

STATE OF CALIFORNIA
CALIFORNIA NATURAL RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES

AGREEMENT NUMBER: 4600012264

GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES
AND

MARIN COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

FOR A LOCAL LEVEE EVALUATION GRANT
FOR THE

CORTE MADERA CREEK LEVEE EVALUATION PROJECT

A PART OF THE
LOCAL LEVEE ASSISTANCE PROGRAM
UNDER

THE SAFE DRINKING WATER, WATER QUALITY AND SUPPLY, FLOOD CONTROL,
RIVER AND COASTAL PROTECTION BOND ACT OF 2006

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STATE OF CALIFORNIA
CALIFORNIA NATURAL RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES

GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES
AND
MARIN COUNTY FLOOD CONTROL AND WATER CONSERVATION
FOR A LOCAL LEVEE EVALUATION PROJECT
FOR THE CORTE MADERA CREEK LEVEE EVALUATION PROJECT

THIS GRANT AGREEMENT is entered into by and between the State of California, acting by and through its Department of Water Resources, herein referred to as the "State" and the Marin County Flood Control and Water Conservation District, a public agency in Marin County, State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee," which parties do hereby agree as follows:

ARTICLE 1. PURPOSE OF GRANT

This grant is made by the State to the Grantee to assist in financing a local levee evaluation project as specified in the Work Plan. Grant funds are being provided pursuant to Public Resources Code, section 75032. Grant funds may be used only as provided in this Grant Agreement for Eligible Project Costs as included in the Work Plan.

ARTICLE 2. GRANTEE'S ASSURANCE OF COMPLIANCE

The Grantee accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Grantee in the application, documents, amendments, and communications filed in support of its request for financing.

ARTICLE 3. DEFINITIONS

Whenever the following terms are used in this Grant Agreement, their meaning shall be as follows unless the context clearly requires otherwise:

- a. Grant Agreement. The Grant Agreement including all exhibits appended thereto.
- b. Days. Calendar days unless otherwise expressly indicated.
- c. Years. Calendar years unless otherwise expressly indicated.
- d. Project. The Corte Madera Creek Levee Evaluation Project, as set forth in the Work Plan set forth in Exhibit C.
- e. Work Plan. The Work Plan, Budget, and Schedule for the Project as set forth in Exhibit C to this Grant Agreement.

ARTICLE 4. TERM OF GRANT AGREEMENT

This Grant Agreement shall commence on date this Agreement is signed by the State and shall remain in effect until June 30, 2021. Any provision of this Agreement that imposes an obligation beyond the term of this Agreement or after the termination this Agreement, shall survive beyond the expiration or termination of this Agreement.

ARTICLE 5. FUNDING AMOUNT

The maximum amount payable by the State under this Agreement shall not exceed \$1,624,286. The Grantee agrees to fund any additional costs necessary to complete the Project. Such additional costs are the sole responsibility of the Grantee and are estimated to be \$2,489,668. Such additional costs shall be met by the Grantee using non-State sources.

ARTICLE 6. ELIGIBLE PROJECT COSTS

Costs eligible for reimbursement under this Grant Agreement include the actual costs directly related to the tasks of:

- a. Conducting rotary wash drilling, core drilling, cone penetration, or other acceptable tests;
- b. Performing laboratory tests on the resulting samples;
- c. Performing engineering analyses and reporting on the resulting data;
- d. Acquiring temporary right of way for performing the work; and,
- e. Preparing Progress Reports, the Project Completion report, and the Evaluation Report.

Reimbursement for administrative costs, unless separately reported, will be considered to be included in the amounts paid for field testing, laboratory testing, and evaluation and reporting.

Indirect costs are ineligible for reimbursement under this Grant Agreement. The grant funds for this Agreement are the proceeds from the sale of general obligation bonds. As such, grant funds may not be used for any indirect costs. For purposes of this Agreement, "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the Project (i.e., costs that are not directly related to the Project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration by the Grantee; non-project-specific accounting and personnel services performed within the Grantee organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; and, generic overhead or markup. Any Statement of Costs submitted including Indirect Costs will cause that Statement of Costs, in its entirety, to be disputed and will not be paid until the dispute is resolved. This prohibition applies to the Grantee and any subcontract or sub-agreement for work on the Project that will be reimbursed with grant funds pursuant to this Agreement. (Gov. Code, § 16727.)

ARTICLE 7. REQUIREMENTS FOR DISBURSEMENT – CONDITIONS PRECEDENT

The Grantee shall meet all applicable conditions precedent to the disbursement of money under this Agreement. Failure by the Grantee to comply with this requirement may, at the option of the State, result in termination of the Grant Agreement under Article A-37. The State shall have no obligation to disburse money under this Agreement unless and until the Grantee has satisfied the State that the disbursement is in accordance with all applicable legal requirements, and the following conditions:

- a. Compliance with Applicable Laws. The Grantee shall be responsible for observing and complying with any applicable federal, state and local laws, rules, and regulations affecting the Project and any performance of the Grantee in completing the Project.
- b. Approvals, Permits, and Licenses. The Grantee shall be responsible for obtaining any and all permits, licenses, easements, rights-of-way and other approvals or property rights required for performing any work under this Agreement. Any property right obtained must allow access for the construction, and continued operation, and maintenance of the Project. Any real property acquired pursuant to this Agreement shall comport with the provisions of Article A-16.
- c. Progress Reports. The Grantee has submitted all periodic progress reports due at the time of the disbursement request in accordance with Article 13.
- d. California Environmental Quality Act (CEQA). Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the State Project Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the State Project Manager. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Article 12.

ARTICLE 8. STATEMENTS OF COSTS

- a. The Grantee shall provide a statement of the incurred Eligible Project Costs for work performed during the period identified in the particular statement. The Statement of Costs shall include:
 - i. The date of the invoice, the time period covered by the invoice, and the total amount due;
 - ii. Itemized costs based on the categories specified in the Project Budget. The amount claimed for salaries/wages/consultant fees must be based on a calculation formula (i.e., hours or days worked multiplied by the hourly or daily rate = the total amount claimed);
 - iii. Delineation between costs claimed for reimbursement from the State's funding amount and the Grantee's costs;
 - iv. Original signature and date (in ink) of the Grantee's authorized representative or Project Manager.
- b. The State will review each Progress Report and each Statement of Costs to determine whether claimed costs are Eligible Project Costs and whether the Grantee has provided adequate information to verify that claimed expenses were incurred.
- c. The State may reject a Statement of Costs if: (1) it is submitted without signature; (2) it contains non-Eligible Project Costs; or, (3) it is submitted under signature of a person other than the Grantee's Project Manager or the Grantee's authorized representative.
- d. A Statement of Costs containing a mathematical error will be corrected by the State's Project Manager, after a telephone call or email to the Grantee; and will thereafter be treated as if submitted in the corrected amount. The State will provide the Grantee with notification of the corrected Statement of Costs.
- e. The State will notify the Grantee in writing, whenever, upon review of a Statement of Costs, the State determines that any portion or portions of the costs claimed: (1) are ineligible to be paid under Federal or State law, or the terms of this Agreement; (2) do not constitute Eligible Project Costs approved by the State for funding under the terms of this Agreement; or (3) are not supported by invoices or receipts acceptable to the State. The Grantee may, within thirty (30) days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to timely submit adequate documentation curing the deficiency(ies), the State will adjust the pending Statement of Costs by the amount of the ineligible and/or unapproved cost(s). The Grantee may continue to submit additional documentation in support of rejected cost(s) and may include such cost(s) with additional supporting documentation on a subsequent Statement of Costs. Disputes concerning whether costs are Eligible Projects Costs and have been adequately documented will be resolved in accordance with the dispute resolution process set forth in Article 12.
- f. All Statements of Costs shall be accompanied by a statement signed by the Grantee's Project Manager or authorized representative that the statement is correct to the best of his or her knowledge and belief after an investigation that is reasonable under the circumstances and is submitted under penalty of perjury. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such. Any Eligible Costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other Eligible Cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder. Additionally, the State may request an audit pursuant to Article A-6 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 489-490.)
- g. At the sole discretion of the State, the State may modify the requirements for preparation and submittal of Statements of Costs in order to improve administration of this Agreement or to ensure compliance with the Governor's Executive Order on accountability for bond funds, Executive Order S-02-07, or other legal requirements.
- h. After the Project has been completed or terminated, the Grantee shall furnish to the State, within ninety (90) days, a final statement of incurred Eligible Project Costs and disposition of funds disbursed. Periodic cost statements and the final statement of costs shall clearly delineate those costs claimed for reimbursement from the State and those costs that represent the Grantee's costs.

