agency(ies)	\$	\$	\$
Federal	\$	\$	\$
Applicant CalTrout	\$170,435	\$	\$170,435
Other(s) including partners	\$	\$	\$
Total Project Cost	\$199,292	\$	\$199,292

Note: Any changes or modifications to a fund source indicated above must be promptly reported to the Grantor Project Manager. Projects with undisclosed fund sources may be subject to an audit.

8.02 Payment Provisions

8.02.1 Disbursements: Grant disbursements will be made to the Grantee not more frequently than monthly in arrears, upon receipt of an original itemized invoice and any required progress report or other mandatory documentation as identified within this agreement. The invoice package must be sent to the Grantor Project Manager at:

California Department of Fish and Wildlife,
Attn: Mark Elfgen
 1625 South Main St.
 Yreka, CA 96097

The invoice shall contain the following information:

- The word "Invoice" should appear in a prominent location at the top of the pages(s);

California Trout, Inc.

GRANT AGREEMENT NUMBER P1510532

- Printed name of the Grantee;
- Business address of the Grantee including P.O. Box, City, State, and Zip Code;
- Name of the Region/Division of the CDFW being billed
- The date of the invoice and the time period covered; i.e., the term “from” and “to”;
- The number of the Grant upon which the claim is based;
- The invoice must be itemized using the categories and following the format of the budget;
- The total amount due. This should be in a prominent location in the lower right-hand portion of the last page and clearly distinguishes from other figures or computations appearing on the invoice. The total amount due shall include all costs incurred by the Grantee under the terms of this grant;
- The original signature of the Grantee (not required of established firms or entities using prepared letterhead invoices); and
- The Grantee must provide supporting documentation for the invoice and actual receipts with the invoice.

8.02.2 Invoice Documentation: Recipient will provide access to Grantor, Federal Awarding Agency, the Comptroller General of the United States and their duly authorized representatives to the books, documents, papers and records (whether in electronic or hard copy form) of Recipient that are directly related to this agreement, the Project, or the Grant Funds provided hereunder for the purpose of monitoring compliance with this agreement, making audits, examinations, excerpts, and transcripts.

California Trout, Inc.
GRANT AGREEMENT NUMBER P1510532

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below their respective signatures.

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

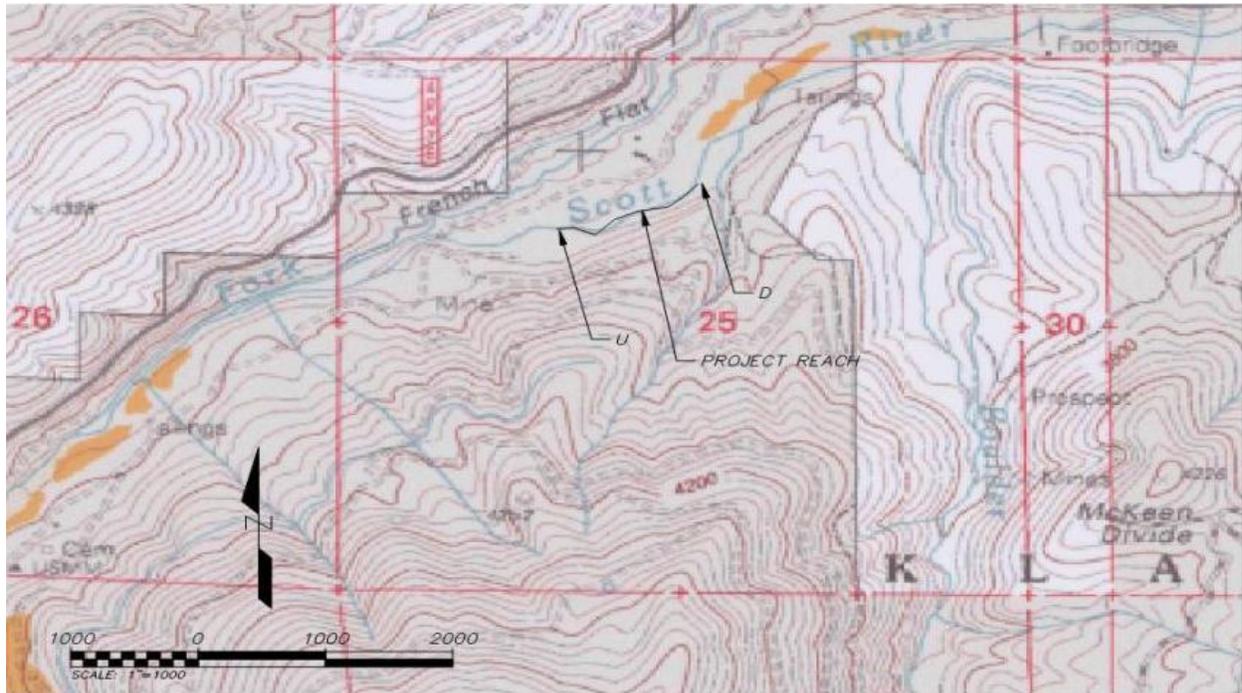
By:
Signature: _____
Printed Name: Karen Edgren
Title: Chief, Business Management Branch
Date: _____

