

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SANTA BARBARA COUNTY FLOOD CONTROL &
WATER CONSERVATION DISTRICT
STATE OF CALIFORNIA**

**IN THE MATTER OF ACCEPTING 2018-19)
PROPOSITION 1 WATERSHED RESTORATION)
GRANT PROGRAM FUNDING FROM THE)
CALIFORNIA DEPARTMENT OF FISH AND GAME)**

RESOLUTION NO. 19-151

WHEREAS, the Santa Barbara County Flood Control & Water Conservation District (District) will design a project to improve volume capacities, conveyance capacities and fish passage capabilities of Cold Springs Debris Basin, San Ysidro Debris Basin and Romero Creek Debris Basin; and,

WHEREAS, the California Department of Fish and Game has approved grant funding in the amount of up to \$419,232 to the Santa Barbara County Flood Control & Water Conservation District as part of the Proposition 1 Restoration Grant Programs pursuant to California Water Code Section 79737 to partially finance the design of the Cold Springs Debris Basin Capacity Improvements Project, the San Ysidro Debris Basin Capacity Improvement Project and the Romero Creek Debris Basin Capacity Improvement Project (Planning Projects); and,

WHEREAS, the Projects intend to remove portions of the existing grouted rock dams and low-flow pipes and install outlet control structures to improve the debris basins' capacities for trapping large-scale debris and for withstanding high debris flow structural loads, while promoting sediment replenishment of downstream reaches; and,

WHEREAS, the Projects intend to facilitate federally-endangered steelhead trout fish habitat by removal of three barriers to fish passage, and restoring the creeks to a pre-basin state; and,

WHEREAS, the District has concluded that the Projects will be environmentally beneficial, and the District will comply with all the requirements of the California Environmental Quality Act (CEQA) and with other environmental permits prior to implementation of the is project; and,

WHEREAS, the District has approved the Cold Springs Debris Basin, the San Ysidro Debris Basin, and the Romero Creek Debris Basin Capacity Improvement Projects (Planning Projects) and has agreed to the terms and conditions as outlined in the California Department of Fish and Game Grant Agreement attached hereto as **Exhibit A**;

NOW THEREFORE, The Board of Directors does resolve as follows:

1. Approve the California Department of Fish and Game Grant Agreement attached hereto as **Exhibit A.**
2. Authorize the Public Works Director or his designee to execute the California Department of Fish and Game Agreement and all subsequent agreements or amendments required to receive grant monies.
3. Designate the Civil Engineer, or designee, as the Project Manager.

PASSED, APPROVED, AND ADOPTED by the Board of Directors of the Santa Barbara County Flood Control & Water Conservation District, State of California, on this 21st day of May, 2019 by the following vote:

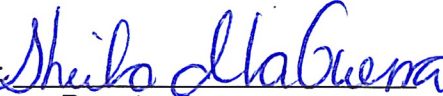
AYES: Supervisor Williams, Hart, Hartmann, Adam, and Lavagnino

NAYS: NONE

ABSENT: NONE

ABSTAIN: NONE

ATTEST:
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
EX OFFICIO CLERK OF THE BOARD
OF DIRECTORS OF THE SANTA
BARBARA COUNTY FLOOD CONTROL
& WATER CONSERVATION DISTRICT

By: 
Deputy

ACCEPTED AND AGREED:
SANTA BARBARA COUNTY FLOOD CONTROL
& WATER CONSERVATION DISTRICT

By: 
Steve Lavagnino, Chair, Board of Directors

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: 
Deputy County Counsel

APPROVED AS TO FORM:
BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: 
Deputy

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COUNTY OF SANTA BARBARA
STATE OF CALIFORNIA
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APPROVED AS TO FORM
RAY AROMATORIO, ARM, AIC
RISK MANAGER

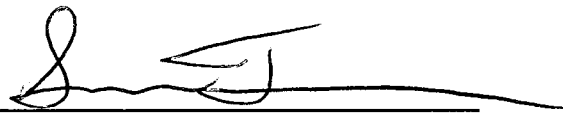
BY: 
Risk Management

Exhibit A



State of California - Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
P.O. Box 944209
Sacramento, CA 94244-2090
www.wildlife.ca.gov

