



**PROPOSITION 1 WATERSHED RESTORATION GRANT PROGRAM
HERON'S HEAD PARK SHORELINE RESILIENCE
GRANT AGREEMENT NUMBER – Q2196007**

GRANTOR: State of California, acting by and through the
California Department of Fish and Wildlife
P.O. Box 944209
Sacramento, CA 94244-2090

GRANTEE: Port of San Francisco
Pier 1 – The Embarcadero
San Francisco, CA 94111

SECTION 1 – LEGAL BASIS OF AWARD

The California Department of Fish and Wildlife (CDFW or Grantor) developed the Watershed Restoration Grant Program in response to the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1). Proposition 1 amended the California Water Code (CWC) to add Section 79737, authorizing the Legislature to appropriate funds to CDFW to fund multi-benefit ecosystem and watershed restoration and protection projects.

Pursuant to Fish and Game Code Section 1501.5(b), Grantor is authorized to enter into this grant agreement (Agreement) and to make an award to the Port of San Francisco, a department of the City and County of San Francisco (Grantee) for the purposes set forth herein. Grantee accepts the grant on the terms and conditions of this Agreement. Accordingly, Grantor and Grantee (Parties) hereby agree as follows:

SECTION 2 – GRANT AWARD

2.01 Grant: In accordance with the terms and conditions of this Agreement, Grantor shall provide Grantee with a maximum of \$1,493,000 (Grant Funds) to financially support and assist Grantee's implementation of Heron's Head Park Shoreline Resilience (Project).

2.02 Term: The term of this Agreement is January 1, 2022 through December 31, 2024. (Agreement Term).

SECTION 3 – ELIGIBLE USES OF GRANT

Only Grantee expenditures that are necessary to implement the Project, comply with applicable federal and State of California law, and made in accordance with this

Agreement are eligible for reimbursement from the Grant Funds.

SECTION 4 – GRANTEE’S REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants to Grantor as follows:

- 4.01 Existence and Power:** Grantee is a public entity validly existing and in good standing under the laws of California. Grantee has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.
- 4.02 Binding Obligation:** This Agreement has been duly authorized, executed, and delivered on behalf of Grantee and constitutes the legal, valid, and binding obligation of Grantee, enforceable in accordance with the Agreement’s terms.

SECTION 5 – GENERAL TERMS

- 5.01 Purpose:** This Agreement is entered into by the Parties for the purpose of providing financial support to Grantee to complete the Project, specifically the activities identified within Section 6 - Project Statement.
- 5.02 Project:** Grantee shall complete the Project as set forth in Section 6 - Project Statement.
- 5.03 General Grant Provisions:** Public Entities General Grant Provisions (Exhibit 1.a), is attached hereto and made a part of this Agreement.
- 5.04 Amendments; Budget Revisions:** Grantee shall submit any request to amend any term of this Agreement in writing to the CDFW Grant Manager. Grantee must include an explanation of and justification for any such request. This Agreement may only be amended in accordance with Section 2 of Exhibit 1.a except that the CDFW Grant Manager may approve via email proposed revisions to the Budget (as defined in Section 9.01) to shift budgeted funds between existing line items or categories when those proposed revisions meet all of the following requirements:
- Are consistent with the purpose, objectives, and description of the Project as detailed in Section 6 - Project Statement;
 - Do not increase the total amount of Grant Funds;
 - Do not, in the aggregate, transfer more than 10% of the Grant Funds excluding Budget revisions previously approved by the CDFW Grant Manager;
 - Are not retroactive in effect.
- 5.05 Acknowledgement of Credit:** Grantee shall include signage, to the extent practicable, informing the public that the Project received funds through the

California Department of Fish and Wildlife from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1, CWC § 79707) Further, Grantee shall include appropriate acknowledgement of credit to the Watershed Restoration Grant Program and its implementing agency, the California Department of Fish and Wildlife, for Grantor's financial support when using any data and/or information developed under this Agreement (e.g., in posters, reports, publications, presentations).

- 5.06 Notice to Proceed and Landowner Access:** Grantee must not proceed with on the ground implementation activities in Task 5 until it has received a Notice to Proceed from the CDFW Grant Manager. The CDFW Grant Manager will not issue a Notice to Proceed until Grantee has secured all required permits, provided copies of such permits to the CDFW Grant Manager, and secured Project Site Access (as defined in Section 6.03.2 of this Agreement) that the CDFW Grant Manager determines is adequate.

