

STANDARD AGREEMENT

(Grant - Rev 09/06)

ep 111 37600109353268

AGREEMENT NUMBER 07-143 08-070	AM. NO.
TAXPAYERS FEDERAL EMPLOYER IDENTIFICATION NO. 94-3087382	

THIS AGREEMENT, made and entered into this 30th day of July, 2008
in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

Revised 3/9/09 EC

TITLE OF OFFICER ACTING FOR STATE Executive Officer	AGENCY State Coastal Conservancy	, hereafter called the Conservancy, and
GRANTEE'S NAME Urban Creeks Council		, hereafter called the Grantee.

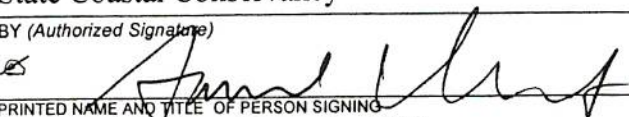
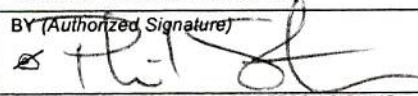
The Grantee, for and in consideration of the covenants, conditions, agreements, and stipulations of the Conservancy hereinafter expressed, does hereby agree as follows:

SCOPE OF AGREEMENT

Pursuant to Chapter 4.5 of Division 21 of the Public Resources Code, the State Coastal Conservancy ("the Conservancy") hereby grants to the Urban Creeks Council ("the grantee") a sum not to exceed \$86,000.00 (eighty-six thousand dollars), subject to the terms and conditions of this agreement. The grantee shall use these funds to implement the Codornices Creek Watershed Project by completing the following project ("the project") at Codornices Creek, Cities of Albany and Berkeley, Alameda County, as shown on Exhibit 1, which is incorporated by reference and attached.

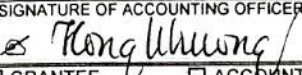
(Continued on Following Pages)

The provisions on the following pages constitute a part of this agreement.
IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	GRANTEE
AGENCY State Coastal Conservancy	GRANTEE (If other than an individual, state whether a corporation, partnership, etc.) Urban Creeks Council
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING Samuel Schuchat, Executive Officer	PRINTED NAME AND TITLE OF PERSON SIGNING Phil Stevens, Executive Director
ADDRESS & PHONE NUMBER 1330 Broadway, 13 th Floor Oakland, CA 94612 Phone: (510) 286-1015	ADDRESS 1250 Addison Street, #107 Berkeley, CA 94702 (510) 540-6669

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 86,000.00	PROGRAM/CATEGORY (CODE AND TITLE) Capital Outlay (OPTIONAL USE) Codornices Creek Watershed Project	FUND TITLE Safe Drinking Water... H2F	I certify that this agreement is exempt from Department of General Services approval.
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$ -0-	ITEM 37600-301-0262(1) = \$ 6,727.48 3760-301-6051(2)(F) = \$ 79,272.52	CHAPTER 171 171	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 86,000.00	OBJECT OF EXPENDITURE (CODE AND TITLE) San Francisco Bay Area	STATUTE 2207 2007	FISCAL YEAR 07/08 07/08

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

SIGNATURE OF ACCOUNTING OFFICER 	DATE 07/30/08
<input type="checkbox"/> GRANTEE	<input type="checkbox"/> ACCOUNTING
<input type="checkbox"/> PROJECT MANAGER	<input type="checkbox"/> CONTROLLER
<input checked="" type="checkbox"/> STATE AGENCY	

Gary

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(Grant - Rev 09/06)

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PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$ -0-	ITEM 3760-301-6051(2)(F)	CHAPTER 171		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 86,000.00	OBJECT OF EXPENDITURE (CODE AND TITLE) San Francisco Bay Area			
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; padding: 2px;">STATUTE 2007</td> <td style="width: 33%; padding: 2px;">FISCAL YEAR 07/08</td> </tr> </table>			STATUTE 2007	FISCAL YEAR 07/08
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SIGNATURE OF ACCOUNTING OFFICER 	DATE 07/30/08
<input type="checkbox"/> GRANTEE <input type="checkbox"/> ACCOUNTING <input type="checkbox"/> PROJECT MANAGER <input type="checkbox"/> CONTROLLER <input checked="" type="checkbox"/> STATE AGENCY	

SCOPE OF AGREEMENT (Continued)

In cooperation with other project partners, including the City of Albany and community members, the grantee shall conduct two phases to complete this project. In phase one, grantee shall plan and design the project. In phase two the grantee shall: construct an interpretive trail with signs and a seating area; plant native vegetation; and improve existing trails at Codornices Creek between Fifth and Eighth Streets in the Cities of Berkeley and Albany.

The grantee shall carry out the project in accordance with this agreement and related work programs, as provided in the "WORK PROGRAM" section, below. The grantee shall provide any funds beyond those granted under this agreement which are needed to complete the project.

CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT

The grantee shall not commence the project and the Conservancy shall not be obligated to disburse any funds unless and until the following conditions precedent have been met:

1. The Board of Directors of the grantee has adopted a resolution authorizing the execution of this agreement and approving its terms and conditions.
2. The Executive Officer of the Conservancy ("the Executive Officer") has approved in writing:
 - a. The appropriate work program for the current phase of the project as provided in the "WORK PROGRAM" section, below.
 - b. A plan for the installation of signs and placards as provided in the "SIGNS" section, below.
 - c. All contractors that the grantee intends to retain in connection with the project.
 - d. An agreement between the grantee and the landowner pertaining to access to the site for implementation, maintenance and monitoring, and allowable uses of the property during and for a period of 10 years following project implementation.

CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT (Continued)

3. The grantee has provided written evidence to the Conservancy that:
 - a. All permits and approvals necessary to the completion of the project under applicable local, state and federal laws and regulations have been obtained.
 - b. The grantee has provided for required insurance coverage, including additional insured endorsement, as described in the "INSURANCE" section, below.

TERM OF AGREEMENT

This agreement shall be deemed executed and effective when signed by both parties and received in the offices of the Conservancy together with the resolution described in the "CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT" section of this agreement. An authorized representative of the grantee shall sign the first page of the originals of this agreement in ink.

This agreement shall run from its effective date through December 1, 2018 (the "termination date") unless otherwise terminated or amended as provided by the agreement. However, all work shall be completed by December 1, 2011 ("the completion date").

AUTHORIZATION

The signature of the Executive Officer of the Conservancy on this agreement certifies that at its December 13, 2007 meeting, the Conservancy adopted the resolution included in the staff recommendation attached as Exhibit 2. This agreement is executed under that authorization.

Standard Provisions

WORK PROGRAM

Grantee shall produce two separate work programs, one for each phase of the project: the first phase shall detail the planning necessary to implement the project; the second phase shall detail the implementation of the project. Before starting each phase, the grantee shall submit a detailed work program to the Executive Officer, specific for that phase, for review and written approval of its consistency with this agreement. Each work program shall include:

1. The specific tasks to be performed pursuant to the applicable phase of the project.
2. A schedule of completion for the phase of the project specifically listing the completion date for each component and a final phase or project completion date.
3. A detailed budget for the applicable phase. The budget shall describe all labor and materials costs of completing each component of the phase. For each component, the budget shall list all intended funding sources, including the Conservancy's grant and all other sources of monies, materials, or labor. The grantee also shall review the plans on site with Conservancy staff.

If all or any part of the overall project to be funded under this agreement will be performed by third parties ("contractors") under contract with the grantee, prior to initiating any request for contractor bids, the grantee shall submit the bid package to the Executive Officer for review and written approval as to consistency with the purposes of this grant agreement. Upon approval by the Executive Officer, the grantee shall proceed with the bidding process. Prior to final selection of a contractor, the grantee shall submit to the Executive Officer for written approval the names of all contractors that the grantee intends to hire. The grantee shall then comply with the above paragraph regarding submission and approval of the work programs prior to the implementation of each phase of the project.

The work programs shall have the same effect as if included in the text of this agreement. However, the work programs may be modified without amendment of this agreement upon the grantee's submission of a modified work program and the Executive Officer's written approval of it. If this agreement and the work programs are inconsistent, the agreement shall control.

The grantee shall carry out the project in accordance with the approved work programs.

