



GAVIN NEWSOM, Governor
NATURAL RESOURCES AGENCY
DEPARTMENT OF FISH AND WILDLIFE
WILDLIFE CONSERVATION BOARD
Mailing Address: P.O. Box 944209
Sacramento, California 94244-2090
www.wcb.ca.gov
(916) 445-8448

Date: 8/7/2023

Bert Whitaker
Director
Sonoma County Regional Parks
bert.whitaker@sonoma-county.org

MARK WEST CREEK AND WETLAND RESTORATION PLANNING
SONOMA COUNTY
GRANT AGREEMENT NO. WC-2380AB
PROJECT ID: 2023044

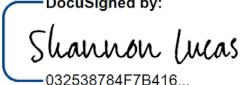
Dear Bert Whitaker:

Enclosed is a copy of a Grant Agreement for the above referenced project, which is tentatively scheduled for consideration at the August 24, 2023 meeting of the Wildlife Conservation Board. In order to maintain a place on the August agenda, the agreement must be signed on behalf of the grantee with a DocuSign electronic signature by August 14, 2023.

Once approved, we will send you a fully executed copy for your records. Please do not incur any costs toward this project until you have received a fully executed agreement and Notice to Proceed.

Thank you for your interest in working with the Wildlife Conservation Board. If you have any questions, please contact Alyssa Benedetti at alyssa.benedetti@wildlife.ca.gov or (916) 212-0691.

Sincerely,

DocuSigned by:

032538784F7B416...
Shannon Lucas, Supervisor
Restoration and Development

Enclosure(s)

ec: Erin Chappell, Regional Manager
CDFW Bay Delta Region (3)

CALIFORNIA WILDLIFE CONSERVATION BOARD

GRANT AGREEMENT

Between

STATE OF CALIFORNIA, WILDLIFE CONSERVATION BOARD

and

SONOMA COUNTY REGIONAL PARKS

for

MARK WEST CREEK AND WETLAND RESTORATION PLANNING

SONOMA COUNTY, CALIFORNIA

WC-2380AB

**State of California
Natural Resources Agency
Department of Fish and Wildlife
Wildlife Conservation Board**

Mark West Creek and Wetland Restoration Planning
Grant Agreement Number WC-2380AB
Project ID 2023044

Page 1

GRANTEE: Sonoma County Regional Parks
2300 County Center Drive, Suite 120A
Santa Rosa, CA 95403
Attn.: Minona Heaviland
Phone: 707-291-7669
E-mail: minona.heaviland@sonoma-county.org

GRANTOR: Wildlife Conservation Board
P.O. Box 944209
Sacramento, California 94244-2090
Attn.: Alyssa Benedetti
Phone: (916) 212-0691
E-mail: Alyssa.benedetti@wildlife.ca.gov

Board Approval Date: August 24, 2023

Projected Completion Date: September 30, 2026

Terms of Agreement: Notice to Proceed Date (9/12/2023) through September 30, 2026

Project Life: Terms of Agreement

FUNDING CERTIFICATION

I hereby certify that (a) the following funds will be encumbered on behalf of Grantor; and (b) Grant Funds shall not be disbursed unless and until sufficient proceeds from the source identified below become available to Grantor to disburse.

DocuSigned by:
Stephen Bouthillier 9/12/2023
B2474E4CA197465...

WCB Fiscal Officer Date

Grant Amount: \$1,063,000.00
Fund Source: General Fund, Section SB170, Sec. 54
Appropriation Item: Chapter 43, Statutes of 2022
Line Item: 3640-102-0001
Expenditure Code 1000122102

1. SCOPE OF AGREEMENT

Pursuant to the Wildlife Conservation Law of 1947, Chapter 4.0 {for Habitat of Division 2, (commencing with Section 1300 of the California Fish and Game Code; the General Fund, Water Supply for Environmental Flows (Stream Flow Enhancement Program) Provision; and the approval granted by the Wildlife Conservation Board on August 24, 2023, the Wildlife Conservation Board (Grantor) hereby grants to Sonoma County Regional Parks (Grantee), a sum not to exceed one million sixty-three thousand dollars (\$1,063,000) (Grant Funds), upon and subject to the terms and conditions of this Grant Agreement (Agreement).

2. PURPOSES OF GRANT

Grantor is entering into this Agreement, and the Grant Funds shall be used, only for the purpose of assisting Grantee with the project generally described as: development of implementation ready designs for restoration projects benefitting stream flow and coho salmon, as well as interpretation and public education materials for the Regional Park (Project) on approximately 1,192 acres of land commonly known as Mark West Creek Regional Park and Open Space Preserve, located in Sonoma County, California (Property). The Property is generally shown on the attached Exhibit A - LOCATION MAP. Grantee is the fee owner of the Property.

