

**AGREEMENT**  
between the  
**U.S. FISH AND WILDLIFE SERVICE**  
and the  
**CALIFORNIA DEPARTMENT OF WATER RESOURCES**

FWS Agreement No.: 117103J400  
Charge Code : 11710-1981-0060  
Amount Obligated: \$351,807  
Recipient Tax Identification No. 52-1692634  
CFDA No. (If applicable) \_\_\_\_\_

**I. TYPE OF AGREEMENT:**

- Grant  
 Cooperative Agreement  
 Private Lands  
 Challenge Cost-Share

**II. TYPE OF ORGANIZATION**

- State, Local or Indian Gov.  
 Non-Profit Organization  
 Higher Education Inst.  
 Private Individual  
 Business Organization  
 Federal Agency

**III. PARTICIPANTS:**

Funding Organization: U.S. Fish and Wildlife Service  
Stone Lakes National Wildlife Refuge  
1624 Hood-Franklin Road  
Elk Grove, California 95758

Recipient Organization: California Department of Water Resources  
3251 S Street  
Sacramento, California 95816

**IV. PROJECT OFFICERS:**

FWS Officer:  
Name: Thomas E. Harvey  
Phone: (916) 775-4421; 4407 (fax)  
[thomas\\_harvey@fws.gov](mailto:thomas_harvey@fws.gov)

Recipient:  
Name: Randall Mager  
Phone: (916) 227-2490  
[rcmager@water.ca.gov](mailto:rcmager@water.ca.gov)

## **V. PURPOSE/OBJECTIVE:**

This agreement will facilitate reimbursement by the U.S. Fish and Wildlife Service, hereinafter referred to as Service of the California Department of Water Resources, hereinafter referred to as Water Resources, as they conduct a monitoring program on Liberty Island. The Service and Water Resources have a common goal of developing and implementing a monitoring program on Liberty Island in Yolo and Solano Counties. Liberty Island has been subject to tidal influence since 1998. In 2000, the CALFED Bay-Delta Program, hereinafter referred to as CALFED, provided funding to the Service to conduct monitoring of Liberty Island to address fish and wildlife uses, vegetation, bathymetry, water quality, phytoplankton, zooplankton, benthic conditions, and organic carbon. The Service, Water Resources, and the California Department of Fish and Game are collaborating on monitoring of Liberty Island using a similar approach as was originally planned for nearby Prospect Island. This agreement recognizes the necessity of cooperation and the sharing of resources between the Service, Water Resources, and other collaborators to complete monitoring of Liberty Island.

## **VI. AUTHORITY:**

This agreement is hereby made and entered into by and between the Service and Water Resources pursuant to and in accordance with Section 1 of the Fish and Wildlife Coordination Act (48 Stat/401 as amended; 16 U.S.C. 661 et seq.), Section 7 of the Fish and Wildlife Act of 1956, 16 U.S.C. 742f (a)(4), and 15 U.S.C. 714 et seq., 16 U.S. C. 590a et seq. 16 U.S.C. 3837 et seq. and 7 CFR 1467 and the Intergovernmental Cooperation Act of 1968 (31 USC 6505). The intent of this agreement is for the Service to support efforts that will benefit the public. Water Resources has the appropriate experience and expertise and has a mutual interest with the Service of contributing effectively to the purpose and objectives of this project. The purpose of this agreement will facilitate intergovernmental coordination and cooperation and contribute to fulfillment of the intent of the above statutory authorities.

All field activities for Liberty Island monitoring activities provided for by this agreement, will occur on the 4,760-acre portion of Liberty Island that is owned in fee title by the Trust for Public Land, hereinafter referred to as TPL. TPL is a national, non-profit conservation organization that is assisting the Service with development of the proposed North Delta National Wildlife Refuge. TPL entered into a cooperative agreement with the Service in 1999 to purchase and hold 4,760 acres of Liberty Island. TPL has agreed to hold the property and grant access to the Service for the purposes of this monitoring program until such time as the Service completes the refuge planning process and the property is conveyed to the Service. During their interim ownership of the Liberty Island, TPL has allowed public access to their property for fish and wildlife-related recreational activities. Through previous amendments to CALFED Project #2000-F06, the Service has made grant funds available to TPL for interim management and maintenance of Liberty Island. Some interim maintenance of Liberty Island has occurred in cooperation with the Service, through use of the Stone Lakes National Wildlife Refuge Youth Conservation Corps.

## **VII. FUNDING INFORMATION:**

The Service will make funds in the amount of \$351,807 available for Water Resources to accomplish the specific tasks described in this agreement. These funds are part of a \$652,520 grant provided to the Service by CALFED (CALFED Project #2000-F06 / Interagency Agreement No. 1425-98-AA-20-16270) to cover anticipated expenses for work performed by the Service, Water Resources, California Department of Fish and Game, and other cooperators pursuant to this and other agreements. Nothing herein shall be considered as obligating the Service to expend funds or otherwise obligate the Service for the future payment of money in excess of appropriations authorized by law and administratively allocated for the activities associated with this agreement.