SIGNS

The grantee shall install and maintain a sign visible from the nearest public roadway identifying the project, acknowledging Conservancy assistance and displaying the Conservancy logo, and directing the public to the project. The Conservancy shall provide specifications for the signs to the grantee for this purpose. The grantee may incorporate the required information into other signs as approved by the Executive Officer. In special circumstances, where the placement of signs or the general specifications are inappropriate, the Executive Officer may approve alternative, more appropriate methods for acknowledging the sources of funding. The grantee shall submit plans describing the number, design, placement and wording of the signs, or the specifications of a proposed, alternative method. The Conservancy will withhold final disbursement until the signs are installed as approved by the Conservancy.

COSTS AND DISBURSEMENTS

When the Conservancy determines that all "CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT" have been fully met, the Conservancy shall disburse to the grantee, in accordance with the approved project budget, a total amount not to exceed the amount of this grant, as follows:

The Conservancy shall disburse funds for costs incurred to date, less ten percent, upon the grantee's satisfactory progress under the approved applicable work program and upon the grantee's submission of a "Request for Disbursement" form, which shall be submitted no more frequently than monthly but no less frequently than quarterly. The Conservancy shall disburse the ten percent withheld upon the grantee's satisfactory completion of project implementation and compliance with the "PROJECT COMPLETION" section, below, and upon the Conservancy's acceptance of the project.

The Conservancy will reimburse the grantee for expenses necessary to the project when documented by appropriate receipts. The Conservancy will reimburse travel and related expenses at actual costs not to exceed the rates provided in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations ("CCR"), except that reimbursement may be in excess of these rates upon provision of documentation that rates in compliance are not reasonably available to the grantee. Reimbursement for the cost of operating a private vehicle shall not, under any circumstance, exceed the rate specified for excluded employees in 2 CCR Section 599.631(a) as of the date the cost is incurred. The Conservancy will reimburse the grantee for other necessary expenses if those expenses are reasonable in nature and amount taking into account the nature of the project, its location, and other relevant factors.

COSTS AND DISBURSEMENTS (Continued)

The grantee shall request disbursements by filing with the Conservancy a fully executed "Request for Disbursement" form (available from the Conservancy). The grantee shall include in the form its name and address, the number of this agreement, the date of the submission, the amount of the invoice, the period during which the work was actually done, and an itemized description, including time, materials, and expenses incurred, of all work done for which disbursement is requested. The form shall also indicate cumulative expenditures to date, expenditures during the reporting period, and the unexpended balance of funds under the grant agreement.

An authorized representative of the grantee shall sign the form. Each form shall be accompanied by:

1. All receipts and any other source documents for direct expenditures and costs that the grantee has incurred.
2. Original invoices from contractors that the grantee engaged to complete any portion of the work funded under this agreement and receipts and any other source documents for costs incurred and expenditures by any such contractor, unless the Executive Officer makes a specific exemption in writing.
3. Written substantiation of completion of the portion of the project for which the grantee is requesting disbursement.

With each form, the grantee shall submit a supporting progress report summarizing the current status of the project and comparing it to the status required by the applicable work program (budget, timeline, tasks, etc.). The grantee's failure to fully execute and submit a Request for Disbursement form, including attachment of supporting documents, will relieve the Conservancy of its obligation to disburse funds to the grantee unless and until the grantee corrects all deficiencies.

EXPENDITURE OF FUNDS AND ALLOCATION OF FUNDING AMONG BUDGET ITEMS

The grantee shall expend funds in the manner described in the approved project budget. The allocation of the Conservancy's total grant among items contained in the project budget may vary by as much as ten percent without approval by the Executive Officer. Any difference of more than ten percent must be approved in writing by the Executive Officer. The Conservancy may withhold payment for changes in particular budget items

EXPENDITURE OF FUNDS AND ALLOCATION OF FUNDING AMONG BUDGET ITEMS (Continued)

which exceed the amount allocated in the project budget by more than ten percent and which have not received the approval required above. The total amount of this grant may not be increased except by amendment to this agreement. Any increase in the funding for any particular budget item shall mean a decrease in the funding for one or more other budget items unless there is a written amendment to this agreement.

PROJECT COMPLETION

Within ninety days of completion of implementation of the project, the grantee shall supply the Conservancy with evidence of completion by submitting a final report which includes:

1. An inspection report by the grantee certifying completion of the project according to both approved work programs.
2. Documentation that signs have been installed as required by the "SIGNS" section of this agreement.
3. A fully executed final "Request for Disbursement" form.

Within thirty days of grantee's compliance with this paragraph, the Conservancy shall determine whether the grantee has satisfactorily completed the project. If so, the Conservancy shall issue to the grantee a letter of acceptance of the project. The project shall be deemed complete as of the date of the letter.

EARLY TERMINATION AND FAILURE TO PERFORM

Before the project is complete, either party may terminate this agreement for any reason by providing the other party with seven days notice in writing.

If the Conservancy terminates the agreement before the project is complete, the grantee shall take all reasonable measures to prevent further costs to the Conservancy, and the Conservancy shall be responsible for any reasonable and non-cancelable obligations incurred by the grantee in the performance of this agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this agreement.

EARLY TERMINATION AND FAILURE TO PERFORM (Continued)

If the grantee fails to complete the project as required, or fails to fulfill any other obligations of this agreement prior to the termination date, the grantee shall be liable for immediate repayment to the Conservancy of all amounts disbursed by the Conservancy under this agreement

USE, MANAGEMENT, OPERATION AND MAINTENANCE

The grantee shall use, manage, operate and maintain the project in a manner consistent with the grant purposes. The grantee assumes all management, operations and maintenance costs associated with the project, including the costs of ordinary repairs and replacements of a recurring nature, and costs of enforcement of regulations, unless grantee enters into a subsequent agreement for a third party to manage and operate the property consistent with this agreement. The Executive Officer must first approve of any agreement entered into between the grantee and third party. The Conservancy shall not be liable for any cost of such management, operations or maintenance. The grantee shall refrain from developing or otherwise using any other property it owns or controls in the vicinity of the project in such a way as to interfere with or inconvenience the use, management, operation or maintenance of the project or to detract from the project purposes. The grantee may be excused from its obligations for management, operation and maintenance only upon the written approval of the Executive Officer.

MITIGATION

Without the written permission of the Executive Officer, the grantee shall not use or allow the use for mitigation (in other words, to compensate for adverse changes to the environment elsewhere) of any portion of the property on which the Conservancy has funded implementation of the project. In providing permission, the Executive Officer may require that all funds generated in connection with any authorized or allowable mitigation on the real property shall be remitted promptly to the Conservancy.

INSPECTION

Throughout the term of the agreement, Conservancy shall have the right to inspect the project area to ascertain compliance with this agreement.

INDEMNIFICATION AND HOLD HARMLESS

The grantee shall be responsible for, indemnify and hold harmless the Conservancy, its officers, agents and employees from any and all liabilities, claims, demands, damages, or costs, including without limitation litigation costs and attorneys fees, resulting from or arising out of the willful or negligent acts or omissions of the grantee, its officers, agents, contractors, subcontractors and employees, or in any way connected with or incident to this agreement, except for the active negligence of the Conservancy, its officers, agents or employees. The duty of the grantee to indemnify and hold harmless includes the duty to defend as set forth in Civil Code Section 2778.

The grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State, its officers, agents or employees, for any liability resulting from, growing out of, or in any way connected with or incident to this agreement.

Nothing in this agreement is intended to create in the public or in any member of it rights as a third party beneficiary under this agreement.

INSURANCE

Throughout the term of this agreement, the grantee shall procure and maintain insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the grantee or its agents, representatives, employees, volunteers, or contractors associated with the project undertaken pursuant to this agreement. As an alternative, with the written approval of the Executive Officer, the grantee may satisfy the coverage required by this section in whole or in part through: (a) its contractors' procurement and maintenance of insurance for work under this agreement, if the coverage otherwise fully satisfies the requirements of this section; or (b) the grantee's participation in a "risk management" plan, self insurance program or insurance pooling arrangement, or any combination of these, if consistent with the coverage required by this section.