ARTICLE 9. DISBURSEMENTS

Payment will be made quarterly, in arrears, following the review by the State of each statement of costs and relevant progress reports. The State will disburse to the Grantee the amount approved, subject to the availability of funds. Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. All money disbursed pursuant to this Agreement shall be used solely to pay Eligible Project Costs and deposited, administered, and accounted for pursuant to the provisions of applicable law.

ARTICLE 10. RETENTION

The State shall withhold ten percent (10%) of the funds requested by the Grantee for reimbursement of Eligible Project Costs until the Project or a specified item or task of the Project is completed. A task or item will be considered completed when all work associated in the Work Plan with the task or item has been completed and all required products for that task or item have been received and approved by State. No release of retained funds will be made for a partially completed task or item. When funds withheld for a task or item have been reimbursed to the Grantee, no further costs for that task or item will be eligible for reimbursement, and no further payment will be made for that task or item.

ARTICLE 11. WITHHOLDING OF GRANT DISBURSEMENTS BY STATE

If the State determines the Work Plan is not being implemented in accordance with the provisions of this Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the grant funds and take any other action that it deems necessary to protect the State's interests. The State may require the Grantee to immediately repay all or any portion of the disbursed funding amount with interest, consistent with its determination. The State may consider the Grantee's refusal to repay the requested funding amount a contract breach subject to the default provisions in Article 12. If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by the Grantee and shall no longer be binding on either party.

ARTICLE 12. DEFAULT PROVISIONS AND DISPUTE RESOLUTION

The Grantee will be in default under this Agreement if any of the following occur:

- a. Breach of this Agreement, or any supplement or amendment to it, or any other agreement between the Grantee and the State evidencing or securing the Grantee's obligations;
- b. Making any false warranty, representation, or statement with respect to this Agreement;
- c. Failure to complete the Project in accordance with this Agreement; or,
- d. Failure to make any remittance required by this Agreement.

Should an event of default occur the State shall provide a notice of default to the Grantee. If the Grantee fails to cure the default within a reasonable period of time (not less than 45 days) prescribed by the State, the State may do any or all of the following:

- a. Require repayment of any grant funds disbursed, with interest, which shall be equal to State of California general obligation bond interest rate in effect at the time of the default;
- b. Terminate any obligation to make future payments to the Grantee;
- c. Terminate this Agreement; and,
- d. Take any other action that it deems necessary to protect its interests.

Any claim the Grantee may have regarding the performance of this Agreement including, but not limited to claims for an extension of time, shall be submitted to the State's Project Manager within thirty (30) days of the Grantee's knowledge of the claim. The State and the Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to the Agreement to implement the terms of any such resolution.

Before either party to this Agreement may bring suit in any court concerning an issue relating to this Agreement, that party must first seek in good faith to resolve the issue through negotiation or other forms of

nonbinding alternative dispute resolution mutually acceptable to the parties. Any costs of dispute resolution shall be shared evenly by the parties. Except as provided in this Agreement, the existence of a dispute shall not excuse the parties from performance pursuant to this Agreement. In the event of litigation between the parties arising from this Agreement, it is agreed that each party shall bear its own filing costs and attorney fees.

ARTICLE 13. SUBMISSION OF REPORTS

- a. Periodic Progress Reports. The Grantee shall submit a progress report on the status of the Project to the State in substantiation of and concurrent with each cost statement required in Article 8, commencing at submittal of the first cost statement. Records of expenditures shall accompany the report or the corresponding statement of cost. The time periods covered by the progress reports shall be quarterly, exclusive and continuous. The contents of the Periodic Progress Reports are set forth in Exhibit B.
- b. Evaluation Report. The Grantee shall submit an Evaluation Report after completion of the Project. For geotechnical studies, the Evaluation Report shall include the location of all test sites, completed data from field and laboratory tests performed, engineering analyses of the results. For hydraulic studies, the Evaluation Report shall include all considered hydraulic impacts, modeling data, and engineering analyses of the results. For feasibility studies, the Evaluation Report shall include the basis for all considered alternatives and engineering evaluations related to the assessment of alternatives. The Evaluation Report format is set forth in Exhibit B.
- c. Project Completion Report. Within ninety (90) days after completion of the Project, the Grantee shall prepare and submit to the State a Project Completion Report. The Project Completion Report shall be provided in hard copy and digital format prior to final release of withheld grant funds retained by the State. The contents of the Project Completion Report are set forth in Exhibit B.
- d. Additional Reporting Requirements. At its sole discretion, the State may impose additional or more frequent reporting requirements, including information requested by the Department of Finance, the State Treasurer's Office, or other governmental entity to ensure accountability for expenditure of funds and compliance with other legal requirements.

ARTICLE 14. PROJECT MANAGERS

The Department of Water Resources' Program Manager for the Local Levee Assistance Program shall act as the State Project Manager. The State Project Manager shall be the State's representative for administration of the Grant Agreement and shall have authority to make determinations and findings with respect to any controversy arising under or in connection with the interpretation, performance, or payment for work performed under this Agreement.

The Grantee Project Manager shall be Hugh Davis, Project Manager, Marin County Flood Control and Water Conservation District. The Grantee Project Manager shall be the Grantee's representative for the administration of the Grant Agreement and shall have full authority to act on behalf of the Grantee, including authority to execute all payment requests. All communications given to the Project Manager shall be as binding as if given to the Grantee.

Either party may change its Project Manager upon written notice to the other party.

ARTICLE 15. NOTICES

Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be sent by any of the following means: (i) by delivery in person; (ii) by certified U.S. mail, return receipt requested, postage prepaid; (iii) by "overnight" delivery service, provided that next-business-day delivery is requested by the sender; or (iv) by email, followed by submittal of a hard copy by first class mail or similar means. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given five (5) business days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent by email will be effective on the date of successful transmission, which is documented in writing. Notices required to be given in writing to the Grantee under this Grant Agreement shall be authorized by the State's Project Manager or designee and shall be sent to:

Hugh Davis
Marin County Flood Control and Water
Conservation District
3501 Civic Center Drive, Room 304
San Rafael, CA 94816

Notices required to be given in writing to the State under this Grant Agreement shall be sent to:

State of California
Department of Water Resources
Division of Flood Management
3464 El Camino Ave, Suite 200
Sacramento, California 95821-9000
Attention: Patrick Luzuriaga, Program Manager
Local Levee Assistance Program

A change of address for delivery of notice may be made by either party by written notice of such change of address to the other party a minimum of seven (7) days prior to the change.

ARTICLE 16. INCORPORATION OF EXHIBITS

This Grant Agreement incorporates Exhibit A, "Standard Conditions," Exhibit B, "Report Formats", Exhibit C, "Work Plan, Budget, and Schedule," and Exhibit D, "Adopted Resolution" all of which are attached. The Grantee accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Grantee in the application, documents, amendments, and communications filed in support of its request for Local Levee Assistance Program grant funds.

