

99B149

149

4.5 PSP Cover Sheet (Attach to the front of each proposal)

Proposal Title: Northwestern Suisun Marsh habitat Restoration Project
 Applicant Name: California Department of Water Resources
 Mailing Address: 3251 "S" Street Sacramento CA 95816
 Telephone: (916) 227-7522
 Fax: (916) 227-7534
 Email: tgaines@water.ca.gov

Amount of funding requested: \$ 500,000 for 2 1/2 years

Indicate the Topic for which you are applying (check only one box).

- | | |
|---|---|
| <input type="checkbox"/> Fish Passage/Fish Screens | <input type="checkbox"/> Introduced Species |
| <input checked="" type="checkbox"/> Habitat Restoration | <input type="checkbox"/> Fish Management/Hatchery |
| <input type="checkbox"/> Local Watershed Stewardship | <input type="checkbox"/> Environmental Education |
| <input type="checkbox"/> Water Quality | |

Does the proposal address a specified Focused Action? yes no

What county or counties is the project located in? Solano County

Indicate the geographic area of your proposal (check only one box):

- | | |
|---|---|
| <input type="checkbox"/> Sacramento River Mainstem | <input type="checkbox"/> East Side Trib: _____ |
| <input type="checkbox"/> Sacramento Trib: _____ | <input checked="" type="checkbox"/> Suisun Marsh and Bay |
| <input type="checkbox"/> San Joaquin River Mainstem | <input type="checkbox"/> North Bay/South Bay: _____ |
| <input type="checkbox"/> San Joaquin Trib: _____ | <input type="checkbox"/> Landscape (entire Bay-Delta watershed) |
| <input type="checkbox"/> Delta: _____ | <input type="checkbox"/> Other: _____ |

Indicate the primary species which the proposal addresses (check all that apply):

- | | |
|--|--|
| <input type="checkbox"/> San Joaquin and East-side Delta tributaries fall-run chinook salmon | <input type="checkbox"/> Spring-run chinook salmon |
| <input type="checkbox"/> Winter-run chinook salmon | <input type="checkbox"/> Fall-run chinook salmon |
| <input type="checkbox"/> Late-fall run chinook salmon | <input type="checkbox"/> Longfin smelt |
| <input checked="" type="checkbox"/> Delta smelt | <input type="checkbox"/> Steelhead trout |
| <input checked="" type="checkbox"/> Splittail | <input type="checkbox"/> Striped bass |
| <input type="checkbox"/> Green sturgeon | <input type="checkbox"/> All chinook species |
| <input checked="" type="checkbox"/> Migratory birds | <input type="checkbox"/> All anadromous salmonids |
| <input checked="" type="checkbox"/> Other: <u>salt marsh harvest mouse</u> | |
| <u>cCalifornia clapper rail</u> | |

Specify the ERP strategic objective and target (s) that the project addresses. Include page numbers from January 1999 version of ERP Volume I and II:

Delta Aquatic Foodwebs page 144 ERPP Vol 11
Tidal Sloughs page 145 ERPP Vol 11
Saline Emergent Wetlands page 146 ERPP Vol 11
delta smelt pg 21 vol 1 California clapper rail pg 31 vol. 1 black rail pg 31
Suisun song sparrow pg. 31 salt marsh harvest mouse pg 32

Indicate the type of applicant (check only one box):

- | | |
|--|---|
| <input checked="" type="checkbox"/> State agency | <input type="checkbox"/> Federal agency |
| <input type="checkbox"/> Public/Non-profit joint venture | <input type="checkbox"/> Non-profit |
| <input type="checkbox"/> Local government/district | <input type="checkbox"/> Private party |
| <input type="checkbox"/> University | <input type="checkbox"/> Other: _____ |

Indicate the type of project (check only one box):

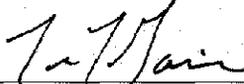
- | | |
|--|---|
| <input checked="" type="checkbox"/> Planning | <input type="checkbox"/> Implementation |
| <input type="checkbox"/> Monitoring | <input type="checkbox"/> Education |
| <input type="checkbox"/> Research | |

By signing below, the applicant declares the following:

- 1.) The truthfulness of all representations in their proposal;
- 2.) The individual signing the form is entitled to submit the application on behalf of the applicant (if the applicant is an entity or organization); and
- 3.) The person submitting the application has read and understood the conflict of interest and confidentiality discussion in the PSP (Section 2.4) and waives any and all rights to privacy and confidentiality of the proposal on behalf of the applicant, to the extent as provided in the Section.

Terri Gaines

Printed name of applicant



Signature of applicant

Northeastern Suisun Marsh Habitat Restoration Project

Prepared in Response to:

CALFED Bay-Delta Program
Proposal Solicitation Package
February 1999
Ecosystem Restoration Projects and Programs

Applicant:

California Department of Water Resources
Environmental Services Office
Suisun Marsh Branch
3251 "S" Street
Sacramento, California 95816

Principle Investigator:

Terri Gaines, Environmental Specialist III
California Department of Water Resources
Suisun Marsh Branch
3251 "S" Street
Sacramento, California 95816
Phone (916) 227-7522; Fax (916) 227-7554
Email: tgaines@water.ca.gov

Type of Organization:

State Agency

Implementation Participants/Collaborators:

The Suisun Marsh Preservation Agreement Environmental Coordination Advisory Team (ECAT), made up of participants from California Department of Water Resources (DWR), the California Department of Fish and Game (DFG), U.S. Bureau of Reclamation and Suisun Resource Conservation District, with the US Fish and Wildlife Service, National Marine Fisheries Service, and the US Army Corps of Engineers participating in an advisory role, will provide oversight for this restoration effort. In addition to participation by ECAT members, implementation, guidance, and assistance will be provided by Jean Witzman-DWR, Patty Finrock-DWR, Liz Cook-DWR, Carl Wilcox-DFG, and Pam Muick-Solano County Farmlands and Open Space Foundation. Coordination with the Hill Slough West Habitat Restoration Demonstration Project will be through Frank Wernette-DFG.

Executive Summary Northeastern Suisun Marsh Habitat Restoration Project

Applicant: Ca Department of Water Resources
Environmental Services Office
3251 "S" Street, Sacramento, California
Phone (916) 227-7522

Project Description: The Northeastern Suisun Marsh Restoration Project is a proposal for tidal restoration in the northeastern Suisun Marsh, Solano County. The objective of the project is to acquire, in fee-title, a managed wetland in the northeastern Suisun Marsh, open the parcel to tidal action, restore a low-marsh, high-marsh, and upland transition zone and develop and implement a monitoring program. Currently, three private landowners in the northeastern Suisun Marsh have expressed interest in selling their property. These properties are currently managed wetlands and all include a wetland/low marsh/high marsh/upland transition zone and are suitable for restoration.

Primary benefits: This proposal addresses several of the goals identified in the CALFED Strategic Plan of Ecosystem Restoration including Goal 1-Native Species Recovery and Conservation, Goal 2- Rehabilitation and Protection of Natural Processes, and Goal 4- Habitats, Priority habitats; Tidal Saline Emergent Wetlands Habitat and Tidal Sloughs. It also addresses primary species including California clapper rail, listed and sensitive plants, winter-run and spring-run chinook salmon, delta smelt, splittail, salt marsh harvest mouse and secondary species; migratory birds such as waterfowl.

Proposed Restoration Approach: Our basic approach is to promote a self-sustaining marsh ecosystem through restoration of natural edaphic, topographic, and tidal conditions within an area that has been leveed off from tidal influence. We will rely on natural abiotic and biological successional processes to promote gradual marsh regeneration, rather than employing an aggressive approach that would entail extensive grading, planting and seeding. Primary restoration methods will entail breaching or completely removing levees, allowing the natural processes to occur.

Costs: The applicant requests \$500,000 from CALFED to match with an equal amount of Suisun Marsh Mitigation Agreement Funds to fund this proposal. The Suisun Marsh Preservation Agreement parties have determined that the last installment of the Suisun Marsh Mitigation Agreement funds will be allocated for multi-species management in the Suisun Marsh. The funds provided by CALFED will go beyond mitigation requirements and help leverage funding provided through the Suisun Marsh Mitigation Agreement to enable Suisun Marsh wetland managers and ECAT agencies to restore a larger mosaic of tidal wetlands in the Suisun Marsh. We will implement the plan in five phases. We are requesting funding to complete Phases I through III which would include developing an acquisition strategy including site selection criteria, acquiring the property from willing sellers, conducting a topographic survey and hydrologic evaluation, conducting pre-project monitoring, completing environmental documentation and obtaining permits.

Adverse/Third party impacts: Mitigation may be required for lost managed wetland values. Tidal restoration may pose a flood risk to adjacent lands.

Applicant Qualifications: The Project Team for this wetlands restoration effort is composed of experienced botanists and wildlife biologists and specialists in the science of restoration. Mr. Carl Wilcox is a DFG expert in environmental review and regional fish, wildlife, and wetlands planning. Pam Muck is the Executive Director of the Solano County Farmlands and Open Space Foundation with years of experience in wetland restoration. Frank Wernette is a DFG Senior Wildlife Biologist with 25 years of experience in Bay-Delta and wildlife management experience. Terri Gaines is a DWR Environmental Specialist III with 7 years experience working in Suisun Marsh and coordinating planning activities and preparing environmental documentation and permit requirements for SMPA activities and the proposed Amendment Three.

The Suisun Marsh Preservation Agreement Environmental Coordination Advisory Team (ECAT), made up of participants from California Department of Water Resources (DWR), the California Department of Fish and Game (DFG), U.S. Bureau of Reclamation and Suisun Resource Conservation District, with the US Fish and Wildlife Service, National Marine Fisheries Service, and the US Army Corps of Engineers participating in an advisory role, will provide oversight for this restoration effort.

Monitoring and Data Evaluation: This project includes both a pre-project and post-implementation monitoring component. This proposal will fund pre-project vegetation, habitat, SMHM, fisheries and water quality evaluations. This monitoring would be integrated with CMARP and expand on existing monitoring programs. Existing agency approved monitoring protocol will be followed.

Local Support/Coordination with other programs: The SRCD is a member of ECAT and will participate on the implementation team. SRCD is also one of the four signatories of the Suisun Marsh Preservation Agreement and is the local agency that represents the 158 individual ownerships in the Suisun Marsh. SRCD also acts a liaison between property owners and federal and State agencies, including DWR. The Solano County Farmlands and Open Space Foundation is another local agency which supports tidal restoration in this region and this project and will participate on the implementation team.

