

Staff Report

for the Board of Directors Meeting of April 25, 2018

TO: Members of the Board of Directors

FROM: Greg Jones, Assistant General Manager

GJ

DATE: April 17, 2018

SUBJECT: **DWR (Department of Water Resources) Funding Agreement Authorization for the Combie Sediment and Mercury Removal Project (FATR #2135)**

ADMINISTRATION

RECOMMENDED ACTION:

Adopt Resolution 2018-08 authorizing the General Manager to execute the Funding Agreement and any Amendments thereto, in the amount of \$5,500,000 with the Department of Water Resources for the Combie Sediment and Mercury Removal Project.

BACKGROUND:

In partnership with the Department of Water Resources' Riverine Stewardship Program and the State of California, NID's Combie Reservoir Sediment and Mercury Removal Project (Project) has been appropriated \$5,500,000 from the Proposition 13 Bay-Delta Multipurpose Water Management Program.

The Combie Reservoir Sediment and Mercury Removal Project is a pilot water supply maintenance project that removes sediment from Combie Reservoir while introducing an innovative recovery process to reduce elemental mercury concentrations in the Bear River watershed. The Project will utilize a series of design, construction, and operation processes to remove sediment and extract mercury from the aquatic environment. This project will utilize a patented centrifuge technology to remove elemental mercury from removed sediments. The project will also conduct scientific research and analysis in order to quantify the effects of the operation on water quality and biota. This pilot project is estimated to take three to four years to complete.

Project benefits include; water supply reliability, recovery of storage capacity, water quality improvement, ecosystem restoration, and enhanced recreational opportunities. If this project demonstrates that mercury can be effectively removed from river sediments, the process can be applied at other reservoirs throughout the Sierra Nevada. In time, there could be a beneficial effect toward remediation and

reduction of mercury contamination in other impaired reservoirs. Such remediation efforts would also be beneficial to the California's Bay- Delta ecosystems.

Upon full execution of the Funding Agreement, staff will return to the Board for authorization of contracts as it relates to Tasks 2 – 7 indicated below.

Project Budget		DWR	NID Funds	Totals	Contractor
Task	Description	Amount	Amount	Amount	
1	Project Administration	\$ -	\$ 247,663	\$ 247,663	NID In-Kind
2	Project Management	\$ -	\$ 400,000	\$ 400,000	H&K/NV5
3	Regulatory Compliance & Permit Activities	\$ -	\$ 200,000	\$ 200,000	H&K/NV5
4	Site Construction, Mobilization & Demobilization	\$ 500,000	\$ -	\$ 500,000	GLEI/Teichert
5	Sediment Removal & Mercury Recovery Operations	\$ 4,600,000	\$ 350,000	\$ 5,250,000	GLEI/Teichert
6	Biological Research Activities & Reporting	\$ 400,000	\$ 600,000	\$ 1,000,000	USGS
7	Community Engagement & Outreach	\$ -	\$ 100,000	\$ 100,000	TSF
Project Total		\$ 5,500,000	\$ 2,197,663	\$ 7,697,663	

It is the recommendation of staff to authorize the General Manager to execute the Funding Agreement with the Department of Water Resources and any Amendments thereto, in the amount of \$5,500,000 in support of the Sediment and Mercury Removal Project at Combie Reservoir.

BUDGETARY IMPACT:

\$5,500,000 of project cost is reimbursable to NID back-dated to July 1, 2017. Staff estimates an additional approximately \$2.2 million will be necessary to complete the project goals over the life of the project, including post-project monitoring, estimated to last thru 2021. The project is budgeted under Non-Programmatic Expenses (10115-52915) in the amount of \$2,000,000 for FY 2018. Staff continues to seek state and federal grant funding opportunities to off-set costs which are currently not yet secured.

ATTACHMENTS:

- Resolution #2018-08
- DWR Funding Agreement #4600012439

DWR and Project Contract Budgets

Estimated Project Timeline / Schedule

Q3-17	Q4-17	Q1-18	Q2-18	Q3-18	Q4-18	Q1-19	Q2-19	Q3-19	Q4-19	Q1-20	Q2-20	Q3-20	Q4-20
T1													
T2													
T3													
T4													
T5													
T6													
T7													

**STATE OF CALIFORNIA
CALIFORNIA NATURAL RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES**

Agreement Number: 4600012439

**FUNDING AGREEMENT BETWEEN THE STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES
AND
NEVADA IRRIGATION DISTRICT**

FOR THE MINE DRAINAGE ABATEMENT FOR THE COMBIE RESERVOIR PROJECT

**A PART OF THE BAY-DELTA MULTIPURPOSE WATER MANAGEMENT PROGRAM
UNDER**

Costa-Machado Water Act of 2000 (Proposition 13)

Water Code, Section 79000, ET SEQ.

**FUNDING AGREEMENT BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER
RESOURCES) AND**

Nevada Irrigation District

4600012439

Costa-Machado Water Act of 2000 (Proposition 13)

Water Code Section 79190 et seq.

THIS FUNDING AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" and Nevada Irrigation District, a public agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Funding Recipient," which parties do hereby agree as follows:

1. **PURPOSE.** State shall provide funding from the Costa-Machado Water Act of 2000 (Proposition 13) to Funding Recipient to assist in financing the Combie Reservoir Delta Mine Drainage Impacts Abatement Project pursuant to Water Code Section 79190 et seq.
2. **TERM OF FUNDING AGREEMENT.** The term of this Funding Agreement begins on the date this Funding Agreement is executed by State, through final payment plus three (3) years unless otherwise terminated or amended as provided in this Agreement. However, all work shall be completed by March 30, 2020, and no funds may be requested after June 30, 2020. Execution date is the date the State signs this Funding Agreement indicated on page 10.
3. **PROJECT COST.** The reasonable cost of the Project is estimated to be \$7,697,663.00.
4. **FUNDING AMOUNT.** The maximum amount payable by the State under this Agreement shall not exceed \$5,500,000.
5. **FUNDING RECIPIENT COST SHARE.** Funding Recipient agrees to fund the difference between the actual Total Project Cost, and the amount specified in Paragraph 4, if any.
6. **BASIC CONDITIONS.** State shall have no obligation to disburse money for a Project under this Funding Agreement until Funding Recipient has satisfied the following conditions:
 - A. Funding Recipient demonstrates the availability of sufficient funds to complete each Project, as stated in the Project Management Plan (see Exhibit A, Work Plan).
 - B. Funding Recipient must demonstrate compliance, if applicable, with the groundwater compliance options set forth in the Nevada Irrigation District 2015 Agricultural Water Management Plan.
 - C. For the term of this Funding Agreement, Funding Recipient submits timely Quarterly Progress Reports as required by Paragraph 13, "Submission of Reports."
 - D. Funding Recipient submits all deliverables as specified in Paragraph 13 of this Funding Agreement and in Exhibit A.
 - E. Prior to the commencement of construction or implementation activities, Funding Recipient shall submit the following to the State:
 - i. Work that is subject to the California Environmental Quality Act (CEQA) and or environmental permitting shall not proceed under this Funding Agreement until the following actions are performed:
 - a. Funding Recipient submits to the State all applicable environmental permits as indicated on the Environmental Information Form to the State, Exhibit K.
 - b. Documents that satisfy the CEQA process are received by the State,
 - c. State has completed its CEQA compliance review as a Responsible Agency, and