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - a. Insurance Services Office ("ISO") Commercial General Liability coverage (occurrence Form CG 0001) or ISO Comprehensive General Liability form (1973) or comparable with Broad Form Comprehensive General Liability endorsement.
 - b. Automobile Liability coverage: ISO Form Number CA 0001, Code I (any auto).

INSURANCE (Continued)

- c. Workers' Compensation insurance as required by the Labor Code of the State of California.
2. Minimum Limits of Insurance. The grantee shall maintain coverage limits no less than:
 - a. General Liability: *(Including operations, products and completed operations, as applicable)* \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities under this agreement or the general aggregate limit shall be twice the required occurrence limit.
 - b. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
 3. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Executive Officer.
 4. Required Provisions. Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled by either party, except after thirty days' prior written notice by certified mail, return receipt requested, has been given to the Conservancy. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - a. The State of California, its officers, agents and employees are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the grantee; and with respect to liability arising out of work or operations performed by or on behalf of the grantee including materials, parts or equipment furnished in connection with such work or operations.
 - b. For any claims related to this agreement, the grantee's insurance coverage shall be primary insurance as respects the State of California, its officers, agents and employees.

INSURANCE (Continued)

5. Acceptability of Insurers. Insurance shall be placed with insurers admitted to transact business in the State of California and having a current Best's rating of "B+:VII" or better or, in the alternative, acceptable to the Conservancy and approved in writing by the Executive Officer.
6. Verification of Coverage. The grantee shall furnish the Conservancy with original certificates, in the form attached as Exhibit 3 to this agreement and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Executive Officer before work commences. The Conservancy may, at any time, require complete, certified copies of all required insurance policies, including endorsements affecting the coverage.
7. Contractors. The grantee shall include all contractors as insureds under its policies or shall require each contractor to provide and maintain coverage consistent with the requirements of this section. To the extent generally available, grantee shall also require each professional contractor to provide and maintain Errors and Omissions Liability insurance appropriate to the contractor's profession and in a reasonable amount in light of the nature of the project.
8. Premiums and Assessments. The Conservancy is not responsible for premiums and assessments on any insurance policy.

AUDITS/ACCOUNTING/RECORDS

The grantee shall maintain financial accounts, documents, and records (collectively, "records") relating to this agreement, in accordance with the guidelines of "Generally Accepted Accounting Principles" ("GAAP") published by the American Institute of Certified Public Accountants. The records shall include, without limitation, evidence sufficient to reflect properly the amount, receipt, deposit, and disbursement of all funds related to the implementation of the project, and the use, management, operation and maintenance of the real property. Time and effort reports are also required. The grantee shall maintain adequate supporting records in a manner that permits tracing from the request for disbursement forms to the accounting records and to the supporting documentation.

Additionally, the Conservancy or its agents may review, obtain, and copy all records relating to performance of the agreement. The grantee shall provide the Conservancy or its agents with any relevant information requested and shall permit the Conservancy or its

AUDITS/ACCOUNTING/RECORDS (Continued)

agents access to the grantee's premises upon reasonable notice, during normal business hours, to interview employees and inspect and copy books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this agreement and any applicable laws and regulations.

The grantee shall retain the required records for a minimum of three years following the later of final disbursement by the Conservancy, and the final year to which the particular records pertain. The records shall be subject to examination and audit by the Conservancy and the Bureau of State Audits during the retention periods.

If the grantee retains any contractors to accomplish any of the work of this agreement, the grantee shall first enter into an agreement with each contractor requiring the contractor to meet the terms of this section and to make the terms applicable to all subcontractors.

The Conservancy may disallow all or part of the cost of any activity or action that it determines to be not in compliance with the requirements of this agreement.

COMPUTER SOFTWARE

The grantee certifies that it has instituted and will employ systems and controls appropriate to ensure that, in the performance of this contract, state funds will not be used for the acquisition, operation or maintenance of computer software in violation of copyright laws.

NONDISCRIMINATION

During the performance of this agreement, the grantee and its contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, ethnic group identification, physical disability (including HIV and AIDS), mental disability, medical condition, marital status, age (over 40) or sexual orientation (Government Code section 12940). The grantee and its contractors also shall not unlawfully deny a request for or take unlawful action against any individual because of the exercise of rights related to family-care leave (Government Code sections 12945.1 and 12945.2). The grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination, harassment and unlawful acts.

NONDISCRIMINATION (Continued)

Pursuant to Government Code section 12990, the grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900 et seq.) and the applicable regulations (California Code of Regulations Title 2, section 7285.0 et seq.). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations) are incorporated into this agreement by this reference.

The grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This nondiscrimination clause shall be included in all contracts and subcontracts entered into to perform work provided for under this agreement.

UNION ORGANIZING

The grantee acknowledges the state policy contained in Government Code sections 16645 through 16649, prohibiting the use of state funds disbursed as a grant to assist, promote or deter union organizing. In executing this agreement, the grantee certifies that none of the funds disbursed under this agreement shall be used to "assist, promote or deter union organizing", as that phrase is defined by Government Code section 16645(a). The grantee shall: (1) maintain records sufficient to show that any expenditure by the grantee to assist, promote or deter union organizing have not been made from state grant funds; and (2) provide these records to the Attorney General upon request.

INDEPENDENT CAPACITY

The grantee, and the agents and employees of grantee, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.

ASSIGNMENT

Without the written consent of the Executive Officer, the grantee may not assign this agreement in whole or in part.

TIMELINESS

Time is of the essence in this agreement.

EXECUTIVE OFFICER'S DESIGNEE

The Executive Officer shall designate a Conservancy project manager who shall have authority to act on behalf of the Executive Officer with respect to this agreement. The Executive Officer shall notify the grantee of the designation in writing.

AMENDMENT

As expressly provided in this agreement, no change in this agreement shall be valid unless made in writing and signed by the parties to the agreement. No oral understanding or agreement not incorporated in this agreement shall be binding on any of the parties.

LOCUS

This agreement is deemed to be entered into in the County of Alameda.

Figure #2: Codornices Creek Project Site Map



Figure 3: Kite Aerial Photograph of 2004 Restoration from Union Pacific Railroad Tracks to 5th Street
(Taken in 2006 by Cris Benton)

COASTAL CONSERVANCY

Staff Recommendation
December 13, 2007

**SAN FRANCISCO BAY AREA COMMUNITY-BASED, EDUCATIONAL,
ENVIRONMENTAL RESTORATION AND TRAIL PROJECTS GRANT ROUND**

File No. 07-092
Project Manager: Jeff Melby

RECOMMENDED ACTION: Authorization to grant 20 nonprofit organizations and public agencies a total of up to \$1,774,681 for community-based, educational, environmental restoration and trail projects.

LOCATION: Various locations within the nine counties of the San Francisco Bay Area (Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma; Exhibit 1)

PROGRAM CATEGORY: San Francisco Bay Area Conservancy

EXHIBITS

- Exhibit 1: Project Locations
- Exhibit 2: Request for Grant Proposals
- Exhibit 3: Letters of Support

RESOLUTION AND FINDINGS:

Staff recommends that the State Coastal Conservancy adopt the following resolution pursuant to Sections 31000 *et seq.* of the Public Resources Code:

"The State Coastal Conservancy hereby authorizes up to one million seven hundred seventy-four thousand six hundred eighty-one dollars (\$1,774,681) to be disbursed among 20 nonprofit organizations and public agencies for community-based, educational, environmental restoration and trail projects as follows:

- Acterra: Seventy-two thousand dollars (\$72,000) for restoration of the Arastradero Creek Riparian Corridor, Santa Clara County.
- Berryessa Trails & Conservation: Eighty thousand dollars (\$80,000) for habitat restoration and trail building in the Lake Berryessa area, Napa County.
- California Department of Parks and Recreation: fifty thousand dollars (\$50,000) for habitat restoration at Half Moon Bay State Beach and Pigeon Point Light Station, San Mateo County.