SECTION 6 – PROJECT STATEMENT

6.01 Introduction:

The purpose of this project is to create a living shoreline that will enhance and preserve the physical, biological, and community benefit functions at Heron's Head Park for a design life of 30 years. The coarse material shoreline will enable wetlands to migrate with rising sea level so that some wetland habitat and key public access features remain through mid-century. With the proposed monitoring and stewardship, including ongoing removal of non-native species and replanting with locally adapted native wetland/transition zone plants, the Project will combat a significant infestation by invasive Algerian sea lavender, employ local youth, and provide volunteer opportunities for visitors and students. The Project will engage the surrounding community in implementation and demonstrate how marsh-fringing beach and other living shoreline elements can be integrated to create a resilient shoreline, thereby contributing to statewide efforts to develop technical understanding and implementation of natural systems-based approaches to shoreline stabilization.

San Francisco Bay has lost more than 90% of its historic tidal wetlands and is one third smaller than it was 100 years ago due to decades of filling along the bay shoreline. This has resulted in substantial loss, degradation, and fragmentation of habitat and decreased ecological function for many species. The Bay now has reduced biomass from loss of wetland vegetation and shellfish beds that once provided habitat structure and food resources. The San Francisco Estuary is also one of the most invaded estuaries in the world, with resultant loss of ecological function and disruption of the food web for native species. Reduced concentrations of sediment in the Estuary and rising sea level contribute to projections of future habitat loss. On- going loss of tidal marsh due to erosion of marsh edges is one of

the most direct impacts of sea level rise on ecosystems in the Estuary (SFEI & Baye, 2020).

The original Heron's Head Park wetland enhancement project in winter 1998- 99 created approximately 10 acres of intertidal habitats, including tidal marsh, a tidal channel network, marsh ponds and transition/upland mounds. In the 20 years since, the Port expanded and enhanced the wetlands at Heron's Head Park while the shoreline has experienced subsidence of the fill soils, erosion from wind-waves and tidal flows, and a low supply of ambient suspended sediment. These forces have caused a loss of both habitat acreage and ecological functions and shoreline retreat.

The overall project objective is to integrate the biological and physical goals of shoreline protection and intertidal and shallow subtidal habitat restoration. The Project will create a resilient shoreline that prevents ongoing loss of wetlands and restores ecological function to a small but important area that is utilized by over 100 resident and migratory bird species and supports the endangered California seablite. The beach and oyster reef habitat will enhance the existing mosaic of tidal wetland, tidal pond, and transition zone habitat.

6.02 Objectives: Specific objectives of this Project are to:

1. Construct a dynamically stable beach along the marsh edge. The Port will competitively bid construction of a sand and gravel beach and groynes over 2.06 ac. along 1,600 linear feet of shoreline.
- 2.
3. Incorporate Living Shoreline elements, including subtidal oyster reef elements and high marsh plantings on the beach crest for habitat diversity and ecological function.
4. Restore native marsh and transition zone vegetation. The Port will contract with a local non-profit organization to propagate, plant, and maintain native salt marsh plants over a period of five years.
5. Remove critical mass of invasive species, reducing percent cover by invasive species in the tidal marsh to less than 30% by the end of the 5-year revegetation effort.
6. Monitor project outcomes to inform adaptive management. The Port will monitor physical and ecological outcomes of the Project for 10 years. Monitoring will inform the Port's adaptive management measures as warranted to achieve habitat restoration goals.

7. Contribute to understanding of living shoreline project implementation. Following construction during the grant term the project team will produce monitoring reports and present to Bay restoration agencies and practitioners and the general public.

6.03 Project Description:

6.03.1 Location: Grantee will implement the Project on approximately 22 acres of publicly owned land located at Cargo Way and Jennings Street in the City and County of San Francisco, California. The wetlands are located around latitude 37.44157, longitude -122.22206. in San Francisco County, California (Project Site).

6.03.2 Project Site Access: Grantee shall give Grantor, and its employees and agents written permission to access the Project Site at least once every 12 months from the date of Grantor's Notice to Proceed until 25 years after the end of the Agreement Term for purposes of inspections and monitoring (Project Site Access). Such access shall be reasonably acceptable to the Landowner(s) and the requester following written or verbal request to Grantee.

6.03.3 Materials and Equipment: All materials and equipment are included in subcontractor costs or will be provided as cost share by Grantee.