GAVIN NEWSOM, Governor
CHARLTON H. BONHAM, Director



COPY

PROPOSITION 1 WATERSHED RESTORATION GRANT PROGRAM SANTA BARBARA DEBRIS BASINS CAPACITY IMPROVEMENT PROJECT AGREEMENT NUMBER P1896055

GRANTOR: State of California, acting by and through
The California Department of Fish and Wildlife
P.O. Box 944209
Sacramento, CA 94244-2090

GRANTEE: Santa Barbara County Flood Control and Water Conservation District
130 East Victoria Street, Suite 200
Santa Barbara, CA 93101

SECTION 1 – LEGAL BASIS OF AWARD

The California Department of Fish and Wildlife (CDFW or Grantor) developed the Watershed Restoration Grant Program in response to the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1). Proposition 1 amended the California Water Code (CWC) to add article, Section 79737, authorizing the Legislature to appropriate funds to CDFW to fund multi-benefit ecosystem and watershed restoration and protection projects.

Pursuant to Fish and Game Code Section 1501.5(b), Grantor is authorized to enter into this Grant Agreement (Agreement) and to make an award to Santa Barbara County Flood Control and Water Conservation District (Grantee) for the purposes set forth herein. Grantee accepts the grant on the terms and conditions of this Agreement. Accordingly, Grantor and Grantee (Parties) hereby agree as follows:

SECTION 2 – GRANT AWARD

2.01 Grant: In accordance with the terms and conditions of this Agreement, including Section 5.06 - General Terms and Conditions, Grantor shall provide Grantee with a maximum of \$419,232.00 (Grant Funds) to financially support and assist Grantee's implementation of Santa Barbara Debris Basins Capacity Improvement Project (Project).

2.02 Term: The term of this Agreement is March 1, 2019, or upon Grantor approval, whichever is later, through January 30, 2022.

SECTION 3 – ELIGIBLE USES OF GRANT

Only Grantee expenditures that are necessary to implement the Project, comply with applicable federal and State of California law, and made in accordance with Section 6 -

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Project Statement and Section 9 - Budget and Payment as set forth within this Agreement are eligible for reimbursement from the Grant Funds.

SECTION 4 – GRANTEE’S REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants to Grantor as follows:

- 4.01 Existence and Power:** Grantee is a public entity, 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 the Agreement’s terms.

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 Project, specifically the activities identified within Section 6 - Project Statement.
- 5.02 Project:** Grantee shall complete activities as set forth in Section 6 - Project Statement.
- 5.03 Use of Project Funds:** Grantee agrees that only Grantee expenditures that are necessary to implement the Project, comply with applicable federal and State of California law, and made in accordance with Section 6 - Project Statement and Section 9 - Budget and Payment as set forth within this Agreement are eligible for reimbursement from the Grant Funds. Grantee acknowledges that it may not transfer Grant Funds between or among budget line items without written approval from CDFW Grant Manager in accordance with Section 9 – Budget and Payment.
- 5.04 Eligibility of Funds:** In the event that the California Budget Act does not provide sufficient appropriations to allow Grantor to fund the Project at the level specified in Section 2 – Grant Award and Section 9 – Budget and Payment of this Agreement, Grantor reserves the right to modify this Agreement to reflect a reduction in available funds, as an alternative to termination.
- 5.05 Submission of Reports:** Grantee shall comply with the format, content, and timing requirements set out in Section 8 – Reports. Failure to submit timely and accurate reports shall be considered evidence of non-compliance with this Agreement and shall permit termination of this Agreement by Grantor.