*SAN FRANCISCO BAY AREA COMMUNITY-BASED EDUCATIONAL,
ENVIRONMENTAL RESTORATION AND TRAIL PROJECTS GRANT ROUND*

- California State Parks Foundation: Sixty thousand dollars (\$60,000) for wetland restoration and trail building at Candlestick Point State Recreation Area, San Francisco County.
- East Bay Municipal Utility District (EBMUD): Fifty thousand dollars (\$50,000) to restore oak savannah habitat on EBMUD watershed lands, Alameda and Contra Costa Counties.
- Friends of Sausal Creek: Thirty-two thousand dollars (\$32,000) for habitat restoration and trail building at Dimond Park along Sausal Creek, Alameda County.
- Golden Gate Audubon Society: Ninety thousand dollars (\$90,000) for wetland and stream restoration at Arrowhead Marsh at the Martin Luther King, Jr. Shoreline and at Horseshoe Creek, Alameda County.
- Golden Gate National Parks Conservancy: One hundred twenty thousand dollars (\$120,000) for riparian restoration at Redwood Creek, Marin County, and trail building at the Presidio of San Francisco, San Francisco County.
- Literacy for Environmental Justice: Ninety thousand dollars (\$90,000) for wetland restoration at Heron's Head Park, San Francisco County.
- Marin County Department of Parks and Open Space: Thirty-six thousand one hundred dollars (\$36,100) for habitat restoration at Bothin Marsh, Marin County.
- Marin Conservation Corps: One hundred twenty thousand dollars (\$120,000) for habitat restoration at Lower Redwood Creek, Marin County.
- Napa County Regional Park and Open Space District: One hundred thousand dollars (\$100,000) for habitat restoration and trail work at the Napa River Ecological Reserve, Napa County.
- San Mateo County Department of Parks: Thirty-eight thousand one hundred twenty-two dollars (\$38,122) for trail work at San Bruno Mountain, San Mateo County.
- Save San Francisco Bay Association: One hundred twenty-five thousand dollars (\$125,000) for habitat restoration at the Martin Luther King, Jr. Regional Shoreline, Alameda County; the Eden Landing Ecological Reserve, Alameda County; San Francisquito Creek, Santa Clara County; Bair Island, San Mateo County; and Santa Venetia Marsh, Marin County.
- Solano Resource Conservation District: One hundred forty-eight thousand six hundred eighty dollars (\$148,680) for habitat restoration and trail work at Lynch Creek/Lynch Canyon, Blue Rock Springs Creek/Hann Park, and Vallejo Swett Ranch, Solano County.
- Sonoma Ecology Center: One hundred eighteen thousand eight hundred seventy-nine dollars (\$118,879) for riparian restoration at Nathanson Creek, Sonoma County.
- The Bay Institute: One hundred twenty thousand dollars (\$120,000) for habitat restoration at Roseland Creek, Tolay Lake and Sonoma Baylands, Sonoma County; Rio del Mar and York Creek, Napa County; and Tomales Bay and Vineyard Creek, Marin County.
- The Pacifica Land Trust: Ninety-seven thousand nine hundred dollars (\$97,900) for habitat restoration and trail work at Pedro Point Headlands, San Mateo County.
- The Watershed Project: Twenty thousand dollars (\$20,000) for riparian restoration along San Pablo Creek, Contra Costa County.
- Urban Creeks Council: One hundred twenty thousand dollars (\$120,000) for habitat restoration at Rheem Creek, Contra Costa County.
- Urban Creeks Council: Eighty-six thousand dollars (\$86,000) for habitat restoration and

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trail work at Codornices Creek, Alameda County.

Prior to the disbursement of funds to an individual grantee, that grantee shall submit for the review and approval for the Executive Officer of the Conservancy a final work program, schedule, budget, names of subcontractors to be hired, a plan for acknowledging Conservancy funding, and any licensing or other appropriate agreements determined necessary by the Executive Officer for projects restoring natural resources or improving public access on property not owned by the particular grantee."

Staff further recommends that the Conservancy adopt the following findings:

"Based on the accompanying staff report and attached exhibits, the State Coastal Conservancy hereby finds that:

1. The proposed authorization is consistent with the purposes and objectives of Chapter 4.5, (Sections 31160-31165) of Division 21 of the Public Resources Code, regarding the Conservancy's mandate to address the resource goals of the San Francisco Bay Area.
2. The proposed projects are consistent with the Project Selection Criteria and Guidelines, last updated by the Conservancy on September 20, 2007.
3. Each of the grantees is either: 1) a nonprofit organization existing under Section 501(c)(3) of the United States Internal Revenue Code, and whose purposes are consistent with Division 21 of the California Public Resources Code, or 2) a public agency."

PROJECT SUMMARY:

This authorization would provide up to \$1,774,681 to 20 different nonprofit organizations and public agencies for community-based, educational, environmental restoration and/or trail building or enhancement projects.

A number of nonprofit organizations and public agencies working on restoration of and access to the San Francisco Bay Area's baylands, coastal habitats, creeks, rivers, and oak woodlands have sought ways to incorporate people, such as students or community volunteers, into habitat restoration and trail building or enhancement work. Environmental restoration and trail work are often excellent forums for teaching people not only an appreciation for the natural world but also basic science and ecological concepts in a "hands-on" way. In addition, these projects empower people by offering opportunities to make positive changes to their local environment.

Conservancy staff solicited proposals for projects that use habitat restoration and/or trail work to educate community members about the environment in the nine-county San Francisco Bay Area. The solicitation was released May 30, 2007 and was widely distributed (Exhibit 2). Thirty-four project proposals were submitted by nonprofit organizations and public agencies as of July 20, 2007, with \$3.5 million in Conservancy funding requested.

Of the 34 proposed projects submitted, 21 are recommended for funding under this grant round for a variety of reasons. All of the recommended projects include habitat restoration and/or trail-building or enhancement activities appropriate for community volunteers or students, such as removal of exotic plants and propagation and planting of native plants or trail work using hand tools. The proposals emphasize well-designed restoration and trail projects as the centerpiece of

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their environmental education programs. The natural resources to be restored or enhanced reflect the diversity of habitat types in the Bay Area, including tidal wetlands, coastal scrub, riparian corridors, and oak savannah. The trail building or enhancement projects involve regionally significant trails or local trails connecting to regional trails. All recommended applicants clearly described how the projects would use educational content to make the hands-on experience meaningful to the participants. The recommended projects enjoy a broad base of support. Highly ranked proposals also have a strong likelihood of continuing even when Conservancy funding ends, as indicated by matching funds or years in operation.

Over 22,000 people will be directly served by these proposed projects, which are distributed throughout all nine Bay Area counties. All of the recommended applicants reach out to underserved communities. For example, the schools targeted by some of these programs have high numbers of students eligible for free and reduced-fee lunch programs and other programs specifically target students determined to be at-risk of dropping out of school.

Factors that made proposals less competitive included minimal matching funds, restoration focused on less-than-regionally-significant resources, or restoration or trail projects without a strong hands-on or educational component. Six of the proposed projects not being recommended for funding at this time did not closely meet the intent of the solicitation, in terms of having a strong hands-on, community based component, but were otherwise strong proposals. These are being separately investigated by Conservancy staff for their potential to meet other Strategic Plan objectives and may eventually be individually brought before the Conservancy for potential funding.

Below is a list of the organizations, amounts recommended for funding, the project title and a brief description of the proposed project. As summarized above and described in greater detail below, all of the projects focus on hands-on habitat restoration and/or trail work activities, incorporate lessons about environmental processes, and increase the participants knowledge about local habitats and natural areas.

Acterra

\$72,000

Pearson-Arastradero Preserve Riparian Corridor Restoration Project: A diverse community of volunteers and students will restore the Arastradero Creek Riparian Corridor, including invasive plant control and revegetation, which will provide a healthy habitat link between Arastradero and The Bay Area Ridge Trail.

Berryessa Trails & Conservation

\$80,000

Berryessa Community Projects: Local volunteers will remove invasive species and replant native species, clear trail corridors and construct trail segments within the Lake Berryessa Recreation Area.

California Department of Parks and Recreation

\$50,000

San Mateo Coast Volunteer Restoration Program: Volunteers will increase native wildlife habitat and protect biological diversity by removing exotic plants, propagating native plants, and cleaning up the river and beach at Half Moon Bay State Beach and Pigeon Point Light Station.

California State Parks Foundation

\$60,000

Bay Youth for the Environment - Yosemite Slough Wetlands Restoration: Students and

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volunteers will restore wetlands, involving collection/growing of native seeds for native grass restoration, transition zone re-vegetation, and tree plantings at strategic sites throughout Candlestick Point State Recreation Area.