The project implements an ecosystem based approach because the northeastern Marsh has been identified in the Baylands Ecosystem Habitat Goals Report as an area particularly suitable for tidal restoration, and is expected to be identified in the soon to be released USFWS tidal marsh recovery plan. It offers a step in developing a larger scale, more contiguous restoration effort that could eventually join Nurse and Hill Slough. Tidal restoration in the Suisun Marsh has been identified as a focused action by CALFED for habitat restoration. The proposed will coordinate restoration efforts in the Proposed Northeastern Suisun Marsh with tidal restoration occurring along Hill Slough.

Compatibility with CALFED objectives: The project is consistent with long-term wetland goals being developed for San Francisco Bay wetlands and the tidal wetlands recovery efforts of the USFWS. It would fulfill with the visions, implementation objectives, and targets for CALFED's ERPP. The project is compatible with the objectives of other CALFED programs and does not conflict with any of the potential water and storage conveyance alternatives.

Project Description and Approach

The Northeastern Suisun Marsh Restoration Project is a proposal for tidal restoration in the northeastern Suisun Marsh, Solano County. The objective of the project is to acquire, in fee-title, a managed wetland in the northeastern Suisun Marsh, open the parcel to tidal action, restore a low-marsh, high-marsh, and upland transition zone and develop and implement a monitoring program. This region of the Marsh has been identified in the Baylands Ecosystem Habitat Goals Report as an area particularly suitable for tidal restoration, and is expected to be identified in the soon to be released USFWS tidal marsh recovery plan.

We request \$500,000 from CALFED to match with an equal amount of Suisun Marsh Mitigation Agreement Funds to fund this proposal. Partners such as the DFG, DWR, USBR, SRCD, USFWS, ACOE and the Solano Farmlands and Open Space Foundation will participate in implementing the overall plan.

Currently, three private landowners in the northeastern Suisun Marsh have expressed interest in selling their property. These properties all include a wetland/low marsh/high marsh/upland transition zone and are suitable for restoration. The three parcels are seasonal wetlands currently managed for waterfowl. Locations of the parcels are shown on Figure 1:

The Branscombe Ranch (Club # 302) is a 290 acre parcel located on Luco Slough in the northeastern Suisun Marsh. The parcel has approximately 105 acres of wetlands and the remainder uplands. While operated as managed wetlands, the pond areas have been only minimally disturbed. The ponds have not been disked, burned or laser leveled, and the natural (pre-diking) channels within the pond area appear to be intact. There is one small levee on the southern end of the parcel; therefore, only minimal physical modifications would be required to restore tidal action. The wetlands contain a diverse assemblage of wetland vegetation, which supports wildlife such as waterfowl and wading birds. The upland portion of the parcel is grazed by cattle. The Branscombe Ranch includes the historical remnant channel of Luco Slough. Breaching or removing the levee on this parcel would hydrologically reconnect Luco Slough.

Black Mallard Club (Club #207) is located along the upper reaches of Hill Slough. The club is a 262 acre parcel comprised of 126 acres of managed wetland, 54 acres of tidal wetland and 72 acres of upland. The parcel has been primarily managed for cattle grazing. Restoration of this property would involve breaching an existing exterior levee along the north edge of Hill Slough. Only minimal physical modifications would be required to restore tidal action.

Meins Landing (Club # 631) is located south of Birds Landing Road and to the north and east of Montezuma Slough. The club is 668 acres of which 504 is managed wetland, 63 acres is upland, 60 acres is permanent pond, and 39 acres is tidal wetland. Culverts are used to flood and drain into Montezuma Slough. The club utilizes a natural south-north land gradient and an extensive ditch system to circulate water within the managed ponds. This club is located north of the proposed Montezuma Wetlands Project, and if selected and implemented, would extend the northern edge of tidal restoration north of that project.

Proposed Restoration Approach: Our basic approach is to promote a self-sustaining marsh ecosystem through restoration of natural edaphic, topographic, and tidal conditions within an area that has been leveed off from tidal influence. We will rely on natural abiotic and biological successional processes to promote gradual marsh regeneration, rather than employing an aggressive approach that would entail extensive grading, planting and seeding. Primary restoration methods will entail breaching or completely removing levees, allowing the natural processes to occur. The condition of natural channels within the managed wetlands will be included in the site selection criteria, to allow for restoration without reconstructing channels. An experimental reintroduction of sensitive plant may be attempted. A program of invasive species management would be included.

Project phases: We will implement the plan in five phases. We are requesting funding to complete Phases I through III. If funds are available because land acquisition costs are less than estimated, the balance would be used to begin Phase IV.

Phase I: Develop an acquisition strategy including site selection criteria, and acquire the property from willing sellers.

Phase II: Conduct a topographic survey and hydrologic evaluation. We will develop an engineering-level restoration plan, and refined cost estimate based on a thorough understanding of the site's hydrology and topography. We will develop, or contract for, and implement a pre-project monitoring program expanding on existing Suisun Marsh monitoring efforts following the existing agency approved protocols.

Phase III: Complete environmental documentation and obtain necessary permits.

Phase IV: Execute the plan and begin tidal restoration.

Phase V: Monitor, through contract, wetland biological community development. We may try test plantings of rare plants. We would also continue monitoring for SMHM and other sensitive species.

Specific tasks needed to implement Phases I, II, and III: The following tasks for Phases I, II and III will take place over the course of 2 ½ years. Schedule estimates are based on the assumption that this proposal would be approved and Phase I would begin on October 1, 1999.

Task 1: Project Management: DWR as the lead agency will provide project management and coordination of this project. Terri Gaines as the Principal Investigator, will recruit and coordinate the implementation and advisory teams, provide contract management, complete and forward to CALFED or the appropriate agencies any subsequent documentation as specified in the PSP. An email reflector will be set up to disseminate information to team members and interested parties. This task is underway. Deliverables: CALFED Proposal. CALFED Costs: \$7,500.

Task 2: Form an advisory or steering group: This advisory group is an interdisciplinary interagency team that will develop site selection criteria and conduct detailed site investigations with the goal of acquiring a parcel suitable for restoration. The core of that

team has already been formed. Additional members will be added early in Phase I. The advisory group would develop acquisition criteria and frame management strategies for the restoration of the parcel. Completion date: December 1999. Deliverables: acquisition criteria. CALFED Cost: \$10,000.

Task 3: Develop pre-project monitoring plans. The implementation team will work with the advisory group to determine pre-project monitoring needs and develop a pre-project monitoring program. Deliverables: monitoring plans. Completion date: January 2000. Estimated CALFED cost: \$15,000

Task 4: Explore agreement with UC Davis Wetlands Research Lab. In the event that the project receives CALFED funding, the project applicant will explore the possibility of preparing an interagency research agreement with the UC Davis Wetlands Research Lab for pre-project wetland habitat assessment (vegetation) and to develop a strategy for implementation monitoring. Deliverables: a contract and preliminary monitoring plan. Completion date: January 2000. Estimated CALFED Cost: \$73,000.

Task 5: Purchase Parcel: The advisory team would recommend a parcel to ECAT, who in turn would recommend to the Suisun Marsh Coordinators the purchase a parcel(s). Deliverables: purchase contract and agreements. Completion date: March 2000. Estimated CALFED cost: \$150,000 - \$300,000, depending on the parcel(s) selected.

Task 6: Complete a detailed topographic survey: If appropriate, we will complete a detailed topographic survey using one-foot elevation increments with additional spot elevations. Deliverables: final map along with the electronic data to ECAT. Completion date: July 2000. Estimated CALFED cost: \$12,500.

Task 7: Perform hydrologic and site assessment: If the implementation team feels it necessary, a consultant would be selected to perform a complete hydrologic assessment of the site. The consultant would complete a report on the physical modifications required for restoration and cost estimates. Deliverables: Report and cost estimates. Completion date: December 2000. Estimated cost: \$67,500.

Task 8: Begin environmental compliance and permitting: The project applicant will start the environmental compliance and permitting required to carry out the project. Deliverables: Draft Environmental Assessment/Initial Study and draft ACOE permit application. Completion date: March 2001. Estimated cost: \$14,500.

Inseparable tasks: Tasks one through five are inseparable and will serve as the foundation of the success of this tidal wetlands restoration effort. The need for tasks six and seven are dependent on the parcel selected and the implementation strategy. Task eight is crucial to ensure the project is implemented successfully and can serve as a demonstration project for future larger scale restoration efforts. Phases IV (implementation) and V (monitoring) will begin once Phases I through III are completed.

Ecological/Biological Benefits

Ecological/Biological Objectives: The scientific hypothesis to be addressed is to evaluate the biological and ecological functions of the restored ecosystem resulting from the conversion of managed wetlands to a tidal regime. Detailed hypotheses to be evaluated are presented in the Monitoring and Data Collection Methodology section below.

Primary benefits are that this proposal addresses several of the goals identified in the CALFED Strategic Plan of Ecosystem Restoration including Goal 1-Native Species Recovery and Conservation, Goal 2- Rehabilitation and Protection of Natural Processes, and Goal 4- Habitats, Priority habitats; Tidal Saline Emergent Wetlands Habitat and Tidal Sloughs. It also addresses primary species; California clapper rail, listed and sensitive plants, winter-run and spring-run chinook salmon, delta smelt, splittail, salt marsh harvest mouse and secondary species; migratory birds such as waterfowl. Benefits of the project include addressing the following:

- Restored ecological processes and functions associated with tidal wetlands.
- Reversal of physical isolation of marsh plain
- Restored habitat for restoration of rare plant communities.
- Increased wintering waterfowl use by diving ducks.
- Reduced subsidence.

A secondary benefit of implementing the plan is that it would begin to solicit the interest of other parties to participate in additional restoration efforts. Completion of this project will provide realistic expectations, timelines, and cost for restoring tidal wetlands in the Suisun Marsh. This will allow CALFED to accurately forecast costs of meeting its restoration targets in the Suisun Marsh. In addition, landowners, wetland managers, and local communities will have become involved in the process and have a stronger understanding of CALFED's objectives.

