

State of California
The Natural Resources Agency – GRANT AGREEMENT

GRANTEE NAME: City of Watsonville

PROJECT TITLE: Middle Struve Slough Water Quality and Habitat Improvement Project

AUTHORITY: The Water Quality, Supply, and Infrastructure Improvement Fund Bond Act of 2014 - Proposition 1

PROGRAM: Ocean Protection Council

AGREEMENT NUMBER: P01-4-04

PROJECT COMPLETION DATE IS: December 31, 2024

Under the terms and conditions of this agreement, the applicant agrees to complete the project as described in the project scope described in Exhibit A, and any subsequent amendments, and the State of California, acting through the Natural Resources Agency pursuant to the Budget Act of 2016, agrees to fund the project up to the total state grant amount indicated.

PROJECT DESCRIPTION: See project description on Page 1 and Exhibit A of the Agreement

Total State Grant not to exceed **\$1,192,523** (or project costs, whichever is less)

The Special and General Provisions attached are made a part of and incorporated into the Agreement.

City of Watsonville

STATE OF CALIFORNIA
THE NATURAL RESOURCES AGENCY

By Tamara Vides
 Tamara Vides

By Mark Gold
 Mark Gold

Title City Manager Pro Tempore

Title Deputy Secretary for Ocean and Coastal Policy

Date 6/30/2022

Date 6/30/2022

CERTIFICATION OF FUNDING

AMOUNT OF ESTIMATE FUNDING		AGREEMENT NUMBER			FUND		
\$1,192,523		P01-4-04			6083 - Water Quality, Supply, and Infrastructure Improvement Local Assistance (Prop 1)		
ADJ. INCREASING ENCUMBRANCE							
\$							
ADJ. DECREASING ENCUMBRANCE		FUNCTION					
\$		Local Assistance					
UNENCUMBERED BALANCE		Ref Number	Fund	Enactment Year (ENY)		Account Number	Alt Account
\$		101	608300003	2020		5432000	000000000
Program	PCBU	Project	Activity	RPTG Structure	SVC Loc	Agency Use	Budget Period
0320	0540	05400P01404	23104	05400001	23104	B6122	2022

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance


 SIGNATURE OF ACCOUNTING OFFICER

7/6/2022
 DATE

GRANT AGREEMENT

State of California - The Natural Resources Agency/Ocean Protection Council

Grantee Name: City of Watsonville

Project Title: Middle Struve Slough Water Quality and Habitat Improvement Project

Agreement Number: P01-4-04

Authority: Proposition 1, The Water Quality, Supply, and Infrastructure Improvement Act of 2014, California Water Code, Division 26.7, implementing Public Resources Code sections 35500 *et seq.* and 35650.

Program: California Ocean Protection Council

PROJECT DESCRIPTION

Scope of Work

Project Schedule and Project Budget ("Work Program") are described in Exhibit A and attached to this Grant Agreement and incorporated by reference. Grantee will fully perform all work necessary to complete the Project as identified in the Work Program. A Work Plan describing the project at a more detailed scale may be developed by the Grantee and Project Manager as necessary to ensure proper completion of grant deliverables.

Project Budget Details

The Grantee is permitted to adjust any of the ranges in the Project Budget, other than administrative and indirect costs, upwards or downwards for a total of 10% of the amount of the Grant, so long as the sum of the whole Project Budget does not exceed the approved amount of funding for the Work Program. Grantee will provide notice of any such adjustment to the State explaining how it plans to account for and manage the adjustment. However, if Grantee seeks to adjust the allocations within the Budget ranges upwards or downwards more than 10%, create or amend the ranges, or to delete ranges entirely, a request must be submitted in writing to the Project Manager. The Project Manager, along with the Project Manager's supervisor, will consider whether to approve the Grantee's request for new allocations and ranges. Upon approval of such a request by the Council staff, the new Budget ranges and allocations will become self-executing and will automatically be part of the Agreement and binding on Grantee, and incorporated into the Project Budget in Exhibit A.

TERMS AND CONDITIONS OF GRANT

Special Provisions

1. Recipients of Grant Funds shall post signs acknowledging the source of the Funds pursuant to the Grant Guidelines, Application and requirements described in Appendix C. Size, location and

number of signs shall be determined by the State. Required signage must be in place before Grant Funds for construction will be released.

2. The California Natural Resources Agency and California Ocean Protection Council (OPC or State) shall have the right to republish any material generated by this grant.
3. Upon completion of detailed Project design, plans and specifications, Grantee shall provide to the State for review and approval a revised detailed Project Budget, Project Scope and detailed site plan. If Project includes habitat Restoration or landscaping, Grantee shall provide a planting palette demonstrating how native, low-water, drought-resistant vegetation will be used in the Project. Approval by the State of such plans and specifications, or any other approvals provided for in this Agreement, shall be for scope and quality of work and shall not relieve Grantee of the obligation to construct and maintain the facilities, or carry out any other obligations required by this Agreement, in accordance with applicable law or any other standards ordinarily applied to such work or activity.
4. The Grantee may be required to record Deed Restrictions, incorporating by reference this Grant Agreement and giving public notice that the Grantee received Funds under this Agreement in order to assist Grantee in developing the real property and that, in consideration for the receipt of the Grant Funds, the Grantee has agreed to the terms of this Agreement.

General Provisions

A. Definitions

1. The term "Act" means Proposition 1: The Water Quality, Supply, and Infrastructure Improvement Act of 2014.
2. The term "Acquisition" means obtaining a fee interest or any other interest, including Easement, leases, and Development rights.
3. The term "Agreement" means this Grant Agreement.
4. The term "Application" means the individual application form, its required attachments for grants pursuant to the enabling legislation and/or program and any applicable materials supplied by Applicant to the Ocean Protection Council or Natural Resources Agency prior to award.
5. The term "Application Guidelines" means the Ocean Protection Council's Proposition 1 Grant Guidelines and Application.
6. The term "Authorization" means the Ocean Protection Council adopted resolution included in the staff recommendation attached as Exhibit B. This agreement is executed under that authorization.
7. The term "Development" means improvement, rehabilitation, Restoration, Enhancement, preservation, protection and interpretation or other similar activities.