East Bay Municipal Utility District (EBMUD)

\$50,000

Watershed Oak Savannah Restoration: Students and other community members will protect watersheds, restore wildlife habitat, and improve biodiversity along the Bay Area Ridge Trail by restoring oak savannah habitat in the flats surrounding EBMUD's creek restorations throughout their watershed lands.

Friends of Sausal Creek

\$32,000

Creating Regional Appeal and Environmental Educational Opportunities in the Sausal Creek Watershed: Volunteers will restore a section of Dimond Park along Sausal Creek, including planting California native plants and improving public access, recreation, and education along the creek.

Golden Gate Audubon Society

\$90,000

Eco-Oakland Program: Students and community members will reverse environmental degradation in East Oakland through restoration work and by engaging the community in protecting their local watershed. The focus will be on key habitats within the San Leandro Bay watershed, to clean and restore through trash removal, invasive plant removal, and planting of native species.

Golden Gate National Parks Conservancy

\$120,000

Hands-On Restoration at Redwood Creek and Presidio Trail Building: Students and volunteers will manage exotic vegetation, revegetate with natives, and control erosion at Redwood Creek, and will also renew and expand the system of trails in the Presidio to link key visitor venues, programmatic sites, and park landscapes.

Literacy for Environmental Justice

\$90,000

Educational/Community-Based Hands-On Habitat Restoration at Heron's Head Park: Community members and students will restore wetlands at Heron's Head Park by controlling invasives and revegetating to improve soil quality and habitat for wildlife, including nesting migratory bird populations.

Marin County Department of Parks and Open Space

\$36,100

Bothin Marsh Enhancement and Education Program: As part of a larger program to restore Bothin Marsh, students and community members will enhance existing habitat in the north basin through eradication of invasive plants and revegetation of upland cover on the outer levees. The project will include seed collection, invasive plant removal, plant propagation and revegetation.

Marin Conservation Corps

\$120,000

Lower Redwood Creek Floodplain & Salmonid Habitat Restoration Project at the Banducci Site: The Marin Conservation Corps and community volunteers will conduct instream and riparian habitat restoration to enhance critical habitat for endangered coho salmon and other federally listed species in coastal Marin County.

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Napa County Regional Park and Open Space District \$100,000

Local Community Taking Action to Enhance the Napa River Ecological Reserve for Wildlife Habitat and Recreational Open Space: Community members and students will enhance and improve habitat and open space conditions at the under-utilized Napa River Ecological Reserve. Intensive habitat mapping, planning, and restoration will occur on the west side of the Napa River. Also, an existing trail at the site will be made accessible to persons with disabilities.

San Mateo County Department of Parks \$38,122

San Bruno Mountain Volunteer Trail Project: Community volunteers will do hands-on trail work to rehabilitate two seriously neglected trails at San Bruno Mountain.

Save San Francisco Bay Association ("Save the Bay") \$125,000

San Francisco Bay Community-Based Restoration Projects: Students and volunteers will revegetate and enhance tidal salt marsh vegetation diversity and abundance for the benefit of fish, shorebirds, and other wildlife for a suite of five well-developed wetland restoration projects.

Solano Resource Conservation District (RCD) \$148,680

Solano County Community Based Habitat Restoration & Environmental Education Program: Students and other community members will plant native shrub and trees, install irrigation, collect seeds, enhance native plant communities, reduce erosion, and implement stream biomonitoring to protect and enhance the Suisun Marsh Wetland and the Bay Delta Estuary. Participants will also enhance a section of the Bay Area Ridge Trail.

Sonoma Ecology Center \$118,879

Community Hands On Nathanson Creek: Students, families, and other community members will restore a section of Nathanson Creek's riparian vegetation communities.

The Bay Institute \$120,000

North Bay Priority Riparian & Estuarine Natural Resource Restoration Project (Students and Teachers Restoring a Watershed [STRAW]): Students, teachers, and volunteers will conduct riparian and estuarine habitat restoration activities in the San Pablo Baylands, Laguna de Santa Rosa, Tomales Bay, and Napa River Watersheds.

The Pacifica Land Trust \$97,900

Pedro Point Headlands Invasives/Erosion Control and Trail Enhancement: A Pedro Point Headland volunteer-based stewardship program will be developed and implemented to solve Coastal Trail-access issues; make existing trails safe through rails, signage, etc.; prevent erosion; and enhance native habitat restoration. This will create an interim recreational use of the property compatible with a long term vision of a public open space network.

The Watershed Project \$20,000

Restoration and Stewardship of Riparian Ecosystems along the San Pablo Creek: San Pablo Watershed Neighbors Education and Restoration Society (SPAWNERS) will collect seeds propagate plants, and create and install interpretive signs along a section of San Pablo Creek.

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Urban Creeks Council

\$120,000

Rheem Creek Restoration and Watershed Education Project: Students and other community members will restore native riparian habitat, including clearing invasive vegetation, controlling erosion, and installing plants along Rheem Creek.

Urban Creeks Council

\$86,000

Codornices Creek Watershed Project: As part of a larger riparian and creek restoration effort, the Codornices Creek Watershed Council, project partners and volunteers will plant native vegetation and make trail improvements at Codornices Creek.

Site Description: All of the project sites are within at least one of the nine counties under the jurisdiction of the San Francisco Bay Area Conservancy Program. Most of the projects will take place on publicly held lands or lands owned by nonprofit organizations, such as land trusts. A few will take place on private lands and the property owners will enter licensing agreements or other appropriate agreements with the grantee and the Conservancy. See Exhibit 1 for a regional map depicting the location of all of the projects.

Project History: The Conservancy has funded various environmental education projects in the past because they promote public access to natural resources, involve and inform community members about environmental restoration, and build a constituency for stewardship of natural resources. Past projects have included numerous grants for planning, construction, and programming at environmental education and visitor centers along the coast and San Francisco Bay. In addition, the Conservancy has had several competitive grant rounds that have awarded funds to education projects focusing on the restoration of coastal or Bay natural resources, such as the Nonprofit Program's Small Grants Rounds 1 and 2 (August 1996 and June 1997), the Southern California Wetlands Recovery Project's Small Grants Program (2001 to 2007) and the San Francisco Bay Area Conservancy Program's Environmental Restoration and Education Projects Grant Round (August 2003). The education projects funded through these grant rounds involved activities similar to what is proposed for the restoration projects in this staff recommendation; that is, they focused on people collecting, growing, and planting native species and removing invasive exotic species in order to both learn about and restore natural resources.

PROJECTS FINANCING:

Coastal Conservancy	\$1,774,681
Other sources	12,030,917*
In kind	<u>1,073,574</u>
Total Projects Cost	\$14,879,172

* Golden Gate National Parks Conservancy's Hands-On Restoration at Redwood Creek and Presidio Trail Building project has a match of \$10,107,350.

The anticipated source of funds will be the fiscal year 07/08 Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84)

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appropriation for the San Francisco Bay Area Conservancy Program. Consistent with Chapter 10 of the Act (see Public Resources Code Sec. 75071), in evaluating the projects that involve restoration for the purpose of natural resource protection, the Conservancy gave priority to projects for which there is a non-state matching contribution toward the restoration, stewardship or management costs.

CONSISTENCY WITH CONSERVANCY'S ENABLING LEGISLATION:

These projects are undertaken pursuant to Chapter 4.5 of the Conservancy's enabling legislation, Public Resources Code Sections 31160-31165, to address resource and recreational goals in the San Francisco Bay Area. In order to benefit the San Francisco Bay region, the Conservancy may undertake projects and award grants for activities that are compatible with the preservation, restoration, or enhancement of ocean, coastal, bay, or watershed resources, or that facilitate environmental education related to these resources (Section 31165). The proposed projects will protect, restore, and enhance natural habitats and connecting corridors, watersheds, scenic areas, and other open-space resources of regional importance as called for in Section 31162(b). The projects that include trail activities will improve public access through completion and operation of regional trail systems and local trails connecting to population centers, consistent with Section 31162(a). Furthermore, by bringing urban community members to the wetland, riparian, oak woodland, and coastal areas of the Bay Area and engaging them in restoration and trail work, the organizations proposed for funding will "promote, assist, and enhance projects that provide open space and natural areas that are accessible to urban populations for recreational and educational purposes," consistent with Section 31162(d).