The proposed Northeastern Suisun Marsh project will contribute to meeting the implementation objective for the tidal brackish and freshwater marsh special-status plant species by protecting existing populations and restoring habitat to promote the establishment of additional populations. The project will help address the general goals for the tidal brackish marsh special-status plant species of maintaining genetic diversity, preventing species extinction from localized catastrophic occurrences, and promoting the sustainability of each species. Two plant species could benefit the most, soft bird's-beak and Suisun thistle.

The proposed project will help ensure the long-term viability of the site by restoring tidal action and natural hydrologic and sedimentation processes. Restoring these processes will enable the site to sustain itself even with sea level rise. Once restoration is completed, maintenance activities will be minor. The durability of the project will be achieved upon completion. The property will be retained and managed by the DFG or ownership will be transferred to a local non profit or land trust. In either case, Suisun Marsh Preservation Agreement ECAT will require assurances that the property will be devoted to its intended restoration purpose in perpetuity.

Linkages: This project would complement Suisun Marsh Preservation Agreement

Amendment Three mitigation objectives for multi-species management in the Suisun Marsh. Also, coordination between this project and the Hill Slough West Habitat Restoration Project, funded by CALFED in a previous grant cycle, will occur to the benefit of both projects. Several of the implementation team members are also on the Hill Slough project.

Applicable ERPP Objectives: The Northeastern Suisun Marsh Habitat Restoration Project will address several specific resource elements for which CALFED has identified implementation objectives and targets in its (ERPP). The area addressed is the Suisun Bay and Marsh Ecological Unit of the Suisun Marsh/North San Francisco Bay Ecological Zone. Examples include:

Bay-Delta Aquatic Foodweb (page 144, ERPP Vol.II)-The proposed project will help to maintain, improve, and restore the amount of basic nutrients available to estuarine and riverine systems to provide a sustainable level of food web productivity. The proposed project will address the target by increasing primary and secondary nutrient production in the Suisun Marsh.

Tidal Sloughs (page 145, ERPP Vol II)-The proposed project will help increase the length of tidal sloughs to provide spawning habitat for native fish and foraging habitat for rearing juvenile fish; contribute to high levels of primary productivity; and support nutrient cycling functions that can sustain high-quality foraging conditions; and provide resting sites for waterfowl. The proposed project would contribute to the target of restoring slough habitat.

Saline Emergent Wetlands (page 146, ERPP Vol. II)- The proposed project will help increase the area of saline emergent wetlands to provide high-quality habitat for waterfowl, shorebirds, and other associated wildlife; provide rearing habitat, foraging habitat, and escape cover for fish; and expand the populations and range of associated special-status and State and federally listed plant and animal species. The proposed project would contribute to the target of restoring tidal action to 5,000 to 7,000 acres in the Suisun Marsh.

Species: The proposed project will promote the recovery of delta smelt (page 21, Vol.I) and splittail (page 24, Vol.I). The project will also assist in the recovery of California clapper rail (page 31, Vol. I), California black rail (page 31, ERPP Vol.I), Suisun song sparrow (page 31, ERPP Vol I), and salt marsh harvest mouse (page 32, ERPP Vol.I). The project will contribute to the target of meeting the Native Fish Recovery Plan Goals for this species. Recovery of these species would also contribute to overall species richness and diversity and reduce conflict between the need for its protection and other beneficial land and water uses in the Bay-Delta. The project will contribute to the target of restoring salt marsh habitat to connect and combine separated habitat areas that support these species. The project will contribute to the target of increasing the population of breeding pairs of Suisun song sparrows by 70 to 100 percent and increasing the population of salt marsh harvest mice by 100 percent.

System-Wide Ecosystem Benefits: The project implements an ecosystem based approach because this region of the Marsh has been identified in the Baylands Ecosystem Habitat Goals Report as an area particularly suitable for tidal restoration, and is expected to be identified in the soon to be released USFWS tidal marsh recovery plan. It offers a step in developing a larger scale, more contiguous restoration effort that could eventually join Nurse Slough and Hill Slough. Tidal restoration in the Suisun Marsh has been identified as a

focused action by CALFED for habitat restoration.

Other ecosystem restoration program benefits: The proposal also dovetails with long-term wetland goals set for the Central Valley and Delta by the North America Central Valley Habitat Joint Venture program. The project is consistent with long-term wetland goals being developed for San Francisco Bay wetlands and the tidal wetlands recovery efforts of the USFWS. It would fulfill with the visions, implementation objectives, and targets for CALFED's ERPP.

Compatibility and benefits to CALFED non-ecosystem objectives: The proposed project is compatible with the objectives of the other CALFED programs and does not conflict with any of the potential water and storage conveyance alternatives. The proposed project will help address objectives of the Water Quality Program and Levee Integrity Program.

Third party benefits Additional benefits of the project include an increase in public recreational opportunities for activities such as bird watching, nature study, and education.

Background and Ecological/Biological/Technical Justification

Existing Conditions: From the mid-1880s to the early 1900s, over 90 percent of the tidal wetland in the Suisun Marsh and Bay system were converted to a non-tidal condition. The loss of the tidal connection has reduced or interfered with ecological processes and functions critical for sustaining a healthy aquatic ecosystem. For instance, a lack of support for the Bay-Delta aquatic foodweb and foodweb organisms contributes to unhealthy fish populations. A lack of saline emergent wetlands reduces the amount of potential rearing habitat for chinook salmon, delta smelt, and splittail. Reductions in, and fragmentation of this habitat have resulted in reduced populations of California clapper rail and salt marsh harvest mouse. Rare plants dependent on high tidal marsh and adjacent upland transition have declined to precariously low levels.

The Northeastern Suisun Marsh Habitat Restoration Project would provide CALFED with extremely valuable information to forecast restoration expectation, timeline, and costs.

Species that would benefit from the project include California clapper rail, SMHM, soft bird's beak, Suisun thistle, delta smelt, salmon, splittail, and migratory birds such as waterfowl. The project would also address entrainment of listed fish species by eliminating the need for the unscreened diversions.

Current Status: This is a new project. Preliminary contacts have been made to begin assembling the core team that will help steer the process. The concept has been reviewed informally by ECAT and the USFWS and they are supportive of this project as part of a larger effort to restore and secure functioning tidal wetlands in the Suisun Marsh.

Technical Feasibility and Timing

The location for tidal restoration selected because of willing property sellers and consistency with the CALFED ERPP objectives, the Baylands Ecosystem Habitat Goals Report and the upcoming USFWS Tidal Marsh Recovery Plan.

Selection of a parcel will be made after thorough evaluation by the implementation team participants as to its suitability for restoration, ability to meet the project objectives and cost. The acquired parcel must meet the selection criteria developed by the implementation team and ECAT. While the selection criteria have not been developed and finalized, factors likely considered would be potential flood liability, development and future operation and maintenance costs (levee maintenance), presence of invasive species, presence of endangered or sensitive species, presence of natural channels within the managed ponds, maintenance history and elevation changes/subsidence issues, extent of physical modifications required, and third party impacts.

A draft Environmental Assessment and Initial Study would be prepared with the goal of obtaining a FONSI and Negative Declaration for NEPA/CEQA compliance. The applicant would work closely with the ACOE to obtain a 404 permit in a timely manner. The applicant would obtain a BCDC permit, 401 Certification, as well as a 1601 Agreement from DFG. All permits would be in hand prior to any physical modifications being made. Environmental documentation and permitting may be dovetailed with the Hill Slough West project.

The proposed project does not conflict with other projects in the area. In fact, we will coordinate restoration efforts in the Proposed Northeastern Suisun Marsh with tidal restoration occurring along Hill Slough. Mitigation may be required for lost managed wetland values.

Monitoring and Data Collection Methodology

The applicant will monitor restoration progress, measure water quality and salinity, sample fish and wildlife, measure plant growth and map vegetation cover. This monitoring would be integrated with CMARP. The Annual Suisun Marsh Vegetation Survey conducted by Dr. Todd Keeler-Wolfe (DFG, 1999) would be used to supplement additional site specific on-site vegetation monitoring. We would conduct both pre-and post-implementation SMHM counts on the parcel following established and approved SMHM monitoring program protocol (DFG, 1999). We would coordinate fisheries monitoring with current IEP and UC Davis efforts to evaluate fishery resources in tidal wetland channels and shallow water areas. We would collect water quality following the established protocol of the existing marsh-wide water quality monitoring program conducted by DWR (DWR, 1999). Water quality parameters are also used to improve DWR hydrodynamic modeling efforts in the Suisun Marsh. IEP staff would conduct the monitoring. We would also seek UC Davis Wetlands Research Lab participation if their staff is available. Monitoring and data collection information is presented in Table 1.

Water quality monitoring and fisheries data are currently processed in Microsoft Access and are available on the IEP files server for dissemination to other agencies and interested individuals. Future vegetation and SMHM monitoring data would also be evaluated similarly, and would be available on the internet to be shared electronically through CALFED making them accessible to other researchers and restoration ecologists in the Bay-Delta. As part of the monitoring plan, several testable hypotheses will be developed. Those hypotheses will be related to how fish and wildlife use the restored tidal wetland, how special status plants survive and reproduce, as well as water quality impacts.

Implementability- The interagency team is willing to participate in the restoration and

management of acreage in the northeastern Suisun Marsh. The Team will write contracts and obtain permits. We will begin construction and complete Phase IV in two years. The proposed project will comply with all applicable laws and regulations. We will prepare an environmental assessment/initial study, and expect to adopt a FONSI and negative declaration.

Local Involvement

DWR notified Chris Monske at Solano County Planning in writing of this proposal (see attached letter).

The SRCD is a member of ECAT and will participate on the implementation team. SRCD is also one of the four signatories of the Suisun Marsh Preservation Agreement. SRCD, is the local agency that represents the 158 individual ownerships in the Suisun Marsh. SRCD coordinates with the regulatory agencies, and along with DFG Grizzly Island, holds a ACOE 404 regional general maintenance permit authorizing activities in the managed wetlands. SRCD also acts a liaison between property owners and federal and State agencies, including DWR.

The Solano County Farmlands and Open Space Foundation is another local agency which supports tidal restoration in this region, supports this project and will participate on the implementation team. Discussions have been held with this agency as to the feasibility of SCFOSF eventually owning and managing the parcel once restoration has occurred.

The owner of the Branscombe property has contacted both DWR and DFG and expressed an interest in a Resource Agency acquiring the parcel. Adjacent parcels are managed more intensely for waterfowl hunting. If the Branscombe property is selected, we would need to acquire at least one adjacent parcel to prevent flood liability. SRCD has contacted the landowner of this parcel and discussed the situation. The landowner has expressed interest in talking to DWR and DFG about the proposal.