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- 5.06 **General Terms and Conditions:** Public Entities General Grant Provisions (Exhibit 1.a) is attached hereto and made a part of this Agreement.
- 5.07 **Amendments:** This Agreement may only be amended in accordance with Section 5.06 – General Terms and Conditions. Grantee shall submit any request to amend any term of this Agreement in writing to CDFW Grant Manager no later than 120 days prior to the end of the term of this Agreement. Grantee must include an explanation of and justification for any such request.
- 5.08 **Acknowledgement of Credit:** Grantee shall include signage, to the extent practicable, informing the public that the Project received funds through the California Department of Fish and Wildlife from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1, CWC § 79707 (g)). Further, Grantee shall include appropriate acknowledgement of credit to the Watershed Restoration Grant Program and its implementing agency, the California Department of Fish and Wildlife, for Grantor's financial support when using any data and/or information developed under this Agreement (e.g., in posters, reports, publications, presentations).
- 5.09 **Labor Code Requirements; Prevailing Wage:** State grants may be subject to California Labor Code requirements, which include prevailing wage provisions. Certain State grants administered by the CDFW are not subject to Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code. For more details, please refer to California Fish and Game Code Section 1501.5 and the Department of Industrial Relations (DIR) website at <http://www.dir.ca.gov>. The Grantee shall pay prevailing wage to all persons employed in the performance of any part of the Project if required by law to do so.
- 5.10 **Engineering Compliance:** As may be necessary, Grantee shall be responsible for obtaining the services of appropriately licensed professionals to comply with the applicable requirements of the California Business and Professions Code including but not limited to Section 6700 et seq. (Professional Engineers Act) or Section 7800 et seq. (Geologists and Geophysicists Act).

If Grantee fails to perform in accordance with the compliance provisions of this Agreement, Grantor shall have sole discretion to delay, interrupt, or suspend the work for which the Grant Funds are supplied.

SECTION 6 – PROJECT STATEMENT

- 6.01 **Introduction:** This is a planning project that will, pursuant to the National Marine Fisheries Service (NMFS) Biological Opinion, update the Debris Basin Maintenance and Removal Plan as an Addenda to the Programmatic Environmental Impact Report (PEIR) and ultimately develop 100% designs for a future implementation project to increase the capacity of three Santa Barbara County debris basins to retain large-scale debris, and to modify the dam embankment structures to facilitate downstream sediment delivery and provide for

anadromous fish passage.

- 6.02 Objectives:** Specific objectives of this Project are to: Gain approval from NMFS for the basin designs pursuant to the Biological Opinion for Southern California steelhead (*Oncorhynchus mykiss*), update the Debris Basin Maintenance and Removal Plan via addenda to the PEIR, and secure permits from the United States Army Corps of Engineers (ACOE), CDFW, and Regional Water Quality Control Board (RWQCB) for the Romero, Cold Springs, and San Ysidro Debris Basin Modification Projects.

Complete 65%, 95% and 100% design packages, final plans, specifications and estimates for the Cold Springs, San Ysidro, and Romero Creek Debris Basin Modification Projects that increase capacity to retain large-scale debris and to withstand structural loads similar to those experienced in January 2018 and provide for anadromous fish passage.

6.03 Project Description

6.03.1 Location: The Project is located on approximately five acres of publicly-owned land. The Cold Springs Debris Basin is located along Cold Springs Creek, along East Mountain Drive. The San Ysidro Debris Basin is located along San Ysidro Creek, adjacent to West Park Lane. The Romero Creek Debris Basin is located along Romero Creek, adjacent to Romero Canyon Road. The three debris basins are located in the community of Montecito in Santa Barbara County, California (Property).

Cold Springs Debris Basin: Latitude: 34.450353 Longitude: -119.653672
San Ysidro Debris Basin: Latitude: 34.449556 Longitude: -119.622544
Romero Creek Debris Basin: Latitude: 34.446364 Longitude: -119.591928

6.03.2 Materials and Equipment: Property acquisitions and equipment purchases must be consistent with Section 5.06 - General Terms and Conditions. All materials and equipment are included in subcontractor costs or will be provided as cost share by Grantee.

6.03.3 Project Implementation: Consistent with Grantee's proposal for the Project, Grantee will complete the following tasks in accordance with Section 6.03.6 – Schedule and Deliverables:

Task 1 – Project Management and Administration

Grantee will provide technical and administrative services associated with performing and completing the work for this Project, including managing this Agreement, assuring all permits are finalized, administering subcontracts, invoicing and payments, drafting and finalizing progress and final reports, and data management.