These restoration and trail projects involve extensive cooperation between private landowners, public agencies, and nonprofit environmental organizations, providing for broad-based local involvement, and support for, the San Francisco Bay Area Conservancy Program, consistent with Section 31163(b). The projects would also meet the criteria established in Section 31163(c), as the projects serve a regional constituency, can be implemented in a timely way, provide opportunities for restoration projects and educational programs that would be lost if not quickly implemented, and include matching funds.

For those projects with participants that include school students, the educational component of these restoration and trail projects is consistent with Chapter 3, Section 31119(a)(1) which states, "The conservancy may undertake educational projects and programs for pupils in kindergarten to grade 12, inclusive, relating to the preservation, protection, enhancement, and maintenance of coastal resources, and may award grants to nonprofit organizations, educational institutions, and public agencies for those purposes..." The organizations proposed for funding will directly preserve, protect, enhance, and maintain coastal resources by engaging students in hands-on restoration projects and will teach them why their work benefits the environment.

**CONSISTENCY WITH CONSERVANCY'S 2007
STRATEGIC PLAN GOAL(S) & OBJECTIVE(S):**

Consistent with **Goal #1, Objective D** of the Conservancy's 2007 Strategic Plan, which seeks to construct approximately 93 miles of trails, the Golden Gate National Parks Conservancy's trail building project at the Presidio will develop approximately 4.3 miles of inland trails that connect to the coast.

Consistent with **Goal #5, Objective B** of the Conservancy's 2007 Strategic Plan, which seeks to restore and enhance 6,820 acres of coastal habitats, the following projects will contribute to this goal:

- California Department of Parks and Recreation (Half Moon Bay State Beach & Pigeon Point Light Station): 5 acres
- Golden Gate National Parks Conservancy (Redwood Creek): 1.7 acres
- Marin Conservation Corps (Redwood Creek): 2 acres

Consistent with **Goal #5, Objective D** of the Conservancy's 2007 Strategic Plan, which seeks to implement 16 projects that target prevention, control or eradication of non-native invasive species that threaten important coastal habitats, the following projects will contribute to this goal:

- California Department of Parks and Recreation (Half Moon Bay; Pigeon Point)
- Golden Gate National Parks Conservancy (Redwood Creek)
- Marin Conservation Corps (Redwood Creek)

Consistent with **Goal #6, Objective B** of the Conservancy's 2007 Strategic Plan, which seeks to implement 49 projects to preserve and restore coastal watersheds, the Golden Gate National Parks Conservancy restoration project at Redwood Creek will improve 1.7 acres of habitat and other resources within a coastal watershed.

Consistent with **Goal #10, Objective C** of the Conservancy's 2007 Strategic Plan, which seeks to restore or enhance approximately 10,000 acres of wetlands habitat throughout the nine Bay Area counties, the following projects will contribute to this goal:

- California State Parks Foundation (Candlestick Point): 5 acres
- Golden Gate Audubon Society (Arrowhead Marsh): 0.5 acre
- Literacy for Environmental Justice (Heron's Head Park): 24 acres
- Marin Co. Dept. of Parks & Open Space (Bothin Marsh): 3 acres
- Save the Bay (MLK Shoreline; Eden Landing; Bair Is.; Santa Venitia Marsh): 48 acres

Consistent with **Goal #10, Objective F** of the Conservancy's 2007 Strategic Plan, which seeks to restore or enhance approximately 5,000 acres of uplands habitat throughout the nine Bay Area counties, the following projects will contribute to this goal:

- California State Parks Foundation (Candlestick Point): 5 acres
- EBMUD (Oak savannah): 69 acres
- Berryessa Trails and Conservation: 5 acres

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Consistent with **Goal #10, Objective H** of the Conservancy's 2007 Strategic Plan, which seeks to restore or enhance approximately 10 linear miles of riparian or riverine habitat throughout the nine Bay Area counties, the following projects will contribute to this goal:

- Acterra (Arastradero Creek): 0.2 mile
- California State Parks Foundation (Candlestick Point): 0.3 mile
- Friends of Sausal Creek: 0.5 mile
- Golden Gate Audubon Society: 3.2 miles
- Golden Gate National Parks Conservancy (Redwood Creek): 0.7 mile
- Marin Conservation Corps (Redwood Creek): 0.3 mile
- Napa Co. Reg. Park and Open Space Dist. (Napa River): 0.2 mile
- Solano RCD (Lynch Creek, Blue Rock Springs Creek): 0.6 mile
- Sonoma Ecology Center (Nathanson Creek): 0.5 mile
- The Bay Inst. (Roseland Crk; Rio del Mar; York Crk; Vineyard Crk): 0.8 mile
- The Watershed Project (San Pablo Creek): 0.08 mile
- Urban Creeks Council (Rheem Creek): 0.09 mile
- Urban Creeks Council (Codornices Creek): 0.4 mile

Consistent with **Goal #10, Objective K** of the Conservancy's 2007 Strategic Plan, which seeks to implement 5 projects or programs to prevent, control, or eradicate non-native invasive species that threaten important habitats in the San Francisco Bay Area, the following projects will contribute to this goal:

- Acterra
- Berryessa Trails & Conservation
- California Department of Parks and Recreation
- California State Parks Foundation
- EBMUD
- Friends of Sausal Creek
- Golden Gate Audubon Society
- Golden Gate National Parks Conservancy
- Literacy for Environmental Justice
- Marin County Department of Parks and Open Space
- Marin Conservation Corps
- Napa County Regional Park and Open Space District
- Save the Bay
- Solano RCD
- Sonoma Ecology Center
- The Bay Institute
- The Pacifica Land Trust
- The Watershed Project
- Urban Creeks Council

Consistent with **Goal #11, Objective I** of the Conservancy's 2007 Strategic Plan, which seeks to construct approximately 50 miles of regionally significant public access trails and community connectors, including links between the Bay Trail, Ridge Trail, and Coastal Trail and links

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between regional trails and urban communities, the following projects will contribute to this goal:

- Berryessa Trails & Conservation: 4 miles
- California State Parks Foundation: 0.6 mile
- Friends of Sausal Creek: 1 mile
- Golden Gate National Parks Conservancy (Presidio): 4.3 miles

Consistent with **Goal #11, Objective M** of the Conservancy's 2007 Strategic Plan, this authorization will implement 21 projects that create, expand, or improve educational or interpretive programs that are tied to on-the-ground restoration projects or trail construction or enhancement and which are available to the urban population of the Bay Area.

**CONSISTENCY WITH CONSERVANCY'S
PROJECT SELECTION CRITERIA & GUIDELINES:**

The proposed project is consistent with the Conservancy's Project Selection Criteria and Guidelines, last updated on September 20, 2007, in the following respects:

Required Criteria

1. **Promotion of the Conservancy's statutory programs and purposes:** See the "Consistency with Conservancy's Enabling Legislation" section above.
2. **Consistency with purposes of the funding source:** See the "Project Financing" section above.
3. **Support of the public:** The broad level of support for environmental education, restoration, and trail-work activities is indicated by the large numbers of people that will participate in these programs. It is estimated that over 22,000 people from around the Bay will participate in these projects. In addition, all of the selected applicants submitted letters from others recommending their projects. Representative samples of support letters are provided in Exhibit 3.
4. **Location:** All projects are within the nine county jurisdiction of the San Francisco Bay Area Conservancy Program.
5. **Need:** The grant applicants expressed significant difficulty in finding funding for their projects. Without Conservancy funding, these organizations would have to significantly scale back the scope of their proposed activities, with commensurate reduction in benefits to environmental education, restoration, and public access.
6. **Greater-than-local interest:** The projects to be funded by this authorization would serve communities throughout the Bay Area, provide for restoration of nearly every major habitat type found in the region, and provide significant public access to open space areas for educational and recreational purposes. Staff estimates that over 22,000 people would be involved in these restoration and trail-building projects in every county of the Bay Area.