ARTICLE 17. WORK PLAN REVISIONS

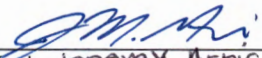
At the request of the Grantee, the State, may, at its sole discretion, approve non-material changes to the Work Plan, Project Budget, and Project Schedule without formally amending this Agreement. Non-material changes with respect to the Project Budget are changes that only result in reallocation of the line items within the Project Budget and will not result in an increase in the amount of the State's Funding Amount set forth in Article 5. Non-material changes with respect to the Project Schedule are changes that will not extend the Term of this Agreement which is set forth in Article 4. Requests for non-material changes to the Project Budget and Project Schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Project Manager in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Funding Agreement upon the date last signed below.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

MARIN COUNTY FLOOD CONTROL AND WATER
CONSERVATION DISTRICT

Acting

By 
Eric Koch Jeremy Arrich
Chief, Division of Flood Management

By 
Raul Rojas
Marin County Director of Public Works

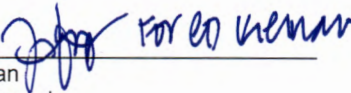
Date: FEB 09 2018

Date: 12/3/17

Approved as to Legal Form And Sufficiency:

Approved as to Legal Form And Sufficiency:

By 
Robin Brewer, Assistant Chief Counsel
Office of the Chief Counsel

By 
Ed Kiernan
Legal Counsel

Date: 1-11-18

Date: 12/7/17

1/1

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FEB 08 2018

EXHIBIT A – STANDARD CONDITIONS

A.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:

- a. Separate Accounting of Funding Disbursements and Records: The Grantee shall account for the money disbursed pursuant to this Agreement separately from all other Grantee funds. The Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. The Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. The Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by the State at any and all reasonable times.
- b. Fiscal Management Systems and Accounting Standards: The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state or federal law, or this Agreement.
- c. Disposition of Money Disbursed: All money disbursed pursuant to this Agreement shall be deposited in a non-interest bearing account, administered, and accounted for pursuant to the provisions of applicable law.
- d. Remittance of Unexpended Funds: The Grantee shall remit to the State any unexpended funds that were disbursed to the Grantee under this Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) days from the final disbursement from the State to the Grantee of funds or, within thirty (30) days of the expiration of the Agreement, whichever comes first.

A.2. ACKNOWLEDGEMENT OF CREDIT: The Grantee shall include appropriate acknowledgement of credit to the State and to all cost-sharing partners for their support when promoting the Project or using any data and/or information developed under this Agreement. During construction of the Project, the Grantee shall install a sign at a prominent location which shall include a statement that the Project is financed under the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Act of 2006, (Local Levee Assistance Program), administered by State of California, Department of Water Resources. The Grantee shall notify the State that the sign has been erected by providing them with a site map with the sign location noted and a photograph of the sign.

A.3. AMENDMENT: This Agreement may be amended at any time by mutual agreement of the parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. The State shall have no obligation to agree to an amendment.

A.4. AMERICANS WITH DISABILITIES ACT: By signing this Agreement, the Grantee assures the State that it is in compliance 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.

A.5. APPROVAL: This Agreement is of no force or effect until signed by all parties to the Agreement. The Grantee may not submit invoices or receive payment until all required signatures have been obtained.

A.6. ASSIGNMENT: This Grant is not assignable by the Grantee, either in whole or in part, without the written consent of the State.

A.7. AUDITS: The State reserves the right to conduct an audit during the Term of the Agreement as set forth in Article 4, with the costs of such audit borne by the State. After completion of the Project, the State may require the Grantee to conduct a final audit to State's specifications, at the Grantee's expense, such audit to be conducted by and a report prepared by an independent certified public accountant. Failure or refusal by the Grantee to comply with this provision shall be considered a breach of this Agreement, and the State may elect to pursue any remedies provided in Article 12 or take any other action it deems necessary to protect its interests.

Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Agreement with respect of all matters connected with this Agreement, including but not limited to, the cost of administering this Agreement. All records of Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after final payment. The Grantee agrees it shall return any audit disallowances to the State.

A.8. BUDGET CONTINGENCY: If the Budget Act of the current year and/or subsequent years covered under this Agreement does not appropriate sufficient funds for this program, this Agreement shall be of no force and

effect. This provision shall be construed as a condition precedent to the obligation of the State to make any payments under this Agreement. In this event, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Agreement and the Grantee shall not be obligated to perform any provisions of this Agreement. Nothing in this Agreement shall be construed to provide the Grantee with a right of priority for payment over any other grantee. If this Agreement's funding for any fiscal year is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to the Grantee to reflect the reduced amount.

- A.9. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code section 7110, that:
- a. The Grantee 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,
 - b. The Grantee, 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.
- A.10. COMPETITIVE BIDDING AND PROCUREMENTS: The Grantee shall comply with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations in the Grantee's contracts with other entities for acquisition of goods and services and construction of public works with funds provided by the State under this Agreement.
- A.11. COMPUTER SOFTWARE: The Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- A.12. CONFLICT OF INTEREST: All participants are subject to State and federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in this Agreement being declared void; other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- a. Current State Employees: 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. 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.
 - b. Former State Employees: 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. 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.
 - c. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
 - d. Employees and Consultants to the Grantee: Individuals working on behalf of a Grantee may be required by the State to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- A.13. DELIVERY OF INFORMATION, REPORTS, AND DATA: The Grantee agrees to expeditiously provide throughout the term of this Agreement, such reports, data, information, and certifications as may be reasonably required by the State.
- A.14. DISPOSITION OF EQUIPMENT: The Grantee shall provide to the State, not less than thirty (30) days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by the State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within sixty (60) days of receipt of such inventory the State shall provide the Grantee with a list of the items on the inventory to which the State will take title. All other items shall become the

property of the Grantee. The State shall arrange for delivery from the Grantee of items to which it takes title. The cost of transportation, if any, shall be borne by the State.

- A.15. DRUG-FREE WORKPLACE CERTIFICATION – CERTIFICATION OF COMPLIANCE: By signing this Agreement, the Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of the State, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:
- a. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355(a)(1).
 - b. Establish a Drug-Free Awareness Program, as required by Government Code section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Grantee's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation, and employee assistance programs; and,
 - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
 - c. Provide, as required by Government Code section 8355(a)(3), that every employee, contractor, subcontractor, and/or consultant who works under this Agreement:
 - i. Will receive a copy of the Grantee's drug-free policy statement, and
 - ii. Will agree to abide by terms of the Grantee's condition of employment, contract or subcontract.
 - d. This Agreement may be subject to suspension of payments or termination, or both, if the State determines that the Grantee, its contractors, subcontractors, or consultants have made a false certification; or, the Grantee, its contractors, subcontractors, or consultants violates the certification by failing to fulfill the above requirements.
- A.16. FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED CIVIL ENGINEER: Upon completion of the Project, the Grantee shall provide for a final inspection and certification by a California Registered Civil Engineer that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Agreement. The Grantee shall notify the State's Project Manager at least fourteen (14) days prior to the inspection to provide the State the opportunity to participate in the inspection.
- A.17. GOVERNING LAW: This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- A.18. GRANTEE'S RESPONSIBILITY FOR WORK AND PERFORMANCE: The Grantee is solely responsible for the design, implementation, and operation and maintenance of the Project. Review or approval of plans, specifications, Project documentation, bid documents, or other documents by the State is solely for the purpose of proper administration of grant funds and shall not be deemed to relieve or restrict the Grantee's responsibility.
- The Grantee shall be responsible for all work and for all persons or entities engaged in the work, including contractors, subcontractors, suppliers, and providers of services. The Grantee shall give personal supervision to any work in progress that is required under this Grant Agreement or employ a competent representative, satisfactory to the State, with the authority to act for the Grantee. The Grantee or its authorized representative shall be present while work is in progress. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including bid disputes, and payment disputes with the Grantee's contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of or payment for work. The Grantee agrees to faithfully and expeditiously perform or cause to be performed all requirements of this Agreement and any amendments hereto.
- A.19. INCOME RESTRICTIONS: The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement.

- A.20. INDEMNIFICATION: The Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to, any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. The Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- A.21. INDEPENDENT CAPACITY: The Grantee, and the agents and employees of the Grantee, in the performance of the Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- A.22. INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Agreement. Failure or refusal by the Grantee to comply with this provision shall be considered a breach of this Agreement, and the State may withhold disbursements to the Grantee or take any other action it deems necessary to protect its interests.
- A.23. INSPECTIONS OF PROJECT BY STATE: The State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Agreement. This right shall extend to any subcontracts, and the Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to this Agreement.
- A.24. LABOR CODE COMPLIANCE: The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. The Grantee certifies that it has a Labor Compliance Program (LCP) in place or has contracted with a third party that has been approved by the Director of the Department of Industrial Relations (DIR) to operate an LCP. Current DIR requirements may be found at <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.
- A.25. NON-DISCRIMINATION:
- a. During the performance of this Agreement, the Grantee and its consultants and contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.
 - b. The Grantee, its consultants, and contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
 - c. The Grantee, its consultants, and contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12990) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
 - d. The Grantee, its consultants, and contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement, if any.
 - e. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement. Failure by the Grantee to carry out these requirements and applicable requirements of 40 C.F.R. part 33 is a breach of a material provision of this Agreement which may result in its termination.

