



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

GAVIN NEWSOM, Governor
CHARLTON H. BONHAM, Director



July 29, 2020

James Vega
City Manager
City of Ojai
408 South Signal Street
Ojai, CA 93023

RE: Q2096005 Middle Stewart Canyon Creek Restoration Project

For your review and signature, please find the following electronic files for the above-referenced Grant Agreement:

Grant Agreement

Acknowledgement of Work Commencement Authorization Disclaimer

If you find changes must be made to the Grant Agreement prior to your signature, please contact your Grant Manager (listed below) for direction.

Once the Watershed Restoration Grants Branch receives notification that all documents have been signed, CDFW will execute the Grant Agreement. You will be notified and provided an electronic copy of the complete signed document via DocuSign for your files. Please note the Grant Agreement will not be effective until fully executed by CDFW.

Questions regarding the services to be performed under this Grant Agreement should be directed to the CDFW Grant Manager Mary Larson at (562) 342-7186.

Sincerely,

John Hurt
Watershed Restoration Grants Branch Records Coordinator



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

GAVIN NEWSOM, Governor
CHARLTON H. BONHAM, Director



July 29, 2020

James Vega
City Manager
City of Ojai
408 South Signal Street
Ojai, CA 93023

RE Q2096005 Middle Stewart Canyon Creek Restoration Project

ACKNOWLEDGEMENT OF WORK COMMENCMENT AUTHORIZATION DISCLAIMER

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

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

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

Authorized Signature

Date

James Vega

Printed Name and Title of Person Signing



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



**PROPOSITION 1 WATERSHED RESTORATION GRANT PROGRAM
MIDDLE STEWART CANYON CREEK RESTORATION PROJECT
GRANT AGREEMENT NUMBER – Q2096005**

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

GRANTEE: City of Ojai
408 South Signal Street
Ojai, CA 93023

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 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 City of Ojai (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, Grantor shall provide Grantee with a maximum of \$864,317 (Grant Funds) to financially support and assist Grantee’s implementation of Middle Stewart Canyon Creek Restoration Project (Project).

2.02 Term: The term of this Agreement is July 15, 2020, or upon Grantor approval, whichever is later, through March 15, 2024 (Agreement Term).

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 this Agreement are eligible for reimbursement from the Grant Funds.

Q2096005
CITY OF OJAI

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 – GENERAL TERMS

- 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 the Project as set forth in Section 6 - Project Statement.
- 5.03 General Grant Provisions:** Public Entities General Grant Provisions (Exhibit 1.a), is attached hereto and made a part of this Agreement.
- 5.04 Amendments:** This Agreement may only be amended in accordance with Section 2 of Exhibit 1.a Grantee shall submit any request to amend any term of this Agreement in writing to the CDFW Grant Manager no later than 120 days prior to the end of the Agreement Term. Grantee must include an explanation of and justification for any such request.
- 5.05 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). 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).
- 5.06 Regulatory Compliance:** Grantee’s implementation of the Project must comply with all applicable federal, state, and local laws, regulations, codes, ordinances, or other rules. Any Project costs incurred by Grantee when Grantee is out of compliance with such local laws, regulations, codes, ordinances, or other rules are not eligible for reimbursement under this Agreement.

Q2096005
CITY OF OJAI

Grantee's implementation of the Project must comply with the California Labor Code. Projects funded in whole or in part with CDFW grant funds may be public works projects under the Labor Code. (See section 1720 et seq.) Labor Code compliance may require the payment of prevailing wage. Grantee is responsible for Labor Code compliance, and Grantor cannot provide advice about Labor Code compliance.

Grantee's implementation of the Project must comply with the California Business and Professions Code. Grantee shall be responsible for obtaining the services of an appropriately licensed professional if required by the Business and Professions Code, including but not limited to Section 6700 et seq. (Professional Engineers Act) and Section 7800 et seq. (Geologists and Geophysicists Act). Grantor cannot provide advice about Business and Professions Code compliance.

- 5.07 Notice to Proceed and Landowner Access:** Grantee must not proceed with on the ground implementation until it has received a Notice to Proceed from the CDFW Grant Manager. The CDFW Grant Manager will not issue a Notice to Proceed until Grantee has secured all required permits, provided copies of such permits to the CDFW Grant Manager, and secured Project Site Access (as defined in Section 6.03.2 of this Agreement) that the CDFW Grant Manager determines is adequate.