AUTHORIZED AGENT FOR GRANTEE

By:
Signature: _____
Printed Name: Curtis Knight
Title: Executive Director
Date: _____

California Trout, Inc.
GRANT AGREEMENT NUMBER P1510532

Attachment 1
Scott River Instream Habitat Restoration Project
Project Location Map
T40N, R0 W, Section 25
Callahan Quad, Siskiyou County



California Trout, Inc.
GRANT AGREEMENT NUMBER P1510532

Attachment 2
Final Report Template

Project Title: _____

FRGP Grant Number: _____

Grantee Name and Contact Information:

Author Information: _____

Overview of project:

In this section please give a description of the project. What work was done, where, during what time frame. Describe what structures were placed and where (lat/long of site). Note whether the project was identified in an assessment or recovery plan, provide the name of the plan/assessment, in the format: Author, date, title, name, source, source address. Indicate type of required listed species surveys which will be done and type of protocols to be used. Indicate if fish relocation was needed. Refer to "Stream Dewatering and Fish Exclusion / Relocation" definition in Part V. Include the term dates of the grant as well as dates of field work.

Final Budget:

In this section include a complete final budget including total of each fund source, by line item expended to complete the project. Also include all cost share (cash or in-kind service,) with the source clearly labeled, with no acronyms. This should be in the same format as is outlined in the PSN and contain actual spent amounts, not proposed amounts.

Location Map:

Provide a topographic map with labeled work locations. Instructions for breaking down the sites are in the PSN document on page 39.

*Each project element (pertinent natural features and specific work areas) shall be assigned a unique station number that reflects its measured distance from the project start location. For example, a logjam proposed for installation 250 feet downstream from a bridge designated as the project starting point would have a "station number" of 250. A scaled map with all pertinent features and work site station shall be included as part of the proposal. **Aerial photos do not satisfy this requirement.***

Post Project Longitudinal Profile:

*Provide a post-longitudinal profile for the channel grade change. This requirement is outlined on page 41 of the PSN. **Aerial photos do not satisfy this requirement.***

Performance Measures:

*In this section fill out the list of required performance measures, **based on each site.** If metric*

California Trout, Inc.
GRANT AGREEMENT NUMBER P1510532

*is not applicable to work done at a given site, mark the metric "none" or 0. (Copy and paste the list of metrics below for **each site**). If you have questions about your sites, please contact CDFW Grant Manager for a list of sites as they are broken down by FRGP.*

*Please provide the following performance measures for the **Salmonid Habitat Restoration and Acquisition project**:*

- Overall stream length treated (miles, count one side of stream only)
- Length of aquatic habitat disturbed (feet)
- Area (footprint) of instream features installed within bankfull channel (square feet)

Instream Habitat Site:

*Please provide the following performance measures for **each site** where **Instream Habitat** work was conducted:*

- Instream habitat funding (dollars)
- Total length of instream habitat treated (miles)