8. The term "Executive Director" means the Executive Director of the Ocean Protection Council, who is also the Deputy Secretary for Ocean and Coastal Policy.
9. The term "Fair Market Value" means the value placed upon the property as supported by an appraisal that has been reviewed and approved by the California Department of General Services (DGS).
10. The term "Grant" or "Grant Funds" means the money provided by the State to the Grantee in this Agreement.
11. The term "Grant Agreement" means a contractual arrangement between the State and Grantee specifying the payment of Funds by the State for the performance of specific Project objectives within a specific Project Performance Period by the Grantee.
12. The term "Grantee" means an Applicant who has a signed agreement for Grant Funds.
13. The term "Interpretation" means visitor-serving amenities that communicate the significance and value of natural, historical and cultural resources in a manner that increases the understanding and enjoyment of these resources, or other similar activities.
14. The term "Nonprofit Organization" means any nonprofit corporation qualified to do business in California, and qualified under section 501(c)(3) of the Internal Revenue Code.
15. The term "Other Sources of Funds" means cash or In-Kind contributions that are required or used to complete the Project beyond the Grant Funds provided by this Agreement.
16. The term "Project" means the activity described in the Work Program to be accomplished with Grant Funds.
17. The term "Project Budget" means the State approved cost estimate included as Exhibit A to this Agreement.
18. The term "Project Manager" means the representative of the State given authorization by the Ocean Protection Council Executive Director to administer and provide oversight of the Grant.
19. The term "Public Agency" means any State of California department or agency, a county, city, or public district or public agency formed under California law.
20. The term "Request for Disbursement" means the form that will be submitted requesting payment.
21. The term "State" means the Secretary for Natural Resources or his/her representatives, or other political subdivision of the State.
22. The term "Work Plan" means the description of the tasks and related work to be accomplished by the Project
23. The term "Work Program" means the State-approved Work Plan, Project Schedule, and Project Budget, as described in Exhibit A.

B. Project Execution

1. Subject to the availability of Funds in the Act, the State hereby grants to the Grantee a sum of money (Grant Funds) not to exceed the amount stated on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of Project in this Agreement and its attachments and under the Terms and Conditions set forth in this Agreement.
2. Grantee shall furnish any and all additional Funds that may be necessary to complete the Project.
3. Grantee shall complete the Project in accordance with the Project Performance Period set forth on the signature page, unless an extension has been formally granted by the State and under the Terms and Conditions of this Agreement. Extensions may be requested in advance and will be considered by State, at its sole discretion, in the event of circumstances beyond the control of the Grantee.
4. To the extent it is relevant, Grantee shall at all times ensure that Project complies with the California Environmental Quality Act (CEQA) (Public Resources Code, Division 13, commencing with section 21000, et. seq., Cal Code Regs tit. 14, section 15000 et. seq.) and all other environmental laws, including but not limited to obtaining all necessary permits. Grant Funds will not be disbursed before the close of the period for legal challenge under CEQA.

Grant Funds for Planning and document preparation may be available sooner if included in the grant Project Scope (Exhibit A) and approved by the State.

Changes to the scope resulting from CEQA compliance are permitted provided the State determines that the Project continues to meet all objectives of the Grant Program and is consistent with the intent cited in the original Application.

If a Grantee's Project is disapproved on grounds related to the Natural Resource Agency's CEQA determination, the Grantee shall have the option of either: (1) reimbursing the Natural Resources Agency for all State-reimbursed preliminary costs (e.g., Planning, design, etc.), or (2) relinquishing any Planning/design documents, including all copies, reproductions, and variations resulting from said Funding, without a license to use or otherwise retain in any form.

5. Projects must comply with Labor Code Section 1771.8 regarding the payment of prevailing wages and the labor compliance program as outlined in the Labor Code Section 1771.5 (b).
6. Grantee certifies that the Project does and will continue to comply with all current laws and regulations which apply to the Project, including, but not limited to, legal requirements for construction contracts, building codes, environmental laws, health and safety codes, and disabled access laws. Grantee certifies that, prior to commencement of construction; all applicable permits and licenses (e.g., state contractor's license) will have been obtained.
7. Additionally, the Grantee shall assure that any entity with whom it contracts or engages in work complies with all current laws and regulations as described in section B(4)(6).

8. Grantee shall provide access to the State upon 24 hours-notice to determine if Project work is in accordance with the approved Project Scope, including a final inspection upon Project completion.
9. Prior to the commencement of any work, Grantee agrees to submit in writing to the State for prior approval any deviation from the original Project Scope per Exhibit A and the Application. Changes in Project Scope must continue to meet the need cited in the original application or they will not be approved. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval. Any modification or alteration in the Project must also comply with all current laws and regulations, including but not limited to CEQA.
10. Grantee shall provide status reports of the work at the request of the State, and no less frequently than every quarter.
11. Grantee shall provide for public access and/or educational features where feasible.
12. Grantee must have (1) fee title, (2) leasehold, or (3) other interest to Project lands and demonstrate to the satisfaction of the State that the proposed Project will provide public benefits that are commensurate with the type and duration of the interest in land. Any Acquisition of Project lands by Grantee following award shall not involve eminent domain proceedings or threat of eminent domain proceedings.
13. Grantee shall promptly provide photographs of the site during and after implementation of Project at the request of the State.