- A.26. OPINIONS AND DETERMINATIONS: Where the terms of this Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- A.27. PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION: The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with the Grantee's service of water, without prior permission of the State. The Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of the Grantee meet its obligations under this Agreement, without prior written permission of the State. The State may require that the proceeds from the disposition of any real or personal property be remitted to the State.
- A.28. REMAINING BALANCE: In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.
- A.29. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- A.30. RIGHTS IN DATA: The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Agreement, subject to appropriate acknowledgement of credit to the State and the State for financial support. The Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- A.31. SEVERABILITY: Should any portion of this Agreement be determined to be void or unenforceable, such shall be severed from the whole and this Agreement shall continue as modified.
- A.32. STATE REVIEWS: The parties agree that review or approval of project application, documents, permits, plans, and specifications or other project information by the State is for administrative purposes only and does not relieve the Grantee of their responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the Project.
- A.33. SUSPENSION OF PAYMENTS: This Agreement may be subject to suspension of payments or termination, or both, and the Grantee may be subject to debarment if the State determines that:
- a. The Grantee, its contractors, or subcontractors have made a false certification, or
 - b. The Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Agreement.
- A.34. SUCCESSORS AND ASSIGNS: This Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by the State and made subject to such reasonable terms and conditions the State may impose.
- A.35. TERMINATION BY GRANTEE: Subject to the State's approval which may be reasonably withheld, the Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, the Grantee must provide a reason(s) for termination. The Grantee must submit all progress reports summarizing accomplishments up until termination date.
- A.36. TERMINATION FOR CAUSE: Subject to the right to cure under Article 12, the State may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Article 12.
- A.37. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on thirty (30) days written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.

- A.38. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- A.39. TIMELINESS: Time is of the essence in this Grant Agreement. The Grantee shall diligently perform or cause to be performed all requirements set forth in the Work Plan and in accordance with the Project Schedule contained in Exhibit B. The Project Schedule may be extended subject to the written approval of the State, but may not be extended beyond five (5) years from the date this Agreement is signed by the State. The Project shall be considered "complete" after the certification provided by a California Registered Civil Engineer pursuant to Paragraph A.17; or, the Project Completion Report required by Article 13 has been received and deemed adequate by the State, whichever is later.
- A.40. TRAVEL: Travel includes the reasonable and necessary costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Agreement. Travel and per diem expenses to be reimbursed under this Agreement 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 and shall be reimbursed consistent with the rates current at the time of travel. These rates are published at: <http://www.calhr.ca.gov/employees/Pages/travel-meals.aspx>, or its successor website. For the purpose of computing such expenses, the Grantee's designated headquarters shall be: 3501 Civic Center Drive, San Rafael, CA 94903. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State's Project Manager.
- A.41. UNION ORGANIZING: The Grantee, by signing this Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Agreement. Furthermore, the Grantee, by signing this Agreement, hereby certifies that:
- a. No State funds disbursed by this Agreement will be used to assist, promote, or deter union organizing.
 - b. The Grantee shall account for State funds disbursed for a specific expenditure by this Agreement to show those funds were allocated to that expenditure.
 - c. The Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
- If the Grantee makes expenditures to assist, promote, or deter union organizing, the Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that the Grantee shall provide those records to the Attorney General upon request.
- A.42. VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
- A.43. WAIVER OF RIGHTS: None of the provisions of this Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

EXHIBIT B – REPORT FORMATS

Some of the reporting requirements below may not apply to certain Local Levee Assistance Program projects. In such cases, the Grantee should state that the requirement is not applicable and consult with the State's Project Manager.

B-1. PROGRESS REPORTS

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information.

The report should provide a summary of Project status. If the Grantee has more than one Local Levee Assistance Program project, all of the Grantee's Local Levee Assistance Program projects may be included in a single Progress Report. For each project, describe the work performed during the time period covered by the Progress Report including:

- a. Project Information
 - i. Legal matters;
 - ii. Engineering Evaluations;
 - iii. Environmental matters;
 - iv. Status of permits, easements, rights-of-way, rights of entry and approvals as may be required by other State, federal, and/or local agencies;
 - v. Major accomplishments during the quarter (i.e. tasks completed, milestones met, meetings held or attended, press releases, etc.);
 - vi. Issues/concerns that have, will, or could affect the schedule or budget, with a recommendation on how to correct the matter;
 - vii. Describe differences between the work performed and the work outlined in the Work Plan, including change orders;
 - viii. Demonstrate financial ability to pay local cost share of Eligible Project Costs required to complete the Project;
 - ix. Estimate the percentage completion of the overall Project; and,
 - x. Identify key issues that need to be resolved.
- b. Cost Information
 - i. Show the costs incurred during the time period covered for the quarter by the Grantee and each contractor working on the Project and which of these costs are Eligible Project Costs;
 - ii. A discussion on how the actual budget is progressing in comparison to the Project Budget included in the Work Plan;
 - iii. A summary of any changes approved to the latest budget in the Work Plan in accordance with Grant Agreement; and
 - iv. A discussion of whether there have been any changes to the Grantee's finance plan for payment of the Grantee's share of Eligible Project Costs.
- c. Schedule Information
 - i. A discussion and schedule showing actual progress compared to the planned schedule set forth in the Work Plan or last reported schedule;
 - ii. A summary of any changes approved to the latest Project Schedule in accordance with Grant Agreement.

B-2. PROJECT COMPLETION REPORT

The Project Completion Report shall generally use the following format.

- a. Executive Summary. The Executive Summary consists of a maximum of two (2) pages summarizing Project information. The Executive Summary should include the following:
 - i. Brief description of work proposed to be done in the original Local Levee Evaluation application;
 - ii. Description of actual work completed and any deviations from the Work Plan identified in the Grant Agreement;
- b. Reports and/or Products.
 - i. Provide a copy of the final Evaluation report;
 - ii. Provide copies of any data collected;
 - iii. Discussion of problems that occurred during the work and how those problems were resolved.
- c. Cost & Disposition of Funds Information.
 - i. An invoice summary table showing: the date each invoice was submitted to State; the amount of the invoice; the date the check was received; and, the amount of the check. (If a check has not been received for the final invoice, then state this in this section.)
 - ii. A summary of the payments made by the Grantee for meeting its cost sharing obligations.
 - iii. An accounting summary of all Project costs including: labor cost of personnel of the Grantee, primary consultant(s), and sub-consultant(s) (Indicate personnel, hours, rates, type of profession and reason for consultant, i.e., design, CEQA work, etc.); evaluation cost information, shown by material, equipment, labor costs, and any change orders; any other incurred cost details; a statement verifying separate accounting of funding disbursements; and, a discussion of factors that positively or negatively affected the Project costs and any deviation from the original Project cost estimate.
- d. A final Project Schedule showing the schedule actually followed to date.

B-3. EVALUATION REPORT

The Evaluation Report shall generally use the format below. In all cases, the Evaluation Report must be satisfactory to the State for approval. If a Grantee would like to see a sample final report, or needs more information about this requirement, it should contact the State's Project Manager.

General Evaluation Report Layout

- a. Background of levee condition and maintenance history.
- b. Nature and magnitude of problem (evaluation checklist).
- c. For Geotechnical Evaluations (if applicable): location of all test sites; data collected from field; and, laboratory test result.
- d. For Hydrologic and Hydraulic Evaluations (if applicable): basis for all considered hydraulic impacts; and, models and data.
- e. For Feasibility Studies (if applicable): all information and data related to evaluations performed; basis for all considered alternatives.
- f. Conclusions and/or recommendations for future work, or other relevant findings of the evaluations.

C-1. WORK PLAN

Task Breakdown and Description of Work

The following task breakdown and work plan is based on review of the original USACE design and other associated documents for the levee and flood control system, initial site reconnaissance, and FEMA accreditation requirements. The approach to satisfying the Grantee's goals for analyzing the condition of the levees and evaluating alternatives to provide 100-year (1 percent annual chance) flood protection includes performing additional land and bathymetric surveys, hydraulic and hydrologic analyses, interior drainage studies, geotechnical investigations and analyses consistent with FEMA's requirements per the Code of Federal Regulations, Title 44, Section 65.10 (44 CFR § 65.10), and providing remedial alternatives to address deficiencies.