3. CONDITIONS OF GRANT

Grantor's obligation to disburse Grant Funds under this Agreement is conditioned upon and subject to the satisfactory completion of all of the following conditions:

- 3.1 Grantor shall have reviewed and approved all documents pertaining to the Project, including, without limitation, feasibility and planning studies, designs, plans, budgets, cost estimates, timelines, and agreements. Such review and approval by Grantor will be for compliance with this Agreement as well as funding and other requirements applicable to Grantor and shall not be unreasonably withheld.
- 3.2 Grantor shall have reviewed and approved a certified resolution or other appropriate action of the governing board or governing body of Grantee, authorizing the execution and performance of this Agreement and the carrying out of the Project by Grantee.
- 3.3 Grantee shall have disclosed all funding sources for the Project, including all amounts applied for or obtained from sources other than Grantor. These amounts shall be reflected in the attached Exhibit B – BUDGET (Budget) by Budget category. As between Grantor and Grantee, Grantee shall be responsible for any and all Project costs that exceed the amount of the Grant Funds provided under this Agreement.
- 3.4 The grant proposal shall have been approved by the Wildlife Conservation Board at a public meeting, this Agreement shall have been fully executed by Grantor and Grantee, and Grantee shall have received a written "Notice to Proceed" from Grantor. The approval of the grant proposal by the Wildlife Conservation Board, if such approval is given, shall not constitute authorization for the commencement of the Project or

expenditure of Grant Funds. No expenditure made or activity initiated prior to Grantee's receipt of a written Notice to Proceed from Grantor will be eligible for reimbursement by Grantor.

4. DISBURSEMENTS

- 4.1 Upon satisfaction of all of the Conditions of Grant set forth in Section 3, above, and so long as Grantee is not in breach or default under this Agreement, Grantor agrees to disburse the Grant Funds to Grantee, in arrears, in installments as set forth in this Section 4. Disbursements shall be made not more frequently than monthly and disbursements of less than \$5,000 should be made not more frequently than quarterly. All disbursements shall be subject to the availability of funds for purposes of the Project as provided in Section 4.8.
- 4.2 Grantee shall request disbursement of Grant Funds by submitting a disbursement request to Grantor for approved budgeted work performed on the Project in accordance with Section 4.3. Disbursement shall be contingent upon approval of the disbursement request by Grantor.
- 4.3 The disbursement request must be submitted on Grantee's letterhead, signed by an authorized representative of Grantee, and include a written description of the work completed during the period of the disbursement request. Requests for disbursement must be itemized using the same categories included in the attached Budget. A [Disbursement Request Template](#) provides the format to use for submitting disbursement requests to Grantor. Each disbursement request shall contain supporting or back-up documentation for all amounts shown on the request, including receipts for all materials and supplies, all Grantee staff time shown by number of hours worked and hourly rate, and all contractor or sub-contractor services.
- 4.4 Grantor may withhold ten percent (10%) of the total approved amount from each disbursement (Retained Grant Funds) until Grantor has approved the completion of the Project, the final report required by Section 6.4, and the final request for disbursement.
- 4.5 Upon completion of Project activities, Grantee may request disbursement of the Retained Grant Funds. Grantee shall submit this request no later than thirty (30) days after the Projected Completion Date (as defined in Section 6.1).
- 4.6 Please submit disbursement requests electronically to WCB at WCBCLerical@wildlife.ca.gov and WCB Project Manager Alyssa Benedetti (Alyssa.benedetti@wildlife.ca.gov) with "Project ID 2023044 Invoice No. ____" in the subject line.
- 4.7 Grantee shall reimburse Grantor for any erroneous disbursement of Grant Funds under this Agreement. Reimbursement shall occur within 30 days of written demand by Grantor. Interest shall accrue at the highest rate allowed by law from the time that reimbursement becomes due and owing until received by Grantor.
- 4.8 Grantor shall not be obligated to disburse any remaining unpaid portion of the Grant Funds unless and until sufficient funds identified for allocation to the Project (as further

specified in the Funding Certification attached to this Agreement) are released by the State Treasurer's Office to Grantor for expenditure for this grant. No request for disbursement submitted prior to the release of such funds to Grantor shall be effective. Despite any contrary provision of this Agreement, Grantor shall not be obligated to disburse any remaining unpaid portion of the Grant Funds if funds identified for allocation to the Project are recalled by the State Treasurer's Office.

- 4.9 With the final invoice, Grantee shall provide a completed [Final Cost Share Accounting Form](#) when work is completed. The completed Final Cost Share Accounting Form shall identify and delineate all cost share funds expended and in-kind services provided during the Grant term before Project completion and will be consistent with Exhibit B – BUDGET.