SECTION 6 – PROJECT STATEMENT

- 6.01 Introduction:** The Middle Stewart Canyon Creek Restoration Project will enhance flow and restore native southern California live oak riparian habitat by removing hundreds of large non-native, water intensive trees and planting 5,000 native trees, shrubs, and grass. Located adjacent to downtown Ojai, the project area includes 2,400 feet of stream bed and 100 feet up both banks for a total of 10.8 acres. The primary objective is to create healthy habitat for aquatic animals such as southern California steelhead trout (*Oncorhynchus mykiss irideus*) and California red-legged frog (*Rana draytonii*). An additional objective is to prevent the repopulation of invasive plants in recently restored areas downstream in Stewart Canyon Creek and San Antonio Creek. Project leaders will collaborate to engage and educate students, families, and homeowners about health riparian habitat and stream flow and best practices in residential landscaping and livestock waste management to improve local water supplies.
- 6.02 Objectives:** Specific objectives of this Project are to: (1) restore the riparian corridor to benefit anadromous fish populations; (2) improve native riparian habitat through restoration; and (3) engage the community and provide educational opportunities.

It is anticipated that each objective will have specific outcomes:

Q2096005
CITY OF OJAI

Restoration of the riparian corridor will increase stream volume; improve shading of the stream bed to minimize water temperature; eliminate migration barriers from non-native woody debris; improve water quality; and increase the diversity and quantity of aquatic species.

Native riparian habitat restoration will result in eradication of non-native vegetation, and replacement with native grasses, shrubs, and trees so that shading is at or greater than pre-treatment levels and there is an increase of diversity and quantity of native terrestrial species.

Community engagement and education will outreach to a minimum of 100 homeowners, engage with at least 360 volunteers, and at least 100 workshop participants.

6.03 Project Description:

6.03.1 Location: The project is located on approximately 10.8 acres of privately and publicly owned land, including 2,400 feet of stream bed and approximately 100 feet up each bank on the Middle Stewart Canyon Creek. The specific location is within the City of Ojai limits and is bounded by the Ojai City Hall on the north and the confluence of the Middle Stewart Creek and Fox Canyon Barranca to the southwest, in Ventura County California (Project Site) as depicted in the Project Location Map, Attachment 1, which is attached hereto and made part of this Agreement by this reference.

6.03.2 Project Site Access Grantee shall cause the Landowners to give Grantor, and the National Marine Fisheries Service and their employees and agents written permission to access the Project Site at least once every 12 months from the date of Grantor's Notice to Proceed until 25 years after the end of the Agreement Term for purposes of inspections and (Project Site Access). Such access shall be reasonably acceptable to the Landowner(s) and the requester following written or verbal request to Grantee.

6.03.3 Materials and Equipment: Property acquisitions and equipment purchases must comply with Section 21 of Exhibit 1.a. Materials purchased by the Grantee, under this agreement including the following: fencing and fencing supplies; trail construction materials (decomposed granite, edging, gopher net); and native plants, shrubs, and trees. The Grantee will rent a woodchipper for use on the project to reduce disposal costs.

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

Q2096005
CITY OF OJAI

Task 1 – Project Management and Administration

Grantee will provide technical and administrative services associated with implementation of the Project, including managing this Agreement, assuring all permits are finalized, securing Project Site Access, administering subcontracts, invoicing and payments, drafting and finalizing progress and final reports, and data management.

Subtask 1.1 – Executed Subcontracts

Grantee may award subcontracts to qualified consultants or other agencies. Grantee shall select a subcontractor by a process that complies with applicable State and Federal regulations and prepare a legally enforceable contract between Grantee and the selected subcontractors. The contract shall describe the scope of work and the products expected for each subcontractor. Grantee shall submit the subcontract to the CDFW Grant Manager for review and inclusion into the grant file as scheduled in Section 6.03.6 – Schedule and Deliverables. Subcontractor activities will be documented in the Quarterly Progress Reports.

Subtask 1.2 – Published Progress Reports

The Grantee will publish progress reports and data updates to applicable, publicly accessible websites and statewide data systems. This will allow the Grantee to provide real time updates to the local community, landowners and interested public agencies. Grantee will submit the published progress reports to the CDFW Grant Manager as scheduled in Section 6.03.6 – Schedule and Deliverables.

Subtask 1.3 – Data Management and Project Data

Grantee will coordinate data management activities. Grantee shall submit a Data Management Plan. The CDFW Grant Manager will provide Grantee the Data Management Plan form upon request.

Grantee and its subcontractors and/or collaborators are responsible for ensuring that Project data are collected using peer-approved methods, undergo a quality control and accuracy assessment process, include metadata that meet CDFW'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 data have been delivered as required under this Agreement.

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

Q2096005
CITY OF OJAI

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. The purposes for which the data was collected;
6. Definitions of variables, fields, codes, and abbreviations used in the data, including units of measure;
7. The terms of any landowner access agreement(s), if applicable;
8. References to any related CDFW permits or regulatory actions;
9. Peer review or statistical consultation documentation; and
10. Data licensing and disclaimer language.

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 (CNDDB) 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.

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 the CDFW Grant Manager prior to submitting a Final Invoice.

Q2096005
CITY OF OJAI

Task 2. Biological Monitoring & Data Collection

Pax Environmental, a subcontractor, will oversee all biological monitoring for the grant including fish & wildlife monitoring, streamflow data collection, plant removal and planting oversight, which include pre-project surveys, sensitive plant and animal identification training and biological avoidance techniques and on-site biological monitoring. The biological monitoring and data collection will be incorporated within the final report.

Task 3. Cultural Monitoring

A subcontractor to be determined (TBD) will provide cultural resource monitoring for the project. This will be done through direct observation of the project site and during the various project activities. The subcontractor will provide additional consultation with project leads and the Grantee as needed. The cultural resource report will be incorporated within the final report as scheduled in Section 6.03.6 – Schedule of Due Dates and Deliverables

Task 4. Protected Tree Monitoring

A certified Arborist subcontractor (TBD) specializing in identifying and monitoring native, protected tree varieties during the non-native tree removal phase will be part of the project team. This will entail direct observation of the trees within the project boundaries prior to work, marking of the sensitive species and mid-project consultation with project leaders. A protected tree report will be incorporated within the final report as scheduled in Section 6.03.6 – Schedule of Due Dates and Deliverables.

Task 5. Non-Native Small Tree and Understory Removal

The California Conservation Corps (CCC) and Concerned Resource & Environmental Workers (The C.R.E.W.) will remove approximately 378 small non-native trees with a diameter less than 12 inches and all non-native under-canopy plants. The shrubs removal will include removal of the roots, while tree removal will entail cutting each tree to ground level (leaving stump intact).

Task 6. Non-Native Medium and Large Tree Removal

A Certified Arborist subcontractor (TBD) will be brought on to remove all the medium (12-24" diameter) to large (>24" diameter) non-native trees and Mexican Fan Palm trees. The subcontractor will be selected based on experience and the certifications and equipment necessary to remove medium and large (>12- to 24-inch diameter) trees along uneven terrain, with minimal impact on surrounding terrain and native plant species.

Q2096005
CITY OF OJAI

Task 7. Re-Sprout Prevention

Certified Herbicide Technicians (TBD subcontractor) will treat recently cut trees and shrubs to prevent re-sprouting of the non-native plants. This will include, but is not limited to:

1. Herbicide application or solarization,
2. Herbicide application or solarization to newly cut stumps; 2nd application to stumps cut in previous season as needed,
3. Follow-up application in the third season as needed

The subcontractor will have all necessary certification and experience appropriate for minimally invasive application of aquatic-approved herbicides.

Task 8. Native Planting of Trees, Shrubs, and Smaller Plants –

The CCC and the C.R.E.W. will replant the project site with native cuttings, seed mixes, and 1- and 5-gallon containers per the planting palette (Attachment 2), which are sourced locally to ensure better survivability. All planting will be supervised by Pax Environmental botanists.

Task 9. Watering/Weeding – The Grantee and the C.R.E.W. will conduct regular watering either weekly or monthly depending upon the season. They will also perform regular weeding around new plantings, monitor for non-native regrowth and replace any dead native plants. OVLC will also lead volunteer days to assist with planting and weeding events (Task 11).

Task 10. Trail & Seating Area Restoration – The C.R.E.W. will build a trail leading to a seating area that will be utilized for educational workshops, field trips, and community enjoyment. The designated portion of the area is on public property and will discourage unauthorized use of areas not designated for human traffic. The C.R.E.W. will also construct benches that can be used by education groups and the community. The trail and seating area will include:

1. Complete 740 feet of trail, 5 feet wide by 6 inches deep with trail edging, gopher net to discourage potholing and filled with decomposed granite,
2. Complete benches, total of 80 feet of seating.

Task 11. Community Education – The Grantee and their two subcontractors, the Ojai Valley Land Trust (OVLC) and Once Upon a Watershed (OUW), will partner to provide meaningful education and outreach to landowners, the local community, and schools. Community education will include:

1. Community Planting Days: Community participation includes

Q2096005
CITY OF OJAI

more than 100 local volunteers in three planting days coordinated by the OVLC.

2. Workshops: OUW will conduct nine free community workshops on topics related to practices that support healthy riparian habitat and water flow.
3. Field Trips: OUW will conduct riparian restoration education by conducting nine field trips involving 360 local secondary students,
4. Homeowner Education: The Grantee will lead a comprehensive homeowner education program on runoff management, native landscaping practices, and other practices that will support the immediate and long-term health of the local riparian habitat within the project site and other areas within the City of Ojai.

Task 12. Long-Term Management Plan – The Grantee and Pax Environmental will solicit feedback from project partners, the community, and others to develop two plans:

1. Final Long-Term Monitoring and Reporting Plan: Incorporate data collected, community feedback, and leader input to revise long-term
2. Final Long-Term Management Plan: Incorporate data collected, community feedback, and leader input to finalize long-term monitoring and reporting plan.

The intent of the two plans are to ensure long term success and community involvement with these and other ongoing restoration projects occurring in the City of Ojai.

- 6.03.5 Long-Term Maintenance:** Grantee shall ensure that the Project and Project Site are properly operated, used, and maintained consistent with the purposes (as stated in Section 6.01 – Introduction) and objectives (as stated in Section 6.02 – Objectives) of the Project for 25 years after the end of the Agreement Term. Grantor will not fund long-term maintenance activities outside of the Agreement Term. Grantee may contract with Landowner to manage the Project on behalf of Grantee, however, as between Grantor and Grantee such management will remain the responsibility of Grantee.

Q2096005
CITY OF OJAI

6.03.6 Schedule of Due Dates and Deliverables:

<u>Task</u>	<u>Description</u>	<u>Deliverables</u>	<u>Estimated Completion Dates</u>
1	Project Management and Administration	1.1 Executed subcontracts	Due on August 10, 2020
		1.2 Publish progress reports and data updates to applicable, publicly accessible websites and statewide data systems	Due within 30 days following each calendar quarter (March, June, September, December)
		1.3 Project Data: final data collection, assessment, and consultation with staff and subcontractors	March 1, 2024
		Monthly Progress Reports and Invoicing	Due within 5 days of the end of each month
		Annual Reporting	January 5 th of 2021, 2022, and 2023
		Draft Final Report and Draft Final Invoice	February 15, 2024
		Final Report and Final Invoice	March 15, 2024
3	Cultural Monitoring	Cultural Resources Report (Incorporated into the Final Report)	March 15, 2024
4	Protected Tree Monitoring	Protected Tree Report (Incorporated into the Final Report)	March 15, 2024
11	Community Education	11.1 Community Planting Days	February 2023
		11.2 Workshops	October 2023
		11.3 Field Trips	December 2023

Q2096005
CITY OF OJAI

<u>Task</u>	<u>Description</u>	<u>Deliverables</u>	<u>Estimated Completion Dates</u>
		11.4 Homeowner Education	January 2024
12	Management Planning	12.1 Long-Term Monitoring and Reporting Plan	March 15, 2024
		12.2 Long-Term Management Plan	March 15, 2024

SECTION 7 – CONTACTS

A 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 Agreement Term:

CDFW Grant Manager:		Grantee Project Manager:	
Name:	Mary Larson	Name:	Greg Grant
Title:	Sr. Environmental Scientist	Title:	Public Works Director
Address:	4665 Lampson Ave., Suite C, Los Alamitos, CA 90720	Address:	408 South Signal Street Ojai, CA 93023
Phone:	562-342-7186	Phone:	805-646-5581 ext. 251
Email:	mary.larson@wildlife.ca.gov	Email:	grant@ojacity.org

Direct all administrative inquiries to:

CDFW Grant Coordinator:		Grantee Project Coordinator:	
Name:	Elizabeth Buttler	Name:	Andrea Mackey
Title:	Associate Gov. Prog. Analyst	Title:	Administrative Analyst
Address:	P.O. Box 944209 Sacramento, CA 94244	Address:	408 South Signal Street Ojai, CA 93023
Phone:	916-376-8623	Phone:	805-646-5581 ext. 209
Email:	elizabeth.buttler@wildlife.ca.gov	Email:	amackey@ojacity.org

SECTION 8 – REPORTS

8.01 Progress Reports: Grantee shall submit monthly **and annual** progress reports that comply with the requirements below to the CDFW Grant Manager. The CDFW Grant Manager will provide Grantee with progress report templates.

Requirements:

Q2096005
CITY OF OJAI

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. Grantee must submit Monthly Progress Reports, and Annual Progress Reports electronically in PDF or Microsoft Word compatible format and conform to the templates provided by the CDFW Grant Manager.

8.02 Draft and Final Reports: Grantee must submit a draft final report and final report electronically to the CDFW Grant Manager by the dates listed in Section 6.03.6 – Schedule of Due Dates and Deliverables (Draft Final Report and Final Report). The Draft Final Report and Final Report must summarize the life of the Agreement and describe the work and results pursuant to Section 6 - Project Statement. The CDFW Grant Manager will provide Grantee a sample final report template.

8.03 Project Close-Out Summary Report: Grantee must submit a Project close-out summary report to the CDFW Grant Manager in either PDF or Microsoft Word compatible format by the date listed in Section 6.03.6 – Schedule of Due Dates and Deliverables (Project Close-Out Summary Report). 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 (as defined in Section 9.02.2 of this Agreement) with the Project Close-Out Summary Report. The CDFW Grant Manager will provide Grantee with a Project Close-Out Summary Report template.

8.04 Document Accessibility: Grantee must submit all documentation required as part of this agreement to the CDFW Grant Manager in a format that meets web content accessibility standards (<https://www.wildlife.ca.gov/Accessibility>).

SECTION 9 – BUDGET AND PAYMENT

9.01 Budget Details and Funding Summary: Grantor will provide an amount not to exceed \$864,317 as detailed in the Line Item Budget Detail (Budget) below. Grantee will provide \$204,503 in funds or in-kind services as cost share to complete the tasks described in Section 6 – Project Statement. Grantee will provide Grantor accurate records of all cost share with the Final Invoice.

Q2096005
CITY OF OJAI

Line Item Budget Detail	
A. PERSONNEL SERVICES	
Project Manager – Greg Grant – 56 Hrs.	In-kind
Grant Manager – Andrea Mackey – 100 Hrs. @ \$90	\$9,000.00
Subtotal Personnel Services	\$9,000.00
Staff Benefits @ 0%	\$0.00
Subtotal Personnel Services	\$9,000.00
B. OPERATING EXPENSES: GENERAL	
Woodchipper rental	\$7,920.00
Fencing supplies to protect newly planted areas	\$5,000.00
Trail Materials (decomposed granite; edging; gopher net)	\$11,708.00
Native Plants, shrubs, trees	\$42,950.00
Subtotal Operating Expenses: General	\$67,578.00
C. OPERATING EXPENSES: SUBCONTRACTORS	
California Conservation Corps (non-native plant removal and planting)	\$76,800.00
Arborist Report and Monitoring	\$11,000.00
Cultural Resource Monitoring	\$18,400.00
Certified Arborist (Large Tree Removal)	\$376,000.00
Pax Environmental, Inc. (Bio Surveys and Monitoring)	\$80,919.00
The C.R.E.W. (non-native plant removal and native plantings)	\$168,300.00
Ojai Valley Land Conservancy (Volunteer Outreach)	\$5,480.00
Once Upon A Watershed (Ventura Land Trust; Volunteer Outreach)	\$13,000.00
Re-sprout Prevention & Herbicide Technician	\$37,840.00
Subtotal Operating Expenses: Subcontractors	\$787,739.00
D. INDIRECT COSTS	
Indirect Charge Rate 0% (Applies to Sections A + B, and the first \$25K of each subcontractor)	\$0.00
E. GRAND TOTAL (A+B+C+D)	\$864,317

Q2096005
CITY OF OJAI

Funding Sources Summary			
Source of Funds	Cash	In-Kind	Total
CDFW Proposition 1 Grant Program	\$864,317		\$864,317
<i>Other State Agency:</i> California Conservation Corps		\$23,872	\$23,872
Grantee		\$142,900	\$142,900
<i>Other partners:</i> Pax Environmental		\$8,991	\$8,991
The C.R.E.W.		\$18,700	\$18,700
Ojai Valley Land Conservancy		\$8,640	\$8,640
Once Upon A Watershed		\$1,400	\$1,400
Total Project Cost	\$864,317	\$204,503	\$1,068,820

9.01.1 Budget Flexibility: Any change to the Budget must comply with Section 5.04 of this Agreement. Grantee may submit requests to revise the Budget to the CDFW Grant Manager. Grantor has sole discretion to approve or deny such requests.

The CDFW Grant Manager has authority to approve Grantee requests to revise the Budget by moving up to 10% of the Grant Funds from one line item to another **within** a Budget category (e.g., Field Supplies to Travel, within Category B: Operating Expenses) and that meet the following criteria:

1. Are consistent with the purpose, objectives, and description of the Project as detailed in Section 6 - Project Statement;
2. Do not increase or decrease the amount of Grant Funds; and
3. Do not substitute key personnel.

All other Grantee requests to revise the Budget may only be authorized by the Chief of CDFW's Watershed Restoration Grants Branch or other person with authority to sign agreements on behalf of CDFW.

9.02 Payment Provisions

9.02.1 Disbursements: Grantor will disburse Grant Funds to Grantee not more frequently than monthly in arrears, upon receipt of an original itemized invoice and any required mandatory documentation as identified in Section 6.03.6 – Schedule of Due Dates and Deliverables.

Disbursements will be mailed to the following Grantee address:

Q2096005
CITY OF OJAI

Grantee Name:	City of Ojai
Attention:	Greg Grant
Address:	408 South Signal Street Ojai, CA 93023

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 report may be in the form of a Monthly Progress Report. The final invoice must include a budget summary of all cost share expenditures by fund source, as applicable (Final Invoice). The CDFW Grant Manager will provide Grantee with a sample invoice template. The Final Invoice is due in accordance with Section 6.03.6 – Schedule of Due Dates and Deliverables. The invoice package must be either mailed hard copy or electronic submission to the CDFW Grant Manager.

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 the CDFW Watershed Restoration Grants Branch as the entity 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., Q2096005-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 Agreement;
9. The original signature of Grantee; and
10. Grantee must provide supporting documentation for the invoice and actual receipts.

Q2096005
CITY OF OJAI

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: James Vega
Title: City Manager
Date: _____

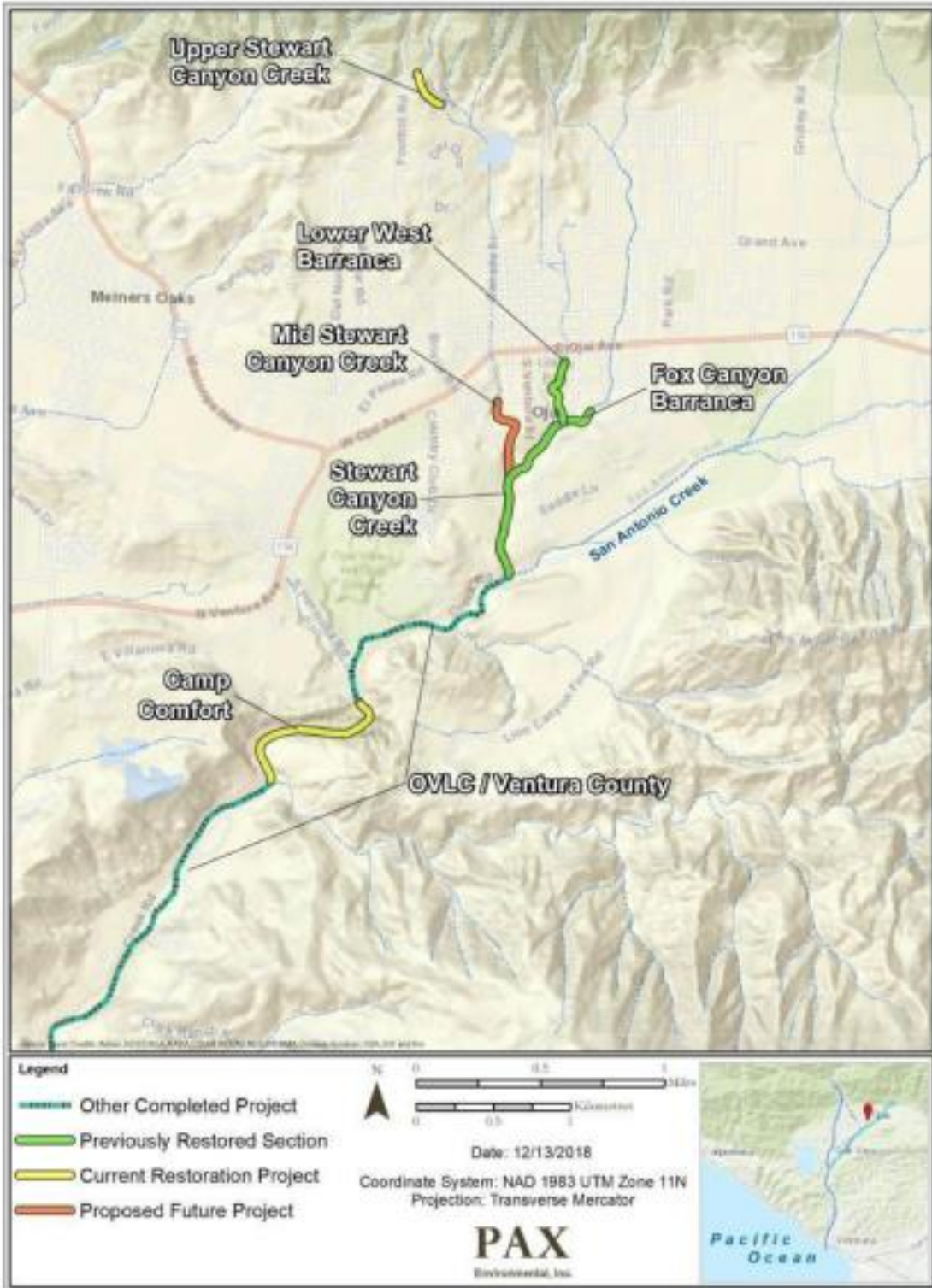
CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

By:
Signature: _____
Printed Name: Matt Wells
Title: Chief, Watershed Restoration Grants Branch
Date: _____

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

Q2096005
CITY OF OJAI

Attachment 1- Project Location Map



Q2096005
CITY OF OJAI

ATTACHMENT 2. PLANTING PALETTE

Scientific Name	Common Name	Size
Container Trees/Herbaceous Plants		
<i>Juglans californica</i>	black walnut	5 gallon
<i>Platanus racemosa</i>	California sycamore	5 gallon
<i>Quercus agrifolia</i>	coast live oak	5 gallon
<i>Quercus lobata</i>	valley oak	5 gallon
<i>Rhus aromatica</i>	fragrant sumac	5 gallon
<i>Artemisia californica</i>	California sagebrush	1 gallon
<i>Baccharis pilularis</i>	coyote brush	1 gallon
<i>Eriogonum fasciculatum</i>	California buckwheat	1 gallon
<i>Frangula californica</i>	coffee berry	1 gallon
<i>Rosa californica</i>	California blackberry	1 gallon
<i>Sambucus mexicana</i>	elderberry	1 gallon
<i>Symphoricarpos mollis</i>	snowberry	1 gallon
Cuttings		
<i>Salix lasiolepis</i>	Arroyo willow	48 inch cutting
<i>Salix exigua</i>	Sandbar willow	48 inch cutting
<i>Baccharis salicifolia</i>	mulefat	48 inch cutting
Seed Mix		
<i>Elymus triticoides</i>	beardless wild rye	2 pounds per acre
<i>Artemisia californica</i>	California sagebrush	2 pounds per acre
<i>Elymus condensatus</i>	giant wild rye	2 pounds per acre
<i>Stipa pulchra</i>	purple needle grass	2 pounds per acre
<i>Pseudognaphalium californicum</i>	California everlasting	2 pounds per acre
<i>Ambrosia psilostachya</i>	western ragweed	2 pounds per acre
<i>Elymus glaucus</i>	blue wild rye	1 pound per acre
<i>Eschscholzia californica</i>	California poppy	1 pound per acre
<i>Artemisia douglasiana</i>	mugwort	1 pound per acre



CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
EXHIBIT 1a – PUBLIC ENTITIES GENERAL GRANT PROVISIONS

Q2096005
CITY OF OJAI

1. **APPROVAL**: This Agreement is of no force or effect until signed by both Parties and approved by CDFW or Grantor. 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 this Agreement is binding on either of the Parties.
3. **ASSIGNMENT**: This Agreement is not assignable by Grantee, either in whole or in part, without the consent of CDFW in the form of a formal written amendment.
4. **AUDIT**: Grantee agrees that CDFW, the Department of General Services (DGS), 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 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 CDFW. Grantee acknowledges and promises that CDFW is not acting as an employer to any individuals furnishing services or work pursuant to this Agreement.



CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
EXHIBIT 1a – PUBLIC ENTITIES GENERAL GRANT PROVISIONS

Q2096005
CITY OF OJAI

- 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):** 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 Agreement only if approved in the budget detail and payment provisions section.
- 11. RIGHTS IN DATA:** 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, Grantee may copyright the same, except that, as to any work which is copyrighted by Grantee, the State reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.
- 12. CONTINGENT FUNDING:** It is mutually understood between the Parties that this Agreement may have been written before ascertaining the availability of State appropriation of funds for the mutual benefit of both Parties in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

This Agreement is valid and enforceable only if sufficient funds are made available pursuant to the California State Budget Act for the fiscal year(s) covered by this Agreement for the purposes



CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
EXHIBIT 1a – PUBLIC ENTITIES GENERAL GRANT PROVISIONS

Q2096005
CITY OF OJAI

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 Grant 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, Grantee shall immediately provide CDFW an accounting of all funds received under this Agreement and return to CDFW all Grant 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: Grantee shall protect from disclosure all information made available by CDFW. Grantee shall not be required to keep confidential any data or information which is publicly available, independently developed by 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 CDFW. The disclosure statement shall include this 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 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. Grantee shall include in each of its subcontracts for work under this Agreement, a provision which incorporates the requirements stated within this section.



CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
EXHIBIT 1a – PUBLIC ENTITIES GENERAL GRANT PROVISIONS

Q2096005
CITY OF OJAI

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

- a. Grantee shall submit any subcontracts to CDFW 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, CDFW Grant Manager shall be notified immediately, in writing.

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 CDFW, and any subcontractor(s) and no subcontract shall relieve Grantee of its responsibilities and obligations hereunder. Grantee agrees to be as fully responsible to CDFW 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 Grantee. Grantee's obligation to pay its subcontractor(s) is an independent obligation from CDFW's obligation to make payments to Grantee. As a result, CDFW shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.

18. TRAVEL AND PER DIEM (if applicable): 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 California Department of Human Resources travel reimbursement guidelines. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from CDFW.

19. LIABILITY INSURANCE (as applicable): Unless otherwise specified in the Agreement, when Grantee submits a signed Agreement to the State, 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 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.



CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
EXHIBIT 1a – PUBLIC ENTITIES GENERAL GRANT PROVISIONS

Q2096005
CITY OF OJAI

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 this Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the (DGS), and Grantee agrees that no work or services shall be performed prior to giving of such approval. In the event 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 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, 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:** Grantee represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with CDFW.
- 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.

Grantee may purchase property under this Agreement only if specified in the Budget section. All property purchased by Grantee is owned by Grantee. CDFW does not claim title or ownership to



CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
EXHIBIT 1a – PUBLIC ENTITIES GENERAL GRANT PROVISIONS

Q2096005
CITY OF OJAI

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 Grantee are reimbursed by CDFW, 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 Agreement. Said paid receipts shall be attached to Grantee's invoice(s).

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

Prior written authorization by the CDFW Grant Manager shall be required before Grantee will be reimbursed for any property purchases not specified in the budget. 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 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 Grantee under this 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.