The work plan is subdivided between two projects – the Corte Madera Creek Unit 4 project, which includes portions of Units 2 and 3 as they relate to Unit 4, and the Lower Corte Madera Creek project, which includes the lower portion of Unit 2 and the entirety of Unit 1.

Project One - Corte Madera Creek Unit 4 Project (Unit 4 Project)

The study of the Unit 4 Project will include a concrete transition structure at the entrance to Unit 3, trapezoidal earthen channel and sediment trap, replacement of the Lagunitas Road Bridge, floodwalls, bank stabilization, erosion control, and other environmental mitigation. A summary of the Unit 4 Project is as follows:

- Task 1 – Study Start to Alternative Milestone
- Task 2 – Alternatives Milestone to Tentatively Selected Plan
- Task 3 – Tentatively Selected Plan Milestone to Agency Decision Milestone
- Task 4 – Agency Decision Milestone to Final Feasibility Report
- Task 5 – Final Feasibility Report to Chief's Report

Task 1 – Study Start to Alternative Milestone

This task was completed in June 2016 and covers study startup to the formulation of alternatives. Alternatives were formulated in stages beginning with an initial array of alternatives. Screening criteria were developed. The initial array will be screened to arrive at a focused array of alternatives.

The existing base of information covering all disciplines was examined to determine its adequacy to support formulation and screening of alternatives. Information gaps or other deficiencies in the base of information were identified and corrected by developing new information. This included collecting additional topographical, utility mapping, geotechnical, hydrologic, environmental, or other data in other disciplines. This also included improving and running existing hydrologic, hydraulic, or economic models.

Using the supplemented base of information, an initial array of alternatives was formulated and analyzed then screened according to the screening criteria to arrive at a focused array of alternatives.

Environmental review process under CEQA and National Environmental Policy Act (NEPA) was initiated, including initial coordination with federal and state environmental regulatory agencies. These will be joined into a combined CEQA/NEPA process. The CEQA/NEPA agency/public scoping meeting was held on January 28, 2016.

Deliverable(s):

Report Synopsis for Alternatives Milestone

Task 2 – Alternatives Milestone to Tentatively Selected Plan (TSP)

This task covers evaluation of the focused array of alternatives and selection of a TSP. A rationale for selection of the TSP will be developed, and the TSP will be selected based on that rationale.

The base of information covering all disciplines, as supplemented in Task 1, will be re-examined to determine its adequacy to support selection of the TSP. Information gaps or other deficiencies in the supplemented base of information will be identified and corrected by developing new information. As in Task 1, this may include, for example, collecting additional data or further improving existing models to support the selection of the TSP and supporting environmental review documentation.

Using the further supplemented base of information, the focused array of alternatives will be analyzed across all disciplines. The TSP will then be selected according to a developed rationale.

Environmental review process under CEQA/ NEPA will substantially progress to the completion of the administrative draft Environmental Impact Reports (EIR)/ Environmental Impact Statement (EIS).

Deliverable(s):

- Tentatively Selected Plan
- Draft Feasibility Report including EIS/EIR

Task 3 – Tentatively Selected Plan Milestone to Agency Decision Milestone

This task covers further analysis of the TSP to support the agency decision (Marin County, USACE) on the selected project. The administrative draft EIR/EIS will be refined to arrive at a draft EIR/EIS which will be distributed for agency and public review and comment. Responses to agency and public comments will be prepared. Public meetings on the draft EIR/EIS will be held. The final EIR/EIS will be prepared.

Deliverable(s):

- Release of Draft EIS/EIR
- Agency Decision Report

Task 4 – Agency Decision Milestone to Final Feasibility Report

This task covers preparation of the feasibility report on the selected project. The final feasibility report and final EIR/EIS will be distributed for agency review.

Deliverable(s):

- Final Feasibility Report
- Final EIR/EIS

Task 5 – Final Feasibility Report to Chief's Report

This task covers activities to support preparation of the final agency record of decision on the selected project.

Deliverable(s):

- Chief of Engineers Report
- Submittal to Congress

Project Two - Lower Corte Madera Creek Project

The Lower Corte Madera Creek project work plan has been grouped into the tasks that are presented in the sequence of the anticipated general progression of work. These tasks include the following:

- Task 1 – Surveying and Topographic Data
- Task 2 – Hydrologic and Hydraulic Analyses
- Task 3 – Geotechnical Investigation
- Task 4 – Geotechnical Analysis
- Task 5 – Alternatives Assessment

Task 1 – Surveying and Topographic Data

Field surveys will be performed and topographic data will be collected as part of the Lower Corte Madera Creek project to support hydraulic and geotechnical analyses. This task will also leverage recently completed surveying:

- Bathymetric surveying along Corte Madera Creek from the downstream limit of the concrete-lined channel to the mouth of the creek
- Levee centerline (left and right) from the downstream limit of the concrete-lined channel to Bon Air Bridge
- Surveying of outfall pipes that cross the levees and banks that border the creek (left and right) from the downstream end of concrete-lined channel to Bon Air Bridge

Existing bathymetric surveys were performed at select cross-sections of the channel. Infilling of the bathymetric survey limits will be performed to expand the survey of Corte Madera Creek's natural channel/embankment portion of the system.

Surveying of the outfall pipes and discharges along the levees (left and right) downstream of Bon Air Bridge will also be performed as part of the project. Additional ground surveying will also be performed in critical areas of Larkspur Plaza Drive, 2 Bon Air Road, Kentfield Gardens, and College Court, as needed.

Record and field surveys will be conducted for an interior drainage study in the Hillview neighborhood in Larkspur, as needed. This work will be performed by the Town of Larkspur, under an agreement between the Town and the Grantee.

Existing survey and topographic data, and benchmarks will be converted from National Geodetic Vertical Datum of 1929 (NGVD29) to North American Vertical Datum of 1988 (NAVD88) in Ross and Larkspur for Unit 4 and Lower Corte Madera Creek project locations.

Deliverable(s):

Field and Bathymetric Survey data

Task 2 – Hydrologic and Hydraulic Analyses

2.1 Model Review and Site Reconnaissance

This task involves past work completed in April 2011 to perform hydrology and hydraulics (H&H) analyses in the watershed and the review of the existing H&H models for the Corte Madera Creek watershed and performing analyses to provide information for the remedial alternatives evaluation. Existing hydraulic models include HEC-RAS (developed by Hydrologic Engineering Centre of the US Army Corps of Engineers) models developed by Stetson Engineers and USACE. These models will be reviewed and used as the base model condition. The models will be updated to evaluate input flows from tributary streams that feed Corte Madera Creek, and determine water surface profile along tributaries. The H&H analysis will also examine interior drainage patterns and existing storm drain systems. The interior drainage analysis will be performed for the evaluation of design modifications to existing systems in accordance with USACE technical guidelines. The H&H task will also include floodplain mapping of with and without levee conditions to evaluate flood damage reduction benefit.

2.2 Levee Evaluations (Hydraulic)

➤ Freeboard Assessment

Engineering analyses will be performed to assess levee freeboard per the requirements established in Title 44, Section 65.10 of the Code of Federal Regulations (44 CFR § 65.10). Evaluation of freeboard (44 CFR § 65.10(b)(1)) requires that levees provide the following freeboard for the base flood (1-percent-annual-chance flood):

- A minimum freeboard of three feet above the water-surface level of the base flood
- An additional one foot above the minimum is required within 100 feet upstream and downstream of structures (such as bridges) riverward of the levee or wherever the flow is constricted
- An additional one-half foot above the minimum at the upstream end of the levee is also required, tapering to not less than the minimum at the downstream end of the levee
- For coastal levees, the freeboard must be established at one foot above the height of the 1-percent wave or maximum wave runoff (whichever is greater) associated with the 100-year Stillwater surge elevation at the site. Using the updated water surface profile for the 100-year (1% annual-chance flood), the base flood elevation will be compared against the elevation of the levee crest as determined by levee crest surveys at 500-foot intervals.

➤ Interior Drainage

Analysis will also be performed to assess interior drainage per the requirements of 44 CFR § 65.10. Evaluation of interior drainage (44 CFR § 65.10(b)(6)) will be performed to identify the source(s) of interior flooding, the extent of the flooded area, and, if the average depth is greater than one foot, the water-surface elevations(s) of the Base Flood. This analysis must be based on the joint probability of interior and exterior flooding and the capacity of facilities (such as drainage lines) for evacuating interior flood-waters.

