

Staff Report

for the Board of Directors Meeting of March 22, 2017

TO: Board of Directors

FROM: Gary D. King, Engineering Manager
Neysa King, Watershed Resources Planner

DATE: March 15, 2017

SUBJECT: Hemphill Diversion Facility – Proposed Studies as outlined in the attached grant (FATR# 7032)

ENGINEERING

RECOMMENDATION:

Adopt Resolution No. 2017-XX (Approving a grant agreement and associated paperwork) for studies related to the Hemphill Diversion modification or replacement as reviewed as an informational item in the Engineering Committee on January 17, 2017.

BACKGROUND:

The District is working on developing a project to either modify or replace the Hemphill Diversion facility. As part of this project, the District has requested a grant from California Department of Fish and Wildlife (CDFW) to study fish and other items within the project area. The grant agreement outlines the items to be evaluated as part of our ongoing project assessment and alternative development for the existing diversion facility.

The grant agreement and scope have been reviewed by staff and legal counsel. Both believe it will assist with a further understanding of the site and identification of a preferred alternative as we move forward. Currently, the District is under contract for further study of Options 4 and 5 from the recent Kleinschmidt report. If either Option 4 or 5 is viable, the District will finalize design; proceed with California Environmental Quality Act (CEQA) studies and possible National Environmental Policy Act (NEPA) studies, permitting, and then construction of the facility. After the new facility is placed in service, then the District will look at the abandonment of the existing diversion facility.

If we use Option 4, 5, or modify the facility, the data, and information from this grant study will be beneficial to project.

If Options 4 and 5 are not feasible, the District will pursue modifying of the existing Hemphill Facility in order to improve fish passage. If we modify the facility, then we would need to develop and select a modification and proceed with CEQA, NEPA, permitting, and then construction.

Currently, District staff issued a Request for Proposals (RFP) for fish studies and water quality studies as outlined in the grant contract Objectives 3, 4, & 5. The proposals for this RFP are due on March 31, 2017.

Staff and legal counsel have reviewed the grant agreement and it is recommended approval by the Board of Directors.

BUDGETARY IMPACT:

This is a multiyear project with total grant value is \$295,127, with \$177,042 of the grant funds from California Department of Fish and Wildlife (CDFW) Proposition 1 Grant Program and \$118,085 from the Applicant (NID). The Applicant funds can be in-kind funds such as employee labor and equipment.

Currently, there is \$100,000 budgeted in 2017 Administration Budget for work on the Hemphill facility that can be used for the first year of the grant funded studies as needed. These funds are not committed at this time.

GDK

**APPROVING A GRANT AGREEMENT FOR
THE AUBURN RAVINE – HEMPHILL DIVERSION
(PROPOSITION 1) UNDER THE WATER QUALITY, SUPPLY, AND
INFRASTRUCTURE IMPROVEMENT ACT OF 2014**

WHEREAS, the Legislature and Governor of the State of California have provided funds for The CDFW Watershed Restoration Grants Branch; and

WHEREAS, The CDFW Watershed Restoration Grants Branch has been delegated the responsibility for the administration of a portion of these funds through a local assistance grants program, establishing necessary procedures; and

WHEREAS, said procedures established by CDFW Watershed Restoration Grants Branch require a resolution certifying the approval of application(s) by the governing board of each applicant before submission of said application(s); and

WHEREAS, the Nevada Irrigation District (the “District”) has identified the Auburn Ravine – Hemphill Diversion Assessment – Phase 2 (the “Project”) as valuable toward meeting its mission and goals.

WHEREAS, the District has submitted an application to The CDFW Watershed Restoration Grants Branch for the Project; and

WHEREAS, the District, will enter into an agreement with The CDFW Watershed Restoration Grants Branch to carry out the Project; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Nevada Irrigation District that it does find as follows:

1. The above recitals are true and correct.
2. Approves the grant agreement for the Project.
3. Certifies that District understands the assurances and certification requirements in the application.

4. Certifies that District will have sufficient funds to operate and maintain the resource(s) consistent with the long-term benefits described in support of the application; or will secure the resources to do so.
5. Certifies that District will comply with all legal requirements as determined during the application process.
6. Appoints its General Manager, or designee, as an agent to conduct all negotiations, execute and submit all documents, including but not limited to: applications, agreements, payment requests, and so on, which may be necessary for the completion of the aforementioned project(s).