Subtask 1.1 – Data Management

Data management activities will be coordinated by the Project Manager. Grantee, its subcontractors and collaborators shall be responsible for ensuring that data collection, data acquisition, and/or data development activities will incorporate the standards expressed in CDFW's Scientific Integrity Policy (<https://www.wildlife.ca.gov/Science-Institute/Policies-and-Guidelines>). Grantee, its contractors and collaborators are responsible for ensuring that data are collected using peer-approved methods, undergo a quality control and accuracy assessment process, include metadata that meets the Grantor's minimum standards (<https://www.wildlife.ca.gov/Data/BIOS/Metadata>) and include documentation of the methods and quality assessments utilized, and are properly stored and protected until the Project has been completed and all data have been delivered to CDFW Grant Manager.

All scientific data collection efforts are required to include metadata files or records indicating at a minimum:

1. Who collected the data;
2. When the data was collected;
3. Where the data was collected;
4. How the data was collected (description of methods and protocols);
5. Documentation of any peer review or statistical consultations;
6. The purposes for which the data was collected;
7. Definitions of variables and abbreviations used, including units of measure;
8. Any restrictions on the distribution and use of the data;
9. The terms of any landowner access agreement(s), if applicable; and
10. References to any related CDFW permits or regulatory actions.

All data and associated metadata collected by or created under this Agreement are a required deliverable of this Agreement. All data deliverables should be budgeted for and included in the Project timeline as a part of this Agreement. A condition of final payment on this Agreement shall include the delivery of all related data assets. Geospatial data must be delivered in an industry-standard geospatial data format where applicable and documented with metadata in accordance with the CDFW Minimum Metadata Standards.

Data related to observation, occurrence or distribution of state or federal special status species or California Native Plant Society listed species shall be reported to the California Natural Diversity Database

(CNDDDB) using the online field survey form or other digital method.

The following Project information shall be uploaded by Grantee to Project Tracker (<http://ptrack.ecoatlas.org/>) in EcoAtlas (<http://www.ecoatlas.org/>): Project name, Project proponent and contact information, Project boundary [GIS polygon], Proposition 1 funding details, pertinent dates, activity type, and habitat types and amounts.

Consistent with Fish & Game Code Section 857, subdivision (a), Grantee will obtain written landowner consent for data collection requiring access to private lands. The permission letter must state that the Grantor cannot limit the distribution of data collected on private land unless the law specifically exempts such data from disclosure. This provision does not apply to emergencies or to wildlife officers carrying out peace officer duties pursuant to Fish and Game Code Section 857, subdivisions (b) and (c), and other laws.

Grantee will ensure that it protects from improper disclosure any personal or other confidential information that Grantee collects or maintains in the course of implementing the Project. Grantor will acquire, disclose, and use personal information only in ways that are consistent with CDFW's Privacy Policies — including CDFW's Director's Bulletin No. 2008-02 Policy for Protecting the Confidentiality of Personal Data and CDFW Departmental Bulletin No. 2010-04 Protection of Social Security and Other Personal Data — the Information Practices Act (IPA; Civil Code, § 1798 et seq.), Fish and Game Code, California State Administrative Manual Chapter 5300 Information Technology – Office of Information Security, and other applicable laws.

Water quality data generated by the Project will be collected in a manner that is compatible and consistent with the California Environmental Data Exchange Network (CEDEN, <http://www.ceden.org/>) (CWC §79704). Grantee shall upload relevant data to CEDEN and provide a receipt of successful data submission, generated by CEDEN, to CDFW Grant Manager prior to submitting a Final Invoice.

Fish passage improvement and water diversion screening project data shall be submitted to the California Fish Passage Assessment Database (PAD) <https://nrm.dfg.ca.gov/PAD/>. Data required includes name and type of barrier or diversion, geographic location, stream name, structure owner, species and life stages benefited from remediation, description of remediation, photos, and pre- and post-treatment biological monitoring data.

Task 2 – NMFS Approval, Environmental Review and Permitting

This task will be conducted by Grantee to complete addenda to the PEIR, NMFS approval pursuant to Biological Opinion, and secure other necessary permits for future implementation (including ACOE, CDFW and RWQCB Permits). Task 2 is provided in-kind by Grantee.

Subtask 2.1 Secure approval from NMFS Approval

Grantee will work with the NMFS to secure design approval of proposed modifications to the Debris Basins pursuant to the Final Biological Opinion issued in 2016 for consultation regarding Southern California steelhead trout.