- d. Funding Recipient receives written concurrence from the State of Lead Agency's CEQA document(s) and State notice of verification of environmental permit submittal.

State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, State will consider the environmental documents and decide whether to continue to fund the Project or to require changes, alterations or other mitigation. Funding Recipient must also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including environmental impact statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/implementation.

ii. A monitoring plan as required by Paragraph 15, "Project Monitoring Plan Requirements."

7. DISBURSEMENT OF FUNDS. State will disburse to Funding Recipient the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Funding Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to Funding Recipient under this Funding Agreement shall be deposited in a non-interest-bearing account and shall be used solely to pay Eligible Project Costs.
8. ELIGIBLE PROJECT COST. Funding Recipient shall apply State funds received only to eligible Project Costs in accordance with applicable provisions of the law and Exhibit B. Eligible Project Costs include the reasonable costs of studies, engineering, design, legal fees, preparation of environmental documentation, environmental enhancement, habitat improvements, environmental mitigations, monitoring, and Project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Work performed on the Project after July 1, 2017, shall be eligible for reimbursement.

Costs that are not eligible for reimbursement include but are not limited to the following items:

- A. Costs, other than those noted above, incurred prior to the award date of this Grant
- B. Operation and maintenance costs
- C. Purchase of equipment not an integral part of a Project
- D. Establishing a reserve fund
- E. Purchase of water supply
- F. Replacement of existing funding sources for ongoing programs
- G. Support of existing agency requirements and mandates (e.g., punitive regulatory agency requirement)
- H. Payment of principal or interest of existing indebtedness or any interest payments unless the debt is incurred after execution of this Funding Agreement, the State agrees in writing to the eligibility of the costs for reimbursement before the debt is incurred, and the purposes for which the debt is incurred are otherwise eligible costs
- I. Overhead and indirect costs. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded Project (i.e., costs that are not directly related to the funded Project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Funding Recipient; non-Project-specific accounting and personnel services performed within the Funding Recipient's organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-Project-specific facilities; tuition and conference fees; and, generic overhead or markup. This prohibition applies to the Funding Recipient and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.

9. METHOD OF PAYMENT. After the disbursement requirements in Paragraph 6 "Basic Conditions" are met, State will disburse the whole or portions of State funding to Funding Recipient, following receipt from Funding Recipient via US mail or Express mail delivery of a "wet signature" invoice for costs incurred, including Cost Share, and timely Quarterly Progress Reports as required by Paragraph 13, "Submission of Reports." Payment will be made no more frequently than quarterly, in arrears, upon receipt of an invoice bearing the Funding Agreement number. State will notify Funding Recipient, in a timely manner, whenever, upon review of an Invoice, State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to State. Funding Recipient may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to State to cure such deficiency(ies). If Funding Recipient fails to submit adequate documentation curing the deficiency(ies), State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by Funding Recipient shall include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.
- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a Project during the period identified in the particular invoice for the implementation of a Project.
- C. Invoices shall be submitted on forms provided by State and shall meet the following format requirements:
 - i. Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - ii. Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - iii. One set of sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
 - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 4, "Funding Amount" and those costs that represent Funding Recipient's costs, as applicable, in Paragraph 5, "Funding Recipient Cost Share."
 - v. Original signature and date (in ink) of Funding Recipient's Project Representative. Submit the original "wet signature" copy of the invoice form to the following address:

Riverine Stewardship Program
Department of Water Resources
P.O. Box, 942836
Sacramento, CA 94236-0001

Street Address:
Riverine Stewardship Program
Department of Water Resources
901 P Street, Room 411A
Sacramento, CA 95814

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Funding Recipient shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs). Any eligible costs for which the Funding Recipient is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment

of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Standard Condition D.5 "Audits" and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 489-490.)

10. WITHHOLDING OF DISBURSEMENTS BY STATE. If State determines that a Project is not being implemented in accordance with the provisions of this Funding Agreement, or that Funding Recipient has failed in any other respect to comply with the provisions of this Funding Agreement, and if Funding Recipient does not remedy any such failure to State's satisfaction, State may withhold from Funding Recipient all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Funding Recipient and State notifies Funding Recipient of its decision not to release funds that have been withheld pursuant to Paragraph 11, the portion that has been disbursed shall thereafter be repaid immediately with interest at the California general obligation bond interest rate at the time the State notifies the Funding Recipient, as directed by State. State may consider Funding Recipient's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 11, "Default Provisions." If State notifies Funding Recipient of its decision to withhold the entire funding amount from Funding Recipient pursuant to this paragraph, this Funding Agreement shall terminate upon receipt of such notice by Funding Recipient and the State shall no longer be required to provide funds under this Funding Agreement and the Funding Agreement shall no longer be binding on either party.

11. DEFAULT PROVISIONS. Funding Recipient will be in default under this Funding Agreement if any of the following occur:

- A. Substantial breaches of this Funding Agreement, or any supplement or amendment to it, or any other agreement between Funding Recipient and State evidencing or securing Funding Recipient's obligations;
- B. Making any false warranty, representation, or statement with respect to this Funding Agreement or the application filed to obtain this Funding Agreement;
- C. Failure to operate or maintain the Project in accordance with this Funding Agreement.
- D. Failure to make any remittance required by this Funding Agreement.
- E. Failure to submit timely progress reports.
- F. Failure to routinely invoice State.
- G. Failure to meet any of the requirements set forth in Paragraph 12, "Continuing Eligibility."