DFG has made contact with the property owners of the Black Mallard Club and Meins Landing Club. Both have expressed interest in selling their property. We have not yet addressed flood liability on adjacent properties. We will include flood liability in the site selection criteria.

We will present this proposal to the SRCD Board of Directors and members at an upcoming SRCD board meeting, held monthly.

No significant third party impacts were identified for this proposed project. If tidal restoration affected other parties and they were not willing to participate, we would explore buying their property or would construct facilities to isolate their property.

Cost

A description of the tasks and associated costs is presented above in the project description. The budget for each task is described in Table 2 and the quarterly breakdown is shown in Table 3. Only the CALFED costs are shown on these tables.

Cost-Sharing

The cost-share component of this proposal would match the requested funds from CALFED with existing Suisun Marsh Mitigation Agreement Funds in a 50/50 cost share arrangement. We would use these funds to initiate this proposal, conduct site assessments and acquire a suitable parcel, conduct pre-project monitoring and hydrologic investigations (if applicable). Funds are available through the Suisun Marsh Mitigation Agreement for subsequent Phases (IV-implementation and V-implementation monitoring), although funding from additional sources may be sought to leverage funding.

The Suisun Marsh Preservation Agreement parties have determined that the last installment of the Suisun Marsh Mitigation Agreement funds will be allocated for multi-species management in the Suisun Marsh. The funds provided by CALFED will go beyond mitigation requirements and help leverage funding provided through the Suisun Marsh Mitigation Agreement to enable Suisun Marsh wetland managers and ECAT agencies to restore a larger mosaic of tidal wetlands in the Suisun Marsh.

DWR and USBR will transfer funds to DFG in July 1999, to be placed in an account set up for specifically for Suisun Marsh multi-species management projects. ECAT recommend, and the four SMPA Coordinators will approve any expenditures from this account. The Suisun Marsh Mitigation funds, as with all funds expended in the Suisun Marsh under the Suisun Marsh Preservation Agreement is cost -shared 60/40 between DWR and USBR.

Applicant Qualifications

The Project Team for this wetlands restoration effort is composed of experienced botanists and wildlife biologists and specialists in the science of restoration. Mr. Carl Wilcox is a DFG expert in environmental review and regional fish, wildlife, and wetlands planning. Pam Muick is the Executive Director of the Solano County Farmlands and Open Space Foundation with years of experience in wetland restoration. Jean Witzman is a DWR botanist with 10 years professional experience including several years working in Suisun Marsh. Patty Finrock is a wildlife biologist and DWR expert in salt marsh harvest mice and is responsible for implementing the Suisun Marsh salt marsh harvest mouse monitoring program. Liz Cook is a DWR Environmental Specialist III with a M.S. in Ecology. Frank Wernette is a DFG Senior Wildlife Biologist with 25 years of experience in Bay-Delta and wildlife management experience. Terri Gaines is a DWR Environmental Specialist III with 7 years experience working in Suisun Marsh and coordinating planning activities and preparing environmental documentation and permit requirements for SMPA activities and the proposed Amendment Three.

ECAT members include Frank Wernette, Senior Biologist-DFG, Laureen Thompson, Wildlife Biologist-DFG, Dennis Becker, Senior Biologist-DFG, Jeff Cann, Wildlife Biologist -DFG, Terri Gaines, Environmental Specialist III-DWR, Cassandra Enos, Environmental Specialist III-DWR, Steve Chappell, Wildlife Biologist and Executive Director-SRCD, Carissa Dunn, Environmental Specialist-USBR, Will Keck, USBR. Additional ECAT members include

Kamyar Guivetchi, Supervising Engineer DWR (liaison with Suisun Marsh Coordinators) Dan Buford, Wildlife Biologist, USFWS (advisory), Debra O'Leary, USACE (advisory), Laura Hamilton NMFS (advisory).

Dr. Peter Baye, USFWS wetland ecologist has agreed to participate as a technical advisor on the project. If the UC Davis Wetland Research Laboratory is contracted through interagency research agreement, then Dr. Eliska Rejmankova, Associate Professor, Brenda Grewell, doctoral candidate and post-graduate researcher, and associates would participate as well.

Compliance With Standard Terms and Conditions

No specific deviations from contractual terms and conditions are required for implementation of Phases I through III of the plan at this time. Should this project move forward, all terms and contracts will be written and submitted to CALFED for approval. The DWR is not aware of any potential conflicts of interest.

References

DFG, 1999a. California Department of Fish and Game. The Vegetation Survey for the Suisun Marsh -- Proposal for a New Methodology.

DFG, 1999b. California Department of Fish and Game. Salt Marsh Harvest Mouse Monitoring Proposal for the Suisun Marsh.

DWR, 1999. Department of Water Resources, Suisun Marsh Monitoring Program, Data Summary Report Reference Guide.

Table 1. Monitoring and Data Collection Information

I) Biological/Ecological Objectives			
Hypothesis/Question to be Evaluated	Monitoring Parameter(s) and Data Collection Approach	Data Evaluation Approach	Comments/Data Priority
Restored tidal wetland habitat will provide rearing and foraging habitat, and escape cover for fish	Beach and/or purse seining will be conducted in the project area on a monthly basis for sampling of juvenile and adult fishes. Seining protocol will follow that employed by UC Davis SM Fish Sampling Program. Water quality parameters will also be collected.	Catch data will be evaluated to assess changes in the abundance and diversity of adult, juvenile and larval fishes over time. Data will be correlated and compared to similar data collected from other tidal wetland habitats in the vicinity, to assess the relative value of the rearing and foraging habitat provided by the project.	Project monitoring will complement existing data collection efforts.
What is the SMHM use of tidal wetlands vs. use of managed wetlands?	SMHM will be trapped annually in the project area and in managed wetlands for a 5-year period. Protocol will follow the "Salt Marsh Harvest Mouse Monitoring Proposal for the Suisun Marsh". Monitoring will coincide with SMHM monitoring on DWR mitigation lands.	Random sampling of each site will be conducted. Each site will be trapped with 100 traps arranged in grids of at least 25 traps. The traps will be set for four nights at each site for a total of 400 trap nights. Data will be evaluated using the Lincoln-Peterson estimator, and K-sample closed population model.	Project monitoring will complement existing data collection efforts.
What is the vegetation composition change after restoration, specifically in the high marsh transition zone?	Vegetation in the project area will be mapped annually. The vegetation map will be constructed through the interpretation of aerial photographs, field investigations, vegetation classification, and GIS processing. Monitoring will coincide with marsh-wide vegetation monitoring required under the SMPA. Protocol will follow the DFG "Vegetation Survey for the Suisun Marsh, Proposal for a New Methodology" adopted by DWR.	Aerial photos will be flown annually. Ground-truthing surveys will be conducted on an as-needed basis as determined by a yearly rapid assessment protocol. Percent cover for each species will be estimated according to vegetation strata. This protocol reflects the protocol for "Field Methods for Vegetation Mapping" supported by the National Park Service and U.S. Geological Survey.	Project monitoring will complement existing data collection efforts.
With restoration of tidal action at the site, conditions will evolve such that sensitive plant species can be re-introduced.	Monitoring will include, but not be limited to: marsh hydroperiod, soil physical and chemical parameters, and plant community development.	Data will be evaluated against data collected from an adjacent DFG tidal marsh.	Reintroductions may occur in future after suitable habitat is established.

1-015281

Table 1: Monitoring and Data Collection Information (continued)

Hypothesis/Question to be Evaluated	Monitoring Parameter(s) and Data Collection Approach	Data Evaluation Approach	Comments/Data Priority
<p>What are the water quality and salinity impacts in the vicinity of breached levees and the surrounding area?</p>	<p>Parameters monitored will include: temperature, electrical conductivity, dissolved oxygen, pH, turbidity, ammonia, and oxidation-reduction potential. Monitoring will be accomplished with use of multi-parameter water quality monitoring instrumentation. Tide gauges will be used so that water quality conditions can be evaluated with respect to hydraulic conditions. Methodology will follow current water quality monitoring protocol as written in the "Suisun Marsh Monitoring Program Data Summary Report Reference Guide".</p>	<p>Real-time water quality and tide monitoring stations will be established for breached area(s). Water quality monitoring instrumentation will also be used to monitor conditions by boat. Water quality profiling surveys will be performed to evaluate water quality conditions in the breached area and adjoining channels prior to and following levee breaching.</p>	<p>Project monitoring will complement existing data collection efforts.</p>
<p>Breaching the levees will restore natural hydrologic and sedimentation processes.</p>	<p>Hydraulic conditions will be monitored with the used of existing and new tide gauges and acoustic doppler velocimeter instrumentation. Sedimentation will be evaluated using land and bathymetry surveys and suspended and bedload sediment sampling.</p>	<p>Hydraulic and sedimentation monitoring will be performed within the breached areas and in adjoining channels and water bodies before and after breaches are created.</p>	<p>Results will assist in the planning and feasibility of future tidal restoration activities.</p>

1-015282

Table 2: Total Budget (CALFED Funds Only)

Task	Direct Labor Hours	Direct Salary and Benefits (24.5%)	Service Contract	Material and Permit Fees	Miscellaneous and other Direct Costs	Overhead and Indirect Costs (48%)	Total Cost
Task 1	150	\$5,100				\$2,400	\$7,500
Task 2	200	\$6,750				\$3,250	\$10,000
Task 3	300	\$10,200				\$4,820	\$15,000
Task 4			\$73,000				\$73,000
Task 5					\$300,000		\$300,000
Task 6			\$12,500				\$12,500
Task 7			\$67,500				\$67,500
Task 8	250 hrs	\$8,500		\$2,000		\$4,000	\$14,500

Table 3: Quarterly Budget (CALFED Funds Only)

Quarterly Budget Oct-Dec 99	Quarterly Budget Jan-Mar 00	Quarterly Budget Apr-Jun 00	Quarterly Budget Jul-Sep 00	Quarterly Budget Oct-Dec 00	Quarterly Budget Jan-Mar 01	Total Budget
\$25,000	\$373,000	\$20,000	\$33,750	\$33,750	\$14,500	\$500,000

DEPARTMENT OF WATER RESOURCES

ENVIRONMENTAL SERVICES OFFICE
3251 S STREET
SACRAMENTO, CA 95816-7017



April 16, 1999

Mr. Chris Monske
Solano County Department
of Environmental Management
Planning Division
601 Texas Street
Fairfield, California 94533

Dear Mr. Monske:

This letter is to notify you that the Department of Water Resources, as the lead agency, has submitted a proposal and request for CALFED funding for the Northeastern Suisun Marsh Tidal Restoration Project. The objective of the project is to acquire, in fee-title, a managed wetland in the northeastern Suisun Marsh, the open the parcel to tidal action, restore a low marsh, high marsh, and upland transition zone and develop and implement a monitoring program. This region of the Marsh has been identified in the CALFED ERPP and the Baylands Ecosystem Habitat Goals Report as an area targeted for tidal restoration, and is expected to be identified in upcoming release of the U.S. Fish and Wildlife Service's tidal marsh recovery plan.