C. Project Costs

1. Any Grant Funds provided to Grantee under this Agreement will be disbursed for eligible costs, on a reimbursement basis, as follows, but shall not exceed in any event the amount set forth on the signature page of this Agreement:
 - a. Up to ten percent (10%) of the reimbursement amount will be held back and issued as a final payment upon completion of the Project.
 - b. Remaining Grant Funds shall be paid up to the total amount of the Grant Funds or the actual Project cost, whichever is less, upon completion of the Project, receipt of a detailed summary of Project costs from the Grantee found to be satisfactory by the State, and the satisfactory completion of a site inspection by the State.
2. Payment Documentation:
 - a. All payment requests must be submitted using a completed Request for Disbursement Form. This form must be accompanied by an itemized list of all expenditures that clearly documents the check numbers, dates, recipients, line-item description as described in the Project Budget approved by the State and amounts. Each payment request must also include proof of payment such as receipts, paid invoices, canceled checks or other forms of documentation demonstrating payment has been made. Additionally, the Grantee is required to submit a supporting progress report summarizing the work that was completed

during the invoice period and the current status of the work for which disbursement is sought, including work by any subgrantee, and comparing it to the status required by the Work Program.

- b. Any payment request that is submitted without the required itemization and documentation will not be authorized. If the payment request package is incomplete, inadequate or inaccurate, the State will inform the Grantee and hold the payment request until all required information is received or corrected. Any penalties imposed on the Grantee by a contractor, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.
 - c. Notwithstanding the foregoing, the Executive Director may request and the Grantee shall provide receipts or other source documents for any direct expense or cost as described in the ledger, as and when necessary to resolve any substantial issue concerning reimbursement.
 - d. For instances in which travel reimbursement is an approved cost in the grant, the State will reimburse the Grantee for expenses necessary to the project when documented by appropriate receipts. The State will reimburse travel and related expenses at actual costs not to exceed the rates provided in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations ("CCR"), except that reimbursement may be in excess of these rates upon documentation that these rates are not reasonably available to the Grantee. Reimbursement for the cost of operating a private vehicle shall not, under any circumstance, exceed the current rate specified by the State of California for unrepresented state employees as of the date the cost is incurred. The State will reimburse the Grantee for other necessary expenses if those expenses are reasonable in nature and amount taking into account the nature of the project, its location, and other relevant factors.
- 3. Grant Funds in this award have a limited period in which they must be expended. Grantee expenditures Funded by the State must occur within the time frame of the Project Performance Period as indicated in this Agreement.
 - 4. The State reserves the right to request reimbursement of any Funds spent on the Project, even Funds deemed eligible costs, if the Project is not completed in accordance with the Grant Agreement and the guidelines.
 - 5. The Grantee is permitted to adjust any of the ranges in the Project Budget, other than administrative and indirect costs, upwards or downwards for a total of 10% of the amount of the Grant, so long as the sum of the whole Project Budget does not exceed the approved amount of funding for the Work Program. Grantee will provide notice of any such adjustment to the State explaining how it plans to account for and manage the adjustment. However, if Grantee seeks to adjust the allocations within the Budget ranges upwards or downwards more than 10%, create or amend the ranges, or to delete ranges entirely, a request must be submitted in writing to the Project Manager. The Project Manager, along with the Project Manager's supervisor, will consider whether to approve the Grantee's request for new allocations and ranges. Upon approval of such a request by the Council staff, the new Budget ranges and allocations will become self-executing and will automatically be part of the Agreement and binding on Grantee, and incorporated into the Project Budget in Exhibit A.

D. Project Administration

1. Grantee shall promptly provide Project reports and/or photographs upon request by the State. In any event Grantee shall provide the State a report showing total final Project expenditures with the final payment request and required closing documents.
2. Grantee shall make property and facilities acquired or developed pursuant to this Agreement available for inspection upon request by the State.
3. Grantee shall use any income earned by the Grantee from use of the Project to further Project purposes, or, if approved by the State, for related purposes within the jurisdiction.
4. Grantee shall submit all documentation for Project completion, including a notice of completion as applicable and final reimbursement within ninety (90) days of Project completion.
5. Final payment is contingent upon State verification that Project is consistent with Project Scope as described in Exhibit A, together with any State approved amendments.
6. This Agreement may be amended by mutual agreement in writing between Grantee and State. Any request by the Grantee for amendments must be in writing stating the amendment request and reason for the request. The Grantee shall make requests in a timely manner and in no event less than sixty (60) days before the effective date of the proposed amendment.
7. Grantee must report to the State all sources of other Funds for the Project.

E. Project Termination

1. The State reserves the right to terminate a Grant Agreement for any reason at any time. There are no vested rights or entitlements to Funding that a Grantee can or should rely upon, and once a notice of termination is provided to the Applicant, only authorized and eligible work prior to that notification of termination will be paid by the State.
2. Prior to the completion of Project construction, either party may terminate this Agreement by providing the other party with thirty (30) days' written notice of such termination. The State may also terminate this Grant Agreement for any reason at any time if it learns of or otherwise discovers that there is a violation of any State or federal law or policy by Grantee which affects performance of this or any other Grant Agreement or contract entered into with the State.
3. If the State terminates without cause the Agreement prior to the end of the Project Performance Period, the Grantee shall take all reasonable measures to prevent further costs to the State under this Agreement. The State shall be responsible for any reasonable and non-cancelable obligations incurred by the Grantee in the performance of the Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of Funding authorized in this Agreement.
4. If the Grantee fails to complete the Project in accordance with this Agreement, or fails to fulfill any other obligations of this Agreement prior to the termination date, the Grantee shall be liable for immediate repayment to the State of all amounts disbursed by the State under this Agreement, plus accrued interest and any further costs related to the Project. The State may,

at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed provided that the State determines it is in the State's best interest to do so. This paragraph shall not be deemed to limit any other remedies available to the State for breach of this Agreement.