Should an event of default occur, State shall provide a notice of default to the Funding Recipient and shall give Funding Recipient at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Funding Recipient. If the Funding Recipient fails to cure the default within the time prescribed by the State, State may do any of the following:

- A. Declare the funding be immediately repaid, with interest, which shall be equal to State of California general obligation bond interest rate in effect at the time of the default.
- B. Terminate any obligation to make future payments to Funding Recipient.
- C. Terminate the Funding Agreement.
- D. Take any other action that it deems necessary to protect its interests.

In the event State finds it necessary to enforce this provision of this Funding Agreement in the manner provided by law, Funding Recipient agrees to pay all costs incurred by State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

12. CONTINUING ELIGIBILITY. Funding Recipient must meet the following ongoing requirement(s) to remain eligible to receive State funds:

- A. Nevada Irrigation District must implement the Project in accordance with any and all conditions in its environmental document adopted pursuant to CEQA.
13. **SUBMISSION OF REPORTS.** The submittal and approval of all reports is a requirement for the successful completion of this Funding Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to State. All reports shall be submitted to the State's Project Manager, and shall be submitted via DWR's "Grant Review and Tracking System" (GRanTS). If requested, Funding Recipient shall promptly provide any additional information deemed necessary by State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F. The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State, of a Project Completion Report is a requirement for the release of any funds retained for said Project.
- A. Quarterly Progress Reports: Funding Recipient shall submit Quarterly Progress Reports to meet the State's requirement for disbursement of funds. Quarterly Progress Reports shall be uploaded via GRanTS, and the State's Project Manager notified of upload. Quarterly Progress Reports shall, in part, provide a brief description of the work performed, Funding Recipients activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Funding Agreement during the reporting period. The first Quarterly Progress Report should be submitted to the State no later than May 1, 2018, with future reports then due on successive three-month increments based on the invoicing schedule and this date.
- B. Project Completion Reports: Funding Recipient shall prepare and submit to State a separate Project Completion Report for each Project included in described in the Project Management Plan. Funding Recipient shall submit a Project Completion Report within ninety (90) calendar days of Project completion. Each Project Completion Report shall include, in part, a description of actual work done, any changes or amendments to each Project, and a final schedule showing actual progress versus planned progress, and copies of any final documents or reports generated or utilized during a Project. The Project Completion Report shall also include, if applicable, certification of final Project by a registered civil engineer, consistent with Standard Condition D.18, "Final Inspections and Certification of Registered Civil Engineer". A DWR "Certification of Project Completion" form will be provided by the State.
- C. Post-Performance Reports: Funding Recipient shall submit Post-Performance Reports. Post-Performance Reports shall be submitted to State within ninety (90) calendar days after the first operational year of the Project has elapsed and subsequently at 3 year intervals through year 10 after the completed Project begins operation.
14. **OPERATION AND MAINTENANCE OF PROJECT.** For the useful life of the construction and implementation Project and in consideration of the funding made by State, Funding Recipient agrees to ensure or cause to be performed the commencement and continued operation of the Project, and shall ensure or cause the Project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided recognizing that restoration work is intended to exhibit changes consistent with the natural trajectory of plant community evolution and is not intended to be a static condition in place at the completion of construction/implementation; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation or catastrophic disturbance excepted. The State shall not be liable for any cost of such maintenance, management, or operation. Funding Recipient or their successors may, with the written approval of State (only withheld for reason), transfer this responsibility to use, manage, and maintain the property. For purposes of this Funding Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs, replacements and service of a recurring nature needed for the asset to perform as intended (as described in the Project Management Plan required in Exhibit A) and the expenditure of funds necessary to replace or reconstruct capital assets, basic structures, or to ensure the

persistence of the desired vegetative community and geomorphic character of any channel, floodplain, or riparian area. Refusal of Funding Recipient to ensure operation and maintenance of the Project in accordance with this provision may, at the option of State, be considered a breach of this Funding Agreement and may be treated as default under Paragraph 11, "Default Provisions."

15. PROJECT MONITORING PLAN REQUIREMENTS. Exhibit A of this Funding Agreement contains activities to develop and submit to State a Project Monitoring Plan. The Project Monitoring Plan should include, at a minimum:

- A. Baseline conditions.
- B. Brief discussion of monitoring systems to be used.
- C. Methodology of monitoring.
- D. Frequency of monitoring.
- E. Location of monitoring points.

A Project Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. See Exhibit G, "Requirements for Data Submittal", for web links and information regarding other State monitoring and data reporting requirements.

16. STATEWIDE MONITORING REQUIREMENTS. Funding Recipient shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Wat. Code, § 10780 et seq.) and, where applicable, that projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board.

17. NOTIFICATION OF STATE. Funding Recipient shall promptly notify State, in writing, of the following items:

- A. Events or proposed changes that could affect the scope, budget, or work performed under this Funding Agreement. Funding Recipient agrees that no substantial change in the scope of a Project will be undertaken until written notice of the proposed change has been provided to State and State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
- B. Any public or media event publicizing the accomplishments and/or results of this Funding Agreement and provide the opportunity for attendance and participation by State's representatives. Funding Recipient shall make such notification at least 14 calendar days prior to the event.
- C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Funding Recipient agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Funding Recipient agrees to implement appropriate actions as directed by the State.
- D. The initiation of any litigation or the threat of litigation against the Funding Recipient regarding the Project or that may affect the Project in any way.
- E. Final inspection of any completed work by an appropriate professional, including where appropriate by a Registered Civil Engineer, in accordance with Standard Condition D.18, "Final Inspections and Certification of Registered Civil Engineer." Funding Recipient shall notify the State's Project Manager of the inspection date at least 14 calendar days prior to the inspection in order to provide State the opportunity to participate in the inspection.

18. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Funding Agreement shall be in writing. Notices may be transmitted by any of the following means:

- A. By delivery in person.

- B. By certified U.S. mail, return receipt requested, postage prepaid.
- C. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
- D. By electronic means.
- E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the below addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

19. PERFORMANCE EVALUATION. Upon completion of this Funding Agreement, Funding Recipient's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Funding Recipient.