5. BUDGET AND INDIRECT COSTS

- 5.1 The attached Budget is an estimate of the Grantee's anticipated costs for the Project and discloses all funding sources for the Project, including all amounts applied for or obtained from sources other than Grantor. Should the Budget not disclose all funding sources for the Project, Grantor may refer this grant to the Department of Finance for a Project audit. Grantee may seek additional funding from sources other than Grantor, with Grantor's approval, to cover cost increases or to reduce Grantor's cost share. Should Grantee obtain additional funds from sources other than Grantor, Grantee shall promptly notify Grantor of the amounts and sources of the additional funding and submit a proposed new budget reflecting any changes to Grantor for its approval.

When actual Project costs indicate that the costs of certain Budget categories payable by Grantor are higher than estimated, and these higher costs are offset by lower costs in other Budget categories payable by Grantor, the Grantee may submit a written request to Grantor to shift funds between such Budget categories. Contingencies shall be used only upon written approval by Grantor. Grantor shall approve or deny a requested Budget revision or use of contingencies in writing within 10 business days of receipt of Grantee's written request.

- 5.2 Indirect cost rates are limited to 15 percent of the total direct WCB Grant Funds . Any amount over 15 percent will not be funded but may be used as cost share. If Grantee seeks to recover indirect or administrative costs, this item should be included as a line item in the Budget. Any cost that is billed as a direct cost may not be included in indirect cost rates. Indirect costs include, but are not limited to, the following: workers compensation insurance, utilities, office space rental, phone service, and copying which is directly related to completion of the Project.

It is the responsibility of the Grantee to keep documentation for all indirect costs claimed in Exhibit B. For all indirect costs claimed, Grantee must keep backup documents in audit-ready files (these documents are not provided to WCB).

6. GRANTEE'S COVENANTS

In consideration of this Agreement, Grantee hereby covenants and agrees as follows:

- 6.1. Grantee will complete or cause to be completed all Project activities in accordance with Grantee's proposed design and specifications submitted to Grantor, a copy of which is attached as Exhibit C - WORK PLAN and incorporated herein by this reference, on or before September 30, 2026 (Projected Completion Date). The Project will be considered complete when all Project activities have been completed and Grantor has approved the completion of the Project, the final report required by Section 6.4, and the final request for disbursement.
- 6.2. Grantee is responsible for obtaining all necessary permits and approvals for the Project (including its construction, management, monitoring, operation, use and maintenance), and complying with all federal, state and local statutes, laws, regulations, ordinances, orders and other governmental and quasi-governmental requirements that apply to the Project (including its construction, management, monitoring, operation, use and maintenance).
- 6.3. Grantee shall recognize the cooperative nature of the Project and shall provide credit to the Grantor on signs, demonstrations, promotional materials, advertisements, publications and exhibits prepared or approved by Grantee referencing the Project. Any sign installed on the Property referencing the Project shall be subject to the mutual agreement of Grantor, Grantee and Landowner regarding text, design and location and shall display the logo of Grantor.
- 6.4. Not later than 30 days following the completion of all Project activities Grantee will submit one digital copy of a final report of accomplishments, including pre- and post-Project photographs and a final design or site plan of the Project, to Grantor.

7. BREACH AND REMEDIES

- 7.1. In the event of a breach of Grantee's obligations under this Agreement, Grantor shall give notice to Grantee describing the breach. If Grantee does not cure the breach described in the Grantor's notice within 90 days after the date of Grantor's notice (or, if the breach cannot reasonably be cured within 90 days, Grantee does not commence the cure within the 90-day period and diligently pursue it to completion), then Grantee shall be in default of this Agreement.
- 7.2. In the event of a default by Grantee before the Project is complete then, in addition to any and all other remedies available at law or in equity, Grantor may seek specific performance of this Agreement. Grantee agrees that specific performance is an appropriate remedy because the benefits to Grantor from Grantee's completion of the Project in accordance with this Agreement, as described in Section 2 (Purposes of Grant), are unique and damages would not adequately compensate Grantor for the loss of such benefits.

- 7.3 In the event of a default by Grantee, in addition to any and all other remedies available at law or in equity, Grantor may withhold Grant Funds from Grantee or may require reimbursement of Grant Funds that were disbursed in error due to a breach of the Grant terms, including incorrect billing of indirect costs as identified in Section 5.2.
- 7.4 In the event of a default by Grantee, in addition to any and all other remedies available under this Agreement, at law or in equity, Grantor may require Grantee to reimburse the Grant Funds to Grantor in an amount determined by application of the following Reimbursement Formula:

"Reimbursement Formula"

Formula: Dollar amount of Grant Funds divided by Project Life, times the number of years remaining in the Project Life.