PASSED AND ADOPTED by the Board of Directors of the Nevada Irrigation District at a regular meeting held on the _____ day of _____, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINS:

President of the Board of Directors

Attest:

Board Secretary



State of California - Natural Resources Agency
 DEPARTMENT OF FISH AND WILDLIFE
 1416 9th Street
 Sacramento, CA 95814
 www.wildlife.ca.gov

EDMUND G. BROWN JR., Governor
CHARLTON H. BONHAM, Director



**WATERSHED RESTORATION GRANT PROGRAM
 GRANT AGREEMENT NUMBER P1696XXX**

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

GRANTEE: Nevada Irrigation District (Grantee)
 1036 W. Main Street
 Grass Valley, CA 95945

SECTION 1- LEGAL BASIS OF AWARD

The California Department of Fish and Wildlife (“CDFW”) 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 to add, among other articles, Section 79737, authorizing the Legislature to appropriate funds to the CDFW to fund multi-benefit ecosystem and watershed restoration and protection projects.

Pursuant to **CALIFORNIA WATER CODE SECTION 79737 AND FISH AND GAME CODE SECTION 1501.5 (b)**, CDFW as Grantor is authorized to enter into a Grant Agreement (“Agreement”) and to make an award to the Grantee for the purposes set forth herein. Grantor and Grantee (“the parties”) accept the grant on the terms and conditions of this Agreement. Accordingly, the parties hereby agree as follows:

SECTION 2 - GRANT AWARD

Grant. In accordance with the terms and conditions of this Agreement, Grantor shall provide Grantee with a maximum of **\$177,042** to financially support and assist Grantee’s implementation of **Auburn Ravine-Hemphill Diversion Assessment Phase 2** (Project).

Term. The term of this Agreement is **June 1, 2017**, or upon Grantor approval, whichever is later, through **June 1, 2020**.

SECTION 3 - USES OF GRANT

Eligible Uses of Grant. Grantee’s use of the Grant monies is limited to those

expenditures necessary to implement the Project and that are eligible under applicable federal and State of California law. Furthermore, Grantee's expenditure of Grant monies must be in accordance with the Project budget and narrative (the "Budget") set forth within this Agreement. Grantee may not transfer Grant monies between or among Budget line items without written approval from CDFW Grant Manager in accordance with Section 8, Budget.

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 its terms.

SECTION 5 - GRANTEE'S AGREEMENTS

- 5.01 **Purpose:** This Agreement is entered into by the parties for the purpose of providing financial support to Grantee to complete the activities identified within Section 6, Project Statement.
- 5.02 **Project Statement:** Grantee shall complete activities as set forth in Section 6, Project Statement. Changes to Section 6 shall be submitted to the CDFW Grant Manager for prior approval and may be made only as provided in Exhibit 1.a of this Agreement, which is attached hereto and made a part of this agreement.
- 5.03 **Use of Project Funds:** Grantee shall use the funds provided by this Agreement for the provision of activities described in Section 6, Project Statement, and shall expend these funds in accordance with the budget shown in Section 8, Budget. Any changes in the project's budget shall be submitted to the Grantor for approval prior to any change taking place.
- 5.04 **Payment Schedule:** Payments shall be made to Grantee according to the payment and report schedule identified in Section 8, Budget.
- 5.05 **Eligibility of Funds:** In the event that the California Budget Act does not provide sufficient appropriations to allow Grantor to fund the Project at the level initially agreed, the Grantor reserves the right to modify this agreement to reflect a reduction in available funds, as an alternative to termination. In such an event, Grantee may immediately exercise its right

of termination.