5. Failure by the Grantee to comply with the terms of this Agreement or any other Agreement under the Act may be cause for suspension of all obligations of the State hereunder.
6. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for suspending all obligations of the State hereunder if, in the judgment of the State, such failure was due to no fault of the Grantee. At the discretion of the State, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
7. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Agreement, is the preservation, Enhancement or establishment of community green areas and spaces for the people of the State of California, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of Grant Funds under the provisions of this Agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant Funds disbursed under this Agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this Agreement. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the State.

F. Hold Harmless

1. Grantee shall waive all claims and recourses against the State, including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement, except claims arising from the gross negligence of State, its officers, agents and employees.
2. Grantee shall indemnify, hold harmless and defend State, its officers, agents and employees in perpetuity against any and all claims, demands, damages, costs, expenses or liability costs arising out of the Project, including Development, construction, operation or maintenance of the property described in the Project description which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise, including but not limited to items to which the Grantee has certified, except for liability arising out of the gross negligence of State, its officers, agents or employees. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.
3. Grantee and State agree that in the event of judgment entered against the State and Grantee because of the gross negligence of the State and Grantee, their officers, agents or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

G. Financial Records

1. Grantee shall maintain satisfactory financial accounts, documents and records for the Project and to make them available to the State for auditing at reasonable times. Grantee shall also retain such financial accounts, documents and records for three (3) years after final payment and one (1) year following an audit.
2. Grantee agrees that during regular office hours, the State and its duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the Grantee pertaining to this Agreement or matters related thereto. Grantee shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement.
3. Grantee shall use applicable Generally Accepted Accounting Principles, unless otherwise agreed to by the State.
4. If Grantee stated in the Application for funding and/or Work Plan that other sources of funding would be used to complete the Project, the Grantee shall establish internal systems to track expenditure of matching or in-kind funds on a regular basis and will make the documentation available to the State upon request.

H. Work Product

1. Where relevant, the Grantee agrees that all data, plans, drawings, specifications, surveys, studies, and other written or graphic work produced in the performance of this Agreement, herein referred to as "materials" are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so.
2. Grantee agrees that the grantee shall use the materials developed with grant funds under this agreement only for the purpose for which the grant funds were requested and no other use of the materials shall be permitted except by written permission.
3. Grantee must certify the materials developed with grant funds under this agreement shall remain available for public review. This Agreement shall not prevent the transfer of the materials from the Grantee to a Public Agency, if the successor Public Agency assumes the obligations imposed by this Agreement.
4. If the use of the materials is changed to a use that is not permitted by the Agreement, or if the materials are sold or otherwise disposed of, at the State's sole discretion, an amount equal to (1) the amount of the Grant, or (2) the proceeds from the sale or other disposition, whichever is greater, may be reimbursed to the State.

I. Use of Facilities

1. The real property (including any portion of it or any interest in it) may not be sold or transferred without the written approval of the State of California, acting through the Natural Resources Agency, or its successor, provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained.

2. Grantee shall maintain, operate and use the Project in fulfillment of the purpose funded pursuant to this Grant for a minimum of 20 years, consistent with the Land Tenure/Site Control requirements included in the Application Guidelines. The Grantee, or the Grantee's successor in interest in the property, may assign without novation the responsibility to maintain and operate the property in accordance with this requirement only with the written approval of the State. Grantee may be excused from its obligations for operation and maintenance of the Project site only upon the written approval of the State for good cause. "Good cause" includes, but is not limited to, natural disasters that destroy the Project improvements and render the Project obsolete or impracticable to rebuild.
3. Grantee shall use the property for the purposes for which the Grant was made and shall make no other use or sale or other disposition of the property. This Agreement shall not prevent the transfer of the property from the Grantee to a Public Agency, if the successor Public Agency assumes the obligations imposed by this Agreement.
4. If the use of the property is changed to a use that is not permitted by the Agreement, or if the property is sold or otherwise disposed of, at the State's sole discretion, an amount equal to (1) the amount of the Grant (2) the Fair Market Value of the real property, or (3) the proceeds from the sale or other disposition, whichever is greater, may be reimbursed to the State. If the property sold or otherwise disposed of is less than the entire interest in the property Funded in the Grant, an amount equal to either the proceeds from the sale or other disposition of the interest or the Fair Market Value of the interest sold or otherwise disposed of, whichever is greater, shall be reimbursed to the State.
5. The Grantee shall not use or allow the use of any portion of the real property for mitigation without the written permission of the State.
6. The Grantee shall not use or allow the use of any portion of the real property as security for any debt.

J. Nondiscrimination

1. The Grantee shall not discriminate against any person on the basis of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave in the use of any property or facility acquired or developed pursuant to this Agreement.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable difference in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. The completed Project and all related facilities shall be open to members of the public generally, except as noted under the special provisions of this Agreement or under provisions of the Act.

K. Application Incorporation

The Grant Guidelines and the Application and any subsequent changes or additions to the Application approved in writing by the State are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

L. Severability

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

M. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of or excuse of any other, different or subsequent breach by either party.

N. Assignment

Except as expressly provided otherwise, this Agreement is not assignable by the Grantee either in whole or in part.

O. Disputes

If the Grantee believes that there is a dispute or grievance between Grantee and the State arising out of or relating to this Agreement, the Grantee shall first discuss and attempt to resolve the issue informally with the Project Manager. If the issue cannot be resolved at this level, the Grantee shall follow the following procedures:

1. If the issue cannot be resolved informally with the Project Manager, the Grantee shall submit, in writing, a grievance report together with any evidence to the Deputy Director of the OPC. The grievance report must State the issues in the dispute, the legal authority, or other basis for the Grantee's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Grantee, the Deputy Director shall make a determination on the issue(s) and shall respond in writing to the Grantee indicating the decision and reasons therefore. Should the Grantee disagree with the Deputy Director's decision, the Grantee may appeal to Executive Director of the OPC, who is also the Deputy Secretary for Ocean and Coastal Policy for the Natural Resources Agency.
2. The Grantee must submit a letter of appeal to the Executive Director explaining why the Deputy Director's decision is unacceptable. The letter must include, as an attachment, copies of the Grantee's original grievance report, evidence originally submitted, and response from the Deputy Director. The Grantee's letter of appeal must be submitted within ten (10) working days of the receipt of the Deputy Director's written decision. The Executive Director or designee shall, within twenty (20) working days of receipt of Grantee's letter of

appeal, review the issues raised and shall render a written decision to the Grantee. The decision of the Executive Director or designee shall be final.