Analysis and design will be performed to make interior drainage improvements in the Hillview neighborhood of Larkspur. The proposed work will reduce the number of outfalls that drain to the creek and possibly direct flow to a pump station. This work will be performed by the Town of Larkspur, under an agreement between the Town of Larkspur and the Grantee.

The evaluation of the interior drainage will be performed in general accordance with the applicable provisions of Engineer Manuals (EM) 1110-2-1413, Interior Drainage. This will consist of a visual assessment of interior drainage components, hydrologic modeling of the drainage area, hydraulic modeling of system components, and mapping of areas of potential ponding.

A Hydraulic Analysis Technical Memorandum will be prepared summarizing the site reconnaissance, model reviews and updating, and hydraulic analyses. The project team will submit a draft memo for review. A meeting/teleconference will be

held upon review of the memo to discuss any comments or questions. A memo will be submitted once all comments have been addressed, and will be signed by a Professional Engineer (PE) licensed in the State of California.

Deliverable(s):

Draft and Final Hydraulic Analysis Technical Memorandum

Task 3 – Geotechnical Investigation

3.1 Existing Data Review

The geotechnical investigation begins with a detailed field reconnaissance of the levee system to document any obvious issues or areas requiring specific analysis. The field inspection will include confirmation of as-built record drawings, assessment of current conditions, evaluation of maintenance and operation conditions, and field verification of the recently performed periodic inspection performed by the USACE San Francisco District. During this reconnaissance, access will be evaluated relative to the planned field investigations.

Available documentation of the levee system will be reviewed as part of this task, and is assumed to consist of:

- Reports and records of levee performance during high water events (instances of erosion, sloughing, seepage, overtopping, etc.)
- As-built drawings for the original levee and/or repairs
- Levee design reports or memoranda and design computations
- Levee construction reports, data, specifications
- Current survey information and available surveyed cross-sections of the river channel and levee
- Records and data regarding existing utility crossings
- Recent USACE Annual and Periodic Inspection reports
- Regional and site-specific geology reports, aerial imagery, test boring logs and other geologic or geotechnical data along or adjacent to the levee, soil testing data, foundation material characteristics, and inferred stratigraphy
- Groundwater studies, including logs and water levels from wells in the vicinity of the levee
- Information on any repairs or upgrades made to the levee system and records of permits for any alterations made to the levee since its construction (such as changes to the levee cross-section, construction or abandonment of utilities, and bridges over the levee)
- Current operations and maintenance manual for nearby levee reaches
- Operation and maintenance records

The Grantee will search and assemble any available data for review. Numerous critical documents have already been reviewed and used during the preparation of this work plan. The goals of the additional review will be to (1) develop a further understanding of the levee system, typical levee sections, foundation conditions, and historic performance of the system; (2) identify areas of potential erosion, seepage, or stability concern; and (3) verify areas where additional information is desired.

All existing investigation logs (i.e., test pits, boring logs) will be compiled and input into a database for use during future analyses. All features of interest (pumps, wells, gaps, etc.) and documented historical performance issues will be georeferenced in a Geographic Information System (GIS) database for future use.

A preliminary subsurface exploration program has been developed to refine following execution of site reconnaissance and document review described above. Based on preliminary review of existing documents, there are numerous geotechnical explorations completed near the levee that will provide substantial information on subsurface conditions. The levee evaluation project will include gathering and compiling this information into one cohesive profile, and then supplementing with new explorations, where needed.

Based on a review of existing information and access conditions, it is anticipated that most of the explorations will be performed along the levee crest, which may be supplemented with shallow explorations at select locations along the landside toe. Previous investigations were considered when developing the preliminary exploration program. New investigations will be a combination of cone penetration test (CPT), hollow-stem auger, mud-rotary, or hand auger borings. In preparing this work plan, the following documents were reviewed:

- A3GEO. Geotechnical Investigation and Geologic Hazards Study, Marin County, California, 18 January 2012
- Parsons Brinckerhoff. Project Plans for Bon Air Road Bridge Replacement, Marin County, California, May 2008

- GeoEngineers. Geotechnical Engineering Investigation Report, Sanitary District No. 1 of Marin County, Kentfield Forcemain Replacement Project, Marin County, California, February 2010.

These reports document subsurface investigations, laboratory testing, subsurface conditions and/or geotechnical analyses performed along the subject levee system, and are provided in the additional documents. The site appears to be primarily underlain by Quaternary surficial deposits (A3GEO, 2012) and artificial fill over bay mud (GeoEngineers, 2010). Borings drilled near Bon Air Road Bridge show the soil profile of each levee and the underlying layers within the Lower Corte Madera Creek (Parson Brinckerhoff, 2014). The west levee is composed of silty sand with gravel and organic fat clay underlain by an organic fat clay blanket and a silty sand aquifer. Lean clay and gravel was encountered beneath the silty sand aquifer. The east levee is composed of lean clay with sand, organic fat clay with sand underlain by fat clay with sand foundation. Sandstone was encountered at an approximate elevation of -43 feet. The channel is composed of interbedded layers of fat clay, silty sand, and well-graded sand with silt to an approximate elevation of -23 feet, underlain by fat clay. Sandstone was encountered at an approximate elevation ranging between -60 and -70 feet. Explorations were completed along the levee crest and landside levee toe of the east levee within Units 1 and 2. These explorations suggest that approximately 6 to 8 feet of artificial fill is underlain by Young Bay Mud. Young Bay Mud is characterized to be soft to very soft, highly compressible, under consolidated, saturated, and contains organic material. The Young Bay Mud is underlain by a medium stiff to stiff older Bay mud, fine-grained soils, granular soils, and bedrock. The Young Bay Mud was encountered at approximate elevations ranging from 5.5 feet to 12 feet and was typically 10 to 15 feet thick. CPT explorations support the findings of the Young Bay Mud. There has also been a large amount of explorations performed near the College of Marin. These explorations suggest that the subsurface conditions consist of generally clayey sand material from the ground surface to an approximate elevation of -15 feet. This information regards area along the west levee near the border of Units 2 and 3; it is not adjacent to the levees within the study area.

3.2 Geotechnical Investigation

Field explorations will be completed along the Lower Corte Madera Creek levee system where data is not sufficient for the analysis and evaluation of current levee conditions and remedial alternatives. This effort will begin with the preparation of a Subsurface Exploration Plan, which will summarize the relevant findings from the site inspection and document review and layout the proposed exploration locations, depths, types of samples and exploration methods for geotechnical test borings, and a plan for laboratory testing of collected samples. A Health and Safety Plan will also be prepared. All necessary permits drilling permits, and any required environmental permits, cultural permits/clearances, or access permits will be obtained prior to the initiation of the field investigation program.

From the review of the historical documents, explorations will likely be along the west levee throughout Units 1 and 2, as well as along the east levee of Unit 1 along the southern-most end between Bon Air Landing Park and the confluence of the creek with the San Pablo Bay.

Based on review of historic documents, the preliminary field exploration program consists of two hollow-stem/rotary-wash borings and eight CPTs to supplement existing subsurface information. Exploratory holes will be drilled to a minimum depth equal to three times the levee height into the foundation but not less than 40 feet, unless refusal is encountered at shallower depths. In accordance with USACE geotechnical investigation guidelines, no fluid will be discharged into the levee during drilling. Only hollow-stem auger drilling will be used while drilling through the levee embankment, which will transition to rotary-wash for investigating the levee foundation if borehole stabilization becomes an issue. Prior to transitioning to rotary-wash drilling, a conductor casing will be installed through the levee to prevent fluid discharge. All soil classification, sampling, and logging will be performed in accordance with American Society for Testing and Materials (ASTM) 2488 and by geologists or engineers under supervision of a Professional Engineer (PE) or Professional Geologist (PG) licensed in the State of California.

Geotechnical laboratory testing will be performed on soil samples collected during the subsurface exploration program, to aid in soil classification and development of engineering parameters for levee evaluation. The laboratory testing will include index testing such as in situ moisture and density, grain-size distribution, and Atterberg limits. Strength testing such as direct or triaxial shear and consolidation tests will be performed, as appropriate.