20. PROJECT REPRESENTATIVES. The Project Representatives during the term of this Funding Agreement are as follows:

Department of Water Resources
 Amanda Ott, Contract Manager
 901 P Street, Room 411a
 Sacramento, CA 95814
 (916) 651-9638
 Mailing Address:
 P.O. Box 842836
 Sacramento, CA 94236-0001

Nevada Irrigation District
 Remleh Scherzinger, General Manager
 1036 West Main Street
 Grass Valley, CA 95945
 (530) 273-6185 x 224

Direct all inquiries to the Project Manager:

Department of Water Resources
 Ted Frink, Chief of the Environmental Restoration
 and Enhancement Section
 901 P Street, Room 411a
 Sacramento, CA 95814
 (916) 651-9618

Nevada Irrigation District
 Greg Jones, Assistant General Manager
 1036 West Main Street
 Grass Valley, CA 95945
 (530) 273-6185 x 226

Mailing Address:
 P.O. Box 842836
 Sacramento, CA 94236-0001

Either party may change its Project Representative or Project Manager upon written notice to the other party.

21. STANDARD PROVISIONS AND INTEGRATION. This Funding Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Funding Agreement by this reference:

- Exhibit A – Work Plan
- Exhibit B – Budget
- Exhibit C – Schedule
- Exhibit D – Standard Conditions
- Exhibit E – Funding Recipient Resolution
- Exhibit F – Report Formats and Requirements
- Exhibit G – Requirements for Data Submittal

Exhibit H – State Audit Document Requirements

Exhibit I – Monitoring and Maintenance Plan Components

Exhibit J – Project Location

Exhibit K – Environmental Information Form

IN WITNESS WHEREOF, the parties hereto have executed this Funding Agreement.

STATE OF CALIFORNIA

DEPARTMENT OF WATER RESOURCES

Nevada Irrigation District

Arthur Hinojosa,
Chief of the Division of Integrated Regional Water
Management

Date _____

Remleh Scherzinger
General Manager

Date _____

Approved as to Legal Form and Sufficiency

Robin Brewer, Assistant Chief Counsel
Office of Chief Counsel

Date _____

Exhibit A WORK PLAN

The Project evaluates the removal of mercury from sediment taken from Combie Reservoir. The sediment is being removed to maintain reservoir capacity and reduce potential human exposure to methylmercury. The sediment will be treated to remove mercury. The process of recovering mercury will be monitored and evaluated per the ensuing Monitoring Plan in order to better understand mercury transport, methylation, and bioaccumulation in the Bear River system. Potential releases of mercury into the reservoir and downstream of Combie Dam will be monitored to document potential increases in mercury water concentrations. Mercury removed from Combie reservoir is anticipated to reduce the overall exposure of the Sacramento/San Joaquin Delta (Delta) to mercury.

Task 1. Project Administration

The Funding Recipient shall implement the Project and serve as the overall project administrator. The Funding Recipient shall be responsible for all project administrative actions. The Funding Recipient shall be responsible to update the DWR project manager on progress and shall coordinate with DWR on all activities related to monitoring, assessing, recording, and reporting on the Project. The Funding Recipient shall ensure the development of a project Implementation Work Plan (IMP), a Quality Assurance Plan (QAP), and a Health and Safety Plan (HSP). The plans shall be submitted to DWR at least one week prior to the start of implementation. The Funding Recipient shall ensure that the Project is implemented consistent with the plans.

The IMP will document implementation objectives, procedures, goals, and measurable success criteria. The IMP will serve to document the Project understanding between project partners and will serve as a reference against which project performance will be judged. The QAP will include both a Compliance Monitoring Plan and an Effectiveness Monitoring Plan. The Compliance Plan specifies the monitoring required for permit compliance, and the Effectiveness Plan specifies the monitoring required for system evaluation related to sediment and mercury removal. The QAP will be consistent with Exhibit I, Monitoring and Maintenance Plan Components.

The HSP sets forth procedures for health and safety and emergency response for project management personnel and other minimum standards for all personnel working on the project site.

Annual and final reporting will evaluate overall project performance and be consistent with the provision of Exhibit F, Report Formats and Requirements. Report evaluations will be based on the results of process and water quality monitoring, sediment removal and throughput, mercury recovery, heavy metal recovery, financial performance and overall system effectiveness.

The Funding Recipient shall establish a Technical Advisory Committee (TAC) with knowledge and expertise relevant to the Project. The TAC shall include members employed by the Funding Recipient and under contract with the Funding Recipient. TAC recommendations shall be requested by the Funding Recipient for major project features and may be sought for any aspect of the Project.

Deliverables include:

- Implementation Work Plan (IMP)
- Quality Assurance Plan (QAP)
- Health and Safety Plan (HSP)
- Quarterly Reporting and Project Updates
- Annual Summary Reports
- Final Summary / Project Completion Report

Task 2. Project Management

The Funding Recipient's Project Manager will serve as the Funding Recipient's on-site representative and will be responsible for Construction Management (CM) and Quality Assurance (QA) activities. The role of the Project Manager is to provide overall on-site, day-to-day direction, subcontractor coordination, project effectiveness monitoring, budgetary control, and project tracking of the Project on the Funding Recipient's behalf, while ensuring consistency with the executed Funding Agreement, satisfaction of all permit requirements, and implementation of the overall Funding Recipient mission and program strategy.

Monitoring information shall be collected, reported in quarterly and annual reports and archived in electronic format. Monitoring information includes data collected from various measurement techniques, sampling designs, identification of measurement equipment and protocols, and record-keeping protocols. A chain of custody or similar documentation shall be used to record transport and handling of any sample materials measured off site. Electronic copies of all final data shall be provided to DWR. Preliminary data shall be provided to DWR upon DWR's request. The Funding Recipient shall maintain results of monitoring and analyses in a searchable electronic format.

The Funding Recipient shall develop a monitoring plan consistent with Exhibit I, Monitoring and Maintenance Plan Components. A copy of the monitoring plan shall be provided to DWR upon its completion. Monitoring activities shall be undertaken consistent with the monitoring plan. The monitoring plan may address a broader monitoring objective than appropriate for the scope of this Agreement. In the event that a broader scoped monitoring plan is established, the Funding Recipient shall identify those actions relevant to the scope of this Agreement, with DWR concurrence, and need only provide DWR with monitoring information relevant to the scope of this Agreement.

Deliverables include:

- Quarterly and Annual Monitoring Reports
- Monitoring and Maintenance Plan

Task 3. Regulatory Compliance and Permit Activities

The Project Manager will perform regulatory compliance activities necessary to ensure the Project is compliant with all permitting and regulatory requirements. The Funding Recipient will comply with environmental requirements, including CEQA, and obtain all necessary permits, including but not limited to:

- Permits in compliance with the CA Water Quality Control Board
- Streambed alteration permits
- Dredge and fill permits for hazardous materials
- Air quality permits for portable equipment

Deliverables include:

- Copies of all permits obtained
- Copies of Environmental Documents

Task 4. Site Construction, Mobilization and Demobilization

The Funding Recipient shall select the equipment and methods to be used in this Project, subject to advice from the TAC. The Funding Recipient shall secure the requisite equipment, supplies, and assistance needed to carry out the Project.