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Additional Criteria

8. **Resolution of more than one issue:** The projects will provide multiple benefits by fulfilling various environmental education, stewardship, habitat restoration and trail building and/or enhancement needs throughout the Bay Area.
9. **Leverage:** See the "Project Financing" section above.
12. **Readiness:** Grantees have started preparing their projects since notification of their selection through the solicitation process in September and will be ready to start in January 2008 if funding is approved in December 2007.
14. **Return to Conservancy:** See the "Project Financing" section above.
15. **Cooperation:** The grantees have secured the cooperation of resource agencies, funding entities, restoration professionals, and volunteers in order to carry out their projects.

CONSISTENCY WITH LOCAL COASTAL PROGRAM POLICIES:

The following grantees have project sites that are located in the Coastal Zone and are subject to Local Coastal Programs (LCPs). These are:

Marin County:

- Golden Gate National Parks Conservancy (Redwood Creek)
- Marin Conservation Corps (Redwood Creek)
- The Bay Institute (Tomales Bay)

San Mateo County:

- California Department of Parks and Recreation (Half Moon Bay State Beach and Pigeon Point Light Station)
- The Pacifica Land Trust (Pedro Point Headlands)

Marin County Projects:

Pursuant to Public Resources Code Section 31252, all areas proposed for resource enhancement should be identified in a certified local coastal plan or program as requiring public action to resolve existing or potential resource problems. The Unit II LCP for Marin County, certified on April 1, 1981, cites water quality and sediment pollution in Tomales Bay as significant problems requiring amelioration. The Marin LCP encourages "responsible agencies to continue working on identifying sources of pollution in Tomales Bay and to take steps to eliminate them" (LCP II-II, p. 72). Though not specifically mentioned, the unnamed tributary that flows into Tomales Bay in Marshall meets the criteria of coastal streams established within the LCP, and is therefore subject to the protections, goals, and objectives afforded by Public Resources Code Section 30231 (Coastal Act) which establishes that "the biological productivity and the quality of coastal waters...shall be maintained and, where feasible, restored..." (LCP II-I, p. 56).

The Marin County Local Coastal Program Unit II Land Use Plan identifies Marin County's numerous coastal zone streams and creeks as sensitive habitats for many species of birds and fish. The Unit II LCP identifies freshwater inflows, sedimentation, water pollution, and protection of riparian habitats as the key concerns for protecting the aquatic resources of the Tomales Bay ecosystem. Because the proposed Tomales Bay project will restore riparian habitat

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and mitigate water quality problems in Tomales Bay, the proposed project is consistent with the LCP Policies.

The Redwood Creek project site in Marin County currently consists of federal parkland administered by the National Park Service (NPS), the Golden Gate National Recreation Area. The Marin LCP requires that federal parkland in the coastal zone be managed in a manner consistent with the Coastal Act, which requires the restoration of the overall quality of the coastal zone's environment and its natural resources (Public Resources Code Section 30231). The federal Coastal Zone Management Act of 1972 provides that federal lands be legally excluded from the coastal zone and thus exempted from a state's coastal planning and regulatory jurisdiction (16 U.S.C. 1453, Section 304). However, the federal act also provides that federal activities within the coastal zone boundary must be consistent with a state's coastal management program, and advises that federal activities be evaluated through the Coastal Commission's consistency review process (16 U.S.C. 1456, Section 307). Those portions of the project outside of NPS ownership must be found consistent with the LCP.

The Unit I LCP for Marin County provides that federal policies and programs for lands in Marin be evaluated as a whole in the Unit II LCP (LCP I-I, p. 14), which also addresses non-federal policies and programs for the project area, and for areas within the coastal zone boundary.

The proposed Redwood Creek projects will result in the restoration of instream and riparian habitat, which will enhance the scenic values, wildlife habitat value, and public recreation opportunities of the project area. The proposed projects are therefore consistent with Public Resources Code section 30231 (Coastal Act), as follows.

Section 30231 states that "[t]he biological productivity and the quality of coastal waters, streams, wetlands, estuaries, and lakes appropriate to maintain optimum populations of marine organisms and for the protection of human health shall be maintained, and, where feasible, restored through, among other means, minimizing adverse effects of waste water discharges and entrainment, controlling runoff, preventing depletion of groundwater supplies and substantial interference with surface water flow, encouraging waste water reclamation, maintaining natural vegetation buffer areas that protect riparian habitats, and minimizing alteration of natural streams." By planning for the reversal and correction of inappropriate land use practices, the proposed Redwood Creek projects will expand, protect and enhance the aquatic, riparian, and marsh habitats in the project area, benefiting water quality and many plant and wildlife species. The projects are therefore consistent with this section.

San Mateo County Projects:

The Half Moon Bay State Beach and Pigeon Point Light Station habitat restoration project and the Pedro Point Headlands project would further many policies of the County of the San Mateo County LCP. These projects are consistent with Policy 7.35 of the "Sensitive Habitats Component" of the LCP: "preservation of all habitats of rare and endangered species. . . ."

The Pedro Point Headlands project is consistent with Policy 7.31 of the "Sensitive Habitats Component" of the LCP: "Restrict pedestrian traffic in bluff and cliff areas and on faces to a limited number of well-defined trails which avoid seabird nesting and roosting sites;" Policy 10.9 of the "Shoreline Access Component": "Provide safe access to shoreline destinations; discourage public use of hazardous trails; protect sensitive habitat; and Policy 11.13 of the

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“Recreation/Visitor-Serving Facilities Component”: “Establish a trails program for the Coastal Zone with the objective of connecting major shoreline to inland park and recreation facilities and trails, and linking existing and proposed recreation facilities along the coast.” The project will protect sensitive habitat by providing and directing public access along a Coastal Trail so that environmentally sensitive areas are avoided, scenic views are protected, and the public has access to the shoreline for recreation.

CONSISTENCY WITH SAN FRANCISCO BAY PLAN:

The projects that are within the jurisdiction of the Bay Conservation and Development Commission (BCDC) are:

- California State Parks Foundation (Candlestick Point State Recreation Area, San Francisco County)
- Golden Gate Audubon Society (Martin Luther King, Jr. Shoreline, Alameda County)
- Literacy for Environmental Justice (Heron’s Head Park, San Francisco County)
- Marin County Department of Parks and Open Space (Bothin Marsh, Marin County)
- Save San Francisco Bay Association (Martin Luther King, Jr. Shoreline and Eden Landing Ecological Reserve, Alameda County; Bair Island, San Mateo County; and Santa Venetia Marsh, Marin County)
- The Bay Institute (Sonoma Baylands, Sonoma County)

Consistent with Part III policy 1 of BCDC’s San Francisco Bay Plan (January 2006), these projects will restore tidal marshes and tidal flats to assure the benefits of fish, other aquatic organisms and wildlife for future generations. Consistent with Part III, policy 6 of the Bay Plan, these habitat restoration projects will not use non-native species.

COMPLIANCE WITH CEQA:

The proposed projects are exempt from review of impacts under the California Environmental Quality Act (CEQA, Public Resources Code Section 21000 *et seq.*). All of the projects are exempt under 14 Cal. Code of Regulations Sections 15301(i) (minor alteration of existing facilities) and 15304 (minor alterations to land). Section 15301(i) exempts the maintenance of wildlife areas and stream channels to protect fish and wildlife resources. The habitat restoration and trail projects will maintain fish and/or wildlife habitat by removing invasive exotic species that degrade native wildlife and fish habitat, planting native plants, and/or by building or enhancing trails to minimize erosion and other potential adverse impacts. Section 15304 exempts the minor public or private alterations in the conditions of land, water, and/or vegetation which do not involve removal of healthy mature scenic trees. The projects involve community members using hand tools to remove exotic species, grow and plant native species, and build and enhance trails. This work will not entail removal of scenic trees, nor will the projects remove species that would require permits from regulatory agencies.