Example: Grantor grants \$50,000 to Grantee for the restoration and enhancement of wetland and riparian habitat, and the Project Life is 25 years. With 10.5 years remaining on the Project Life, the Grantee is in default under the Agreement. The reimbursement amount would be \$21,000, calculated as follows:

$$(\$50,000 \div 25 \text{ years}) \times 10.5 \text{ years} = \$21,000$$

Reimbursement shall be due from Grantee immediately upon written demand by Grantor. Interest shall accrue at the highest rate allowed by law from the time that the reimbursement becomes due until it is actually received by Grantor.

- 7.5 Any costs incurred by Grantor, where Grantor is the prevailing party, in enforcing the terms of this Agreement, including but not limited to costs of suit, attorneys' and experts' fees, at trial and on appeal, and costs of enforcing any judgment, shall be borne by Grantee.
- 7.6 Waiver of any breach or default by Grantee shall not be deemed to be a waiver of any subsequent breach or default, nor shall it constitute a modification of this Agreement.

8. ADDITIONAL TERMS AND CONDITIONS

8.1 Grantee Responsible for Project

While the Grantor undertakes to assist the Grantee with the Project by providing a grant pursuant to this Agreement, the Project itself remains the sole responsibility of the Grantee. Grantor undertakes no responsibilities to the Grantee, the Landowner, or any third party, other than as expressly set out in this Agreement. The responsibility for implementing the Project is solely that of the Grantee, as is the responsibility for any claim or suit of any nature by any third party related in any way to the Project.

8.2 Contracts

All agreements between Grantee and any third party related to the Project must be in writing and contain language that establishes the right of the auditors of the State of California to examine the records of the third party relative to the goods, services,

equipment, materials, supplies or other assistance provided to Grantee for the Project. Grantee shall provide a complete copy of each agreement over \$10,000 to Grantor prior to commencing work.

8.3 Indemnification

To the fullest extent permitted by law, Grantee shall indemnify, protect, and hold harmless the Wildlife Conservation Board and the State of California, and their respective members, officers, agents, employees and representatives, from and against any and all claims, demands, damages, losses, costs (including attorneys' fees), expenses, and liability of any nature (Claims) arising out of or incident to the Project, Grantee's entry upon and use of the Property, and the performance of, or failure to observe or perform, any obligations of the Grantee under this Agreement. The obligations of Grantee under this Section 8.3 include, without limitation, Claims resulting from the generation, use, storage, disposal, release or threatened release of any hazardous or toxic substance, material or waste; petroleum or petroleum products and other substances that present a threat to human health or the environment.

8.4 Amendment; Severability

This Agreement may be modified only by a written amendment signed by Grantor and Grantee. No oral or written understanding or agreement not incorporated in this document shall be binding on the parties.

If any provision of this Agreement or the application thereof to any person or circumstance is held to be invalid or unenforceable, that shall not affect any other provision of this Agreement or applications of the Agreement that can be given effect without the invalid provision or application. To this end the provisions of this Agreement are severable.

8.5 Independent Capacity of Grantee; Withholding and Payments

Grantee, its members, officers, directors, employees, agents, and representatives, is each acting in an independent capacity in entering into and carrying out this Agreement, and not as a partner, member, officer, agent, employee, or representative of Grantor. Grantee is responsible for withholding and paying employment taxes, insurance and deductions of any kind required by federal, state, or local laws.

8.6 No Assignment or Transfer

This Agreement is not assignable or transferable by Grantee, either in whole or in part, without the prior written consent of Grantor which Grantor may grant or withhold in Grantor's discretion.

8.7 Accounting/Records/Audits

Grantee shall maintain complete and accurate records of its actual Project costs, in accordance with generally accepted accounting principles and practices, and shall retain said records for at least three years after final disbursement by Grantor. During such time, Grantee shall make said records available (or cause them to be made available) to the State of California for inspection and audit purposes during normal business hours. Expenditures not documented, and expenditures not allowed under this

Agreement or otherwise authorized in writing by Grantor shall be borne by Grantee. The audit shall be confined to those matters connected with this Agreement, including but not limited to administration and overhead costs.

8.8 Use of Grant Funds to Secure Additional Funding

Grantee agrees that the funding provided under this Agreement shall not be used as cost share for other grants, or to secure loans or other monetary awards without written approval from the Executive Director, Wildlife Conservation Board. Such approval shall not be unreasonably withheld as long as the purposes for which the grant was awarded are maintained.