- 5.06 Submission of Reports:** Grantee shall submit progress reports in accordance with the payment and report schedule in Section 7, Reports. Reports shall be submitted in the format prescribed by the Grantor, as identified in Section 7, Reports, and shall address the activities outlined in Section 6, Project Statement: Timelines. Failure to submit timely and accurate reports shall be considered evidence of non-compliance with this Agreement and shall permit termination of the Agreement by the Grantor.
- 5.07 General Terms and Conditions:** Public Entities General Grant Provisions (Exhibit 1.a), is attached hereto and made a part of this agreement.
- 5.08 Amendments:** Any request for an amendment by the Grantee must be submitted to the CDFW Grant Manager no later than 120 days prior to the close of the grant. Request must include explanation and justification for amendment.
- 5.09 Acknowledgement of Credit:** Grantee shall include signage, to the extent practicable, informing the public that the project received funds through the CDFW from Proposition 1.
- 5.10 Competitive Bidding Requirements:** Nothing in this Agreement shall be construed or enforced to require Grantee to violate any procurement, competitive bidding, or public contract requirements under California or United State's law. Grantee will follow its currently approved procurement policy. Any such obligation or requirement of this Agreement shall be invalid and unenforceable.

SECTION 6 - PROJECT STATEMENT

- 6.01 Introduction:** To further the goals of Proposition 1, CDFW is entering into a Grant Agreement with Nevada Irrigation District ("NID") to provide funding for the project entitled Auburn Ravine-Hemphill Diversion Assessment Phase 2.

The purpose of this project is to complete the second phase of studies to evaluate existing conditions as part of the planning process to inform the possible removal of an anadromous fish passage barrier on Auburn Ravine where NID operates a diversion structure at the Hemphill site. Auburn Ravine is part of a network of smaller tributary streams to the Feather River, and subsequently the Sacramento River, in the Northern Sierra Nevada Diversity Group as established in the Central Valley Steelhead Draft Recovery Plan (National Marine Fisheries Service, 2009). In restoration plans and recovery documents, federal, State and regional agencies have identified Auburn Ravine.

This project continues a comprehensive planning effort to analyze existing watershed information about Auburn Ravine, including: sediment transport and streamflow data, water quality, fisheries data, recovery planning for Threatened and Endangered species, and consultation and coordination with federal, State and local partners in the development and selection of the preferred alternative. Planning is anticipated to be complete in 2020, at which time NID will be prepared to begin implementation to potentially remove or modify the migration barrier that will open six (6) miles of headwater habitat for these anadromous species.

6.01.1 Objectives(s): This project will collect geomorphic and fisheries data necessary to advance ongoing efforts to design an alternative that will reestablish year-round connectivity in Auburn Ravine for anadromous salmonids in the Sacramento Valley region. Specific objectives of the project include the following:

- **Objective 1:** Oversee Project and Convene Technical Advisory Group to Participate in Planning Process
- **Objective 2:** Hydraulic Analysis of Project Affected Area of Auburn Ravine
- **Objective 3:** Complete a Sediment Transport Study of Project Affected Area of Auburn Ravine
- **Objective 4:** Collect Pre-project Baseline Water Quality Data to Document Baseline Conditions in the Project Affected Area
- **Objective 5:** Conduct Two Seasons of Salmon and Steelhead Adult and Redd Surveys Above and Below Hemphill Diversion site in Auburn Ravine

6.02 Project Description:

6.02.1 Location: Hemphill Diversion Dam is approximately two miles east of the City of Lincoln in Placer County, adjacent to Turkey Creek Golf Club. Access is provided via easement on a dirt road to the site off Virginia town Road (Latitude: 38°53'48.28"N, Longitude: 121°15'6.92"W).

6.02.2 Project Set Up: Participants in the project include the Grantee (the landowner), local, State and federal agencies, and Non-Governmental Organizations, including Friends of Auburn Ravine and Auburn Ravine Preservation Committee. The Grantee, in its complete discretion, will authorize all work, select subcontractors of Grantee's choosing, establish subcontracts, provide information as needed throughout project administration, and fund its share of grant-related activities. The Grantee will administer the Agreement and provide regular progress reports,

invoices, grant reports and oversight for the successful completion of all deliverables. Specifically:

- The Grantee will complete Task 1 (Project Management and Administration), Task 2 (Technical Advisory Committee), Task 7 (Draft and Final Project Report), and Task 8 (Project Close-Out). The Grantee will negotiate subcontracts and provide ongoing involvement and oversight of all Grantee related activities and staff, including engineers and the Watershed Resources Planner. The Grantee will also supervise all subcontractors and process all invoices necessary to provide accurate reporting and records as required for the receipt and disbursement of Grant funds. Funding for these tasks is being provided by the Grantee as cost share.
- Grantee or Grantee's subcontractor or subcontractors will complete Task 3 (Hydraulic Analysis), Task 4 (Sediment Transport Study), Task 5 (Baseline Water Quality Monitoring) and Task 6 (Adult Salmonid and Redd Surveys), under the oversight of the Grantee. Funding for Grantee's subcontractor(s) expenditures on these tasks is provided through this Agreement. Funding for Grantee staff time and general operating expenses is being provided by the Grantee as cost share.