P. Audit Requirements

Projects are subject to audit by the State annually and for three (3) years following the final payment of Grant Funds. The audit shall include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the Project for which the Grant Funds were granted.

Q. Executive Director's Designee

The Executive Director shall designate an Ocean Protection Council Project Manager who shall have the authority to act on behalf of the Executive Director with respect to this Agreement. The Executive Director shall notify the Grantee of the designation in writing.

R. Insurance

Throughout the term of this agreement, for the life of any asset funded by the grant monies awarded pursuant to this agreement, or for any period of project implementation after the termination date of this agreement, the Grantee shall maintain self-insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the Grantee or its agents, representatives, employees, volunteers, or contractors associated with the project undertaken pursuant to this Agreement.

If the Grantee provides funds to any contractor to accomplish any of the work of this Agreement or provides funds to any subgrantee to carry out a project under this Agreement, the Grantee shall first enter into an agreement with each subgrantee or contractor requiring it to provide and maintain liability and property-damage insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the subgrantee or contractor, or its agents, representatives, employees, or volunteers, associated with the project undertaken pursuant to this Agreement. As an alternative, with the written approval of the Executive Director, the subgrantee or contractor may satisfy the coverage required by this section in whole or in part through: (a) its participation in a "risk management" plan, self-insurance program or insurance pooling arrangement, or any combination of these, if consistent with the coverage required by this section. Required insurance shall be maintained from the commencement date through the completion date of the work undertaken by the subgrantee or contractor under the approved Work Program.

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

- a. Insurance Services Office ("ISO") Commercial General Liability coverage (occurrence Form CG 0001) or ISO Comprehensive General Liability form (1973) or comparable with Broad Form Comprehensive General Liability endorsement.
- b. Automobile Liability coverage - ISO Form Number CA 0001, Code 1 (any auto).
- c. Workers' Compensation insurance as required by the Labor Code of the State of California.

2. Minimum Limits of Insurance. Grantee shall maintain coverage limits no less than:

- a. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities under this agreement or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

3. Use of Watercraft. If the subgrantee or contractor is to engage in project work involving the use of watercraft, it shall provide and maintain insurance covering injury to person or property in connection with the use of watercraft, which may include, as appropriate, an endorsement to a Commercial General Liability policy covering non-owned watercraft liability or Protection and Indemnity Insurance or Jones Act coverage. Coverage shall be in a reasonable amount in light of the nature of the activity and shall be documented and approved by the Executive Director.

4. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Executive Director.

5. Required Provisions. Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled by either party, except after thirty days' prior written notice by certified mail, return receipt requested, has been given to the Ocean Protection Council. The general liability and automobile liability policies are to contain, or to be endorsed to contain, the following provisions:

- a. The State of California, its officers, agents and employees are to be covered as insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Grantee; and with respect to liability arising out of work or operations performed by or on behalf of the Grantee including materials, parts or equipment furnished in connection with such work or operations.
- b. For any claims related to this agreement, the Grantee's insurance coverage shall be primary insurance with respect to the State of California, its officers, agents and employees.
- c. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

6. Acceptability of Insurers. Insurance shall be placed with insurers admitted to transact business in the State of California and having a current Best's rating of "B+:VII" or better or, in the alternative, acceptable to the Ocean Protection Council and approved in writing by the Executive Director.

7. Verification of Coverage. The Grantee shall furnish the Executive Director with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Executive Director before work commences. The Ocean Protection Council reserves the right to require complete,

certified copies of all required insurance policies, including endorsements affecting the coverage, at any time.

5. Premiums and Assessments. The Ocean Protection Council is not responsible for premiums and assessments on any insurance policy.

6. Indemnity. The grantee shall agree to indemnify and hold harmless the state of California, acting by and through the Ocean Protection Council, and any employee or agent thereof harmless from any liability, loss or damage that may be suffered as a result of claims, demands, costs or judgments against them arising out of the activities to be carried out pursuant to the obligations of this Agreement, including, but not limited to, the use by Grantee of results obtained from the activities performed under this agreement; provided, however, that any such liability, loss or damage resulting from this agreement was not caused by the gross negligence or malfeasance of the OPC, its employees or agents.



State of California Natural Resources Agency
Ocean Protection Council

Exhibit A

Grantee Name: City of Watsonville
Project Title: Middle Struve Slough Water Quality and Habitat Improvement Project
Agreement Number P01-4-04
Term of Agreement: Upon Approval through December 31, 2024

Project Summary:

The Middle Struve Slough Water Quality and Habitat Improvement project is located in the City of Watsonville (City) in Southern Santa Cruz County in the Pájaro River Watershed. This project will provide a large suite of environmental and social benefits for the Watsonville community. It is located within a branch of the Watsonville Slough System, an approximately 800-acre wetland complex, which includes one of the State's largest remaining contiguous freshwater coastal wetlands. This wetland complex supports over 270 resident and migratory bird species, and 23 native plants and animals that are State and federally listed as threatened, endangered, or species of special concern. The Slough system underlies the City of Watsonville and drains to the Pájaro River mouth at its confluence with the Monterey Bay National Marine Sanctuary.