6.03.4 Project Implementation: Consistent with Grantee's proposal for the Project, Grantee will complete the following tasks in accordance with Section 6.03.6 – Schedule of Due Dates and Deliverables:

Task 1 – Project Management and Administration

Grantee will provide technical and administrative services associated with implementation of the Project, including managing this Agreement, assuring all permits are finalized, administering subcontracts, invoicing and payments, drafting and finalizing progress and final reports, and data management.

Deliverables: Progress and final reports and invoices will be delivered to the grant manager according to the terms in Section 8 Reports of this agreement.

Long-Term Maintenance: Grantee shall ensure that the Project and Project Site are properly operated, used, and maintained consistent with the purposes (as stated in Section 6.01 – Introduction) and objectives (as stated in Section 6.02 – Objectives) of the Project for 25 years after the end of the Agreement Term. Grantor will not fund long-term maintenance activities outside of the Agreement Term.

Task 2 – Stakeholder Engagement

Stakeholder engagement costs are not included in the budget for this grant agreement and are not reimbursable. This task is funded by the grantee.

Grantee will continue stakeholder engagement initiated in 2017 through construction and post- restoration monitoring. Public meetings will include but not be limited to the Port’s citizen advisory committees (Southern Waterfront Advisory Committee, Waterfront Land Use Plan Sustainability Committee), local community groups in the Bayview Hunters Point neighborhood (EcoCenter Advisory Committee, Bayview Residents Improving their Environment) and the local chapter of the Audubon Society.

Project partner Literacy for Environmental Justice (LEJ) will initiate additional community outreach developed and presented by LEJ’s EcoApprentices. The EcoApprentices will develop and deliver presentations about the Project (with technical support/supervision from the Port) to groups and venues of their choosing. The EcoApprentices’ outreach is funded by the San Francisco Bay Restoration Authority Grant to the Port.

Project partner ESA will present the project to more technical audiences, including presenting at an on-line symposium on coarse grain beaches as habitat and shoreline resilience improvements hosted by the California Coastal Conservancy. More such presentations will be appropriate in the future as implementation experience yields lessons learned and results of post-restoration monitoring.

The Port will develop a robust Waterfront Resilience Program (WRP) Communications and Engagement Plan that provides additional capacity for community engagement about the Heron’s Head Park Shoreline Resilience Project. Port staff will also continue to leverage its existing environmental education and public outreach programs at Heron’s Head Park and other public meetings and events to engage community stakeholders and the public in the project.

The Deliverable for this task will consist of reporting on stakeholder engagement activities to CDFW in Quarterly Reports, to be submitted within 30 days after each quarter during which CDFW-funded construction occurs. The first CDFW-funded construction activities will occur during the July-Sept 2022 quarter, with first report submitted by 10/31/22.

Task 3 Salt Marsh Habitat Restoration

This task is funded by the Port's existing grant agreement with the San Francisco Bay Restoration Authority. Wetland plant and habitat restoration costs are not included in the budget for this grant agreement and are not reimbursable.

Phase 1 wetland plant restoration was initiated in November 2020 with invasive species removal and seed collection. Phase 2 wetland habitat restoration will follow completion of shoreline construction, anticipated January 2023 and include planting along new habitat features.

The Deliverable for this task will consist of reporting on salt marsh restoration activities to CDFW in each Quarterly Report, to be submitted within 30 days after each quarter during which CDFW construction occurs. The first CDFW-funded construction activities will occur during the July-Sept 2022 quarter, with first report submitted by 10/31/22.

Task 4 Pre-Construction Biological Monitoring, Surveys, and Training. Pre-construction surveys and training costs are not included in the budget for this grant agreement and are not reimbursable.

The Port will contract with qualified biologists to complete pre-construction surveys for potential presence of Ridgway's rail and eelgrass and locations of existing California seablite populations, which will be marked and protected. Biologists will also provide environmental awareness training regarding the environmental permit conditions, sensitive resources at the site, and the impact avoidance and minimization measures that must be implemented during construction to the Contractor's field management and construction personnel prior to commencement of work

Throughout the construction period, biologists and other qualified consultants under contract to the Port will continue to monitor presence of Ridgway's rail and compliance with species and habitat, water quality, air quality, noise reduction, and other requirements.

During construction, permits require the Port to provide Workers' Environmental Awareness Training to train Contractor's staff on environmental conditions at the site and required protection measures. Permits also require ongoing monitoring for Ridgway's rail during construction. This ongoing biological monitoring will be one of the elements of the overall construction budget paid for by Port.