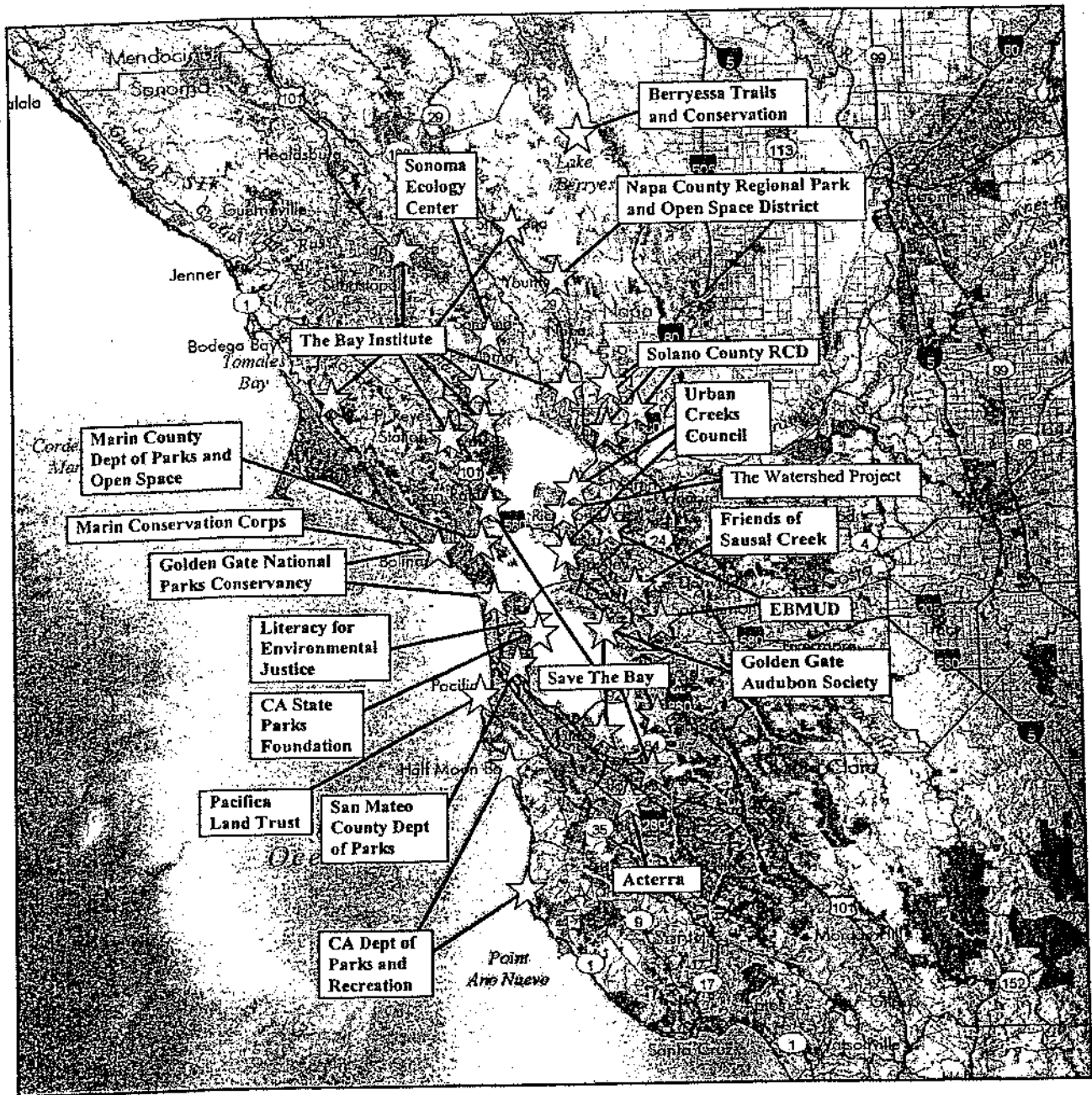
*SAN FRANCISCO BAY AREA COMMUNITY-BASED EDUCATIONAL,
ENVIRONMENTAL RESTORATION AND TRAIL PROJECTS GRANT ROUND*

Most of the projects that include habitat restoration activities (grantees: Acterra; Berryessa Trails & Conservation; California Department of Parks and Recreation; California State Parks Foundation; Friends of Sausal Creek; Golden Gate Audubon Society; Golden Gate National Parks Conservancy; Marin County Department of Parks and Open Space; Marin Conservation Corps; Napa County Regional Park and Open Space District; Solano RCD; Sonoma Ecology Center; The Bay Institute; The Watershed Project; and the Urban Creeks Council) are categorically exempt from CEQA in that the projects consist of small habitat restoration, enhancement, maintenance, and protection for fish, plants, or wildlife (14 Cal. Code of Regulations Section 15333). These projects satisfy all of the criteria under Section 15333 as follows: 1) the projects do not exceed five acres in size, 2) there will be no significant adverse impact on endangered, rare, or threatened species or their habitat, 3) there are no hazardous materials at or around the project sites that may be disturbed or removed, and 4) the projects will not result in impacts that are significant when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.

The projects that include trail improvements (grantees: Napa County Regional Park & Open Space District; San Mateo County Department of Parks; Solano RCD; The Pacifica Land Trust; and the Urban Creeks Council [Codornices Creek project]) are categorically exempt from the requirements of CEQA. Improvements to existing trails are exempt under 14 California Code of Regulations Section 15301, which exempts repair, maintenance, and minor alteration of existing structures and facilities involving negligible or no expansion of use beyond existing conditions; and Section 15302, which exempts replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced.

Upon Conservancy approval, staff will file Notices of Exemption.

Exhibit 1
Projects Location Map



CERTIFICATE OF INSURANCE

State Coastal Conservancy, State of California

ISSUE DATE (/ /)

Project Agreement #: 07-143 SCC Project Mgr: B. Buxton

PRODUCER (Agent or Broker)

THIS CERTIFICATE OF INSURANCE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

		COMPANIES	BEST'S RATING
COMPANY LETTER	A	_____	_____
COMPANY LETTER	B	_____	_____
COMPANY LETTER	C	_____	_____
COMPANY LETTER	D	_____	_____

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS ARE SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY or <input type="checkbox"/> COMPREHENSIVE GENERAL LIABILITY <input type="checkbox"/> ISO form (1973) or comparable with Broad Form Comprehensive General Liability endorsement. <input type="checkbox"/> Other: _____ <input type="checkbox"/> OCCURENCE <input type="checkbox"/> OTHER _____ <input type="checkbox"/> General Aggregate applies per project				EACH OCCURRENCE	\$
					FIRE DAMAGE (Any one fire)	\$
					MEDICAL EXPENSE (any one person)	\$
					PERSONAL & ADVERTISING INJURY	\$
					GENERAL AGGREGATE	\$
					PRODUCTS-COMP/OPS AGGREGATE	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO (ISO Form Number CA 0001, Code or equivalent) <input type="checkbox"/> OTHER: <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NONOWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY				COMBINED SINGLE LIMIT (each accident)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE	\$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA <input type="checkbox"/> OTHER THAN UMBRELLA FORM <input type="checkbox"/> WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				EACH OCCURRENCE	\$
					AGGREGATE	\$
					STATUTORY	\$
					EACH ACCIDENT	\$
					DISEASE-POLICY LIMIT	\$
					DISEASE-EACH EMPLOYEE	\$
	PROPERTY INSURANCE <input type="checkbox"/> COURSE OF CONSTRUCTION				AMOUNT OF INSURANCE	\$
					PERCENT REPLACEMENT VALUE	

DESCRIPTION OF OPERATIONS/LOCATION/VEHICLES/RESTRICTION/DEDUCTIBLES/SELF INSURED RETENTIONS/SPECIAL ITEMS

THE FOLLOWING PROVISIONS APPLY:

- None of the above-described policies will be canceled until after 30 days' written notice has been given to the State Coastal Conservancy at 1330 Broadway, 13th Floor, Oakland, CA 94612.
- The State of California (State), its officials, officers, employees and volunteers are added as insureds on all liability insurance policies listed ABOVE.
- It is agreed that any insurance or self-insurance maintained by the State will apply in excess of and not contribute with, the insurance described above.
- All rights of subrogation under the property insurance policy listed above have been waived against the State.
- The workers' compensation insurer named above, if any, agrees to waive all rights of subrogation against the State for injuries to employees of the insured resulting from work for the State or use of the State's premises or facilities.

CERTIFICATE HOLDER/ADDITIONAL INSURED

AUTHORIZED REPRESENTATIVE

State of California

SIGNATURE _____
 TITLE _____
 PHONE NO. _____

EXHIBIT 3