The data collected during the subsurface investigation and laboratory testing program will be summarized in a Geotechnical Data Report (GDR). The GDR will include exploration logs from borings and CPTs, laboratory test results, maps showing locations of available previous and currently performed field explorations and other relevant collected information. The project team will submit a draft GDR for review. A meeting/teleconference will be held upon review of the GDR to discuss any comments or questions. A final report will be submitted once all comments have been addressed, and will be signed by a Professional Engineer (PE) and Professional Geologist (PG) or Professional Geotechnical Engineer (GE) licensed in the State of California.

Deliverable(s):

- Draft and Final Subsurface Exploration Plan
- Draft and Final Geotechnical Data Report (GDR)

Task 4 – Geotechnical Analysis

4.1 Site Characterization

Site characterization generally consists of review of all available information as presented in the GDR, and partitioning of the levee system into analytical reaches, which can thereby be represented with a single representative cross-section. The goal of each selection is to divide the levee alignment into a minimum number of analysis reaches that are reasonably consistent with available data, assumptions, and geotechnical analyses objectives.

Once reach selection is complete, cross-sections for seepage and stability analyses will be developed for geotechnical analysis. Analysis sections may be chosen within a reach based on the density of information, or where the most adverse conditions are found.

Based on review of existing information for the development of this work plan, it is assumed that three analysis cross-sections will be necessary to analyze the conditions of the levee system with respect to seepage and stability.

Deliverables:

See Geotechnical Evaluation Report

4.2 Levee Evaluation (Geotechnical)

Engineering analyses will be performed to evaluate levee performance per the requirements established in Title 44, Section 65.10 of the Code of Federal Regulations (44 CFR § 65.10). These analyses are described in the following sections.

➤ Embankment Protection

Consistent with 44 CFR § 65.10(b)(3), engineering analysis will be performed that demonstrates that no appreciable erosion of the levee embankment can be expected during the Base Flood and that any anticipated erosion will not result in failure of the levee embankment or foundation directly or indirectly through reduction of the seepage path and subsequent instability.

Any existing embankment protection will be evaluated against potential erosion caused by the Base Flood. The factors to be addressed in such analysis include, but are not limited to:

- Expected flow velocities (especially in constricted areas)
- Duration of flooding at various stages and velocities
- Embankment and foundation materials
- Levee alignment, bends, and transitions
- Wind and wave action
- Levee side slopes
- Slope protection techniques
- Historic erosion trends as documented in available repair reports and/or drawings prepared by others

Deliverables:

See Geotechnical Evaluation Report

➤ Embankment and Foundation Stability Analyses

Consistent with FEMA regulation 44 CFR § 65.10(b)(4), an engineering analysis of the levee embankment stability will be performed. The analysis will evaluate expected seepage during loading conditions associated with the base flood and evaluate if seepage into or through the levee foundation and embankment will jeopardize embankment or foundation stability.

Seepage and embankment stability analyses will be performed on generalized cross-sections taken along the levee system. Based on preliminary review of the documents for development of this work plan, it is anticipated that seepage and stability analysis will be performed at three cross sections distributed along the levee system. The actual locations of analysis will be used from data collected from Tasks 1 and 2.

Seepage analyses will be performed in general accordance with the procedures outlined in the following USACE documents: EM 1110-2-1913, Design and Construction of Levees, EM 1110-2-1904, Seepage, and ETL (Engineering Technical Letter) 1110-2-569 Design Guidance for Levee Underseepage. Seepage analyses will focus on through-seepage and underseepage. Seepage analyses are to be performed using the GeoStudio computer program SEEP/W, or with an alternative pre-approved by the Grantee.

Slope stability analyses will be performed in general accordance with the procedures outlined in EM 1110-2-1913, Design and Construction of Levees and EM 1110-2-1902, Slope Stability. Slope stability analyses will focus on the steady-state and rapid drawdown loading cases. Stability analyses are to be performed using the GeoStudio computer program SLOPE/W, or with an alternative pre-approved by the Grantee.

Deliverables:

See Geotechnical Evaluation Report

➤ Settlement Analyses

Consistent with FEMA regulation 44 CFR § 65.10(b)(5), an engineering analysis will be performed to assess the potential and magnitude of future losses of freeboard as a result of settlement. Based on review of existing information provided by the Grantee, portions of the levee system have experienced settlement to varying degrees. It is assumed that settlement analysis will be performed at up to three cross-sections along the levee.

Deliverables:

See Geotechnical Evaluation Report

4.3 Geotechnical Evaluation Report

A Geotechnical Evaluation Report (GER) will be prepared to provide interpretations based on information included in the GDR, and summarize geotechnical analysis procedures and results. The GER will include geotechnical analysis summary tables and figures. The project team will submit a draft GER for review. A meeting/teleconference will be held upon review of the GER to discuss any comments or questions.

A final GER will be submitted once all comments have been addressed, and will be signed by a Professional Engineer (PE) and Professional Geologist (PG) licensed in the State of California.

Deliverables:

Draft and Final Geotechnical Evaluation Report

Task 5 – Alternatives Assessment

The results of the Task 4 Geotechnical Analyses will be used to develop recommended remedial alternatives for each reach, where needed, which will be summarized in a Remedial Alternatives Report (RAR). The alternatives assessment will verify the viability of proposed conceptual alternatives to bring deficient levee reaches into compliance with the requirements of 44 CFR § 65.10. As part of this task, conceptual dimensions and geometry of the remedial alternatives will be developed. This task also includes the development of quantities for the conceptual remedial alternatives, and preparation of initial cost estimates. Based on the H&H analyses and interior drainage studies, possible pump station sizes and conceptual cost estimates for pump station facilities will also be included.

The project team will submit a draft RAR for review. A meeting/teleconference will be held upon review of the RAR to discuss any comments or questions. A final report will be submitted once all comments have been addressed, and will be signed by a Professional Engineer (PE) and Professional Geologist (PG) licensed in the State of California.

Deliverables:

Draft and Final Remedial Alternatives Report

C-2. BUDGET

The overall Corte Madera Creek Levee Evaluation Project is divided into two projects – the Corte Madera Creek Unit 4 project, which includes portions of Units 2 and 3 as they relate to Unit 4, and the Lower Corte Madera Creek project, which includes the lower portion of Unit 2 and the entirety of Unit 1.

Project one - Corte Madera Creek Unit 4 Project Budget

The Corte Madera Creek Unit 4 project is subdivided into five tasks as described in Section 4.1 of the Task Breakdown and Scope of Work and listed below. The costs of all tasks were developed with recommendations from USACE. The overall cost per task is provided below, which includes work performed within the Corte Madera Creek Unit 4 Levee system completed since March 2014.

1. Study Start to Alternatives Milestone (\$768,200)
2. Alternatives Milestone to Tentatively Selected Plan (TSP) Milestone (\$1,853,200)
3. TSP Milestone to Agency Decision Milestone (\$461,800)
4. Agency Decision Milestone to Final Feasibility Report (\$425,300)
5. Final Feasibility Report to Chief's Report (\$94,100)

Project two - Lower Corte Madera Creek Project Budget

The Lower Corte Madera Creek project is subdivided into five tasks as described in Section 4.2 of the Task Breakdown and Scope of Work and listed below. The costs of all tasks were developed with recommendations from GEI Consultants, Inc. The overall cost per task is provided below, which includes work performed within the Lower Corte Madera Levee system completed since February 2013.