Task 5. Shoreline Construction

Grantor funding from the CDFW Prop. 1 Watershed Restoration Grant Program will be used for this task.

Permits restrict on-site construction to occur only between August 1 and January 31 to protect nesting birds and special status species. To prevent erosion and habitat loss grantee will place material of the type, quantity, and location that, based on site-specific modelling of longshore sediment transport, will maintain a functional shoreline for the 30-year life of the project, create a foundation for future adaptive management opportunities, and provide the greatest habitat benefit with the least amount of impact.

Task 5.1. Bid Process. The Port will solicit three proposals for professional construction management services from a Construction Management subcontractor (Construction Management Contractor). The Construction Management Contractor will be selected from a pool of pre-qualified contractors based on qualifications and fee proposal.

Port staff will manage the bid process. The Port will initiate the bidding process for the Shoreline Construction subcontractor (Construction Contractor). Port staff will assemble bid documents, including construction drawings and administrative and technical specifications. The Port will advertise the bid opportunity, conduct a pre-bid site walk, and address questions from bidders.

The Port will retain the services of the design engineering firm, ESA, to provide construction support services (Construction Support) during the bid process and through completion of construction. Construction Support services will include assisting with response to questions on bid documents from bidders and requests for information from the Construction Contractor, reviewing Construction Contractor's submittals, and checking construction in progress as needed to verify conformance with project design. Construction Support is not included in the budget for this grant agreement and is not reimbursable.

At bid opening Port staff will determine the lowest bid from qualified bidders for the Construction Contractor.

Port staff will secure Port Commission and funders' approval of the recommended Construction Contractor and Construction Management Contractor. Prior to execution, the Port will obtain Contractors' insurance, bonding, licenses, and other qualifications. Contracts will be executed and a Notice to Proceed issued. The

Project Timeline will allow the Construction Management Contractor to begin work no later than June 30, 2022. The Construction Contractor will be allowed to proceed with its work no later than July 2022 to allow mobilization at the earliest permitted date of 8/1/22.

The Deliverable for this task will consist of documentation of the bid solicitation process to be submitted to CDFW upon receipt of bids by the end of May 2022; documentation of bids received and basis for determination of the lowest bid from responsive qualified bidders; and copies of the executed contracts between the Port and sub-Contractors to the grant agreement.

Task 5.2. Construction Management

The Construction Management Contractor will provide on-site inspection and contract administration services during the construction period. Construction management services will include daily site inspection to verify progress and compliance with contract specifications and permits, weekly progress meeting with the Construction Contractor, management of Contractor's submittals, requests for information, certified payroll documents, and field survey data to verify conformance with design plans.

Task 5.3 Construct Shoreline.

Before shoreline construction commences, the Construction Contractor will mobilize equipment and materials to the site and begin establishing temporary upland staging and construction access routes. The Construction Contractor will conduct pre-construction topographic surveys and obtain Port approval of the construction schedule, health and safety plan, stormwater pollution prevention plan and similar pre-construction submittals prior to commencement of construction activity.

To avoid disturbance to nesting birds during the August 1 and January 31 construction window, on September 1 the Construction Contractor may begin using construction access routes to the shoreline and deliver bulk materials (sand, gravel, cobble, rock) to the unloading area indicated in the construction plan. It is estimated that the Project will require several truck trips to deliver material to the site, including transporting donated coarse sand/gravel from a nearby sand processing facility.

The Construction Contractor will place rock groynes and drift sills, reinforced pond sills, coarse beach material, and natural wood habitat elements on the shoreline work site. Construction will be confined to the low tide period to place material in areas that are not inundated.

Shoreline habitat elements will be surveyed and inspected at specified milestones to ensure that design quantities and elevations are achieved.

Construction Contractor will remove all temporary construction materials and detail the site as specified by the constructions plans and specifications, including restoring vegetation in any impacted areas and reconstructing asphalt and decomposed granite paths.

Deliverables for this task will be documentation of construction activities in Quarterly Reports and invoices, and in the Draft Final and Final Reports.

Documentation of oyster reef installation will be provided in the context of Quarterly Reports and in the Draft Final and Final Reports.