This project is a multi-benefit ecosystem and watershed restoration project that improves water quality, native habitat, and regional resilience to climate change. The project will implement watershed restoration and habitat protection measures that will address habitat loss and environmental degradation within the Watsonville Slough System through the enhancement of an 1,800-foot linear wetland and riparian corridor and restoration and enhancement of approximately 5 acres of wetland, grassland, woodland and riparian habitat. Project activity will also provide many additional co-benefits, such as flood attenuation, increased resiliency to climate change, and atmospheric greenhouse gas capture, improved access to nature, parks, and trails for Watsonville residents, and provide extensive environmental education, nature experiences, and green jobs training for Watsonville residents.

Objective:

This project will implement California Ocean Protection Council (OPC) strategic targets in Goals 1, 2 and 3, within Objective 1.1 Build Resiliency to Sea-Level Rise, Coastal Storms, Erosion, and Flooding; Objective 2.2: Enhance Engagement with Underserved



Communities; Objective 3.1: Protect and Restore Coastal and Marine Ecosystems; and Objective 3.4: Improve Coastal and Ocean Water Quality.

This project advances Goal 3, Objective 3.4, Target 3.4.1: Improve Coastal and Ocean Water Quality by improving water quality within Struve Slough a branch of the Watsonville Slough system identified within Coastal Critical Area #37, as described in the OPC Grant Guidelines. The Watsonville Slough system drains to the Pájaro River just before entering the Monterey Bay National Marine Sanctuary. In particular, this project will target load reductions in E. coli, sediment and turbidity which will have meaningful benefit for both the Pájaro River and Monterey Bay National Marine Sanctuary.

The project location, Struve Slough, is 303(d) listed as impaired by pH, dissolved oxygen, chlorophyll-a, toxicity, turbidity, E. coli bacteria, and fecal coliform bacteria. The project design concept focuses on measures that will reduce sediment in stormwater and lead to significant reductions in E. Coli concentrations through construction of two sediment capture and treatment basins at culvert outfalls which currently deliver untreated urban run-off to the downstream wetlands. The sediment capture and treatment basin design emphasize measures to increase residence time and allow sediment and pathogens and constituents bound to the sediment, to settle out and remain in the basins. Basins will be maintained on a regular and ongoing basis, keeping sediment and pollutants out of the wetlands. In doing so, the project will improve water quality in on site wetlands as well as downstream wetlands, and the Pájaro River and Monterey Bay National Marine Sanctuary into which these wetlands drain.

This project aligns with Goal 1, Objective 1.1: Build Resiliency to Sea-Level Rise, Coastal Storms, Erosion, and Flooding and Goal 3, Objective 3.1: Protect and Restore Coastal and Marine Ecosystems. The City has collaborated with Watsonville Wetlands Watch (WWW) staff who have led the project conceptual design process with the strong support of City Public Works and Engineering Staff. In addition to site specific public input, project design elements have reflected public input into many past and recent environmental planning efforts led by the City and WWW. These include the Watsonville Slough System Conservation and Enhancement Plan (2003), the City's Urban Greening Plan (2012), the Watsonville Climate Action Plan (2013 and update currently in development) and the City's Green Infrastructure Plan (currently in development).

This project additionally aligns with Goal 2, Objective 2.2, Target 2.2.2: Enhance Engagement with Underserved Communities that targets climate and biodiversity. The project is located centrally within the City of Watsonville which is a State recognized disadvantaged community. Through the City's update to the Environmental Justice Element of the General Plan, the City has actively been receiving input from the Community Advisory Committee that more resources need to be focused on environmental restoration and recreational access. Through a Department of Water Resources Disadvantaged Community Involvement Planning grant, the City was able to involve the WWW Climate Corps Leadership Institute to provide stakeholder feedback on what project would be successful and have the most impact in this part of the community. The City along with their partner agencies are actively working to support the OPC's goal of enhancing engagement with underserved communities through multiple initiatives, such as the Climate Action and Adaptation Plan, Downtown Specific Plan, and Local Hazard Mitigation Plan efforts.



P01-4-04
City of Watsonville

Middle Struve Slough Water Quality and Habitat Improvement Project

This project will provide benefits to local youth through their participation during in school and after school field trips to help with the restoration efforts. Additionally, local youth participants in the Climate Corps Leadership Institute will serve in a leadership role for this project, while learning job skills and career and technical education and receiving a stipend for each semester they work in the program. Pájaro Valley Unified School District students served through these efforts are from low-income schools, where 90% of the students are eligible for free and reduced-price lunch and 65% are English Language Learners. Additional workforce benefits include participation by young adults in the California Conservation Corps.

Goal #1: Water Quality Improvement: The project will restore and enhance wetlands and construct 2 sediment basins that are approximately 0.25 acres in total to decrease sediment loadings by approximately 800 lbs/yr within Middle Struve Slough and downstream wetlands and the Monterey Bay National Marine Sanctuary. The two detention basins will have as-builts and operation and maintenance plans that will be produced for records and ongoing maintenance of the basins.

Goal #2: Wetland and Habitat Enhancement, Improved Ecosystem Function and Climate Change Resiliency: This project will restore needed wetland and watershed habitat in Middle Struve Slough throughout an approximately 5-acre area and along an 1,800 linear foot riparian corridor. Invasive species will be replaced with diverse native habitat and wetlands be enhanced through grading work designed to increase topographical and habitat complexity. Invasive plant species removal will utilize hand removal and mechanical control to reduce invasive plant cover. Mechanical control will include repeated mowing of invasive plant species and in some cases shallow roto-tilling or scraping of the root zone to remove invasive plant roots. Following this, biodegradable and weed free wood chip mulch will be utilized to reduce re-sprouting invasive plants prior to planting these areas with diverse native plants grown from watershed specific plant material. Hand removal will entail hand digging and removal of invasive plants prior to application of woodchip mulch and following mulching where invasive plants re-sprout. In so doing, this project will serve as a demonstration for multi-benefit projects throughout the Slough System that will improve resiliency to climate change for wildlife species, such as a large suite of coastal wetland dependent species. Approximately 20 native trees will be planted to provide a buffer from the adjacent roadway for the habitat area which will sequester atmospheric carbon.