Subtask 2.2 Update the Debris Basin Maintenance and Removal Plan (Addenda to the PEIR)

Grantee will update the Debris Basin Maintenance and Removal Plan (Addenda to the PEIR) to accommodate the design for each of the Debris Basin modification projects as addenda to the PEIR. Draft Addenda for each of the three debris basins will be distributed for public and agency review.

Subtask 2.3 Prepare and Secure ACOE, CDFW and RWQCB Permits

Grantee will prepare and secure ACOE, CDFW, and RWQCB permits.

Task 3 – Design

WRECO (Design Subcontractor) will conduct this task, with oversight at all stages by Grantee, and includes preparation and review of 65%, 95% and 100% design submittals, performing Quality Assurance/Quality Control and assisting with specifications writing consistent with State Department of Transportation Standard Plans and Standard Specifications. Design Subcontractor will also include review of hydraulics and structural reports, and work with Design Subcontractor on developing stream simulation methods for each stream reach.

Subtask 3.1 - 65% Designs

Design Subcontractor will prepare the 65% Designs, which will be used in securing the Addenda to the PEIR (under Task 2). The 65% Designs will then be reviewed by NMFS and comments addressed. The geotechnical report will also be submitted at this point for review. The design and specifications at this stage will incorporate provisions of the geotechnical report.

Subtask 3.2 - 95% Designs

Design Subcontractor will prepare the 95% Design and hydraulic studies of the Romero Debris Basin Modification Project. The 95% Design will be reviewed by NMFS and comments addressed.

Subtask 3.3 - 100% Designs, Specifications, and Cost Estimate

Design Subcontractor will prepare the 100% Design Plans, Specifications and Cost Estimate of the Debris Basins' Modifications. The 100% Design will be reviewed by NMFS and comments addressed.

6.03.4 Schedule and Deliverables:

<u>Task</u>	<u>Description</u>	<u>Deliverables</u>	<u>Estimated Completion Dates</u>
1	Project Management and Administration	Quarterly Progress Reports	Due within 30 days following each Quarterly month following Grant execution
		Quarterly Invoices	Due within 30 days following each Quarterly month following Grant execution
		Copies of executed Subcontracts (Subcontractors identified in Section 8.01 Expenditure Summary)	Due within 30 days of Grant execution
		Download project information into EcoAtlas Project Tracker	Due within 30 days of Grant execution
		Draft Final Report	Due November 30, 2021
		Final Report	Due December 31, 2021
		Project Close-out Summary Report	Due December 31, 2021
		Final Invoice	Due December 31 2021
2	Environmental Permitting	US Army Corps of Engineers Permit, California Department of Fish and Wildlife Permit, Regional Water Quality Control Board Permit	Due June 30, 2021
		Addenda to PEIR	Due June 30, 2021
3	Design	65% Design and geotechnical report	Due with Quarterly Report April 2020
		95% Design and Hydraulics Study	Due with Quarterly Report September 2020

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<u>Task</u>	<u>Description</u>	<u>Deliverables</u>	<u>Estimated Completion Dates</u>
		100% Design Plans including: Specifications, Cost Estimate, and Structural Calculations	Due with Draft Final Report

SECTION 7 – CONTACTS

The point of contact may be changed at any time by either party by providing a 10 day advance written notice to the other party. The Parties hereby designate the following points of contact during the Term of this Agreement:

CDFW Grant Manager:		Grantee Project Manager:	
Name:	Gena Lasko	Name:	Karen Sullivan
Title:	Senior Environmental Scientist (Specialist)	Title:	Civil Engineer
Address:	P.O. Box 944209 Sacramento, CA 94244-2090	Address:	130 E. Victoria Street, Ste. 200 Santa Barbara, CA 93101
Phone:	(916) 445-8365	Phone:	(805) 568-3458
Email:	Gena.Lasko@wildlife.ca.gov	Email:	KSulliv@cosbpw.net

Direct all administrative inquiries to:

CDFW Grant Coordinator:		Grantee Project Coordinator:	
Name:	Keng Saefong	Name:	Joyce Martyniuk-Tromp
Title:	AGPA	Title:	Engineering Technician Specialist
Address:	P.O. Box 944209 Sacramento, CA 94244-2090	Address:	130 E. Victoria Street, Ste. 200 Santa Barbara, CA 93101
Phone:	(916) 445-5350	Phone:	(805) 568-3455
Email:	Keng.Saefong@Wildlife.ca.gov	Email:	JMartyn@cosbpw.net

SECTION 8 – REPORTS

8.01 Progress Reports: Grantee shall submit Quarterly Progress Reports that comply with the requirements below to CDFW Grant Manager. CDFW Grant Manager will provide Grantee with a sample Progress Report upon request.