6.03.5 Schedule of Due Dates and Deliverables:

<u>Task</u>	<u>Description</u>	<u>Deliverables</u>	<u>Estimated Completion Dates</u>
1	Project Management and Administration	Quarterly Progress Reports, including executed contracts, Contractors' invoices, photo-documentation.	Submitted within 30 days following each calendar quarter (March, June, September, December) following grant execution.
2	Stakeholder Engagement	Quarterly Progress Reports will include reporting on stakeholder engagement during the quarter.	Submitted within 30 days following each calendar quarter (March, June, September, December) following grant execution.
3	Salt Marsh Habitat Restoration	Quarterly Progress Reports will include reporting on habitat restoration during the quarter.	Submitted within 30 days following each calendar quarter (March, June, September, December) following grant execution.
4	Pre-construction Monitoring, Surveys, and Training	Only <i>Workers Environmental Awareness Training</i> will occur during the grant period.	Submitted within 30 days following each calendar quarter (March, June, September, December) following grant execution.

<u>Task</u>	<u>Description</u>	<u>Deliverables</u>	<u>Estimated Completion Dates</u>
		Quarterly Progress Reports will include reporting on training during the quarter.	
5	Shoreline Construction		August 1, 2022 through August 31, 2023
5.1	Bid Process	Quarterly Reports for the first two quarters of 2022 will document selection of Construction Management Contractor and Construction Contractor, including bid solicitation, bid summary, selected contractors, and executed contracts	Construction Management Contractor will be selected and under contract by June 30, 2022. Construction Contractor will be selected by June 30, 2022 Quarterly Reports documenting the contractor selection and bid process will be submitted in April and July 2022
5.2	Construction Management	Quarterly Progress Reports will include reporting on construction management during the quarter, including Construction Management Contractor's invoices	Construction Management will begin prior to construction (estimated start by June 30, 2022), will continue through construction (substantial completion by August 31, 2023) and construction contract close-out process: (final completion by November 30, 2023)
5.3	Construct Shoreline	Quarterly Progress Reports will document construction completed each quarter, including Construction	Construction will occur August 1, 2022 through substantial completion by August 31, 2023 and final completion by November 30, 2023.

<u>Task</u>	<u>Description</u>	<u>Deliverables</u>	<u>Estimated Completion Dates</u>
		Contractor's invoices and photo-documentation,	
		Draft Final Report	November 30, 2023
		Final Report	December 31, 2023

SECTION 7 – CONTACTS

A point of contact may be changed at any time by either party by providing a 10 day advance written notice to the other party. The Parties hereby designate the following points of contact during the Agreement Term:

CDFW Grant Manager:		Grantee Project Manager:	
Name:		Name:	Carol Bach
Title:		Title:	Environmental Affairs Manager
Address:		Address:	Port of San Francisco, Pier 1 – The Embarcadero San Francisco, CA 94111
Phone:		Phone:	(415)274-0568, (415)819-8065
Email:		Email:	carol.bach@sfport.com

Direct all administrative inquiries to:

CDFW Grant Coordinator:		Grantee Project Coordinator:	
Name:		Name:	Jinan Liu
Title:		Title:	Compliance & Project Accountant
Address:		Address:	Port of San Francisco, Pier 1 – The Embarcadero San Francisco, CA 94111
Phone:		Phone:	(415)274-0421
Email:		Email:	

SECTION 8 – REPORTS

8.01 Progress Reports: Grantee shall submit quarterly progress reports that comply

with the requirements below to the CDFW Grant Manager. The CDFW Grant Manager will provide Grantee with progress report templates.

1. Grantee name, the Project title, this Agreement number, and dates progress report covers;
2. Activities and tasks performed and/or completed, a summary of progress to date including progress since the last report, and a brief outline of upcoming work scheduled for the subsequent quarter;
3. Documentation of all subcontractor activities;
4. Updates on progress towards meeting Project objectives, output and outcome performance measures;
5. Document delivery of any intermediate work products;
6. Costs incurred during the subject period, total of costs incurred to date, and the remaining balance;
7. Any problems encountered while performing the tasks and proposed solutions, timeline for resolution, and status of previously unresolved problems; and
8. Grantee must submit Quarterly Progress Reports electronically in PDF or Microsoft Word compatible format and conform to the templates provided by the CDFW Grant Manager.