Goal #3: Community Engagement and Benefit: The project design will provide paid job training opportunities and educational field trips for Watsonville youth as Climate Corps Leadership Institute interns, along with a large number of community engagement planting and restoration days for Watsonville families. While student

interns in the Climate Corps Leadership Institute will receive pay for their participation in the job training program, no monetary compensation will be provided to other students, youth, families, or volunteers. Community engagement will also include participation by community volunteers in bimonthly water quality sampling as a part of



P01-4-04
City of Watsonville

Middle Struve Slough Water Quality and Habitat Improvement Project

Watsonville Wetlands Watch's broader community science monitoring programs that will help to inform lessons learned and the project effectiveness in treated water quality. The project incorporates key public access features in a coastal wetland by creating a new boardwalk over the enhanced wetland area. The project will produce as-builts for the boardwalk and will record community engagement, volunteer contributions, and educational experiences for Watsonville youth and families. Bilingual interpretive signage and materials will be developed to support the community engagement goals.

Project Tasks and Deliverables:

Task 1: Project Management

Coordination with the City's Environmental Sustainability Division to oversee contracts and implementation of the grant, contract procurement and coordination with Watsonville Wetlands Watch for the habitat restoration.

Deliverable: Quarterly Reporting

Task 2: Environmental Review and Permitting

Securing 401, 404 and 1600 permits and a Stormwater Management Plan as required. Grading and erosion control permits will be issued by the City and managed by the Environmental Sustainability Division.

Deliverables:

- Final Environmental Permits: Clean Water Act Section 401, 404, and 1600 permits, Stormwater Management Plan, Grading and Erosion Control Permits

Task 3: Construction, Water Quality Treatment Basins, Wetland Restoration, and Boardwalk Trail

Construction of this project will address lost native habitat and wetland function by restoring and enhancing coastal wetlands and watershed habitat throughout the approximately 5-acre project site. This task will include construction of water quality treatment basins, wetland restoration, and public access features. Work will also include creation of a technical specification package for grading work, environmentally appropriate erosion control measures and biological monitoring as required by project permits.

Deliverables:

- Construction Request For Proposal (RFP)
- Construction Contract
- As-Built Drawings

Task 4: Native Habitat Restoration



Removal of invasive plant species to be completed in coordination with the Task 3 Construction activities. Propagation of native plants, installation of native plants, and site stewardship and maintenance to create self-sustaining and high-quality native habitat.

Deliverables:

- Final Habitat Restoration Plan
- Native Plant Installation List
- As-Built Drawings for Habitat Restoration Project

Task 5: Community Engagement

Youth and community member volunteer days and bi-lingual (Spanish/English) educational field trips and work projects. Participation of the Climate Corps Leadership Institute youth interns throughout the process. At least 32 Climate Corps Leadership Institute interns will receive a stipend and serve in a leadership capacity during public engagement and public volunteer events, assist with invasive plant removal, native planting, plant propagation, and water quality and vegetation monitoring. The complete Community Engagement Plan is provided as Attachment 1 to this Work Plan.

Implementation of the Community Engagement Plan will be overseen by Watsonville Wetlands Watch (WWW) with the support of the City's community outreach team and a suite of close project partners consistent with the Community Engagement Plan.

Deliverables:

- A Community Engagement Report that details the total number of youth interns in the Climate Corps Leadership Institute, total number of hours and events worked by the Climate Corps Leadership Institute interns, public volunteer days and volunteer hours, numbers of field trips, number of project partners engaged, and youth education participation evaluation data. The report shall include records of fieldtrips and hiring, including photographs taken during field trips and special events. Youth education programs include a pre- and post- project evaluation of project impact on knowledge and behavior, with the final report providing lessons-learned to support community engagement and citizen science.
- Semi-annual reports will additionally be provided that summarize ongoing tracking of volunteer support by WWW, as well as ongoing water quality and habitat monitoring that is done by the City and WWW through the annual wetland and water quality community science water quality monitoring program, called Project Tierra.



Task 6: Project Effectiveness Monitoring

Implementation of monitoring in accordance with the project's adaptive management and monitoring plan, including pre-restoration and post-restoration monitoring.

Deliverables:

- California Rapid Assessment Method for wetlands and riparian areas (CRAM) evaluation
- Pre-restoration and post-restoration monitoring
- Native cover quantification report for habitat restoration areas
- Wildlife monitoring report

Project Timeline:

	Task Name	2022			2023				2024			
		Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1	Project Management											
1.1	Project administration and management											
2	Environmental Review, Permitting, and Design											
2.1	Environmental Review & Permitting											
2.2	CRAM pre-assessment											
2.3	Technical Specifications and Design Revisions											
3	Construction											
3.1	Site Preparation											
3.2	Construct water quality treatment basins, wetland restoration											
3.3	Construct boardwalk trail											
4	Native Habitat Restoration											
4.1	Site preparation											
4.2	Propagation of native plants, installation of plants, site stewardship and maintenance of plantings											
5	Community Outreach											
5.1	Community Participatory Water Quality Monitoring											
5.2	Volunteer Restoration Days & Youth Field Trips											
6	Monitoring											
6.1	Effectiveness Monitoring and Project Reporting											



P01-4-04
City of Watsonville

Middle Struve Slough Water Quality and Habitat Improvement Project

Budget:

	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Total
Subcontractor(s)	\$16,900	\$76,318	\$613,125	\$379,380	\$75,000	\$23,800	\$1,184,523
Materials*	\$0	\$0	\$0	\$0	\$3,000	\$5,000	\$8,000
Overhead (0%)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Task Total	\$16,900	\$76,318	\$613,125	\$379,380	\$78,000	\$28,800	\$1,192,523
Agreement Total:							\$1,192,523

*Note 1: Materials are included within the subcontractor line item and will include: supplies for temporary erosion control and wildlife exclusion during construction, engineered fill and rock for rock lined channels for the stormwater best management practices, materials for the boardwalk and trail, water quality monitoring equipment, and materials for habitat restoration that includes but is not limited to approximately 2,000 cubic yards of biodegradable wood chip mulch approximately 8,000 native plants.

Personnel Breakdown:

Not applicable, project will be implemented by subcontractor(s).

Agreement Contacts:

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Attachment: Community Engagement Plan

Defining the Community and Community-informed needs

The Middle Watsonville Slough Water Quality and Habitat Improvement Project is a neighborhood scale project within the City of Watsonville. The project is located along an existing wetland recreational trail, just below a pocket park in a residential neighborhood with surrounding commercial shopping areas and schools. Primary stakeholders include City residents and local NGO and community groups that are concerned about environmental and community health.

The project design process has been a strong collaboration between the City and its long-time partner, Watsonville Wetlands Watch (WWW), under a grant from the Department of Water Resources. Public input helped to guide project designs and included an emphasis on participation of local youth and traditionally under-represented community members. Project elements incorporated from this input included: ensuring a feeling of safety for trail users, enhanced connectivity with parks and trails, use of bilingual interpretive materials, and improved buffers for wildlife from roadways.

WWW will oversee implementation of the project's community engagement plan with the support of the City's community outreach team and a suite of close project partners that includes, but is not limited to: **Regeneracion Pajaro Valley Climate Action**, a local environmental justice climate focused community group will support public outreach and education and community engagement; **Community Action Board of Santa Cruz County's Watsonville Works Program**, a program that supports local unhoused individuals in helping with environmental cleanup; **Amah Mutsun Land Trust (AMLT)** and **Pajaro Valley Ohlone Indian Council (PVOIC)**, two active local Native American groups that currently work with WWW and the City on wetland stewardship projects will support implementation and community engagement and education.

In the event that project partners change, WWW will provide an explanation and summary of the project partners in semi-annual and final Community Engagement Report.

Community Engagement & Outreach (short-term actions)

Community engagement will emphasize meaningful participation by a broad and inclusive group of local youth, families, and community members throughout project implementation.

Watsonville Area Youth, will receive paid stipends to work on this project, through their participation in WWW's Climate Corps Leadership Institute (CCLI), a high school job training program. At least 32 CCLI interns will serve in a leadership capacity on public engagement and volunteer events, assist with invasive plant removal, native planting, plant propagation, and water quality and vegetation monitoring. Participating CCC members will gain valuable watershed restoration skills. At least 600 middle and elementary school students will participate in watershed restoration work through their participation in WWW's after-school education programs.

Watsonville Community Members, will be active participants in ongoing volunteer events. Volunteer events will include regular weekend workdays and special event days, such as World Wetlands Day hosted in February each year. Events will be family friendly and emphasize fun and culturally engaging education and activities. Community volunteers will also assist with weekly native plant nursery propagation at WWW's Fitz Wetlands Center. Based on past experience with these types of volunteer efforts, WWW estimates at least 1,000 volunteers will contribute at least 2,000 hours, which is a conservative estimate based current volunteer participation. Volunteer hours tracking will be monitored through sign in-sheets.

Stakeholder Outreach and Engagement, will be done to ensure broad and inclusive engagement of a diverse set of stakeholders. Bilingual (Spanish/English) outreach for volunteers and community members will include use of social media, print media, radio, television, and flyers. Current partners in local restoration work, PVOIC and AMLT will support integration of native and traditional cultural information in interpretive materials.

The project's **Community Engagement Budget** (Task 5), includes \$78,000 of requested funds and \$64,000 of matching funds. Grant funds are requested to support costs associated with onsite student educational field trips, such as bus transportation, materials and staff time, advertising for volunteer events and event supplies, and 20% (proportional to participation) of the total cost to pay high school teen CCLI interns, who earn \$500 per semester, to support their participation in leadership activities on the project. Additional grant funds will support community partners in outreach and education efforts. Matching funds will come from secured private foundation grants to WWW to support outdoor education, youth education, and CCLI stipends.

Measuring Successful Participation will be reported in a Final Community Engagement Report and includes the number of volunteer days and volunteer hours, numbers of field trips, number of project partners engaged, and youth education participation evaluation data. Youth education programs include a pre and post project evaluation of project impact on knowledge and behavior.

Ensuring Sense of Ownership in the Community (long-term actions and benefits)

By including the community in the design for this project and by partnering closely with WWW and other partners to lead community engagement efforts, the City has begun the process of supporting long-term ownership by the community. This project is a part of the City and WWW's long-term strategy for community stewardship of local wetlands and managed trails. In our experience, these long-term volunteer programs provide an important pathway to ensure stewardship and on-going benefits to the environment and community. The City is fully committed to maintaining the project, financially and operationally, following the grant.

Project implementation emphasizes leadership opportunities for local youth that will support them in gaining job readiness skills, future job placement, and prepare them for future academic pathways in ways that support their growth and advancement. Similarly, in engaging the local unhoused population, and diverse participation by youth and other community members, the project provides many entry points for participation and engagement in long-term stewardship.

Long-term monitoring data will be collected for both environmental and community benefits. This includes on-going tracking of volunteer support by WWW, as well as on-going water quality and habitat monitoring that is done by the City and WWW through an annual wetland and water quality community science water quality monitoring program, called Project Tierra. This work produces a semi-annual water quality and habitat report card for the slough system that helps to measure effectiveness of restoration projects, wetland and water quality health, and share this information to the public in Spanish and English. These on-going monitoring efforts and public information sharing tools are designed to foster the long-term engagement and participation needed for effective wetland stewardship on this site and throughout the watershed.