## **VIII. TERM OF AGREEMENT:**

This agreement shall become effective upon signing by the Parties and remain in effect until September 30, 2005.

## **IX. SPECIFIC OBLIGATIONS OF EACH PARTY:**

- A. The Service will provide Water Resources with the following assistance to accomplish the goals of this agreement:
1. Provide Water Resources with funding to enable planning and implementation of an environmental monitoring program on Liberty Island.
  2. Continue to collaborate with Water Resources and other cooperators in the development and implementation of monitoring of Liberty Island and on other future management programs.
- B. Water Resources will provide the Service with the following assistance to accomplish the goals of this agreement.
1. Utilize funding provided by the Service for the development and implementation of an environmental monitoring program for Liberty Island.
  2. Continue to work cooperatively with the Service and other partnering agencies to conduct a monitoring program on Liberty Island and implement future habitat management activities.

## **X. REPORTING REQUIREMENTS:**

- A. Progress Reports

**Water Resources will submit a progress report of the activities which occurred and provide a description of the project accomplishments during each quarter of the calendar year beginning with the quarter of July through September. The reports shall be submitted within 30 days following the end of each quarter. Each report shall include:**

- 1. The name of Water Resources, the project title, cooperative agreement number, date of the report, and period of time covered by the report.**
- 2. A summary of significant activities and results for that period.**
- 3. Comments regarding any problems, delays or adverse conditions that materially impair the ability of Water Resources to meet the objectives of the agreement. Also included will be efforts undertaken to resolve problems, proposed changes (with justification) in the statement of work or proposed changes (with justification) in the schedule.**

**Quarterly updates will be submitted for publication in the Interagency Ecological Program (IEP) for publication. These will summarize data collected through the previous quarter.**

**B. Interim Report.**

**Water Resources will submit, by December 1, 2003, an interim report that will include data from the fish monitoring conducted during August 2002 through July 2003. The report will also include the complete pilot study monitoring plan containing conceptual models, monitoring schedule, all the monitoring components, sampling protocols, and budgets**

**C. Final Report**

**Water Resources will submit, within 90 calendar days of completion of the monitoring, a final financial and performance report. The report will identify the degree to which tasks in the agreement were accomplished. Water Resources shall account for any real and personal property acquired with Federal funds or received from the Federal Government according to requirements of regulations referenced in "Applicable Regulations" section of this agreement. Reports shall include:**

- 1. Abstract**
- 2. Introduction**
- 3. Description of the study area**
- 4. Methods and materials**
- 5. Results and discussion of accomplishments**
- 6. Summary conclusion**
- 7. Summary of expenditures**
- 8. Supplemental appendices that contain summaries of data collected**

**Included will be data from previous year's report as well as all monitoring elements' data**

collected Aug 2003-Aug 2004. Also included will be any revisions to the pilot study plan required for the second year of monitoring. This report will be distributed to Service and circulated throughout CALFED Bay-Delta Program, California Department of Fish and Game, and Water Resources for review and comments. These comments will be used to help formulate a long-term monitoring plan for Liberty Island and possibly other islands in the area (e.g., Prospect Island, Little Holland Tract) depending on progress on restoration activities there.

- D. All reports shall be submitted to the Service in hard copy and electronic format:

Thomas E. Harvey, Project Leader  
Stone Lakes National Wildlife Refuge  
U.S. Fish and Wildlife Service  
1624 Hood-Franklin Road  
Elk Grove, California 95758

#### **XI. INVOICING/ACCEPTANCE PROCEDURES:**

Water Resources will submit requests for reimbursement for expenses incurred while performing work pursuant to this agreement using Standard Form 270, Request for Advance or Reimbursement, on a quarterly basis. Reimbursement will be made on the basis of submission by recipient of acceptable documentation as defined by the Service. Ten percent of the total amount of the agreement may be withheld until all requirements of the agreement are accomplished. A Final Invoice may be submitted for the 10% withheld once all the requirements are approved.

Water Resources is responsible for completing Standard Form 3881 (ACH) and forwarding it to the Service Project Officer in order to receive funds electronically from the Department of the Interior or Fish and Wildlife Service. The form is available from the Project Officer. Requests shall be submitted to the Service Project Officer, at the following address:

Thomas E. Harvey, Project Leader  
U.S. Fish and Wildlife Service  
Stone Lakes National Wildlife Refuge  
1624 Hood-Franklin Road  
Elk Grove, California 95758

#### **XII APPLICABLE REGULATIONS:**

- A. The recipient must submit with this agreement Standard Form 424-B Assurances Non-Construction. In addition to the assurances listed on 424-B, the recipient certifies compliance with the following regulations, as applicable, incorporated by reference with the same force and

effect as if they were provided in full text. Failure of a recipient to comply with any provision may be the basis for withholding payments for proper charges made by the recipient and for termination of support.

1. OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments as codified at 43 CFR Part 12, Subpart C
2. OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations as codified at 43 CFR Part 12, Subpart F
3. OMB Circular A-21, Cost Principles for Educational Institutions
4. OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments
5. OMB Circular A-122, Cost Principles for Non-Profit Organizations
6. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations
7. 43 CFR Part 12, Subpart D – Governmentwide Debarment and Suspension (Nonprocurement) and Governmentwide Requirements for Drug Free Workplace
8. 43 CFR Part 12, Subpart E – Buy American Requirements for Assistance Programs.
9. 43 CFR Part 18 – New Restrictions on Lobbying
10. 48 CFR Part 31.2 - Contracts with Commercial Organizations
11. 48 CFR Part 52.215.2 - Audit and Records - Negotiation

Copies of the above documents are available at the following websites:

<http://www.whitehouse.gov/OMB/circulars/index.html> or [www.doi.gov/pam/pamfaeg.html](http://www.doi.gov/pam/pamfaeg.html)

Small Business Policy / Reference 505 DM 3.5 C(1)(a):

It is a National policy to award a fair share of contracts to small and minority business firms. The Department of the Interior is strongly committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness.

1. The grantee and subgrantee shall take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

**2. Affirmative steps shall include:**

- (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;**
- (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;**
- (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;**
- (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;**
- (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce as appropriate, and**
- (vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in (2)(I) through (v) above.**

**XIII. TERMINATION**

This agreement may be terminated by any party following 60 days written notification to other party(s).

**XIV. MODIFICATION PROCEDURES:**

Modifications to this Agreement may be proposed by either party and shall become effective upon written concurrence of all parties. Work completed prior to written concurrence of all parties is done at the Recipient's risk, without expectation of reimbursement.

**XV. SPECIAL PROVISIONS:**

**Seat Belt Policies and Programs:** Recipients of grants/cooperative agreements and/or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally-owned vehicles. These measure include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

**Greening Policies and Programs:** In accordance with Executive Order 13101 "Greening the Government Through Waste Prevention, Recycling and Federal Acquisition," recipients of grants/cooperative agreements and/or sub-awards are encouraged to actively and systematically protect the natural processes that sustain life by whenever possible, incorporating environmentally preferable products in their activities. These measures include, but are not limited to, re-refined oil for all vehicles and heavy equipment, diverting solid waste from disposal in landfills through recycling and use of materials that reduce greenhouse gas emissions.

**XVI. RELATED ATTACHMENTS:**

**Liberty Island Monitoring Work Plan:** As described in CALFED Ecosystem Restoration Proposal Number 99-B165 and authorized under CALFED Project #2000-F06, the Service is required to develop and implement an environmental monitoring program to evaluate the effects of tidal restoration of Liberty Island. This program is to be developed in cooperation with Fish and Game and the California Department of Water Resources who are participants in the Sacramento-San Joaquin Delta Interagency Ecological Program. These agencies have developed a similar monitoring protocol for the proposed restoration of nearby Prospect Island which will now be applied to the study of Liberty Island. The monitoring program will address a number of research goals and parameters, including the following:

- (1) Quantify use of habitats by and abundance of various fish species, including Delta smelt, Sacramento splittail, and salmonids;
- (2) Quantify wildlife use of open water, mudflats, emergent marsh, and riparian woodlands;
- (3) Monitor composition and extent of plant communities that become established on the island;
- (4) Assess water quality conditions in various aquatic habitats, including the effects of levee breaches on water quality;
- (5) Evaluate phytoplankton species, composition, biomass, primary productivity, nutrients, and sediment concentrations;
- (6) Identify zooplankton species, mysid shrimp, and amphipods utilizing various habitats;
- (7) Evaluate benthic macrofaunal community development and substrate composition in various habitats;
- (8) Evaluate bathymetric changes due to siltation and erosion and their effects on habitats; and
- (9) Determine if Liberty Island is a source of organic carbon.

**FOR THE U.S. FISH AND WILDLIFE SERVICE:**

By: Signature: David G. Parker

Date: 9/4/05

Title: ~~Acting~~ CNO Manager

**FOR THE CALIFORNIA DEPARTMENT OF WATER RESOURCES:**

By: Signature: Barbara J. McDonnell acting for Date: October 22, 2003  
Barbara J. McDonnell  
Title: Chief, Division of Environmental Services

**FWS CONTRACT SUFFICIENCY REVIEW:**

By: Signature: Stephanie A. Winman Date: 9/2/03  
Contracting Officer FWS #19093

Approved as to legal form  
and sufficiency:

Susan Weber  
Asst Chief Counsel, DWR