8.9 Termination or Suspension of Agreement

At any time before Grantee has broken ground on the Project Grantor may terminate this Agreement for any reason by providing Grantee not less than 30 days written notice of termination. In addition, Grantor may suspend this Agreement at any time upon written notice to Grantee. In either case, Grantee shall immediately stop work under this Agreement and take all reasonable measures to prevent further costs to Grantor. The Grantor shall be responsible for reasonable and non-refundable obligations or expenses incurred by the Grantee under this Agreement prior to the date of the notice to terminate or suspend, but only up to the undisbursed balance of funding authorized in this Agreement. Any notice suspending work under this Agreement shall remain in effect until Grantor authorizes work to resume by giving further written notice to Grantee.

8.10 Resolution of Disputes

The State Project Representative is identified on Page 1 of this Agreement. The State Project Representative has initial jurisdiction over each controversy arising under or in connection with the interpretation or performance of this Agreement or disbursement of Grant Funds. The Grantee will diligently pursue with the State Project Representative a mutually agreeable settlement of any such controversy.

If the controversy cannot be resolved between Grantee and the State Project Representative, the Grantee must direct the grievance together with any evidence, in writing, to the Executive Director of the Wildlife Conservation Board. The grievance must state the issues in the dispute, the legal authority or other basis for the Grantee's position and the relief sought.

The Executive Director or designee shall meet with a representative of the Grantee to review the issues. A written decision signed by the Executive Director or designee shall be returned to the Grantee within twenty (20) working days of the conclusion of this meeting.

8.11 Drug-Free Workplace Certification

By signing this Agreement, Grantee hereby certifies under penalty of perjury under the laws of the State of California that Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- 8.11.1 Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- 8.11.2 Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - a) the dangers of drug abuse in the workplace;
 - b) the person's or organization's policy of maintaining a drug-free workplace;
 - c) any available counseling, rehabilitation, and employee assistance programs; and,
 - d) penalties that may be imposed upon employees for drug abuse violations.
- 8.11.3 Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed contract:
 - a) will receive a copy of the company's drug-free policy statement; and,
 - b) will agree to abide by the terms of the company's statement as a condition of employment on the contract.

Failure to comply with these requirements may result in suspension of disbursements under this Agreement or termination of the Agreement or both and Grantee may be ineligible for award of any future state contracts if the Grantor determines that any of the following has occurred: (1) Grantee has made false certification, or (2) Grantee violates the certification by failing to carry out the requirements as noted above.

8.12 Union Organizing

By signing this Agreement, the Grantee hereby acknowledges the applicability to this Agreement of Government Code Sections 16645 through 16649, and certifies that:

- 8.12.1 No state funds disbursed by this grant will be used to assist, promote, or deter union organizing;
- 8.12.2 Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure;
- 8.12.3 Grantee shall, where state funds are not designated as described in 8.12.2 above, allocate, on a pro-rata basis, all disbursements that support the grant program; and
- 8.12.4 If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

8.13 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 California Wildlife Conservation Board and the California Department of Fish and Wildlife 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 to the Department of Industrial Relations (DIR) website at <http://www.dir.ca.gov>. 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.

8.14 Disposition of Equipment

Title or ownership of equipment 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 WCB's Grant Manager.

8.15 Informational Products

All informational products (e.g. data, studies, findings, management plans, manuals, photos etc.) relating to California's natural environment and produced with the use of public funds shall be cataloged in the California Geoportal (<https://gis.data.ca.gov>), maintained by the California Department of Technology.

8.16 Non-Discrimination

During the performance of this Agreement, Grantee shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition, marital status, age (over 40), sex, sexual orientation, or use of family-care leave, medical-care leave, or pregnancy-disability leave. Grantee shall take affirmative action to ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination and harassment. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Grantee shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 (a-f) et seq.), and applicable regulations (California Code of Regulations, Title 2, Section 7285 et seq.). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations) are incorporated by reference into this Agreement. Grantee shall give written notice of its obligations under this non-discrimination clause to labor organizations with which Grantee has a collective bargaining or other agreement and shall post in conspicuous places available to employees and applicants for employment, notice setting forth the provisions of this section. Grantee shall also include the nondiscrimination and compliance provisions of this Agreement in all contracts related to the Project.

8.17 Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state

law. The EO directs state agencies to terminate contracts and grants with, and to refrain from entering any new contracts or grants with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should Grantor determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. Grantor shall provide Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of Grantor.

9. NOTICE OF AGREEMENT

The terms, conditions and restrictions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their personal representatives, heirs, successors, and assigns and shall continue as a servitude running with the Property for the Project Life.

10. AUTHORIZATION

The signature of the Executive Director certifies that at the meeting of the Wildlife Conservation Board held on August 24, 2023, the Board authorized the award of a grant of up to \$1,063,000 to Grantee for the Project.

11. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one, and the same instrument.