*Please provide the following performance measures for projects that concentrate on **Channel Reconfiguration and Connectivity** for **each work site**:*

- Site name (text)
- Length of stream treated for channel reconfiguration/connectivity (miles)
- Length of off-channel stream created (miles)
- Area of off-channel or floodplain connected (acres)
- Instream pools created/added (number)

*Please provide the following performance measures for projects that concentrate on **Channel Structure Placement** for **each work site**:*

- Site name (text)
- Instream features installed/modified (number)
- Length of stream treated for channel structure placement (miles)
- Area of streambed created (acres)
- Pools created through channel structure placement (number)

*Please provide the following performance measures for projects that concentrate on **Spawning Gravel Placement** for **each work site**:*

- Site name (text)
- Yards of gravel placed (cubic yards)
- Length of stream treated with spawning gravel placement (miles)

*Please provide the following performance measures for projects that concentrate on **Plant Removal/Control** for **each work site**:*

- Site name (text)
- Species of aquatic plants removed/controlled (text)
- Length of stream treated for plant removal/control (miles)

California Trout, Inc.
GRANT AGREEMENT NUMBER P1510532

- Area of plants removed/controlled (acres)

*Please provide the following performance measures for projects that concentrate on **Predator/Competitor Removal** for **each work site**:*

- Site name (text)
- Species of predators or competitors controlled/removed (text)
- Length of stream treated for predator/competitor removal/control (miles)
- Predators/competitors removed/controlled (number)
- Methods used to control/remove predators or competitors (text)

*Please provide the following performance measures for **each site** where **Estuarine/Nearshore** work was conducted:*

- Estuarine/nearshore funding (dollars)
- Amount of estuarine/nearshore area treated (acres)

*Please provide the following performance measures for projects that concentrate on **Channel Modification** for **each work site**:*

- Site name (text)
- Yards of channel modified/created (yards)

*Please provide the following performance measures for projects that concentrate on **Dike or Berm Modification/Removal** for **each work site**:*

- Site name (text)
- Length of dikes removed (miles)
- Area of available habitat created (acres)

*Please provide the following performance measures for projects that concentrate on **Removal of Existing Fill Material** for **each work site**:*

- Site name (text)
- Area of estuary treated (acres)

*Please provide the following performance measures for projects that concentrate on **Estuarine Plan Removal/Control** for **each work site**:*

- Site name (text)
- Species of plants removed (text)
- Amount of estuarine area treated for invasive species (acres)

*Please provide the following performance measures for projects that concentrate on **Exclusion Devices** for **each work site**:*

- Site name (text)
- Area treated (acres)

California Trout, Inc.
GRANT AGREEMENT NUMBER P1510532

*Please provide the following performance measures for projects that concentrate on **Estuarine Planting** for **each work site**:*

- Site name (text)
- Species of plants planted (text)
- Amount of estuarine area treated for planting (acres)

Riparian Habitat Site:

*Please provide the following performance measures for projects that concentrate on **Streambank Stabilization** for **each work site**:*

- Site name (text)
- Length of streambank stabilized (miles, count both sides of stream where applicable)

*Please provide the following performance measures for **each site** where **Riparian Habitat** work was conducted:*

- Riparian habitat funding (dollars)
- Length of riparian stream bank treated (miles, count both sides of stream if applicable)
- Amount of riparian area treated (acres, including fencing, excluding invasive species treatments)

*Please provide the following performance measures for projects that concentrate on **Riparian Planting** for **each work site**:*

- Site name (text)
- Species of plants planted in riparian (text)
- Area planted in riparian (acres)

*Please provide the following performance measures for projects that concentrate on **Fencing** for **each work site**:*

- Site name (text)
- Fence length installed/repared (miles, actual length of fence)
- Area protected by fencing (acres)

*Please provide the following performance measures for projects that concentrate on **Riparian Plant Removal/Control** for **each work site**:*

- Site name (text)
- Species of plants treated/removed in riparian (text)
- Amount of riparian area treated for invasive species (acres)

*Please provide the following performance measures for projects that concentrate on **Debris/Structures Removal** for **each work site**:*