The Funding Recipient will prepare the site for sediment and mercury extraction. Site preparation also includes the acquisition and preparation of required equipment.

An Implementation Work Plan shall be developed and submitted to DWR prior to implementation. All tasks shall proceed in accordance with the Implementation Work Plan. Any changes to the Implementation Work

Plan shall be documented as an amendment. Amendments to the Implementation Work Plan shall be provided to and approved by DWR prior to the work being undertaken.

The Funding Recipient will provide DWR with a copy of all construction drawings and any amendments to the drawings.

Site mobilization also requires the initiation of a QAP for quality assurance and quality control monitoring. Once the equipment is assembled, it shall be tested to ensure proper operation and performance. After initial testing and calibration, refinement of systems will be ongoing as needed to ensure efficient extraction of mercury from sediment materials.

Prior to Project completion, the Project may be suspended without demobilizing. Should the Project be suspended, all equipment and facilities shall be placed in a safe and secure location onsite and will be periodically inspected to ensure security and that the equipment and facilities can readily be put back into operation. Additionally, the site shall be maintained in such a manner to prohibit any discharges of sediment, trash, or other constituents into the surface water, in compliance with any applicable State or Central Valley Water Quality Control Board permit(s). Upon completion of the Project, activity will cease and the Project site will be demobilized by disassembling and removing equipment and following necessary site closure protocols.

Deliverables include:

- Construction Drawings

Task 5. Sediment Removal and Mercury Recovery Operations

Sediment and mercury removal shall be conducted consistent with the IMP. All removed sediment material shall be processed for mercury removal. Mercury removed from the sediment material shall be disposed of in a safe manner according to the Health and Safety Plan, which will eliminate potential environmental exposure. Treatment for mercury removal will continue until discharges satisfy water quality permit conditions.

The Project will proceed in a fashion that allows for adaptive management and seasonal operational adjustments, if needed. The goals of the operations are to operate in a safe and efficient manner while producing accurate data with the ability to reproduce the operational results at mercury impaired reservoirs throughout California. The Funding Recipient shall ensure that mercury removed is measured and electronically recorded.

Task 6. Biological Assessment Activities and Reporting

The United States Geological Survey (USGS) California Water Science Center in Sacramento will design and conduct biological sampling and will analyze the results. The USGS Study Sampling Plan will include sampling of water, sediment, biota (fish and invertebrates) and reservoir inflows and outflows in Combie Reservoir before, during, and after Project operations to determine whether concentrations of mercury and methylmercury in Combie Reservoir are reduced as a result of removing sediment and mercury. The goal of the biological sampling is to determine the effectiveness of removing elemental mercury as a strategy to reduce methylmercury in the aquatic food chain and to characterize the form of mercury that is transported both into and out of Combie Reservoir.

Task 7. Community Engagement, Outreach, and Education

The Funding Recipient shall conduct a community engagement effort that will facilitate the development of a strategy to mitigate the impacts of headwater sources of mercury, educate the community on the results and methods of the Project, update the Gold Country Angler Survey, and create new curriculum for regional youth on the historic use of mercury and its present-day ecosystem impacts. The Funding Recipient may utilize existing programs, partnerships, community relations and infrastructure in this effort. Community engagement shall include annual public workshops, web-based information, and any further outreach that the Funding Recipient deems necessary. Dates of the public workshops and plans for the web-based information will be

shared with DWR once they are scheduled.

Deliverables include:

- Dates of Public Workshops

**Exhibit B
BUDGET**

Task Budget

Task	Description	DWR Funds* Amount	NID Funds Amount	Totals Amount
1	Project Administration	\$ -	\$ 247,663	\$ 247,663
2	Project Management	\$ -	\$ 400,000	\$ 400,000
3	Regulatory Compliance & Permit Activities	\$ -	\$ 200,000	\$ 200,000
4	Site Construction, Mobilization & Demobilization	\$ 500,000	\$ -	\$ 500,000
5	Sediment Removal & Mercury Recovery Operations	\$ 4,600,000	\$ 350,000	\$ 5,250,000
6	Biological Assessment Activities & Reporting	\$ 400,000	\$ 600,000	\$ 1,000,000
7	Community Engagement, Outreach & Education	\$ -	\$ 100,000	\$ 100,000
Project Total		\$ 5,500,000	\$ 2,197,663	\$ 7,697,663

* DWR funding may be adjusted to cover other expenses

Line Item Budget

Task 1 – NID Project Administration	Cost/Hour	# of Hours	Cost
1. NID Project Admin Labor			
a. AGM	\$120.20	654 hrs	\$78,611
b. Chief Engineer	\$130.18	315 hrs	\$41,007
c. Sr. Engineer	\$107.13	510 hrs	\$54,636
d. Watershed Coordinator	\$75.58	550 hrs	\$41,569
e. Comm. Specialist	\$50.46	631 hrs	\$31,840
TOTAL			\$247,663

Estimated Schedule Per Task

Fiscal Year	FY 2017/2018												FY 2018/2019												FY 2019/2020												2020		
	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	7	8	9									
Month																																							
Task 1																																							
Task 2																																							
Task 3																																							
Task 4																																							
Task 5																																							
Task 6																																							
Task 7																																							

Task	Description
1	Project Administration
2	Project Management
3	Regulatory Compliance & Permit Activities
4	Site Construction, Mobilization & Demobilization
5	Sediment Removal & Mercury Recovery Operations
6	Biological Assessment Activities & Reporting
7	Community Engagement, Outreach & Education

Exhibit D**STANDARD CONDITIONS****D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:**

- A. **Separate Accounting of Funding Disbursements:** Funding Recipient shall account for the money disbursed pursuant to this Funding Agreement separately from all other Funding Recipient funds. Funding Recipient shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Funding Recipient shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. Funding Recipient shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
- B. **Disposition of Money Disbursed:** All money disbursed pursuant to this Funding Agreement shall be deposited in a non-interest bearing account, administered, and accounted for pursuant to the provisions of applicable law.
- C. **Remittance of Unexpended Funds:** Funding Recipient shall remit to State any unexpended funds that were disbursed to Funding Recipient under this Funding Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to Funding Recipient of funds or, within thirty (30) calendar days of the expiration of the Funding Agreement, whichever comes first.