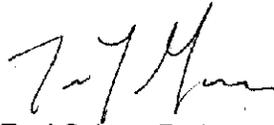
The Suisun Marsh Preservation Agreement Environmental Coordination Advisory Team (ECAT), is made up of participants from: California Department of Water Resources, (DWR), the California Department of Fish and Game (DFG), U.S. Bureau of Reclamation and Suisun Resource Conservation District, with the U.S. Fish and Wildlife Service, National Marine Fisheries Service, and the U.S. Army Corps of Engineers participating in an advisory role, will provide oversight for this restoration effort. The implementation team will include staff from these agencies and other technical experts.

Implementation of the plan will be carried out in five phases over approximately five years. The proposal specifies a 50/50 cost-share with Suisun Marsh Mitigation Agreement Funds to initiate this proposal. The funds provided by CALFED will help leverage funding provided through the Suisun Mitigation Agreement to enable Suisun Marsh wetland managers to restore a larger mosaic of tidal wetlands in the Suisun Marsh. The Suisun Marsh Mitigation Agreement has set aside funds designated for multi-species management in the Marsh.

Mr. Chris Monske
April 16, 1999
Page 2

All applicable permits will be obtained during Phase III of the project.
If you have any questions, please contact me at (916) 227-7522 or email at
tgaines@water.ca.gov.

Sincerely,



Terri Gaines, Environmental Specialist
Suisun Marsh Branch

cc: Solano County Board of Supervisors
601 Texas Street
Fairfield, California 94533

DEPARTMENT OF WATER RESOURCES

ENVIRONMENTAL SERVICES OFFICE
3251 S STREET
SACRAMENTO, CA 95816-7017



April 16, 1999

Mr. Bob Batha
San Francisco Bay Conservation
and Development Commission
30 Van Ness Avenue, Room 2011
San Francisco, California 94102

Dear Mr. Batha:

This letter is to notify you that the Department of Water Resources, as the lead agency, has submitted a proposal and request for CALFED funding for the Northeastern Suisun Marsh Tidal Restoration Project. The objective of the project is to acquire, in fee-title, a managed wetland in the northeastern Suisun Marsh, open the parcel to tidal action, restore a low marsh, high marsh, and upland transition zone and develop and implement a monitoring program. This region of the Marsh has been identified in the CALFED ERPP and the Baylands Ecosystem Habitat Goals Report as an area targeted for tidal restoration, and is expected to be identified in upcoming release of the U.S. Fish and Wildlife Service's tidal marsh recovery plan.

The Suisun Marsh Preservation Agreement Environmental Coordination Advisory Team (ECAT), is made up of participants from: California Department of Water Resources, (DWR), the California Department of Fish and Game (DFG), U.S. Bureau of Reclamation and Suisun Resource Conservation District, with the U.S. Fish and Wildlife Service, National Marine Fisheries Service, and the U.S. Army Corps of Engineers participating in an advisory role, will provide oversight for this restoration effort. The implementation team will include staff from these agencies and other technical experts.

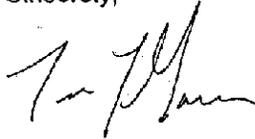
Implementation of the plan will be carried out in five phases over approximately five years. The proposal specifies a 50/50 cost-share with Suisun Marsh Mitigation Agreement Funds to initiate this proposal. The funds provided by CALFED will help leverage funding provided through the Suisun Mitigation Agreement to enable Suisun Marsh wetland managers to restore a larger mosaic of tidal wetlands in the Suisun Marsh. The Suisun Marsh Mitigation Agreement has designated funds for multi-species management in the Marsh.

All applicable permits, including a BCDC Marsh Development Permit will be obtained during Phase III of the project. ECAT believes this proposal is consistent with the objectives of the Suisun Marsh Protection Plan.

Mr. Bob Batha
April 16, 1999
Page 2

If you have any questions or would like to participate on the advisory team,
please contact me at (916) 227-7522 or email at tgaines@water.ca.gov.

Sincerely,

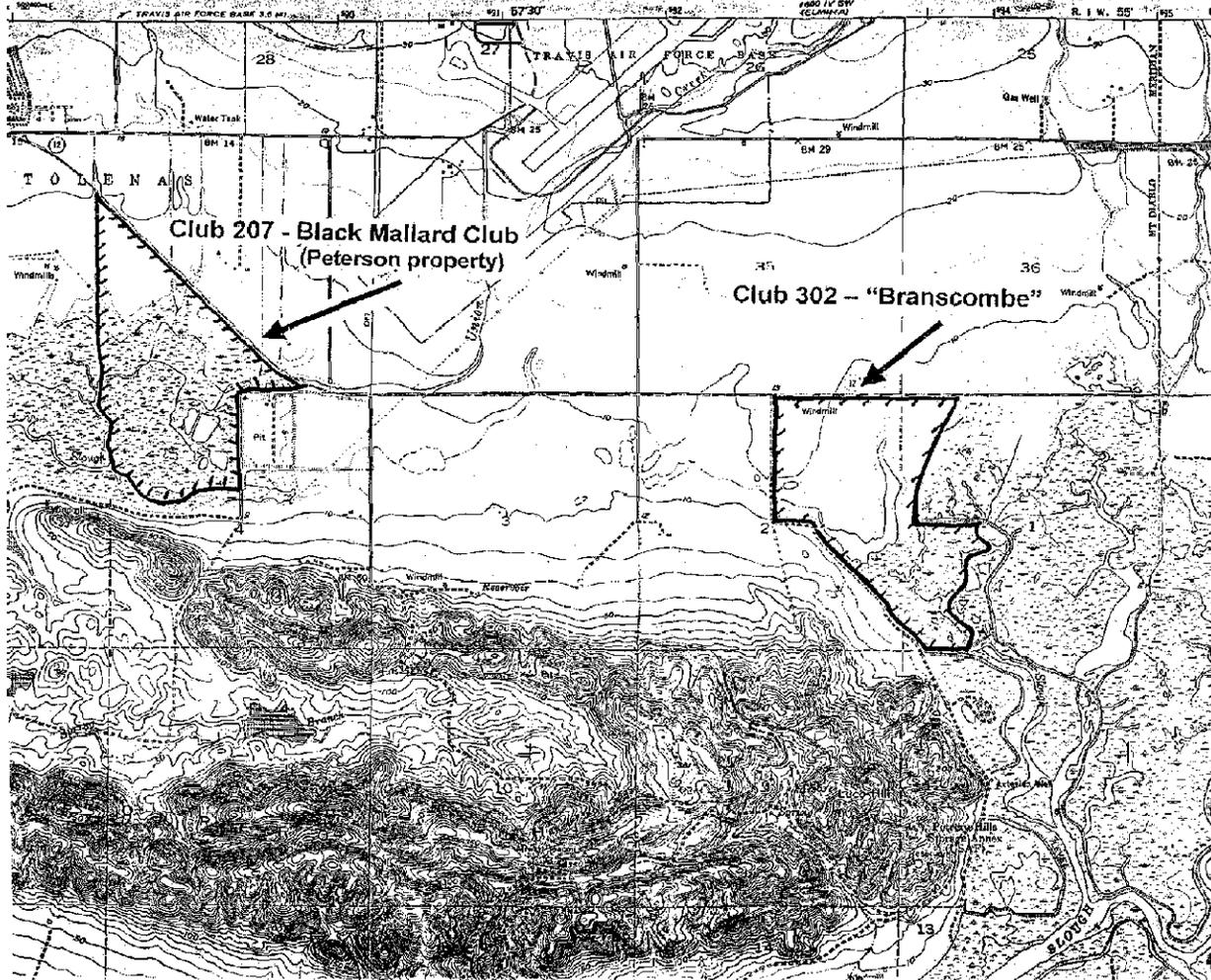


Terri Gaines
Environmental Specialist
Suisun Marsh Branch

Northeastern Suisun Marsh Habitat Restoration Project
Project Applicant: DWR, Suisun Marsh Branch

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

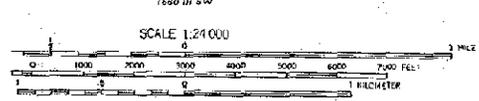
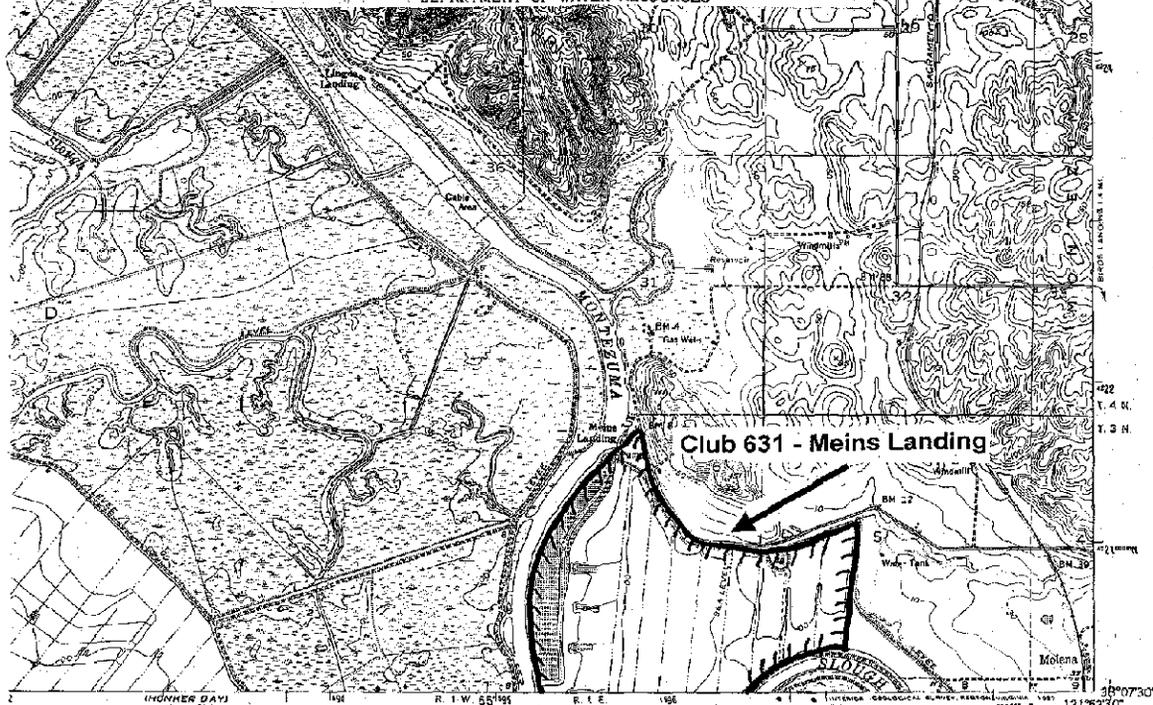