- Site name (text)
- Amount of riparian area treated (acres)

California Trout, Inc.
GRANT AGREEMENT NUMBER P1510532

*Please provide the following performance measures for projects that concentrate on **Trail or Campground Improvement** for **each work site**:*

- Site name (text)
- Amount of area improved (acres)

*Please provide the following performance measures for **each site** where **Wetland** work was conducted:*

- Wetland funding (dollars)
- Total amount of wetland area treated (acres)

*Please provide the following performance measures for projects that concentrate on **Wetland Planting** for **each work site**:*

- Site name (text)
- Species of plants planted (text)
- Amount of wetland area planted (acres)

*Please provide the following performance measures for projects that concentrate on **Wetland Plant Removal/Control** for **each work site**:*

- Site name (text)
- Species of plants removed (text)
- Amount of wetland area treated for invasive species (acres)

*Please provide the following performance measures for projects that concentrate on **Wetland Improvement/Restoration** for **each work site**:*

- Site name (text)
- Amount of wetland area improved/restored (acres)

California Trout, Inc.
GRANT AGREEMENT NUMBER P1510532

Photos:

Provide before and after photos of each site where restoration work took place. The applicant must include all the information in the following table for each photograph uploaded. When selecting photographic subjects, consideration should be given to the usefulness of the picture for proposal review and subsequent implementation and effectiveness monitoring purposes. Photographs should contain a scale element such as a vehicle or person, and if possible include fixed landscape features, which help orient the location of the subject in the project site. Note that the table is an example of three photos. (You can have all of your photos on one page, numbered, and then reference them all in one table.)

FileName	Date	Subject/Site Name	Description	Standing	Facing
photo_1.jpg	5/1/2010	stream crossing	east approach	mid road 100 feet east of stream crossing	west
photo_2.jpg	5/1/2010	culvert inlet	projecting barrel	road shoulder on north side	nw
photo_3.jpg	4/25/2009	culvert outlet	4 foot drop into channel	mid-channel 50 feet downstream of culvert outlet	upstream

California Department of Fish and Wildlife
Exhibit 1.b – Non-Public Entities
General Grant Provisions

Agreement Number: _____

Grantee Name: _____

Page 1 of 6

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the California Department of Fish and Wildlife (CDFW). Grantee may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Grantee agrees that CDFW, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code, CCR Title 2, Section 1896).
5. **INDEMNIFICATION**: Grantee agrees to indemnify, defend and save harmless the State of California, CDFW, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all of Grantee's employees or agents, contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.
6. **DISPUTES**: Grantee shall continue with the responsibilities under this Agreement during any dispute.
7. **INDEPENDENT CONTRACTOR**: Grantee, and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State. Grantee acknowledges and promises that CDFW is not acting as an employer to any individuals furnishing services or work pursuant to this Agreement.
8. **NON-DISCRIMINATION CLAUSE**: During the performance of this Agreement, Grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Grantee and

California Department of Fish and Wildlife
Exhibit 1.b – Non-Public Entities
General Grant Provisions

Agreement Number: _____

Grantee Name: _____

Page 2 of 6

subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

- 9. UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
- 10. LICENSES AND PERMITS (If Applicable):** The Grantee is responsible for obtaining all licenses and permits required by law for accomplishing any work required in connection with this Agreement. Costs associated with permitting may be reimbursed under this Grant Agreement only if approved in the budget detail and payment provisions section.
- 11. RIGHTS IN DATA:** The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Agreement, are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Grantee may copyright the same, except that, as to any work which is copyrighted by the Grantee, the State reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.
- 12. CONTINGENT FUNDING:** It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of State appropriation of funds for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

This Agreement is valid and enforceable only if sufficient funds are made available pursuant to the California State Budget Act for the fiscal year(s) covered by this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Legislature of any statute enacted by the Legislature which may affect the provisions, terms or funding of this Agreement in any manner.