D.2. **ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE:** Funding Recipient shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Funding Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Funding Recipient's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this Project has been provided in full or in part from the Costa-Machado Water Act of 2000 (Proposition 13) and through an agreement with the State Department of Water Resources." The Funding Recipient shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

D.3. **AMENDMENT:** This Funding Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Funding Recipient for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2. Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2. State shall have no obligation to agree to an amendment.

D.4. **AMERICANS WITH DISABILITIES ACT:** By signing this Funding Agreement, Funding Recipient assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

D.5. **AUDITS:** State reserves the right to conduct an audit at any time between the execution of this Funding Agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Funding Recipient to conduct a final audit to State's specifications, at Funding Recipient's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Funding Recipient to comply with this provision shall be considered a breach of this Funding Agreement, and State may elect to pursue any remedies provided in Paragraph 11 or take any other action it deems necessary to protect its interests.

Pursuant to Government Code section 8546.7, the Funding Recipient shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Funding Agreement with respect of all matters connected with this Funding Agreement, including but not limited

to, the cost of administering this Funding Agreement. All records of Funding Recipient or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement.

- D.6. **BUDGET CONTINGENCY:** If the Budget Act of the current year covered under this Funding Agreement does not appropriate sufficient funds for this program, this Funding Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Funding Agreement. In this event, State shall have no liability to pay any funds whatsoever to Funding Recipient or to furnish any other considerations under this Funding Agreement and Funding Recipient shall not be obligated to perform any provisions of this Funding Agreement. Nothing in this Funding Agreement shall be construed to provide Funding Recipient with a right of priority for payment over any other Funding Recipient. If funding for any fiscal year after the current year covered by this Funding Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Funding Agreement with no liability occurring to State, or offer a Funding Agreement amendment to Funding Recipient to reflect the reduced amount.
- D.7. **CALIFORNIA CONSERVATION CORPS:** Funding Recipient may use the services of the California Conservation Corps or other community conservation corps as defined in Public Resources Code section 14507.5.
- D.8. **CEQA:** Activities funded under this Funding Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the State's Project Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Funding Recipient is not complete at the time the State signs this Agreement, once State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 11.
- D.9. **CHILD SUPPORT COMPLIANCE ACT:** The Funding Recipient acknowledges in accordance with Public Contract Code section 7110, that:
- A. The Funding Recipient recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
 - B. The Funding Recipient, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.10. **CLAIMS DISPUTE:** Any claim that the Funding Recipient may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Funding Recipient's knowledge of the claim. State and Funding Recipient shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
- D.11. **COMPETITIVE BIDDING AND PROCUREMENTS:** Funding Recipient shall comply with its Request for Quotations Policy and Procedure to secure bids and undertake negotiations in Funding Recipient's contracts with other entities for acquisition of goods and services and construction of public works with funds provided by State under this Funding Agreement.
- D.12. **COMPUTER SOFTWARE:** Funding Recipient certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Funding Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

- D.13. **CONFLICT OF INTEREST:** All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- A. **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
 - B. **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
 - C. **Employees of the Funding Recipient:** Employees of the Funding Recipient shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
 - D. **Employees and Consultants to the Funding Recipient:** Individuals working on behalf of a Funding Recipient may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.14. **DELIVERY OF INFORMATION, REPORTS, AND DATA:** Funding Recipient agrees to expeditiously provide throughout the term of this Funding Agreement; such reports, data, information, and certifications as may be reasonably required by State.
- D.15. **DISPOSITION OF EQUIPMENT:** Funding Recipient shall provide to State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory State shall provide Funding Recipient with a list of the items on the inventory that State will take title to. All other items shall become the property of Funding Recipient. State shall arrange for delivery from Funding Recipient of items that it takes title to. Cost of transportation, if any, shall be borne by State.
- D.16. **DRUG-FREE WORKPLACE CERTIFICATION:** Certification of Compliance: By signing this Funding Agreement, Funding Recipient, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:
- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
 - B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. Funding Recipient's policy of maintaining a drug-free workplace,

- iii. Any available counseling, rehabilitation, and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Funding Agreement:
- i. Will receive a copy of Funding Recipient's drug-free policy statement, and
 - ii. Will agree to abide by terms of Funding Recipient's condition of employment, contract or subcontract.

D.17. EASEMENTS: Where the Funding Recipient acquires property in fee title or funds improvements to real property already owned in fee by the Funding Recipient using State funds provided through this Funding Agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.

Where the Funding Recipient acquires an easement under this Agreement, the Funding Recipient agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.

Failure to provide an easement acceptable to the State may result in termination of this Agreement.

D.18. FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED CIVIL ENGINEER: Upon completion of the Project, Funding Recipient shall provide for a final inspection and certification by a California Registered Civil Engineer that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Funding Agreement.

D.19. FUNDING RECIPIENT'S RESPONSIBILITIES: Funding Recipient and its representatives shall:

- A. Faithfully and expeditiously perform or cause to be performed all Project work as described in Exhibit A (Work Plan) and in accordance with Project Exhibit B (Budget) and Exhibit C (Schedule).
- B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Funding Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Funding Recipient in the application, documents, amendments, and communications filed in support of its request for funding.
- C. Comply with all applicable California, federal, and local laws and regulations.
- D. Implement the Project in accordance with applicable provisions of the law.
- E. Fulfill its obligations under the Funding Agreement and be responsible for the performance of the Project.
- F. Obtain any and all permits, licenses, and approvals required for performing any work under this Funding Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Funding Recipient shall provide copies of permits and approvals to State.
- G. Be solely responsible for design, construction, and operation and maintenance of the Project within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Funding Recipient under this Agreement.
- H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Funding Recipient shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and

subcontractors. The State will not mediate disputes between the Funding Recipient and any other entity concerning responsibility for performance of work.