Requirements:

1. Grantee name, the Project title, this Agreement number, and dates progress report covers;
2. Activities and tasks performed and/or completed, a summary of progress to date including progress since the last report, and a brief outline of upcoming

- work scheduled for the subsequent quarter;
- 3. Documentation of all subcontractor activities;
- 4. Updates on progress towards meeting project objectives, output and outcome performance measures;
- 5. Document delivery of any intermediate work products;
- 6. Costs incurred during the subject period, total of costs incurred to date, and the remaining balance;
- 7. Any problems encountered while performing the tasks and proposed solutions, timeline for resolution, and status of previously unresolved problems; and
- 8. Quarterly progress reports will be submitted electronically in PDF or Microsoft Word compatible format and conform to the template provided.

8.02 Final Report: Grantee shall submit a Draft Final Report at least 30 days prior to Grantee’s submission of the Final Report. CDFW Grant Manager will provide Grantee a sample Final Report template upon request. Grantee shall submit a Final Report that summarizes the life of this Agreement and describes the work and results pursuant to Section 6 - Project Statement and by the date listed in Section 6.03.4 – Schedule and Deliverables. Grantee will submit an electronic copy of the Final Report upon completion of the Project tasks.

8.03 Project Close-Out Summary Report: Grantee shall prepare and submit a Project Close-Out Summary Report in either PDF or Microsoft Word compatible format by the date listed in Section 6.03.4 – Schedule and Deliverables. Grantee’s Project Close-Out Summary Report must summarize the Project’s accomplishments consistent with the Watershed Restoration Grants Program goals. Grantee shall include a Final Invoice with the Project Close-Out Summary Report. CDFW Grant Manager will provide Grantee with a Project Close-Out Summary Report template upon request.

SECTION 9 – BUDGET AND PAYMENT

9.01 Budget Details and Funding Summary: Grantor will provide an amount not to exceed \$419,232.00 as detailed below (Budget). Grantee or its partners will provide up to \$711,022.94 in funds or in-kind services as cost share to complete tasks described in Section 6 - Project Statement. Grantee will provide Grantor accurate records of all cost share with Grantee’s Final Report.

Line Item Budget Detail	
A. PERSONNEL SERVICES	
Subtotal Personnel Services	\$ 0.00
Staff Benefits	\$ 0.00
Total Personnel Services	\$ 0.00
B. OPERATING EXPENSES: GENERAL	
Subtotal Operating Expenses: General	\$ 0.00

Line Item Budget Detail	
C. OPERATING EXPENSES: SUBCONTRACTORS	
Design Subcontractor – Design, Specifications, Cost Estimate, Hydraulic Study, Geotechnical Study	\$ 419,232.00
Subtotal Operating Expenses: Subcontractors	\$ 419,232.00
D. OPERATING EXPENSES: EQUIPMENT	
<i>Equipment item</i>	\$ 0.00
Subtotal Operating Expenses: Equipment	\$ 0.00
E. SUBTOTALS & INDIRECT COSTS	
SUBTOTAL A + B (Personnel Services + Operating Expenses: General)	\$ 0.00
SUBTOTAL C (Operating Expenses: Subcontractors)	\$ 419,232.00
SUBTOTAL D (Operating Expenses: Equipment)	\$ 0.00
Indirect Charge Rate xx% (Applies to Sections A + B only)	\$ 0.00
F. GRAND TOTAL	\$ 419,232.00

Any changes or modifications to a fund source indicated below must be promptly reported to CDFW Grant Manager in writing.