6.02.3 Materials and Equipment: The Grantee will provide funding for all materials and field supplies needed for Task 1 (Project Management and Administration), Task 2 (Technical Advisory Committee), , Task 7 (Draft and Final Project Report), and Task 8 (Project Close-Out) and will not request reimbursement for these materials under the Agreement.

Grantee or Grantee's engineering, hydraulic modeling, and/or environmental scientist subcontractor(s) will purchase field supplies needed to complete Task 3 (Hydraulic Analysis), Task 4 (Sediment Transport Study), Task 5 (Baseline Water Quality Monitoring), and Task 6 (Adult Salmonid and Redd Surveys). Funding for reimbursement of field supplies is included in the subcontractor line item of the budget shown in Section 8, Budget.

6.02.4 Project Implementation/Scope of Work: Grantee or Grantee's subcontractor(s) will complete the following tasks as outlined and as proposed during the Fiscal Year 2016-17 Proposition 1 Watershed Restoration Grant Program solicitation process. Complete proposal package is located with Grantor Watershed Restoration Grants Branch staff at: 1700 9th Street, Sacramento, CA.

Task 1 – Project Management: Grant Administration will be completed by the Grantee. The Grantee will prepare quarterly invoices and progress reports to be submitted to the Grantor, in addition to draft, final, and annual reports as described in the Scope of Work. The Grantee will secure contracts with all subcontractors and oversee completion and compliance with all agreements.

Task 2 – Technical Advisory Committee: The Grantee will convene the Technical Advisory Committee made up of an interdisciplinary team mutually agreed upon by the Grantee and Grantor and consisting of experts, local, State, and federal agencies, and other organizations to act in an advisory capacity for this planning process. At a minimum, CDFW North Central Region and NOAA Fisheries will be provided the opportunity to participate on the Technical Advisory Committee. The Technical Advisory Committee will receive regular updates as subcontracts are negotiated, work plans designed, and field work is initiated. The Technical Advisory Committee will be provided the draft study plans for Task 3 (Hydraulic Analysis and Modeling), Task 4 (Sediment Transport Study), Task 5 (Baseline Water Quality Monitoring), and Task 6 (Adult Salmonid and Redd Surveys) for review and comment. Models, reports, and data summaries will be circulated for review and feedback. The Technical Advisory Committee will meet to review options, inform plans, and to identify next steps as the project proceeds toward implementation.

Task 3 – Hydraulic Analysis and Modeling: In order to evaluate the Project affected area, instream conditions, and potential response, various alternative configurations of the dam and diversion will be modeled and evaluated. Working with the Technical Advisory Committee and the Grantee, Grantee's subcontractor(s) will develop a study plan, compile site information and hydrologic data, input flow requirements, calibrate the Hydraulic Model (HEC-RAS or other 2D model), and present a report of the results of various options based on modifications to the input variables.

Task 4 – Sediment Transport Study: The Sediment Transport Study will be developed and completed by Grantee's subcontractor(s) under the supervision of the Grantee. This component is to be further delineated as the Options Analysis and Hydraulic Model are refined. Baseline sediment samples will be taken to characterize the site and adjacent stream reaches, and then the Hydraulic Model will be coupled with a Sediment Transport Model to demonstrate how alternative options and/or diversion configurations may alter channel structure, movement of sediment, and system configuration.

The sediment analysis will include sampling the impounded area behind the dam to evaluate the extent and volume of sediment present. Physical and chemical sampling of sediment will be completed to define soil characteristics and movement if the dam is removed. Additional analyses will be conducted to determine chemical characteristics of the sediment, and to determine if it contains mercury or other constituents of concern.