12. ELECTRONIC SIGNATURES

The Parties agree to accept electronic signatures (as defined in Section 1633.2 of the California Civil Code), faxed versions of an original signature, or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

13. EFFECTIVENESS OF AGREEMENT

This Agreement shall be deemed executed and effective when fully signed by authorized representative(s) of each of Grantor and Grantee. Each party shall sign original counterparts of this Agreement, by written signature, via DocuSign, or another electronic method acceptable to Grantor. Each fully executed counterpart shall be deemed an original. Grantee shall receive a fully executed original and Grantor shall receive one fully executed original.

Mark West Creek and Wetland Restoration Planning
Grant Agreement Number WC-2380AB
Project ID 2023044

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14. EXHIBITS

Each of the Exhibits referenced in this Agreement is incorporated by reference as though set forth in full herein. The following Exhibits are attached to this Agreement:

Exhibit A – Location Map

Exhibit B – Budget

Exhibit C – Work Plan

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement.

GRANTOR

STATE OF CALIFORNIA
WILDLIFE CONSERVATION BOARD

DocuSigned by:
By: Rebecca Fris
LEAD9B041F6D476...
Rebecca Fris
Acting Executive Director

Date: 9/12/2023

GRANTEE

SONOMA COUNTY REGIONAL PARKS

DocuSigned by:
By: Bert Whitaker
C8D74288EB8C4C7
Bert Whitaker
Director

Date: 8/15/2023

EXHIBIT A – Location Map

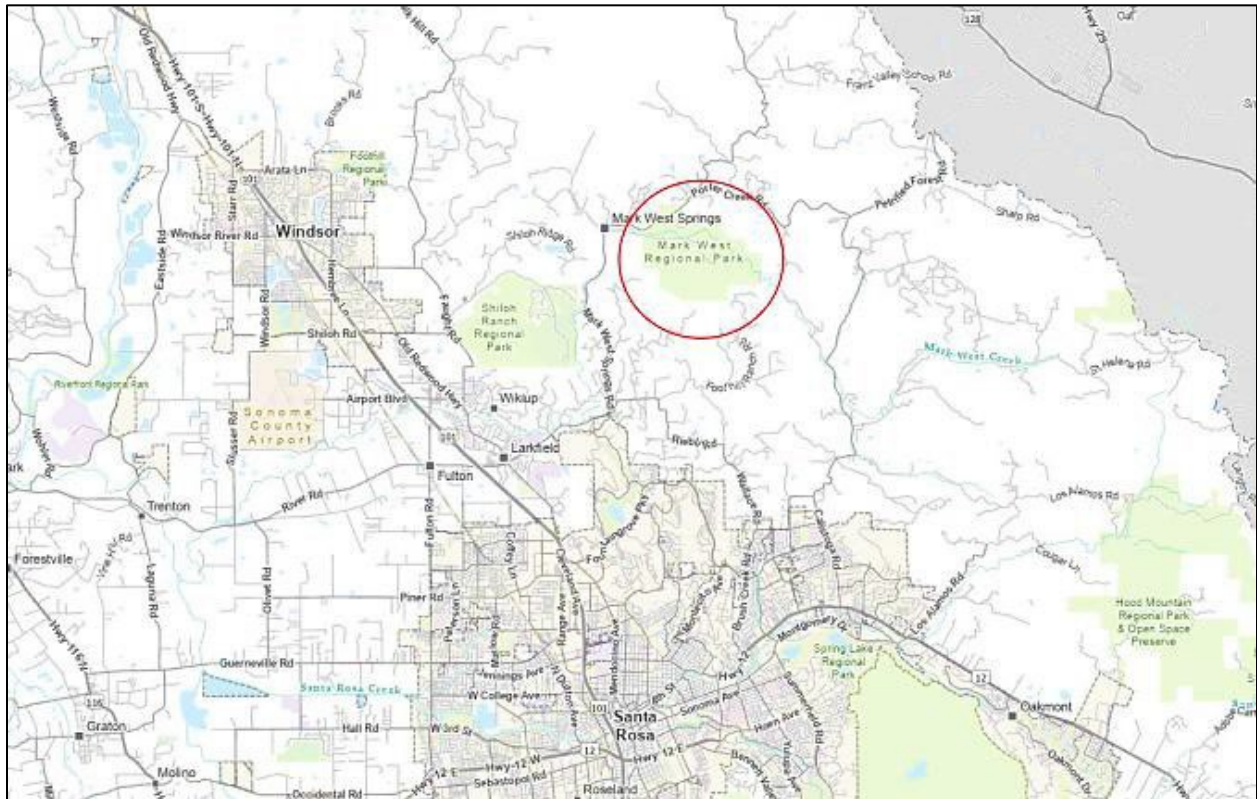


EXHIBIT B - Budget

Project Task	WCB	Non-WCB Funds	Total Cost
Project Management	\$89,460	\$20,000	\$109,460
Technical Advisory Committee, Outreach and Interpretation	\$40,978	\$30,000	\$70,978
Pre-design Studies and Modeling	\$242,001	---	\$242,001
Design and Engineering	\$157,786	---	\$157,786
Resource Surveys and Permitting	\$245,255	---	\$245,255
Construction Documents	\$190,819	---	\$190,819
Indirect Costs	---	\$144,945	\$144,945
Contingency*	\$96,701	---	\$96,701
Total	\$1,063,000	\$194,945	\$1,257,945