Funding Sources Summary			
Source of Funds	Cash	In-Kind	Total
CDFW Proposition 1 Grant Program	\$419,232.00	\$0.00	\$0.00
Grantee	\$0.00	\$711,022.94	\$0.00
Total Project Cost	\$419,232.00	\$711,022.94	\$1,130,254.94

9.01.1 Budget Flexibility: Any revision to the Budget of this Agreement must comply with Section 5.07 – Amendments. Grantor will not approve requests for Budget revisions that would be inconsistent with the purpose, objectives, or description of the Project as detailed in Section 6 - Project Statement or increase the total amount of Grant Funds. A Budget revision that would shift up to \$25,000 or 10% of Grant Funds, whichever is less, only requires CDFW Grant Manager approval. A budget revision that would shift more than \$25,000 or 10% of the Grant Funds, whichever is less, or change a line item requires a formal amendment.

9.02 Payment Provisions

9.02.1 Disbursements: Grantor will disburse Grant Funds to Grantee not more frequently than quarterly in arrears, upon receipt of an original itemized invoice and any required progress report or other mandatory documentation as identified in Section 6.03.6 – Schedule

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and Deliverables. The invoice package must be either mailed hard copy or electronic submission to CDFW Grant Manager contact located in Section 7 – Contacts.

Grant disbursements will be mailed to the following Grantee address:

Grantee Name:	Santa Barbara County Flood Control and Water Conservation District
Attention:	Karen Sullivan, PE
Address:	130 East Victoria Street, Suite 200, Santa Barbara, CA 93101

9.02.2 **Invoice Documentation:** Each invoice for payment must be accompanied by a written description, not to exceed two pages in length, of Grantee’s performance under this Agreement since the time the previous such report was prepared. The report shall describe the types of activities and specific accomplishments during the period for which the payment is being made rather than merely listing the number of hours worked during the reporting period. The Final Invoice must include a budget summary of all cost share expenditures by fund source, as applicable. CDFW Grant Manager will provide Grantee with a sample invoice template upon request.

Requirements: The invoice shall contain the following information:

1. The word “Invoice” should appear in a prominent location at the top of the page(s);
2. Printed name of Grantee on company letterhead;
3. Grantee’s business address, including P.O. Box, City, State, and Zip Code;
4. Name of the CDFW Region/Division being billed;
5. The invoice date and the time period covered; i.e., the term “from” and “to”;
6. This Agreement number and the sequential number of the invoice (i.e., Pxx96xxx-Invoice 1);
7. The invoice must be itemized using the categories and following the format of the Budget;
8. The total amount due. This should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice. The total amount due shall include all costs incurred by Grantee under the terms of this grant;
9. The original signature of Grantee; and
10. Grantee must provide supporting documentation for the invoice and actual receipts.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of Grantor date set forth below the signature.

AUTHORIZED AGENT FOR GRANTEE

By:

Signature: _____

Printed Name: Thomas D. Fayram

Title: Deputy Public Works Director – Water Resources

Date: _____

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

By:

Signature: _____

Printed Name: Valinda Roberts

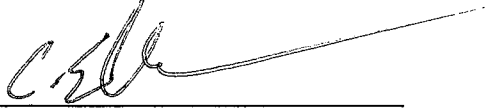
Title: Chief, Business Operations

Date: _____


This Agreement is exempt from DGS-OLS approval, per SCM 4.06.

Grantee signature page continued:

APPROVE AS TO ACCOUNTING FORM:
BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

BY: 

APPROVE AS TO FORM:
RAY AROMATORIO, ARM, AIC
RISK MANAGER

BY: 

Risk Manager

APPROVE AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

BY: 

Deputy

**Exhibit 1.a – Public Entities
General Grant Provisions**

Agreement Number: P1896055

Grantee Name: Santa Barbara County Flood Control and Water Conservation District

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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 the 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.

The State of California shall defend, indemnify and hold the Grantee, its officers, employees and agents harmless from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the State of California, or its agencies, their respective officers, agents or employees.

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.

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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 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.

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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.

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.

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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;
- 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 that 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.

19. LIABILITY INSURANCE (as applicable): Unless otherwise specified in the Grant Agreement, when the Grantee submits 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.

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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. 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 the CDFW or any other California State 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

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Grantee. CDFW does not claim title or ownership to the property, but requires Grantee to maintain accountability for all property purchased with grant funds.

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.