Task 5 – Baseline Water Quality Monitoring: Baseline Water Quality Monitoring will be completed by Grantee's subcontractor(s) under the supervision of the Grantee. Baseline water quality monitoring will be used to document existing conditions, and to establish a pre- and post-project relationship of potential variation associated with the alternative that is selected.

Task 6 – Adult Salmonid and Redd Surveys: The Grantee will enter into subcontracts with a subcontractor(s) to conduct redd and adult salmon and steelhead surveys. Under this task, qualified and permitted aquatic/fisheries biologists will conduct adult and redd surveys to determine numbers of spawning anadromous fish upstream and downstream of the Hemphill Diversion Dam in Auburn Ravine.

Surveys and fish estimates will be completed by Grantee's subcontractor(s) and conducted in accordance with the following protocols / publications: "Protocols for Monitoring the Response of Anadromous Salmon and Steelhead to Watershed Restoration in California" and "Discrimination of Chinook Salmon, Coho Salmon, and Steelhead Redds and Evaluation of the Use of Redd Data for Estimating Escapement in Several Unregulated Streams in Northern California, North American."

The surveys will be divided into two reaches, upstream and downstream of the Hemphill Diversion, with each reach able to be covered by a two person crew in one day (total of four surveyors per day). Based on past surveys and best methods, conducting critical riffle, temperature and PhabSim surveys and modeling, it is estimated that the survey season will likely start in mid-October and continue into early February. Surveys will be conducted every other week during the survey season, with a total of ten surveys per season. Surveys will be conducted for two consecutive seasons, with the first surveys beginning in the fall of 2017 and continuing into February 2018. The second survey season will start in the fall of 2018 and continue into February 2019.

Task 7 – Draft and Final Project Report: The proposed assessment and review process (including Technical Advisory Committee review) will provide biological and environmental information needed to guide the Grantee in selecting an alternative for this site. The final project report for this grant will summarize the results of the Hydraulic and Sediment Analyses for the preferred alternative(s), fisheries surveys, and include a scope of work and schedule for future project implementation.

Task 8 – Project Close-Out: The Grantee will prepare and submit to the CDFW Grant Manager a Project Close-out Summary Report summarizing Project accomplishments, as specified in Section 7.02 – Project Close-out Summary Report, and all data and associated metadata, as specified in Section 7.03 – Data Management, prior to submitting a final invoice.

6.02.5 Timelines:

<u>Task</u>	<u>Description</u>	<u>Deliverables</u>	<u>Estimated Completion Dates</u>
1	Project Management and Administration	1.1 Quarterly Progress Reports 1.2 Quarterly Invoices 1.3 Executed Subcontracts	1.1 Due thirty (30) days after the last day of December, March, June, and September for the quarter immediately preceding following Grant execution. 1.2 Due thirty (30) days after the last day of December, March, June, and September for the quarter immediately preceding following Grant execution. 1.3 Due with Quarterly Progress Reports, beginning July 2017.

2	Technical Advisory Committee (TAC)	2.1 NID to convene the TAC committee 2.2 NID will call and facilitate meetings of the TAC on as needed basis to ensure timely review of project studies and reports, and incorporation of feedback into revision process	2.1 July 31, 2017 2.2 As needed throughout duration of project
3	Hydraulic Analysis and Modeling	3.1 Draft Report 3.2 Final Report	3.1 December 31, 2018 3.2 June 30, 2019
4	Sediment Transport Study	4.1 Draft Report 4.2 Final Report	4.1 December 31, 2018 4.2 June 30, 2019
5	Baseline Water Quality Monitoring	5.1 Draft Report 5.2 Final Report	5.1 December 2018 5.2 March 30, 2019
6	Adult Salmonid and Redd Surveys	6.1 Fall spawning surveys October-February for two (2) years 2017-18 to quantify redds and adults in Auburn Ravine	6.1 Draft report June 30, 2018 6.2 Final report September 30, 2018
7	Draft and Final Project Report	7.1 Draft Report 7.2 Final Report	7.1 December 31, 2019 7.2 February 28, 2020
8	Project Close-Out	8.1 Project Close-Out Summary Report 8.2 Data Management 8.3 Final Invoice	8.1 April 1, 2020 8.2 April 1, 2020 8.3 May 1, 2020