*Use of Contingency requires WCB approval

EXHIBIT C – Work Plan

Mark West Creek has been identified by NOAA and CDFW as critical to the recovery of Central California Coast coho salmon. This planning project will accelerate recovery by advancing designs for wetland and creek restoration within Mark West Creek Regional Park and Open Space Preserve (Regional Park). In 2022, Sonoma County Regional Parks (SCRPP) assessed riparian areas on the 1,192-acre property and identified over twenty potential restoration sites to improve salmonid habitat and enhance stream flow in the park. When implemented, the restoration projects will benefit the health and function of the Mark West Creek watershed through improved water quality, enhanced stream flow, improved fish passage, and enhanced habitat for salmonids, including endangered coho salmon. This project will help to improve stream flow and migratory fish access to prime habitat locations in the upper watershed, as well as improving instream habitat in tributaries to Mark West Creek within the Regional Park boundary.

Task 1. Project Management

Grantee will provide overall project coordination; hire an engineering and design contractor; provide staff supervision, contractor oversight, and contract management; coordinate with partners, tribes, and community; assist with field work, and project documentation. General project coordination, invoicing, reporting, and travel (mileage) is included in this task.

Task 2. Technical Advisory Committee, Outreach, and Interpretation

Task 2.1: TAC and Outreach

Grantee will convene technical advisors to review project scope and advise on goals, metrics, and monitoring plan. Technical Advisory Committee members will include: Jessica Pollitz, Engineer at Sonoma RCD; Mia van Docto, Conservation Hydrologist at Trout Unlimited; Matt O'Connor, PhD, Director of O'Connor Environmental, Inc.; Neil Lassettre, PhD, Principal Environmental Specialist at Sonoma Water, Jake Shannon, Restoration Coordination Specialist at the Regional Water Board; Joe Pecharich, Marine Habitat Resource Specialist at NOAA, and possibly others from Ag + Open Space District and CDFW or other partners. The TAC will begin with a field meeting and will proceed with 2 meetings per year to review and discuss project goals and progress, and guide development of the monitoring plan. This task also includes outreach to stakeholders, partners, community, and tribal groups.

Task 2.2 Interpretation Plan for Mark West Creek Regional Park

An interpretation and signage plan will be developed for educating visitors to the Regional Park about Mark West Creek and encouraging stewardship actions throughout the watershed. The plan will identify actionable means for disseminating interpretive messaging including but not limited to the general design, number and locations of

interpretive signs, specific programs that could integrate this content, as well as virtual channels. The plan will also outline specific audiences including possible priority audiences including but not limited to tribal youth, Spanish speaking community members and area middle and/or high schools. The plan will include a robust online bibliography to ensure interpreters have access to the latest science.

Task 3. Pre-Design Studies and Modeling

This task is to further investigate the twenty restoration areas identified in the watershed assessment, as well as the infiltration basin by the park entrance, and to inform designs for all project areas that are feasible. This task will include pre-design surveys such as: topographic and base map surveys, geotechnical borings and monitoring well installation, geotechnical engineering, hydrologic and hydraulic analysis, groundwater, and stream flow monitoring.

A watershed model scaled to the Regional Park site will incorporate new subsurface soil data obtained by the geotechnical contractor focused on characterizing subsurface hydrologic conditions and hydraulic parameters needed to represent shallow aquifers that may be present. Stream channels to be enhanced would also be represented in the new model to simulate both wood loading and grade restoration / planting treatments. Modeling will simulate the proposed stream, wetland and stream flow enhancement in the Regional Park and quantitatively estimate stream flow changes under a range of climate conditions and inform development of the effectiveness monitoring plan. A Hydrologic and Hydraulic Analysis Report will be produced as a deliverable of this task.

Task 4. Design & Engineering

Task 4.1 Restoration Projects

This task will include design concept development for a minimum of five restoration sites based upon the hydrologic and hydraulic analysis, other pre-design surveys, and discussion with TAC and stakeholders. Restoration design development will include field review and agency coordination of the design components such as: wetland depression grading, planting palette, gully fill and stabilization, culvert inlet and outlet rock structures, biotechnical bank stabilization, grade control structures, concrete wier notching, or rock wier backwater structures. This task will also include the development of a Basis of Design report for restoration of wetlands and seasonal tributaries.