DENVERTON, CALIF.
NW 1/4 PITTSBURG 15' QUADRANGLE
35121 66-TF-024

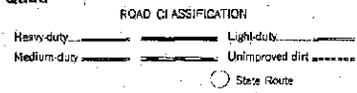
1963
PHOTOREVISED 1980
DMA 1800 III RW-SERIES V895

Eastern Suisun Marsh Habitat Restoration Project
Project Applicant: DWR, Suisun Marsh Branch

STATE OF CALIFORNIA
 DEPARTMENT OF WATER RESOURCES



Continued on Honker Bay Quad



CONTOUR INTERVAL 10 FEET
 DOTTED LINES REPRESENT HALF-INTERVAL CONTOURS
 CONTOURS INCOMPLETE ALONG EMBANKMENTS AND DITCHES
 NATIONAL GEODETIC VERTICAL DATUM OF 1929
 DEPTH CURVES IN FEET-DATUM IS MEAN LOWER LOW WATER
 THE RELATIONSHIP BETWEEN THE TWO DATUMS IS VARIABLE
 SHORELINE SHOWN REPRESENTS THE APPROXIMATE LINE OF MEAN HIGH WATER
 THE MEAN RANGE OF TIDE IS APPROXIMATELY 4 FEET

THIS MAP COMPLIES WITH NATIONAL MAP ACCURACY STANDARDS
 5. GEOLOGICAL SURVEY, DENVER, COLORADO, 80225, OR RESTON, VIRGINIA 22092
 9. DESCRIBING TOPOGRAPHIC MAPS AND SYMBOLS IS AVAILABLE ON REQUEST

DENVERTON, CALIF.
 NW/4 PITTSBURG 15' QUADRANGLE
 38121 BR-TF-024

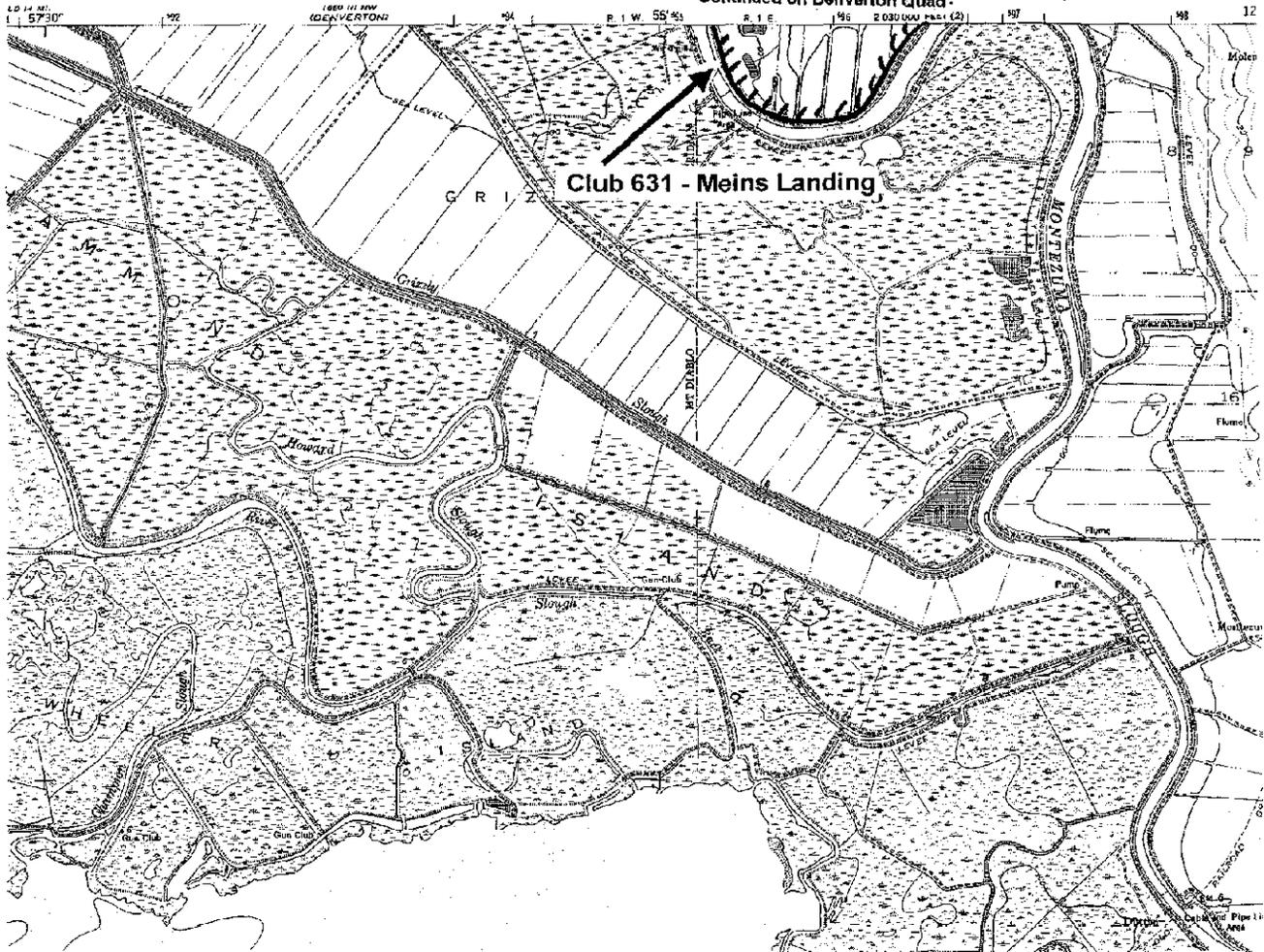
1953
 PHOTOREVISED 1980
 DMA 1600 III NW--SERIES Y885

Northeastern Suisun Marsh Habitat Restoration Project
Project Applicant: DWR, Suisun Marsh Branch

HONKER BAY QUADRANGLE
CALIFORNIA
7.5 MINUTE SERIES (TOPOGRAPHIC)
SW/4 PITTSBURG 15' QUADRANGLE

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

Continued on Denverton Quad.



**APPLICATION FOR
FEDERAL ASSISTANCE**

OMB Approval No. 0348-0043

1. TYPE OF SUBMISSION: <input type="checkbox"/> Application <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction		2. DATE SUBMITTED April 16, 1999		Applicant Identifier	
<input type="checkbox"/> Preapplication <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction		3. DATE RECEIVED BY STATE		State Application Identifier	
		4. DATE RECEIVED BY FEDERAL AGENCY		Federal Identifier	
5. APPLICANT INFORMATION					
Legal Name: State of California Dept. of Water Resources			Organizational Unit: Environmental Services Office		
Address (give city, county, State, and zip code): 3251 "S" Street, Sacramento Ca 95816			Name and telephone number of person to be contacted on matters involving this application (give area code) Terri Gaines (916)227-7522		
6. EMPLOYER IDENTIFICATION NUMBER (EIN): 94-6355570			7. TYPE OF APPLICANT: (enter appropriate letter in box) <input type="checkbox"/> A. State <input type="checkbox"/> B. County <input type="checkbox"/> C. Municipal <input type="checkbox"/> D. Township <input type="checkbox"/> E. Interstate <input type="checkbox"/> F. Intermunicipal <input type="checkbox"/> G. Special District <input checked="" type="checkbox"/> H. Independent School Dist. <input type="checkbox"/> I. State Controlled Institution of Higher Learning <input type="checkbox"/> J. Private University <input type="checkbox"/> K. Indian Tribe <input type="checkbox"/> L. Individual <input type="checkbox"/> M. Profit Organization <input type="checkbox"/> N. Other (Specify)		
8. TYPE OF APPLICATION: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es) <input type="checkbox"/> <input type="checkbox"/> A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration Other (specify):			9. NAME OF FEDERAL AGENCY: CALFED/US Bureau of Reclamation		
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: TITLE:			11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: Northeastern Suisun Marsh Habitat Restoration Program		
12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.): Suisun Marsh Solano County					
13. PROPOSED PROJECT		14. CONGRESSIONAL DISTRICTS OF:			
Start Date	Ending Date	a. Applicant		b. Project	
10/1/99	3/31/2001	District 5		District 7	
15. ESTIMATED FUNDING:		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?			
1. Federal	\$	500,000.00	a. YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON:		
2. Applicant	\$	500,000.00	DATE _____		
3. State	\$		b. No. <input type="checkbox"/> PROGRAM IS NOT COVERED BY E. O. 12372		
4. Local	\$		<input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW		
5. Other	\$				
Program Income	\$				
TOTAL	\$	1,000,000	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? <input type="checkbox"/> Yes If "Yes," attach an explanation. <input type="checkbox"/> No		
TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.					
Type Name of Authorized Representative Randall Brown		b. Title Division Chief, ESO		c. Telephone Number (916) 227-7531	
Signature of Authorized Representative <i>Dale K. Hoff</i>		e. Date Signed 4/16/99			

Standard Form 424 (Rev. 7-97)
 Prescribed by OMB Circular A-102

**PART E: Certification Regarding Lobbying
Certification for Contracts, Grants, Loans, and Cooperative Agreements**

**CHECK IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND
THE AMOUNT EXCEEDS \$100,000: A FEDERAL GRANT OR COOPERATIVE AGREEMENT;
SUBCONTRACT, OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT.**