- D.20. **GOVERNING LAW:** This Funding Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.21. **INCOME RESTRICTIONS:** The Funding Recipient agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Funding Recipient under this Agreement shall be paid by the Funding Recipient to the State, to the extent that they are properly allocable to costs for which the Funding Recipient has been reimbursed by the State under this Agreement. The Funding Recipient shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.
- D.22. **INDEMNIFICATION:** Funding Recipient shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Funding Recipient shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- D.23. **INDEPENDENT CAPACITY:** Funding Recipient, and the agents and employees of Funding Recipients, in the performance of the Funding Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.24. **INSPECTION OF BOOKS, RECORDS, AND REPORTS:** During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Funding Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Funding Agreement. Failure or refusal by Funding Recipient to comply with this provision shall be considered a breach of this Funding Agreement, and State may withhold disbursements to Funding Recipient or take any other action it deems necessary to protect its interests.
- D.25. **INSPECTIONS OF PROJECT BY STATE:** State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Funding Agreement. This right shall extend to any subcontracts, and Funding Recipient shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Funding Agreement with State.
- D.26. **LABOR CODE COMPLIANCE:** The Funding Recipient agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>.
- D.27. **MODIFICATION OF OVERALL WORK PLAN:** At the request of the Funding Recipient, the State may at its sole discretion approve non-material changes to the portions of Exhibit A which concern the budget and schedule without formally amending this Funding Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Funding Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Funding Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Funding Recipient to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.
- D.28. **NONDISCRIMINATION:** During the performance of this Funding Agreement, Funding Recipient and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical

disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medial and family care leave or pregnancy disability leave. Funding Recipient and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Funding Recipient and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. Funding Recipient and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Funding Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Funding Agreement.

- D.29. OPINIONS AND DETERMINATIONS: Where the terms of this Funding Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.30. PERFORMANCE BOND: Where contractors are used, the Funding Recipient shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Funding Recipient in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
- D.31. PRIORITY HIRING CONSIDERATIONS: If this Funding Agreement includes services in excess of \$200,000, the Funding Recipient shall give priority consideration in filling vacancies in positions funded by the Funding Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.
- D.32. PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION: The Funding Recipient shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with Funding Recipient's service of water, without prior permission of State. Funding Recipient shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Funding Recipient meet its obligations under this Funding Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.
- D.33. PROJECT ACCESS: The Funding Recipient shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- D.34. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Funding Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.35. RETENTION: The State shall withhold ten percent (10%) of the funds requested by the Funding Recipient for reimbursement of Eligible Project Costs until the Project is completed and Final Report is approved. Any retained amounts due to the Funding Recipient will be promptly disbursed to the Funding Recipient, without interest, upon completion of the Project.
- D.36. RIGHTS IN DATA: Funding Recipient agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Funding Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) Funding Recipient may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Funding Agreement, subject to appropriate acknowledgement of credit to State for financial support. Funding

Recipient shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.

- D.37. SEVERABILITY: Should any portion of this Funding Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Funding Agreement shall continue as modified.
- D.38. SUSPENSION OF PAYMENTS: This Funding Agreement may be subject to suspension of payments or termination, or both if the State determines that:
- A. Funding Recipient, its contractors, or subcontractors have made a false certification, or
 - B. Funding Recipient, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Funding Agreement.
- D.39. SUCCESSORS AND ASSIGNS: This Funding Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Funding Agreement or any part thereof, rights hereunder, or interest herein by the Funding Recipient shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.40. TERMINATION BY FUNDING RECIPIENT: Subject to State approval which may be reasonably withheld, Funding Recipient may terminate this Agreement and be relieved of contractual obligations. In doing so, Funding Recipient must provide a reason(s) for termination. Funding Recipient must submit all progress reports summarizing accomplishments up until termination date.
- D.41. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 11, the State may terminate this Funding Agreement and be relieved of any payments should Funding Recipient fail to perform the requirements of this Funding Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 11.
- D.42. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days' advance written notice. The Funding Recipient shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.43. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.44. TIMELINESS: Time is of the essence in this Funding Agreement.
- D.45. TRAVEL: Travel includes the reasonable and necessary costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Funding Agreement. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.
- D.46. UNION ORGANIZING: Funding Recipient, by signing this Funding Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Funding Agreement. Furthermore, Funding Recipient, by signing this Funding Agreement, hereby certifies that:
- A. No State funds disbursed by this Funding Agreement will be used to assist, promote, or deter union organizing.
 - B. Funding Recipient shall account for State funds disbursed for a specific expenditure by this Funding Agreement to show those funds were allocated to that expenditure.
 - C. Funding Recipient shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.

- D. If Funding Recipient makes expenditures to assist, promote, or deter union organizing, Funding Recipient will maintain records sufficient to show that no State funds were used for those expenditures and that Funding Recipient shall provide those records to the Attorney General upon request.
- D.47. VENUE: The State and the Funding Recipient hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Funding Recipient hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.48. WAIVER OF RIGHTS: None of the provisions of this Funding Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Funding Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Funding Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

**Exhibit E
FUNDING RECIPIENT RESOLUTION**

A Resolution by the Board of Directors of the Nevada Irrigation District Authorizing the submission of a Proposal for funding from the Department of Water Resources and Designating a Representative to Execute the Agreement and any Amendments thereto, for the Combie Reservoir Sediment and Mercury Removal Project

WHEREAS, the Nevada Irrigation District is a California Special District with responsibility for providing dependable, quality water and is willing to participate in, coordinate, and collaborate with other interested parties that are participating in the development of the Combie Reservoir Sediment and Mercury Removal Project activities;

WHEREAS, the Nevada Irrigation District is authorized to enter into an agreement with the Department of Water Resources and the State of California;

THEREFORE, BE IT RESOLVED by the Board of Directors of the Nevada Irrigation District as follows:

1. The Nevada Irrigation District shall submit a proposal to obtain funding for the Mine Drainage Abatement for the Combie Reservoir Project from the Department of Water Resources.
2. That the Board of Directors authorize the General Manager, or designee, to execute the funding agreement with the Department of Water Resources and any amendments thereto.
3. That the General Manager, or designee, shall prepare the necessary data, make investigations, and take other such actions as necessary and appropriate to obtain funding for the Combie Reservoir Sediment and Mercury Removal Project.

CERTIFICATION

I hereby certify that the foregoing Resolution (#) was duly and regularly adopted by the Board of Directors of the Nevada Irrigation District at the meeting held on March 28, 2018, motion by (member name) and seconded by (member name), motion passed by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Chair, Nevada Irrigation District

Attest:

Name and Title

Exhibit F REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

1. PROGRESS REPORTS

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information.