Task 4.2 Stormwater Infiltration Basin

The stormwater management designs will be based off concept plans prepared by O'Connor Environmental, Inc. Sonoma RCD will prepare one draft concept and one 30% concept level engineering plan for stormwater management at the entrance to the Regional Park. Stormwater management includes stormwater infiltration basin(s) and

low impact development (LID) measures that will support the development of the park entrance as well as enhance stream flow. The proposed stormwater management improvements will be incorporated with the park's master plan.

Task 5: Resource Surveys and Permitting

Task 5.1: Resource Surveys and Technical Reports

This task will include resource surveys and technical reports about the areas being designed for restoration projects. Surveys will include: habitat assessment, botanical survey, aquatic resource delineation, USFWS biological assessment, NMFS biological assessment, and a cultural resources technical study. In addition, a monitoring plan and metrics for project success will be established under this task.

Task 5.2: Permitting and CEQA

Permitting will include agency coordination with CDFW and RWQCB to obtain the following permits, as necessary: CDFW 1602 LSAA, CDFW Species Take Permit, RWQCB 401 Certification, and USACE 404 Permit. CEQA compliance will be evaluated and developed; the Project team will be pursuing a Statutory Exemption for Restoration Projects (SERP) or the State Water Board's Statewide Restoration General Order (SRGO). Coordination and review by CDFW and the Regional Water Board will be conducted, and the projects will be designed to fit within the allowable actions for either SERP or SRGO.

Task 6: Construction Documents for Restoration Projects

Based on feasibility study outcomes and budget constraints, between five and twenty restoration sites will be developed to full design. This task involves coordination with a design contractor to draft multiple versions of designs, specs, and cost estimates for the restoration project sites. Construction documents will be developed to 30%, 65%, 90%, and finally 100% implementation-ready designs.

Task	Deliverables	Estimated Completion Date
1. Project Management	<ul style="list-style-type: none"> • Quarterly Progress Reports • Invoices • Executed Subcontracts • Final Report 	Throughout the grant to June 2026
2. TAC, Outreach, and Interpretation	<ul style="list-style-type: none"> • TAC Meeting Minutes • Outreach Materials • Interpretation Plan 	Throughout the grant; January 2025

Task	Deliverables	Estimated Completion Date
3. Pre-Design Studies and Modeling	<ul style="list-style-type: none"> • Geotechnical Report • Hydrologic and Hydraulic Analysis Report 	December 2024
4. Design and Engineering	<ul style="list-style-type: none"> • 30% Design • 65% Design • 100% Design and Basis of Design Report for Restoration projects • 30% Design & Feasibility Study Memo for Stormwater Infiltration Basin 	September 2024 February 2025 December 2025 February 2025
5. Resource Surveys and Permitting	<ul style="list-style-type: none"> • Monitoring Plan • Draft permit applications • CEQA compliance documents 	October 2025 March 2026 March 2026
6. Construction Documents	<ul style="list-style-type: none"> • Intermediate (65%) Design Plan Set • Final (100%) Design Plan Set 	May 2025 May 2026



GAVIN NEWSOM, Governor
NATURAL RESOURCES AGENCY
DEPARTMENT OF FISH AND WILDLIFE
WILDLIFE CONSERVATION BOARD
Mailing Address: P.O. Box 944209
Sacramento, California 94244-2090
www.wcb.ca.gov
(916) 445-8448

Date: 9/12/2023

Minona Heaviland
Natural Resources Park Program Supervisor
Sonoma County Regional Parks
minona.heaviland@sonoma-county.org

MARK WEST CREEK AND WETLAND RESTORATION PLANNING
SONOMA COUNTY
GRANT AGREEMENT NO. WC-2380AB
PROJECT ID: 2023044

Dear Minona Heaviland:

Enclosed for your records is a fully executed Grant Agreement for the above referenced project.

This is your Notice to Proceed in accordance with the terms and conditions of the agreement. Please note that all materials must be ordered and work completed by the Projected Completion Date of September 30, 2026 to be eligible for reimbursement. The final invoice for billables within the grant term can be submitted up to 30 days past that date.

Thank you for your interest in working with the Wildlife Conservation Board. If you have any questions, please contact Alyssa Benedetti at alyssa.benedetti@wildlife.ca.gov or (916) 212-0691.

Sincerely,

DocuSigned by:
Rebecca Fris
1EAD9B041E6D476...

Rebecca J. Fris
Acting Executive Director

Enclosure(s)

ec: WCB Administrator

Erin Chappell, Regional Manager
CDFW Bay Delta Region (3)