6.02.6 Compliance:

As applicable:

Grantee shall provide verification permit compliance to the CDFW Grant Manager before project work begins. Written permission must be obtained from landowner(s) for access to perform grant work; copies shall be provided to CDFW Grant Managers. As may be necessary, the

Grantee shall be responsible for obtaining the services of appropriately licensed professionals to comply with the applicable requirements of the Business and Professions Code including but not limited to section 6700 et seq. (Professional Engineers Act) or section 7800 et seq. (Geologists and Geophysicists Act). Such liabilities and assurances of performance are the responsibility of the applicant or their engineering contractor. If the Grantee fails to perform in accordance with the compliance provisions of this Agreement, the Grantor retains the right, at its sole discretion, to delay, interrupt, or suspend the work for which the grant monies are supplied.

6.03 Contacts:

The Project Officials during the term of this Agreement are:

<u>CDFW Grant Manager:</u>	<u>Nevada Irrigation District:</u>
Name: John Downs, Grant Manager Address: 1416 9 th Street, Rm. 1266 Sacramento, CA 95814 Phone: (916) 445-5017 Email: John.Downs@wildlife.ca.gov	Name: Gary King, P.E., Project Manager Address: 1036 W. Main Street Grass Valley, CA 95945 Phone: (530) 273-6185 Email: king@nidwater.com

Direct all administrative inquiries to:

<u>CDFW Grant Coordinator:</u>	<u>Nevada Irrigation District:</u>
Name: Maria De La Torre, Grant Coordinator Address: 1700 9 th Street Sacramento, CA 95811 Phone: (916) 445-4242 Email: Maria.DeLaTorre@wildlife.ca.gov	Name: Gary King, PE, Project Manager Address: 1036 W. Main Street Grass Valley, CA 95945 Phone: (530) 273-6185 Email: king@nidwater.com

The point of contact may be changed at any time by either party by providing a ten (10) day advance written notice to the other party.

SECTION 7 - REPORTS

7.01 Progress Reports:

The Grantor must receive quarterly progress reports. A sample Quarterly Progress Report will be provided by the CDFW Grant Manager. These reports should be delivered to the CDFW Grant Manager identified in Section 6.03 – Contacts, and will include:

- 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;

- Documentation of all subcontractor activities;
- Document delivery of any intermediate work products;
- Costs incurred during the subject period;
- Any problems encountered while performing the Tasks and proposed solutions, timeline for resolution, and status of previously unresolved problems; and
- Quarterly progress reports will be submitted electronically in PDF or Microsoft Word compatible format.

7.02 Project Close-Out Summary Report:

A sample Project Close-out Summary Report template will be provided by the CDFW Grant Manager. A draft Project Close-out Summary Report which summarizes the life of the grant and describes the work and results pursuant to Section 6 – Project Statement, including an evaluation of whether or not project objectives were achieved will be submitted to the CDFW Grant Manager no later than December 31, 2019. A Project Close-out Summary Report will be submitted to the CDFW Grant Manager no later than February 28, 2020. The Project Close-out Summary Report will consist of one (1) hardcopy and one (1) electronic copy in PDF or Microsoft Word compatible format.

7.03 Data Management:

Data management activities will be coordinated by the Grantee Project Manager. Grantee shall be responsible for verifying the quality of the data in accordance with applicable Quality Assurance/Quality Control guidelines. Grantee shall prepare and submit to the CDFW Grant Manager all data generated by the project. Geospatial data will be delivered in an industry-standard spatial data format (ESRI-readable) where applicable and documented with metadata in accordance with the CDFW Minimum Data Standards (<http://www.dfg.ca.gov/biogeodata/bios/metadata.asp>).

Water quality data generated by the project will be collected in a manner that is compatible and consistent with the California Environmental Data Exchange Network (CEDEN, <http://www.ceden.org/>). The Grantee shall upload relevant data to CEDEN and provide a receipt of successful data submission, generated by CEDEN, to the CDFW Grant Manager prior to submitting a final invoice.