California Department of Fish and Wildlife
Exhibit 1.b – Non-Public Entities
General Grant Provisions

Agreement Number: _____

Grantee Name: _____

Page 3 of 6

It is mutually agreed that if the Legislature does not appropriate sufficient funds for the Agreement, the State has the option to terminate the Agreement under the termination clause or to amend the Agreement to reflect any reduction of funds. CDFW has the option to invalidate the contract under the 30-day cancellation clause or to amend the Agreement to reflect any reduction in funds.

13. RIGHT TO TERMINATE:

- a. This agreement may be terminated by mutual consent of both parties or by any party upon thirty (30) days written notice and delivered by USPS First Class or in person.
- b. In the event of termination of this Agreement, Grant Recipient shall immediately provide CDFW an accounting of all funds received under the Agreement and return to CDFW all funds received under this Agreement which have not been previously expended to provide the services outlined within this agreement.
- c. Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. CDFW shall reimburse Grantee for all allowable and reasonable costs incurred by it for the Project, including foreseeable and uncancellable obligations. Upon notification of termination from CDFW, Grantee shall use its reasonable efforts to limit any outstanding financial commitments.

14. CONFIDENTIALITY OF DATA: The Grantee shall protect from disclosure all information made available by CDFW. The Grantee shall not be required to keep confidential any data or information which is publicly available, independently developed by the Grantee, or lawfully obtained from third parties. Written consent of CDFW must be obtained prior to disclosing information under this Agreement.

15. DISCLOSURE REQUIREMENTS: Any document or written report prepared in whole or in part pursuant to this Agreement shall contain a disclosure statement indicating that the document or written report was prepared through an Agreement with the State. The disclosure statement shall include the Agreement number and dollar amount of all Agreements and subcontracts relating to the preparation of such documents or written reports. The disclosure statement shall be contained in a separate section of the document or written report.

If the Grantee or any subcontractor(s) are required to prepare multiple documents or written reports, the disclosure statement may also contain a statement indicating that the total Agreement amount represents compensation for multiple documents or written reports. The Grantee shall include in each of its subcontracts for work under this Agreement, a provision which incorporates the requirements stated within this section.

16. USE OF SUBCONTRACTOR(S): If the Grantee desires to accomplish part of the services through the use of one (1) or more subcontractors, the following conditions must be met:

- a. The Grantee shall submit any subcontracts to the State for inclusion in the grant file;
- b. The Agreement between the primary Grantee and the subcontractor must be in writing;

California Department of Fish and Wildlife
Exhibit 1.b – Non-Public Entities
General Grant Provisions

Agreement Number: _____

Grantee Name: _____

Page 4 of 6

- c. The subcontract must include specific language which establishes the rights of the auditors of the State to examine the records of the subcontractor relative to the services and materials provided under the Agreement; and
- d. Upon termination of any subcontract, the State shall be notified immediately, in writing.

The Grantee shall ensure any subcontract in excess of \$100,000 entered into as a result of this Agreement contains all applicable provisions stipulated in this Agreement.

- 17. POTENTIAL SUBCONTRACTOR(S):** Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractor(s) and no subcontract shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the State for the acts and omissions of its subcontractor(s) and of persons directly employed or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractor(s) is an independent obligation from the State's obligation to make payments to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.
- 18. TRAVEL AND PER DIEM (if applicable):** The Grantee agrees to pay reasonable travel and per diem to its employees under this Agreement. The reimbursement rates shall not exceed those amounts identified in the Department of Personnel Administration and/or Universities of California travel reimbursement guidelines. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.
- 19. LIABILITY INSURANCE (as applicable):** Unless otherwise specified in the Grant Agreement, upon submitting a signed agreement to the State the Grantee shall also furnish to the State either proof of self-insurance or a certificate of insurance stating that there is liability insurance presently in effect for the Grantee of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. Grantee agrees to make the entire insurance policy available to the State upon request.

The certificate of insurance will include provisions a, b, and c, in their entirety:

- a. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the State;
- b. The State of California, its officers, agents, employees, and servants are included as additional insured, by insofar as the operations under this Agreement are concerned; and
- c. The State will not be responsible for any premiums or assessments on the policy.

The Grantee agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Grantee agrees to provide, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year.