**CHECK IF CERTIFICATION IS FOR THE AWARD OF A FEDERAL
LOAN EXCEEDING THE AMOUNT OF \$150,000, OR A SUBGRANT OR
SUBCONTRACT EXCEEDING \$100,000, UNDER THE LOAN.**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the authorized certifying official, I hereby certify that the above specified certifications are true.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

Dale K. Huffman-Ell for

TYPED NAME AND TITLE

Randall Brown, Chief, Environmental Services Office

DATE

April 16, 1999

BUDGET INFORMATION - Non-Construction Programs						
SECTION A - BUDGET SUMMARY						
Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. <i>Suisun Marsh Habitat Restoration</i>		\$	\$	\$ 500,000	\$ 500,000	\$ 1,000,000
2.						
3.						
4.						
5. Totals		\$	\$	\$ 500,000	\$ 500,000	\$ 1,000,000
SECTION B - BUDGET CATEGORIES						
6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (\$)	
	(1)	(2)	(3)	(4)		
a. Personnel	\$	\$	\$ 30,550	\$ 30,550	\$ 61,100	
b. Fringe Benefits						
c. Travel						
d. Equipment						
e. Supplies						
f. Contractual			153,000	153,000	306,000	
g. Construction						
h. Other <i>property acquisition permits</i>			302,000	302,000	604,000	
i. Total Direct Charges (sum of 6a-6h)			485,550	485,550	971,100	
j. Indirect Charges			14,450	14,450	28,900	
k. TOTALS (sum of 6i and 6j)	\$	\$	\$ 500,000	\$ 500,000	\$ 1,000,000	
7. Program Income	\$	\$	\$	\$	\$	

INSTRUCTIONS FOR THE SF-424

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

This is a standard form used by applicants as a required facesheet for preapplications and applications submitted for Federal assistance. It will be used by Federal agencies to obtain applicant certification that States which have established a review and comment procedure in response to Executive Order 12372 and have selected the program to be included in their process, have been given an opportunity to review the applicant's submission.

- | Item: | Entry: | Item: | Entry: |
|-------|---|-------|--|
| 1. | Self-explanatory. | 12. | List only the largest political entities affected (e.g., State, counties, cities). |
| 2. | Date application submitted to Federal agency (or State if applicable) and applicant's control number (if applicable). | 13. | Self-explanatory. |
| 3. | State use only (if applicable). | 14. | List the applicant's Congressional District and any District(s) affected by the program or project. |
| 4. | If this application is to continue or revise an existing award, enter present Federal identifier number. If for a new project, leave blank. | 15. | Amount requested or to be contributed during the first funding/budget period by each contributor. Value of in-kind contributions should be included on appropriate lines as applicable. If the action will result in a dollar change to an existing award, indicate <i>only</i> the amount of the change. For decreases, enclose the amounts in parentheses. If both basic and supplemental amounts are included, show breakdown on an attached sheet. For multiple program funding, use totals and show breakdown using same categories as item 15. |
| 5. | Legal name of applicant, name of primary organizational unit which will undertake the assistance activity, complete address of the applicant, and name and telephone number of the person to contact on matters related to this application. | 16. | Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process. |
| 6. | Enter Employer Identification Number (EIN) as assigned by the Internal Revenue Service. | 17. | This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes. |
| 7. | Enter the appropriate letter in the space provided. | 18. | To be signed by the authorized representative of the applicant. A copy of the governing body's authorization for you to sign this application as official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.) |
| 8. | Check appropriate box and enter appropriate letter(s) in the space(s) provided:

-- "New" means a new assistance award.

-- "Continuation" means an extension for an additional funding/budget period for a project with a projected completion date.

-- "Revision" means any change in the Federal Government's financial obligation or contingent liability from an existing obligation. | | |
| 9. | Name of Federal agency from which assistance is being requested with this application. | | |
| 10. | Use the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested. | | |
| 11. | Enter a brief descriptive title of the project. If more than one program is involved, you should append an explanation on a separate sheet. If appropriate (e.g., construction or real property projects) attach a map showing project location. For preapplications, use a separate sheet to provide a summary description of this project. | | |

1-015295

SECTION C - NON-FEDERAL RESOURCES					
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS	
8. <i>NE Suisun Marsh Habitat Restoration</i>	\$ 500,000	\$	\$	\$ 500,000	
9.					
10.					
11.					
12. TOTAL (sum of lines 8 - 11)	\$ 500,000	\$	\$	\$ 500,000	
SECTION D - FORECASTED CASH NEEDS					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal - CALFED	\$ 451,750	\$ 25,000	\$ 373,000	\$ 20,000	\$ 33,750
14. NonFederal - Applicant	451,750	25,000	373,000	20,000	33,750
15. TOTAL (sum of lines 13 and 14)	903,500	50,000	746,000	40,000	67,500
SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT					
(a) Grant Program	FUTURE FUNDING PERIODS (Years)				
	(b) First	(c) Second	(d) Third	(e) Fourth	
16. <i>NE Suisun Marsh Habitat Restoration</i>	\$ 48,250	\$	\$	\$	
17.					
18.					
19.					
20. TOTAL (sum of lines 16-19)	\$ 48,250	\$	\$	\$	
SECTION F - OTHER BUDGET INFORMATION					
21. Direct Charges: <i>Includes property acquisition.</i>		22. Indirect Charges: <i>No Charge used by DWR Environmental Services Office.</i>			
23. Remarks:					

INSTRUCTIONS FOR THE SF-424A

Public reporting burden for this collection of information is estimated to average 180 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0044), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

General Instructions

This form is designed so that application can be made for funds from one or more grant programs. In preparing the budget, adhere to any existing Federal grantor agency guidelines which prescribe how and whether budgeted amounts should be separately shown for different functions or activities within the program. For some programs, grantor agencies may require budgets to be separately shown by function or activity. For other programs, grantor agencies may require a breakdown by function or activity. Sections A, B, C, and D should include budget estimates for the whole project except when applying for assistance which requires Federal authorization in annual or other funding period increments. In the latter case, Sections A, B, C, and D should provide the budget for the first budget period (usually a year) and Section E should present the need for Federal assistance in the subsequent budget periods. All applications should contain a breakdown by the object class categories shown in Lines a-k of Section B.

Section A. Budget Summary Lines 1-4 Columns (a) and (b)

For applications pertaining to a *single* Federal grant program (Federal Domestic Assistance Catalog number) and *not* requiring a functional or activity breakdown, enter on Line 1 under Column (a) the catalog program title and the catalog number in Column (b).

For applications pertaining to a *single* program requiring budget amounts by multiple functions or activities, enter the name of each activity or function on each line in Column (a), and enter the catalog number in Column (b). For applications pertaining to multiple programs where none of the programs require a breakdown by function or activity, enter the catalog program title on each line in Column (a) and the respective catalog number on each line in Column (b).

For applications pertaining to a *multiple* programs where one or more programs require a breakdown by function or activity, prepare a separate sheet for each program requiring the breakdown. Additional sheets should be used when one form does not provide adequate space for all breakdown of data required. However, when more than one sheet is used, the first page should provide the summary totals by programs.

Lines 1-4, Columns (c) through (g)

For new applications, leave Columns (c) and (d) blank. For each line entry in Columns (a) and (b), enter in Columns (e), (f), and (g) the appropriate amounts of funds needed to support the project for the first funding period (usually a year).

For continuing grant program applications, submit these forms before the end of each funding period as required by the grantor agency. Enter in Columns (c) and (d) the estimated amounts of funds which will remain unobligated at the end of the grant funding period only if the Federal grantor agency instructions provide for this. Otherwise, leave these columns blank. Enter in Columns (e) and (f) the amounts of funds needed for the upcoming period. The amount(s) in Column (g) should be the sum of amounts in Columns (e) and (f).

For supplemental grants and changes to existing grants, do not use Columns (c) and (d). Enter in Column (e) the amount of the increase or decrease of Federal funds and enter in Column (f) the amount of the increase or decrease of non-Federal funds. In Column (g) enter the new total budgeted amount (Federal and non-Federal) which includes the total previous authorized budgeted amounts plus or minus, as appropriate, the amounts shown in Columns (e) and (f). The amount(s) in Column (g) should not equal the sum of amounts in Columns (e) and (f).

Line 5—Show the totals for all columns used.

Section B. Budget Categories

In the column headings (1) through (4), enter the titles of the same programs, functions, and activities shown on Lines 1-4, Column (a), Section A. When additional sheets are prepared for Section A, provide similar column headings on each sheet. For each program, function or activity, fill in the total requirements for funds (both Federal and non-Federal) by object class categories.

Lines 6a-1—Show the totals of Lines 6a and 6b in each column.

Line 6j—Show the amount of indirect cost.

Line 6k—Enter the total of amounts on Lines 6i and 6j. For all applications for new grants and continuation grants the total amount in column (5), Line 6k, should be the same as the total amount shown in Section A, Column (g), Line 5. For supplemental grants and changes to grants, the total amount of the increase or decrease as shown in Columns (1)-(4), Line 6k should be the same as the sum of the amounts in Section A, Columns (e) and (f) on Line 5.

Line 7—Enter the estimated amount of income, if any, expected to be generated from this project. Do not add or subtract this amount from the total project amount. Show under the program.

- Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
 11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11938; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
 12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
 13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
 14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
 15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
 17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
 18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL <i>Dale K. Huffman - Filson for RB Brown</i>	TITLE Chief, Environmental Services Office
APPLICANT ORGANIZATION State of California, Environmental Services Offices	DATE SUBMITTED April 16, 1999

Standard Form 424B (Rev. 7-87) Back

STANDARD CLAUSES - CONTRACTS WITH PUBLIC ENTITIES

Workers' Compensation Clause. Contractor affirms that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor affirms that it will comply with such provisions before commencing the performance of the work under this contract.

Nondiscrimination Clause. During the performance of this contract, the recipient, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40), or sex. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), the regulations promulgated thereunder (California Administrative Code, Title 2, Sections 7285.0 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code Sections 11135 - 11139.5), and the regulations or standards adopted by the awarding State agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Recipient, Contractor 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. *The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.*

Availability of Funds. Work to be performed under this contract is subject to availability of funds through the State's normal budget process.