SECTION 8 - BUDGET

8.01. Expenditure Summary

Line Item Budget Detail

Auburn Ravine-Hemphill Diversion Assessment Phase 2			
A. PERSONNEL SERVICES			
<u>Level of Staff</u>	<u>Hours</u>	<u>Rate</u>	<u>Total Project Cost</u>
<i>None</i>	0	\$0	\$0
Subtotal Personnel Services			\$0
Staff Benefits		0%	\$0
TOTAL PERSONNEL SERVICES			\$0
B. OPERATING EXPENSES: GENERAL			
<i>None</i>			\$0
Subtotal Operating Expenses: General			\$0
C. OPERATING EXPENSES: SUBCONTRACTORS			
Subcontractors (Tasks 3, 4, 5, and 6): Engineering, hydraulic modeling, and/or environmental scientists			\$177,042
Subtotal Operating Expenses: Subcontractors			\$0
D. OPERATING EXPENSES: EQUIPMENT			
<i>None</i>			\$0
Subtotal Operating Expenses: Equipment			\$0
TOTAL OPERATING EXPENSES			\$177,042
E. SUBTOTALS & INDIRECT CHARGES			
SUBTOTAL A + B (Personnel Services + Operating Expenses: General)			\$0
SUBTOTAL C (Operating Expenses: Subcontractors)			\$177,042
SUBTOTAL D (Operating Expenses: Equipment)			\$0
INDIRECT CHARGES		@0%	\$0
TOTAL INDIRECT CHARGES			\$0
GRAND TOTAL			\$177,042

Table of Funding Sources and Cost Share

SOURCE OF FUNDS	CASH	IN-KIND	TOTAL
CDFW Prop. 1 Grant Program	\$177,042		\$177,042
Other State Agencies	\$0		\$0
Federal	\$0		\$0
Applicant	\$118,085		\$118,085
Other	\$0		\$0
Total Project Cost	\$295,127		\$295,127

8.02 Budget Modifications

Budget revisions between identified budget categories in cost reimbursement agreements that are within the total agreement amount, comply with the Prior Approval Requirements above and do not change the Scope of Work or substitute Key Personnel, as defined in this Agreement, are allowed as described below:

- 1) Up to 10% of the total budget amount or \$10,000, whichever is less, is allowed with approval of the CDFW Grant Manager.
- 2) Exceeding 10% or \$10,000, whichever is less, of the last approved budget require the CDFW Grant Manager's prior approval and may require a formal amendment to this Agreement. The Grantee will submit a revised budget to the Grantor for approval.

8.03 Payment Provisions

8.02.1 Disbursements: Grant disbursements will be made to the Grantee not more frequently than quarterly in arrears, upon receipt of an original itemized invoice and any required progress report or other mandatory documentation as identified within this Agreement. The invoice package must be sent to the CDFW Grant Manager at:

California Department of Fish and Wildlife,
Watershed Restoration Grants Branch
Attention: John Downs
1416 9th Street, Room 1266
Sacramento CA 95814

The invoice shall contain the following information:

- The word "Invoice" should appear in a prominent location at the top of the page(s);
- Printed name of the Grantee;
- Business address of the Grantee including P.O. Box, City, State, and Zip Code;
- Name of the Region/Division of the Department of Fish and Wildlife being billed;
- The date of the invoice and the time period covered; i.e., the term "from" and "to";
- The number of the Grant upon which the claim is based;
- The invoice must be itemized using the categories and following the format of the budget;
- 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 the Grantee under the terms of this grant;

- The original signature of the Grantee (not required of established firms or entities using preprinted letterhead invoices); and
- The Grantee must provide supporting documentation for the invoice and actual receipts upon request of the CDFW Grant Manager.

8.02.2 Invoice Documentation: Each invoice for payment must be accompanied by a written description, not to exceed two pages in length, of the Grantee’s performance under this grant 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. If there are cost shares involved with the project, the final invoice must include a budget summary of cost share expenditures by fund source. A sample invoice template will be provided by the CDFW Grant Manager.

WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below their respective signatures.

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

By:

Signature: _____

Printed Name: Karen Edgren

Title: Chief, Business Management Branch

Date: _____

AUTHORIZED AGENT FOR GRANTEE

By:

Signature: _____

Printed Name: Remleh Scherzinger, MBA, PE

Title: General Manager

Date: _____

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