California Department of Fish and Wildlife
Exhibit 1.b – Non-Public Entities
General Grant Provisions

Agreement Number: _____

Grantee Name: _____

Page 5 of 6

New certificates of insurance are subject to the approval of the Department of General Services, and the Grantee agrees that no work or services shall be performed prior to giving of such approval. In the event the Grantee fails to keep in effect, at all times, insurance coverage as herein provided, the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

CDFW will not provide for, nor compensate the Grantee for any insurance premiums or costs for any type or amount of insurance. The insurance required above, shall cover all Grantee supplied personnel and equipment used in the performance of this Agreement. When applicable, if subcontractors performing work under this Agreement do not have insurance equivalent to the above, the Grantee's liability shall provide such coverage for the subcontractor, except for coverage for error, mistake, omissions, or malpractice, which shall be provided by the subcontractor if such insurance is required by the State.

20. GRANTEE STAFF REQUIREMENTS: The Grantee represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with CDFW or any other governmental entity.

21. PROPERTY ACQUISITIONS AND EQUIPMENT PURCHASES: Property, exclusive of real property, as used in this exhibit shall include the following:

- a. Equipment – Tangible property (including furniture and electronics) with a unit cost of \$5,000 or more and a useful life of four (4) years or more. Actual cost includes the purchase price plus all costs to acquire, install, and prepare the equipment for its intended use.
- b. Furniture, including standard office furnishings including desks, chairs, bookcases, credenzas, tables, etc.
- c. Portable Assets, including items considered 'highly desirable' because of their portability and value, e.g., calculators, computers, printers, scanners, shredders, cameras, etc.
- d. Electronic Data Processing (EDP) Equipment, including all computerized and auxiliary automated information handling, including system design and analysis; conversion of data; computer programming; information storage and retrieval; voice, video and data communications; requisite system controls; simulation and all related interactions between people and machines.

The Grantee may purchase property under this Grant Agreement only if specified in the budget detail and payment provisions section. All property purchased by Grantee is owned by the Grantee. CDFW does not claim title or ownership to the property, but requires Grantee to maintain accountability for all property purchased with grant funds.

California Department of Fish and Wildlife
Exhibit 1.b – Non-Public Entities
General Grant Provisions

Agreement Number: _____

Grantee Name: _____

Title or ownership to property with a unit cost of \$5,000 or more may be retained by Grantee or Grantor upon end of the grant cycle; final disposition will be coordinated by CDFW's Grant Manager.

Before property purchases made by the Grantee are reimbursed by CDFW, the Grantee shall submit paid Grantee receipts identifying the Grant Agreement Number, purchase price, description of the item (s), serial number(s), model number(s), and location, including street address where property will be used during the term of this Grant Agreement. Said paid receipts shall be attached to the Grantee's invoice(s).

The Grantee shall keep, and make available to Grantor, adequate and appropriate records of all property purchased with the Grant Agreement funds.

Prior written authorization by the CDFW Grant Manager shall be required before the Grantee will be reimbursed for any property purchases not specified in the budget. The Grantee shall provide to CDFW Grant Manager, all particulars regarding the necessity for such property and the reasonableness of the cost.

Property will only be considered for purchase approval if no other equipment owned by the applicant is available and suitable for the project.

Grant funds cannot be used to reimburse the project for equipment obtained prior to the beginning of the grant term.

Grant funds cannot be used for property if specifically prohibited in the authorizing legislation or restricted in the terms of the program.

Should this Grant Agreement be cancelled for any reason, any property purchased with grant funds shall be returned to Grantor.

State policies and procedures applicable to procurement with nonfederal funds, shall apply to procurement by the Grantee under this Grant Agreement, provided that procurements conform to applicable State law and the standards identified in this exhibit. These include, but are not limited to: statutes applicable to State agencies; statutes applicable to State colleges and universities; public works projects; the California Constitution governing University of California contracting, the State Administrative Manual; statutes applicable to specific local agencies; applicable city and county charters and implementing ordinances including policies and procedures incorporated in local government manuals or operating memoranda.