Audit Clause. For contracts in excess of \$10,000, the contracting parties shall be subject to the examination and audit of the State Auditor for a period of three years after final payment under the contract. (Government Code Section 8546.7).

Payment Retention Clause. Ten percent of any progress payments that may be provided for under this contract shall be withheld per Public Contract Code Sections 10346 and 10379 pending satisfactory completion of all services under the contract.

Reimbursement Clause. If applicable, travel and per diem expenses to be reimbursed under this contract shall be at the same rates the State provides for unrepresented employees in accordance with the provisions of Title 2, Chapter 3, of the California Code of Regulations. Contractor's designated headquarters for the purpose of computing such expenses shall be: _____

Drug-Free Workplace Certification. By signing this contract, the Contractor or grantee hereby certifies under penalty of perjury under the laws of the State of California that the Contractor or 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:

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.
2. Establish a Drug-Free Awareness Program 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.
3. Every employee who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free policy statement, and
 - (b) Will agree to abide by terms of the company's statement as a condition of employment on the contract or grant.

This contract or grant may be subject to suspension of payments or termination, or both, and the Contractor or grantee may be subject to debarment if the department determines that: (1) the Contractor or grantee has made a false certification, or (2) the Contractor or grantee violates the certification by failing to carry out the requirements noted above.

Americans With Disabilities Act. By signing this contract, Contractor assures the State that it complies with the Americans With Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Former State Employees: a) For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. b) For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

**STANDARD CLAUSES -
SERVICE & CONSULTANT SERVICE CONTRACTS FOR \$5,000 & OVER WITH NONPUBLIC ENTITIES**

Workers' Compensation Clause. Contractor affirms that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor affirms that it will comply with such provisions before commencing the performance of the work under this contract.

National Labor Relations Board Clause. In accordance with Public Contract Code Section 10296, Contractor declares under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court which orders Contractor to comply with an order of the national Labor Relations Board.

Nondiscrimination Clause. During the performance of this contract, the recipient, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40), or sex. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), the regulations promulgated thereunder (California Administrative Code, Title 7, Sections 7285.0 et seq.), the provisions of Article 9 S. Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code Sections 11135 - 11139.5), and the regulations or standards adopted by the awarding State agency to implement such article. Contractor or recipient shall permit access by representatives of the Department of Fair Employment and Housing and the awarding State agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Recipient, Contractor 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. The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

Statement of Compliance. The Contractor's signature affixed hereon and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the Contractor has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12900 and Title 2, California Code of Regulations, Section 8103.

Performance Evaluation. For consulting service agreements, Contractor's performance under this contract will be evaluated after completion. A negative evaluation will be filed with the Department of General Services.

Availability of Funds. Work to be performed under this contract is subject to availability of funds through the State's normal budget process.

Audit Clause. For contracts in excess of \$10,000, the contracting parties shall be subject to the examination and audit of the State Auditor for a period of three years after final payment under the contract. (Government Code Section 8546.7).

Payment Retention Clause. Ten percent of any progress payments that may be provided for under this contract shall be withheld per Public Contract Code Sections 10346 and 10379 pending satisfactory completion of all services under the contract.

Reimbursement Clause. If applicable, travel and per diem expenses to be reimbursed under this contract shall be at the same rates the State provides for unrepresented employees in accordance with the provisions of Title 2, Chapter 3, of the California Code of Regulations. Contractor's designated headquarters for the purpose of computing such expenses shall be: _____.

Disabled Veteran Business Enterprise Participation Requirement Audit Clause. Contractor or vendor agrees that the awarding department or its delegates will have the right to review, obtain, and copy all records pertaining to performance of the contract. Contractor or vendor agrees to provide the awarding department or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with Public Contract Code Section 10115 et seq. Contractor or vendor further agrees to maintain such records for a period of three (3) years after final payment under the contract. Title 2 CCR Section 1896.75.

Priority Hiring Considerations. For contracts in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the contract to qualified recipients of aid under Welfare and Institutions Code Section 11200. (Public Contract Code Section 10353).

Agreement No. _____

Exhibit _____

ADDITIONAL STANDARD CLAUSES

Recycled Materials. Contractor hereby certifies under penalty of perjury that ____ (enter value or "0" here) percent of the materials, goods and supplies offered or products used in the performance of this Agreement meets or exceeds the minimum percentage of recycled material as defined in Sections 12181 and 12200 of the Public Contract Code.

Severability. If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable, and binding on the parties.

Governing Law. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

Y2K Language. The Contractor warrants and represents that the goods or services sold, leased, or licensed to the State of California, its agencies, or its political subdivisions, pursuant to this Agreement are "Year 2000 compliant." For purposes of this Agreement a good or service is Year 2000 compliant if it will continue to fully function before, at, and after the Year 2000 without interruption and, if applicable, with full ability to accurately and unambiguously process, display, compare, calculate, manipulate, and otherwise utilize date information. This warranty and representation supersedes all warranty disclaimers and limitations and all limitations on liability provided by or through the Contractor.

Child Support Compliance Act. For any Agreement in excess of \$100,000, the Contractor acknowledges in accordance therewith, that:

1. The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
2. The Contractor, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

Drug-Free Workplace Certification. By signing this contract, the Contractor or grantee hereby certifies under penalty of perjury under the laws of the State of California that the Contractor or 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:

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.
2. Establish a Drug-Free Awareness Program 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.
3. Every employee who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free policy statement, and
 - (b) Will agree to abide by terms of the company's statement as a condition of employment on the contract or grant.

This contract or grant may be subject to suspension of payments or termination, or both, and the Contractor or grantee may be subject to debarment if the department determines that: (1) the Contractor or grantee has made a false certification, or (2) the Contractor or grantee violates the certification. carry out the requirements noted above.

Antitrust Claims. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. See Government Code Section 4552.

If an awarding body or public purchasing body received, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. See Government Code Section 4553.

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

Americans With Disabilities Act. By signing this contract, Contractor assures the state that it complies with the Americans With Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Corporate Qualifications To Do Business in California. Contractor must be currently qualified to do business in California as defined by the Revenue & Taxation Code, Section 23101 unless exempted. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California.

Former State Employees: a) For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. b) For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

**STANDARD CLAUSES -
INTERAGENCY AGREEMENTS**

Audit Clause. For contracts in excess of \$10,000, the contracting parties shall be subject to the examination and audit of the State Auditor for a period of three years after final payment under the contract. (Government Code Section 8546.7).

Availability of Funds. Work to be performed under this contract is subject to availability of funds through the State's normal budget process.

Interagency Payment Clause. For services provided under this agreement, charges will be computed in accordance with State Administrative Manual Section 8752 and 8752.1.

Termination Clause. Either State agency may terminate this contract upon 30 days advance written notice. The State agency providing the services shall be reimbursed for all reasonable expenses incurred up to the date of termination.

Severability. If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable, and binding on the parties.

Y2K Language. The Contractor warrants and represents that the goods or services sold, leased, or licensed to the State of California, its agencies, or its political subdivisions, pursuant to this Agreement are "Year 2000 compliant" For purposes of this Agreement, a good or service is year 2000 compliant if it will continue to fully function before, at, and after the Year 2000 without interruption and, if applicable, with full ability to accurately and unambiguously process, display, compare, calculate, manipulate, and otherwise utilize date information. This warranty and representation supersedes all warranty disclaimers and limitations and all limitations on liability provided by or through the Contractor.

STANDARD CLAUSES - CONTRACTS WITH THE UNITED STATES

Workers' Compensation Clause. Contractor affirms that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor affirms that it will comply with such provisions before commencing the performance of the work under this contract. This provision shall apply to the extent provided by federal laws, rules and regulations.

Claims Dispute Clause. Any claim that Contractor may have regarding the performance of this agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the Director, Department of Water Resources, within thirty days of its accrual. State and Contractor shall then attempt to negotiate a resolution of such claim and process an amendment to this agreement to implement the terms of any such resolution. However, Contractor does not waive any rights or duties it may have as may be provided by federal laws, rules and regulations.

Nondiscrimination Clause. During the performance of this contract, the recipient, contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40), or sex. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), the regulations promulgated thereunder (California Administrative Code, Title 2, Sections 7285.0 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code Sections 11135 - 11139.5), and the regulations or standards adopted by the awarding State agency to implement such article. Contractor or recipient shall permit access by representatives of the Department of Fair Employment and Housing and the awarding State agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Recipient, Contractor 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. The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

Availability of Funds. Work to be performed under this contract is subject to availability of funds through the State's normal budget process.

Audit Clause. For contracts in excess of \$10,000, unless otherwise provided by federal laws, rules or regulations, the contracting parties shall be subject to the examination and audit of the State Auditor for a period of three years after final payment under the contract. (Government Code Section 8546.7).

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Americans With Disabilities Act. By signing this contract, Contractor assures the State that it complies with the Americans With Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Conflict of Interest. Current State Employees: a) No State officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity or enterprise is required as a condition of regular State employment. b) No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.

Former State Employees: a) For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. b) For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

U.S. Department of the Interior

**Certifications Regarding Debarment, Suspension and
Other Responsibility Matters, Drug-Free Workplace
Requirements and Lobbying**

Persons signing this form should refer to the regulations referenced below for complete instructions:

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions - The prospective primary participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. See below for language to be used; use this form for certification and sign; or use Department of the Interior Form 1954 (DI-1954). (See Appendix A of Subpart D of 43 CFR Part 12.)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions - (See Appendix B of Subpart D of 43 CFR Part 12.)

Certification Regarding Drug-Free Workplace Requirements - Alternate I. (Grantees Other Than Individuals) and Alternate II. (Grantees Who are Individuals) - (See Appendix C of Subpart D of 43 CFR Part 12)

Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of the Interior determines to award the covered transaction, grant, cooperative agreement or loan.

**PART A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters -
Primary Covered Transactions**

CHECK IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE.

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -
Lower Tier Covered Transactions**

CHECK IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE.

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PART C: Certification Regarding Drug-Free Workplace Requirements

CHECK IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL

Alternate I. (Grantees Other Than Individuals)

A. The grantee certifies that it will or continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about--
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification numbers(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (c), (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

3251 D Street, Sacramento, Sacramento, CA 95816

Check if there are workplaces on file that are not identified here.

PART D: Certification Regarding Drug-Free Workplace Requirements

CHECK IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL

Alternate II. (Grantees Who Are Individuals)

- (a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;
- (b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant