



PACIFIC STATES MARINE FISHERIES COMMISSION

205 SE SPOKANE STREET, SUITE 100 • PORTLAND, OREGON 97202-6487

PHONE: (503) 595-3100 • FAX: (503) 595-3232

www.psmfc.org

PSMFC Grant No. 22-035G

Shady Lane Abandoned Sewer and Barrier Removal Project

Ross Valley Sanitary District

PSMFC Job No. 10720.22

The following is an agreement between **Pacific States Marine Fisheries Commission** ("PSMFC") and the **Ross Valley Sanitary District (Sanitary District #1 of Marin County)** ("Grantee"), located at 2960 Kerner Blvd, San Rafael, CA 94901, to provide funding assistance for the Shady Lane Abandoned Sewer and Barrier Removal project. In consideration of the mutual agreements contained herein, the parties have agreed and do agree as follows:

PRIME AWARD INFORMATION

PSMFC is the recipient of the prime award from:

Funding Agency:	U.S. Fish and Wildlife Service
Funding Award ID Number:	F20AC00007
Funding Award Title:	California Fish Passage Forum Coordination
Funding Award Contact:	Damon Goodman – Damon_Goodman@fws.gov
CFDA No.:	15.608
CFDA Title:	Fish and Wildlife Management Assistance
Date of Prime Award:	08/01/2019 – 9/30/2024
Total Prime Award Funding:	\$769,249
Prime Award Indirect Cost Rate:	11.66% Operations, 1.63% Pass-Through
Subrecipient Name:	Ross Valley Sanitary District
Subrecipient DUNS:	047448436
Total for this Subaward	\$20,190
Subrecipient Indirect Rate:	N/A
Research and Development (R&D):	No

ARTICLE I: STATEMENT OF WORK

The work funded by this Grant is described in the attached Statement of Work (Exhibit A), which is incorporated herein. This funding shall not be used for any other purpose unless authorized, in writing, by PSMFC.

ARTICLE II: PERIOD OF PERFORMANCE

This Grant provides funding for work performed by Grantee between July 1, 2021 and June 30, 2022, unless modified by mutual written agreement. Unless specifically agreed to in writing by an authorized representative of each party, the Grantee shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond this period of performance.

The only costs which are authorized for a period of up to 30 days following the expiration date are those strictly associated with closeout activities. Closeout activities are limited to the preparation of final progress, financial, or required project audit reports. Requests to extend the performance period shall be submitted to PSMFC at least 45 days prior to the expiration of the award to provide minimum time needed to review and forward the request to the Federal agency that provided the funding. Any extension request submitted to PSMFC after expiration shall be denied.

ARTICLE III: COMPENSATION AND TERMS OF PAYMENT

Upon receipt and approval of invoices for services satisfactorily rendered, PSMFC agrees to compensate Grantee for services furnished in accordance with the attached budget included in Exhibit A. The aggregated invoiced costs shall not exceed a total of **\$20,190**.

Invoices shall contain the word "Invoice" in a prominent location, a unique invoice number, the printed name of the Grantee, the business address, the date of the invoice, the time period covered, the PSMFC grant number, a detailed description of services performed, and the method of computing the amount due. Grantee shall sign invoices when not using preprinted letterhead invoices.

With each invoice submitted, Grantee shall include a report that provides a summary of the work performed during the invoiced period. The report must include any major goals accomplished, work performed on the project and any obstacles faced that may cause delays in the program/project.

PSMFC is not obligated to reimburse the Grantee for services rendered and costs incurred in excess of the total compensation amount specified above. The Grantee is not obligated to continue performance under this grant or otherwise incur costs in excess of this total compensation amount until PSMFC notifies the Grantee in writing that the compensation amount has been increased and provides a revised compensation amount for the project.

Invoices for work performed and itemized reimbursements referencing PSMFC Grant No. 22-035G shall be submitted no more frequently than monthly to:

Patty Park, Accounting Technician
Pacific States Marine Fisheries Commission
205 SE Spokane Street, Suite 100
Portland, OR 97202
Phone: 503 595-3100
Email: APIInvoices@psmfc.org

Invoices shall be itemized in the following categories:

- (1) Task
- (2) Cost per task
- (3) The currently approved budget
- (4) Cumulative expenditures to date

Final invoices for costs incurred during the performance period shall be submitted to PSMFC no later than 30 days following the end of the performance period. PSMFC will not be liable for reimbursement of charges submitted after that date.

ARTICLE IV: GRANT MONITORING

Stan Allen is hereby designated as the Grant Monitor. The Grant Monitor is responsible for the technical administration of the grant for PSMFC. Mr. Allen is located at the PSMFC Headquarters Office at 205 SE Spokane Street, Suite 100, Portland Oregon 97202. His telephone number is (503) 595-3100, email - sallen@psmfc.org.

Grantee is required to obtain approval from the Grant Monitor for:

1. making any substantial changes in the project scope, objectives, budget or schedule;
2. change in key project staff;
3. providing financial assistance to another party other than approved in the budget;
4. transferring programmatic work to another party (except for the procurement of equipment, supplies, and general support services);
5. no-cost extensions to the project period;
6. absence (>3 months) or reduction in time (25% or more).

ARTICLE V: TERMINATION

This agreement may be terminated by either party upon two weeks written notice to the other party. Upon termination, Grantee shall promptly deliver to PSMFC all materials relating to this grant. Grantee shall exert reasonable efforts to limit or to terminate any outstanding financial commitments. Under such circumstances, Grantee shall be entitled to compensation for all allowable costs, including all un-cancellable obligations. PSMFC shall be responsible for paying the Grantee within 30 (thirty) days of final invoice receipt for Grantee services performed and expenses incurred prior to termination under this grant.

ARTICLE VI: NOTICE

Any notice provided for under this agreement shall be sufficient if in writing and delivered to the following addressee:

If to PSMFC:
Pam Kahut, Finance Officer
Pacific States Marine Fisheries Commission
205 SE Spokane St., Suite 100
Portland, OR 97202
Pam_kahut@psmfc.org

If to GRANTEE:
Steve Moore, General Manager
Ross Valley Sanitary District
2960 Kerner Blvd.
San Rafael, CA 94901
(415) 870-9764
smoore@rvsd.org

ARTICLE VII: DEBARMENT CERTIFICATION

Federal Executive Order (E.O.) 12549, "Debarment", requires that all contractors receiving individual awards, using federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from receiving funds from the Federal Government. By signing this document you certify that your organization and its principals are not debarred.

ARTICLE VIII: GENERAL PROVISIONS

Grantee agrees to comply with all applicable statutes, regulations, executive orders, Office of Management and Budget circulars, and terms and conditions relating to this Agreement. This Agreement shall constitute the entire Agreement between the parties and any prior understanding or representation of any kind preceding the effective date of this Agreement shall not be binding upon either party except to the extent incorporated in the Agreement. The undersigned represent that they each are authorized to execute this Agreement respectively on behalf PSMFC and the Grantee.

The attached PSMFC General Provisions of July 2021 are incorporated herein and made part of this agreement. Consultant agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein.

The parties hereto executed this Grant No. 22-035G as of the date specified below:

**PACIFIC STATES MARINE FISHERIES
COMMISSION**

By:


Pam Kahut
Finance Officer

Date:

10-6-2021

ROSS VALLEY SANITARY DISTRICT

By:


Steve Moore
General Manager

Date:

10-7-2021

PACIFIC STATES MARINE FISHERIES COMMISSION
GENERAL PROVISIONS - JULY 2021

1. TERMINATION

- a) Either party may terminate all or any part of this Agreement for its convenience by serving two weeks' notice in writing to the other party. Under such circumstances, Grantee shall be entitled to compensation for work satisfactorily completed up to the date of termination. Grantee shall not be entitled to any payment for or profit on work not performed.
- b) No Limitation on Other Rights. The termination of this Agreement as provided hereunder shall not affect or limit any other rights or remedies available to either party.

2. FEDERAL ACCESS TO RECORDS

The Grantee will provide the Commission, the Comptroller General of the United States, the Inspector General, the federal funding agency, or any of their duly authorized representatives, access to any books, documents, papers, and records of the Grantee involving transactions relating to this grant for a period of three years after final payment.

3. GRANT MODIFICATIONS

A grant modification is considered to be any written alteration of a grant provisions, i.e., work statement, specification, period of performance, time and rate of delivery, quantity, price, cost, fee, or other provisions of an existing grant whether accomplished in accordance with a grant provision or approved by both parties to the grant in writing.

- a) Approval Authority. Only the Executive Director or the Fiscal Manager has the authority to approve a grant modification.
- b) Processing Grant Modifications. The Grant Monitor is responsible for monitoring the grant and recommending changes in existing grants. In such capacity, the Grant Monitor will generally be responsible for initiating the necessary documents involving technical changes. In preparing the documents, the Grant Monitor shall review the statement of work and the applicable specifications and then delineate the proposed changes thereto. The Grant Monitor shall also evaluate these proposed changes are within the general scope of the grant or are considered new procurement and set forth the rationale supporting his position. If the Grant Monitor believes the changes to be in the general scope, the proposed changes, recommendations, and rationale are forwarded to the Grants Office for concurrence.

4. SUBAWARDING

Except as provided in the Statement of Work or in the Grantee's proposal incorporated in this grant, the Grantee shall not subaward any part of the work under this grant without the specific written approval of the Grant Monitor. This clause does not apply to the purchase of supplies, materials, equipment, or incidental support services.

5. RIGHTS TO INVENTION

Rights to inventions generated under this grant are subject to the regulations issued by the funding agency (i.e., Department of Commerce, Environmental Protection Agency, Bonneville Power Administration.) Grantee shall retain rights to inventions generated under this agreement except as provided under 37CFR Section 401.14. Patents and inventions must be disclosed in writing to PSMFC. Additional information regarding patent disclosures are available at <http://www.rdc.noaa.gov/~grants/>

6. CONFLICT OF INTEREST

- a) It shall be improper for any Commission employee or Commission member to participate directly or indirectly and realize financial gain in any manner pertaining to this grant.
- b) The Grantee represents to the best of its knowledge that no employee or agent of the Grantee presently has any interest that would or might conflict in any manner or degree with the Grantee's performance under this grant. Grantee shall disclose to the Commission when it becomes aware that such interest, direct or indirect, could be acquired.

7. DISCLOSURE OF BENEFITS RECEIVED FROM GRANTS

Any Commission employee or Commission member who has or obtains any benefits from this grant, shall report such benefit to the full Commission.

8. GRATUITIES AND KICKBACKS ILLEGAL

- a) Gratuities. It is improper for any person to offer, give, or agree to give to any employee or Commission member or for any employee or Commission member to solicit, demand, accept, or agree to accept from another person, anything of an pecuniary value for or because of:
 - 1) an official action taken or to be taken, or which could be taken;
 - 2) a legal duty violated or to be violated, or which could be violated by such employee or former employee.
- b) Kickbacks. It is improper for any payment, gratuity, or benefit to be made by or on behalf of a subawardee under a grant to the prime awardee or higher tier subawardee or any person associated therewith as an inducement for the award of a subaward or order.

9. COVENANT RELATING TO CONTINGENT FEES

- a) Representation of Grantee. Every person, before being awarded a grant with this Commission, shall represent that he has not retained a person to solicit or secure the grant with this Commission upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting for bona fide employees or bona fide established commercial, selling agencies maintained by the person so representing for the purpose of securing business or an attorney rendering professional legal services, employed, consistent with applicable canons of ethics.

- b) Intentional Violation Unlawful. The intentional violation of the representation specified in Subsection (a) above is cause for termination of a grant.

10. RESTRICTION ON EMPLOYMENT OF PRESENT COMMISSION EMPLOYEES

No Commission employee may be employed by the Grantee to perform work under this grant.

11. GRANTEE'S RESPONSIBILITY FOR THE WORK

The Grantee shall be responsible and accountable for the accuracy, completeness, clarity, and adequacy of the work, and shall perform the work in a professional manner. The Grantee shall be solely responsible for all actions and/or omissions of its agents, employees, representatives and subawardees.

12. INDEPENDENT GRANTEE

This grant shall not be construed or interpreted as making the Grantee an agent or employee of the Commission for any purpose whatsoever. Grantee shall not represent or obligate the Commission in any public or private matter. Grantee shall be considered an independent grantee with the authority to control and direct the performance of the work, subject, however, to the right of the Commission to generally inspect the work and to determine whether it is being performed by the Grantee in accordance with the grant.

13. INSURANCE

Throughout the term of this Agreement, the Grantee shall maintain in effect:

- a) Worker's Compensation Insurance as required by State law, including Employers' Liability Insurance for all employees of the Grantee with the below listed minimum limit per accident (Not required for sole proprietors). If there is an exposure for injury to the Grantee's employees under the United States Longshoremen and Harbor Workers' Compensation Act, the Jones Act or under laws, regulations or statutes applicable to maritime employees, or any similar laws, regulations or statutes, coverage shall be included for such injuries or claims.
- b) Commercial General Liability Insurance covering all operations by or on behalf of the Grantee, on an occurrence basis, against claims for personal injury (including bodily injury and death) and property damage (including loss of use) with the below listed minimum limit per occurrence for bodily injury, personal injury and property damage.
- c) Automobile Liability Insurance against claims of personal injury (including bodily injury and death) and property damage covering all owned, leased, non-owned and hired vehicles with the below listed minimum limit per accident for bodily injury and property damage.
- d) Upon written request, the Grantee shall supply to PSMFC a copy of each insurance policy currently in effect, and shall obtain any insurance, additional to that specified above, which PSMFC may request. The cost of any insurance, additional to that specified above, which PSMFC requests, shall be reimbursed by PSMFC.
- e) On the policies listed above insurance shall be primary and not excess to or contributing with any insurance or self-insurance maintained by PSMFC. The minimum limits mentioned in

Sections above shall be Three Hundred Thousand Dollars and No/100 (\$300,000.00) for any one person, Three Hundred Thousand Dollars and No/100 (\$300,000.00) for bodily injury or death of any number of persons in any one occurrence, and Three Hundred Thousand Dollars and No/100 (\$300,000.00) for property damage in any one occurrence.

14. INDEMNIFICATION BY GRANTEE

To the full extent permitted by applicable law, the Grantee agrees to defend, indemnify and hold harmless PSMFC, its officers, and employees from any damage, liability or cost (including reasonable attorney fees incurred in establishing the right to indemnification, attorney fees and costs of defense) arising out of or due to:

- a) Negligent acts, errors or omissions of the Grantee in performance of services in connection with or incident to this Agreement;
- b) Any failure of the Grantee to comply with current applicable laws, ordinances, rules, regulations, orders, licenses, permits or other requirements of any governmental authority with jurisdiction: and
- c) Any failure of the Grantee to secure and maintain insurance as required by this Agreement.

15. MISCELLANEOUS

- a) Applicable Law. This grant shall be construed and governed, in the following order, by the laws of the United States of America, the State of Oregon, and the state(s) in which work is performed under this grant.
- b) Entire Agreement. This grant contains all of the terms, conditions, and understandings between the parties. None of the provisions herein may be changed, modified, or waived except by a writing signed by a duly authorized representative of each party.
- c) Notices. Any notices by either party as provided for in this grant shall be in writing to the other party's last known address sent via first class mail, postage prepaid. A notice shall be deemed to have been received by the recipient 3 days after mailing or at the time of actual receipt, whichever is earlier.
- d) Record Keeping. Financial records, supporting documents, statistical records, and all other records pertinent to this grant shall be retained for a period of three years from the date of submission of the final expenditure report. The only exceptions are the following:
 - 1) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records shall be retained until all litigation, claims, or audits involving the records have been resolved and final action taken.
 - 2) Records for real property and equipment acquired with federal funds shall be retained for 3 years after final disposition.
- e) Taxes. The Grantee shall be responsible for payment of all applicable federal, state, and local taxes and fees which may become due and owing by the Grantee by reason of this agreement, including but not limited to (i) income taxes, (ii) employment related fees,

assessments, and taxes, and (iii) general excise taxes. The Grantee is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this grant.

- f) Severability. In the event that any provision of this grant is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of the grant.
- g) Waiver. The failure of either party to insist upon strict compliance with any term, provision, or condition of this grant shall not constitute or be deemed to constitute a waiver or relinquishment of right to enforce the same in accordance with this agreement.

16. RESOURCE CONSERVATION AND RECOVERY ACT

Section 6002 under the Act requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency (EPA) (40 CFR parts 247-254). Accordingly, the Grantee shall give preference in its procurement programs funded with federal funds to the purchase of recycled products pursuant to the EPA guidelines.

17. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

Grants and sub-grants in excess of \$100,000 shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 740 et. seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency.

18. BYRD ANTI-LOBBYING AMENDMENT

Grantee shall comply with the provisions of Section 319 of Public Law 101-121, which added Section 1352 to Chapter 13 of Title 31 of the United States Code. These provisions generally prohibit the use of Federal funds for lobbying the Executive or Legislative Branches of the Federal government in connection of the award, and require the disclosure of the use of non-Federal funds for lobbying. Grants in excess of \$100,000 shall file the required certification pursuant to 31 U.S.C. 1352. The certification shall be filed within 15 days following the end of the calendar quarter in which there occurs any event that requires a disclosure or that materially affects the accuracy of information contained in any disclosure form previously filed.

19. DEBARMENT AND SUSPENSION

No subawards shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with Executive Orders 12549 and 12689. Subawards in excess of \$100,000 shall provide the required certification regarding the Grantee's exclusion status and that of its principal employees.

20. NON-DISCRIMINATION REQUIREMENTS

No person in the United States shall, on the ground of race, color, national origin, handicap, religion, or sex, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance. The Grantee agrees to comply with the non-discrimination requirements below:

- a) Title VI of the Civil Rights Act of 1964 which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance;
- b) Title IX of the Education Amendments of 1972 prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;
- c) Section 504 of the Rehabilitation Act of 1973, as amended prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance;
- d) The Age Discrimination Act of 1975, as amended prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
- e) The Americans with Disabilities Act of 1990 prohibiting discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation;
- f) Parts II and III of Executive Order 11246 (30F.R. 12319, 1965) as amended by Executive Orders 11375 (32 F.R. 14303, 1967) and 12086 (43 F.R. 46501, 1978) requiring federally assisted grants to include the non-discrimination provisions of §§ 202 and 203 of that Executive Order and Department of Labor regulations implementing Executive Order 11246.
- g) Any other non-discrimination provisions of statutory law.

21. DRUG-FREE WORKPLACE

The Grantee shall comply with the provisions of Public Law 100-690, Title V, Subtitle D, "Drug-Free Workplace Act of 1988," which require that the Grantee take steps to provide a drug-free workplace.

22. RESEARCH MISCONDUCT

Scientific or research misconduct refers to the fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results. It does not include honest errors or differences of opinion. Funds expended on an activity that is determined to be invalid or unreliable because of scientific misconduct may result in a disallowance of costs for which the institution may be liable for repayment to the awarding agency.

EXHIBIT A – PSMFC GRANT NO. 22-035G STATEMENT OF WORK

**Shady Lane Abandoned Sewer and Barrier Removal Project
Ross Creek, tributary to Corte Madera Creek, Marin County
Ross Valley Sanitary District**

**California Fish Passage Forum Grant
Scope and Budget
June 2021**

Project Scope

Ross Valley Sanitary District is removing an abandoned sewer from the streambed of Ross Creek, which supports an anadromous steelhead trout fishery, and restoring the creek to allow improved fish passage and not destabilize the bed and banks of this creek. The grant will fund the procurement and placement of Cobbles (12-in. diameter) and Stream Boulders (12-in. to 28-in. diameter) and construction of a roughened channel bed after the abandoned sewer is removed.

Project Budget

The following budget is estimated for Construction of Roughened Channel Bed and Placement of Cobbles and Stream Boulders. The budget exceeds the grant amount of \$20,190, but final costs will be determined based on bids received and invoices submitted by the selected construction contractor.

Task	Quantity	Units	Unit Cost	Total Cost
Place Cobbles (12-inch)	37	CY (cubic yards)	\$350/CY	\$12,950
Place Boulders (12-inch to 28-inch)	16	Tons	\$800/ton	\$12,800
Construct Roughened Channel Bed	620	SF (square feet)	\$15/SF	\$9,300
TOTAL				\$35,050