1. Surveying and Topographic Data (\$65,750)
2. Hydrologic and Hydraulic Analysis (\$170,327)
3. Geotechnical Investigation (\$82,323)
4. Geotechnical Analysis (\$64,184)
5. Alternatives Assessment (\$36,828)

Project Budget				
Task	Description	Total Project Cost	State Share 39.5%	Local Share 60.5%
Corte Madera Creek Unit 4 Project				
1	Study Start to Alternatives Milestone	\$768,200	\$384,100	\$384,100
2	Alternatives Milestone to Tentatively Selected Plan (TSP)	\$1,853,200	\$926,600	\$926,600
3	TSP Milestone to Agency Decision Milestone	\$461,800	\$60,066	\$401,734
4	Agency Decision Milestone to Final Feasibility Report	\$425,300	\$0	\$425,300
5	Final Feasibility Report to Chief's Report	\$94,100	\$0	\$94,100
	Project Management	\$50,000	\$0	\$50,000
	Sub-Total:	\$3,652,600	\$1,370,766	\$2,281,834
Lower Corte Madera Creek Project				
1	Surveying and Topographic Data	\$65,750	\$30,250	\$35,500
2	Hydrologic and Hydraulic Analysis	\$170,327	\$41,250	\$129,077
3	Geotechnical Investigation	\$82,323	\$45,278	\$37,046
4	Geotechnical Analysis	\$64,184	\$57,973	\$6,211
5	Alternatives Assessment	\$36,828	\$36,828	\$0
	Project Management	\$41,941	\$41,941	\$0
	Sub-Total:	\$461,353	\$253,520	\$207,834
	Total:	\$4,113,953	\$1,624,286	\$2,489,668

C-3. SCHEDULE

The overall Corte Madera Creek Levee Evaluation Project is divided into two projects – the Corte Madera Creek Unit 4 project, which includes portions of Units 2 and 3 as they relate to Unit 4, and the Lower Corte Madera Creek project, which includes the lower portion of Unit 2 and the entirety of Unit 1.

The schedule of the overall project extends from March 2010 to June 2021 (including work already underway). The table below shows a breakdown of tasks with expected duration.

Corte Madera Unit 4 Project		
Task Description	Start Date	Finish Date
Task 1 – Study Start to Alternatives Milestone	Feb-15	Mar-16
Task 2 – Alternatives Milestone to Tentatively Selected Plan (TSP) Milestone	Mar-16	Aug-18
Task 3 – TSP Milestone to Agency Decisions Milestone	Dec-17	Aug-19
Task 4 – Agency Decision Milestone to Final Feasibility Report	Jun-18	Dec-20
Task 5 – Final Feasibility Report to Chief's Report	May-19	Jun-21

Lower Corte Madera Creek Project		
Task Description	Start Date	Finish Date
Task 1 – Surveying and Topography Data	Jul-14	Jan-18
Task 2 – Hydrologic and Hydraulic Analysis	Mar-10	Sep-18
Task 3 – Geotechnical Investigation	Oct-18	May-19
Task 4 – Geotechnical Analysis	May-19	Sep-19
Task 5 – Alternatives Assessment	Sep-19	Dec-19

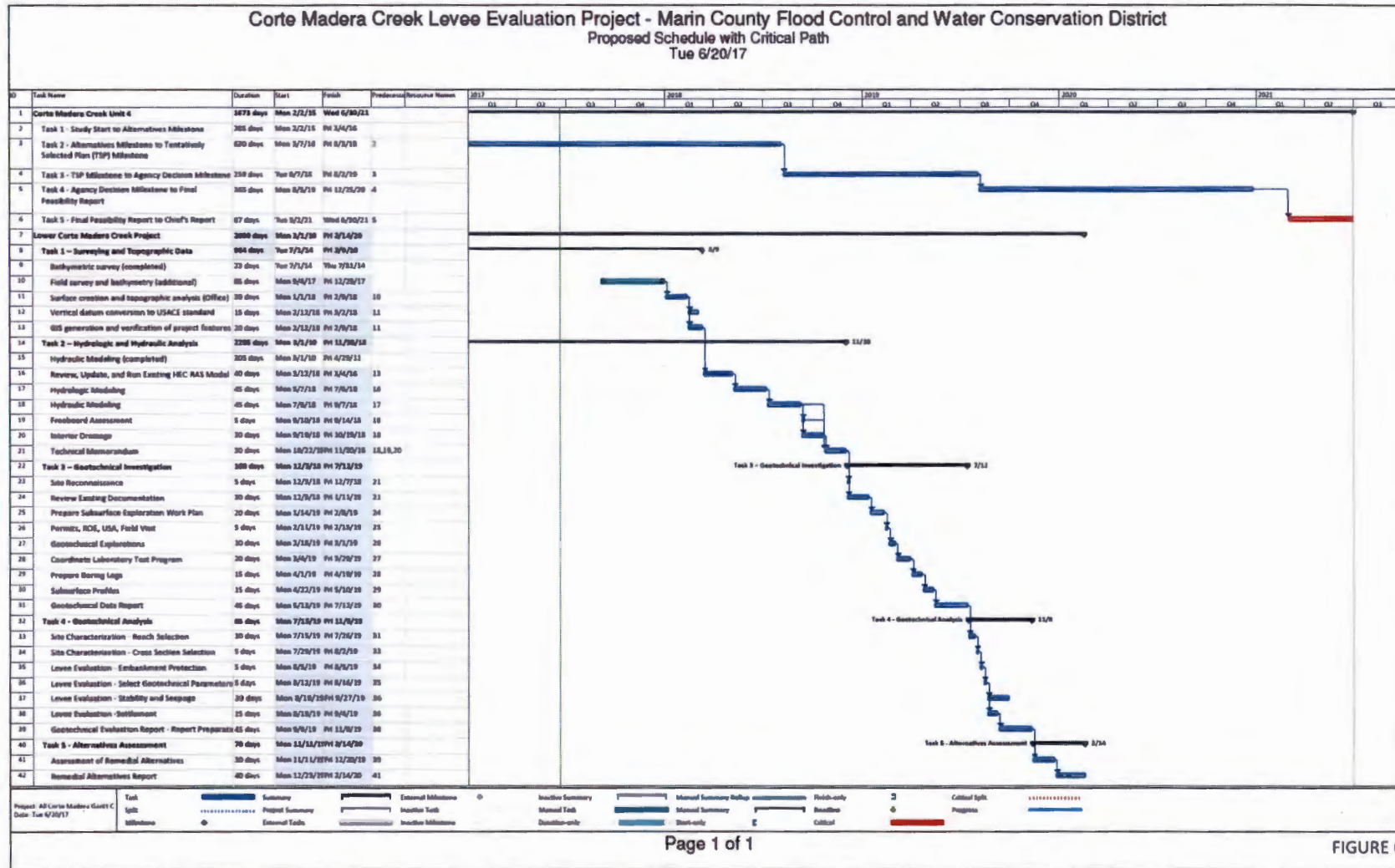


EXHIBIT D – ADOPTED RESOLUTION

**RESOLUTION NO. 2017-48
RESOLUTION OF THE MARIN COUNTY BOARD OF SUPERVISORS
OF THE MARIN COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
AUTHORIZING EXECUTION OF A FUNDING AGREEMENT WITH THE DEPARTMENT OF
WATER RESOURCES AND DESIGNATING A REPRESENTATIVE TO EXECUTE THE
AGREEMENT AND ANY AMENDMENTS THERETO, FOR THE CORTE MADERA CREEK
AND NOVATO CREEK LEVEE EVALUATION PROJECTS**

WHEREAS, the Marin County Flood Control and Water Conservation District is a California Local Public Agency with responsibility for flood management in the areas protected by the Corte Madera Creek and Novato Creek Levee Evaluation Projects; and

WHEREAS, the Marin County Flood Control and Water Conservation District is authorized to enter into an agreement with the Department of Water Resources and the State of California;

NOW, THEREFORE BE IT RESOLVED, by the Board of Supervisors of the Marin County Flood Control and Water Conservation District as follows:

1. That pursuant and subject to all of the terms and conditions of the Safe Drinking Water, Water Quality and Supply, Flood Control, River, and Coastal Protection Bond Act of 2006 (Pub. Resources Code, § 75001, et seq.), the Marin County Flood Control and Water Conservation District shall enter into funding agreements with the Department of Water Resources for the Corte Madera Creek and Novato Creek Levee Evaluation Projects.
2. That the Board of Supervisors authorize the Marin County Director of Public Works, or designee, to execute the funding agreement with the Department of Water Resources and any amendments thereto.
3. That the Marin County Director of Public Works, or designee, shall prepare the necessary data, make investigations, and take other such actions as necessary and appropriate to obtain funding for the Corte Madera Creek and Novato Creek Levee Evaluation Projects.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Marin held on this 16th day of May 2017, by the following vote:

AYES: SUPERVISORS Dennis Rodoni, Katie Rice, Damon Connolly, Kathrin Sears, Judy Arnold

NOES: NONE

ABSENT: NONE

Judy Arnold

Judy Arnold, President
Board of Supervisors of the District



ATTEST:

M. Arnold

CLERK

Resolution No. 2017-48