8.02 Draft and Final Reports: Grantee must submit a draft final report and final report electronically in either PDF or Microsoft Word compatible format to the CDFW Grant Manager by the dates listed in Section 6.03.6 – Schedule of Due Dates and Deliverables (Draft Final Report and Final Report). The Draft Final Report and Final Report must summarize the life of the Agreement consistent with the Watershed Restoration Grants Program goals and describe the work and results pursuant to Section 6 - Project Statement. The CDFW Grant Manager will provide Grantee a sample Final Report template. Grantee shall include a Final Invoice (as defined in Section 9.02.2 of this Agreement) with the Final Report

8.03 Document Accessibility: Grantee must submit all documentation required as part of this agreement to the CDFW Grant Manager in a format that meets web content accessibility standards (<https://www.wildlife.ca.gov/Accessibility>).

SECTION 9 – BUDGET AND PAYMENT

9.01 Budget Details and Funding Summary: Grantor will provide an amount not to exceed \$1,493,000 as detailed in the Line Item Budget Detail (Budget) below. Grantee will provide \$171,000 in funds or in-kind services as cost share to complete the tasks described in Section 6 – Project Statement. Other funders will provide up to \$1,667,000 in funds or in-kind services as cost share to complete tasks described in Section 6 - Project Statement. Grantee will provide Grantor accurate records of all cost share with the Final Invoice.

Line Item Budget Detail	
A. PERSONNEL SERVICES	
Personnel	\$0
Subtotal Personnel Services	\$0
B. OPERATING EXPENSES: GENERAL	
	\$0
Subtotal Operating Expenses: General	\$0
C. OPERATING EXPENSES: SUBCONTRACTORS	
Construction Management Contractor,	\$322,000
Construction Contractor	\$1,171,000
Subtotal Operating Expenses: Subcontractors	\$1,493,000
D. OPERATING EXPENSES: EQUIPMENT	
	\$0
Subtotal Operating Expenses: Equipment	\$0
E. INDIRECT COSTS	
Indirect Costs (0%)	\$0
F. GRAND TOTAL (A+B+C+D+E)	\$1,493,000

9.02 Payment Provisions

9.02.1 Disbursements: Grantor will disburse Grant Funds to Grantee not more frequently than quarterly, annually in arrears, upon receipt of an original itemized invoice and any required mandatory documentation as identified in Section 6.03.6 – Schedule of Due Dates and Deliverables.

Disbursements will be mailed to the following Grantee address:

Grantee Name:	Port of San Francisco
Attention:	Jinan Lui
Address:	Port of San Francisco Pier 1 – The Embarcadero San Francisco, CA 94111

9.02.2 Invoice Documentation: Each invoice for payment must be accompanied by a written description, not to exceed two pages in length, of Grantee’s performance under this Agreement since the time the previous such report was prepared. The report shall describe the types of activities and specific accomplishments during the period for which the payment is being made rather than merely listing the number of

hours worked during the reporting period. The report may be in the form of a Quarterly Progress Report. The final invoice must include a budget summary of all cost share expenditures by fund source, as applicable (Final Invoice). The CDFW Grant Manager will provide Grantee with a sample invoice template. The Final Invoice is due in accordance with Section 6.03.6 – Schedule of Due Dates and Deliverables. The invoice package must be submitted electronically to the CDFW Grant Manager.

Requirements: The invoice shall contain the following information:

1. The word “Invoice” should appear in a prominent location at the top of the page(s);
2. Printed name of Grantee on company letterhead;
3. Grantee’s business address, including P.O. Box, City, State, and Zip Code;
4. Name the CDFW Watershed Restoration Grants Branch as the entity being billed;
5. The invoice date and the time period covered; i.e., the term “from” and “to”;
6. This Agreement number and the sequential number of the invoice (i.e., Q2196007-Invoice 1);
7. The invoice must be itemized using the categories and following the format of the Budget;
8. The total amount due. This should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice. The total amount due shall include all costs incurred by Grantee under the terms of this Agreement;
9. The original signature of Grantee; and
10. Grantee must provide supporting documentation for the invoice and actual receipts.

Q219007
PORT OF SAN FRANCISCO

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of Grantor date set forth below the signature.

AUTHORIZED AGENT FOR GRANTEE

By:
Signature: _____
Printed Name: Elaine Forbes
Title: Executive Director, Port of San Francisco
Date: _____

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

By:
Signature: _____
Printed Name: Matt Wells
Title: Chief, Watershed Restoration Grants Branch
Date: _____

This Agreement is exempt from DGS-OLS approval, per SCM 4.06.

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: _____

A. Mathai-Jackson
Deputy City Attorney

Port Commission Resolution: 21-17
Board of Supervisors Resolution: 342-21