PROJECT STATUS

For each Project, describe the work performed during the time period covered by the report including but not limited to:

PROJECT INFORMATION

- Legal matters
- Engineering Evaluations
- Environmental matters
- Status of permits, easements, rights-of-way, rights of entry and approvals as may be required by other State, federal, and/or local agencies
- Major accomplishments during the quarter (i.e. tasks completed, milestones met, meetings held or attended, press releases, etc.)
- Issues/concerns that have, will, or could affect the schedule or budget, with a recommendation on how to correct the matter
- Describe differences between the work performed and the work outlined in the Overall Work Plan, including change orders
- Demonstrate financial ability to pay local cost share of Eligible Project Costs required to complete the Project
- Estimate the percentage completion of the overall Project
- Identify key issues that need to be resolved
- Photos documenting progress

COST INFORMATION

- Provide a list showing all Project costs incurred during the time period covered by the report by the Funding Recipient and each contractor working on the Project and which of these costs are Eligible Project Costs
- A discussion on how the actual budget is progressing in comparison to the Project budget included in the Overall Work Plan
- A list of any changes approved to the budget in accordance with Funding Agreement and a revised budget, by task, if changed from latest budget in the Overall Work Plan
- A discussion of whether there have been any changes to the Funding Recipient's finance plan for payment of the Funding Recipient's share of Eligible Project Costs

SCHEDULE INFORMATION

- A schedule showing actual progress verses planned progress
- A discussion on how the actual schedule is progressing in comparison to the original or last reported schedule

- A list of any changes approved to the Schedule in accordance with Funding Agreement and a revised schedule, by task, if changed from latest reported schedule

2. PROJECT COMPLETION REPORT

Project Completion Reports shall generally use the following format.

EXECUTIVE SUMMARY – Should include a brief summary of Project information and include the following items:

- Brief description of work proposed to be done in the original application
- Description of actual work completed and any deviations from the work plan identified in the Funding Agreement

REPORTS AND/OR PRODUCTS – The following items should be provided, as necessary

- Final Evaluation report
- Electronic copies of any data collected, not previously submitted
- As-built drawings
- Final geodetic survey information
- Self-Certification that the Project meets the stated goal of the funding agreement (e.g. 100-year level of flood protection, HMP standard, PI-84-99, etc.)
- Project photos
- Discussion of problems that occurred during the work and how those problems were resolved
- A final Project schedule showing actual progress versus planned progress

COSTS AND DISPOSITION OF FUNDS – A list of showing:

- The date each invoice was submitted to State
- The amount of the invoice
- The date the check was received
- The amount of the check (If a check has not been received for the final invoice, then state this in this section.)
- A summary of the payments made by the Funding Recipient for meeting its cost sharing obligations under this Funding Agreement.
- A summary of final funds disbursement including:
 - Labor cost of personnel of agency/ major consultant /sub-consultants. Indicate personnel, hours, rates, type of profession and reason for consultant, i.e., design, CEQA work, etc.
 - Evaluation cost information, shown by material, equipment, labor costs, and any change orders
 - Any other incurred cost detail
 - A statement verifying separate accounting of funding disbursements
- Summary of Project cost including the following items:
 - Accounting of the cost of Project expenditure;

- Include all internal and external costs not previously disclosed; and
- A discussion of factors that positively or negatively affected the Project cost and any deviation from the original Project cost estimate.

ADDITIONAL INFORMATION – Any relevant additional Information should be included.

Exhibit G

REQUIREMENTS FOR DATA SUBMITTAL

Surface and Groundwater Quality Data:

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in Project reports, as described in Exhibit F.

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website: <http://www.ceden.org>.

If a Project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program. Information on the GAMA Program can be obtained at: https://www.waterboards.ca.gov/water_issues/programs/gama/. If further information is required, the Funding Recipient can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at: https://www.waterboards.ca.gov/water_issues/programs/gama/contact.shtml.

Groundwater Level Data

For each Project that collects groundwater level data, Funding Recipient will need to submit this data to DWR's Water Data Library (WDL), with a narrative description of data submittal activities included in Project reports, as described in Exhibit F. Information regarding the WDL and in what format to submit data in can be found at: <http://www.water.ca.gov/waterdatalibrary/>.

In the near future, DWR's WDL will be replaced by the California Statewide Groundwater Elevation Monitoring program (CASGEM). Once this Program comes online Funding Recipient will then submit groundwater level data to CASGEM. Information regarding the CASGEM program can be found at: <http://www.water.ca.gov/groundwater/casgem/>.

Exhibit H

STATE AUDIT DOCUMENT REQUIREMENTS AND FUNDING MATCH GUIDELINES FOR FUNDING RECIPIENTS

The following provides a list of documents typically required by State Auditors and general guidelines for Funding Recipients. List of documents pertains to both State funding and Funding Recipient's Funding Match and details the documents/records that State Auditors would need to review in the event of this Funding Agreement is audited. Funding Recipients should ensure that such records are maintained for each funded Project.

State Audit Document Requirements

Internal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
2. Written internal procedures and flowcharts for the following:
 - a) Receipts and deposits
 - b) Disbursements
 - c) State reimbursement requests
 - d) Expenditure tracking of State funds
 - e) Guidelines, policy, and procedures on State funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Program/Project.

State Funding:

1. Original Funding Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants, loans, or subventions received from the State.
3. A listing of all other funding sources for each Program/Project.

Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Agency and member agencies as related to the State funded Program/Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Funding Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests and related Funding Agreement budget line items.
3. Reimbursement requests submitted to the State for the Funding Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.

3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Funding Agreement reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

Project Files:

1. All supporting documentation maintained in the Project files.
2. All Funding Agreement related correspondence.

Funding Match Guidelines

Funding Match (often referred to as cost share) consists of non-State funds, including in-kind services. In-kind services are defined as work performed (i.e., dollar value of non-cash contributions) by the Funding Recipient (and potentially other parties) directly related to the execution of the funded Project. Examples include volunteer services, equipment use, and use of facilities. The cost of in-kind service can be counted as funding match in-lieu of actual funds (or revenue) provide by the Funding Recipient. Other funding match and in-kind service eligibility conditions may apply. Provided below is guidance for documenting funding match with and without in-kind services.

1. Although tracked separately, in-kind services shall be documented and, to the extent feasible, supported by the same methods used by the Funding Recipient for its own employees. Such documentation should include the following:
 - a. Detailed description of the contributed item(s) or service(s)
 - b. Purpose for which the contribution was made (tied to Project work plan)
 - c. Name of contributing organization and date of contribution
 - d. Real or approximate value of contribution. Who valued the contribution and how was the value determined? (e.g., actual, appraisal, fair market value, etc.). Justification of rate. (See item #2, below)
 - e. Person's name and the function of the contributing person
 - f. Number of hours contributed
 - g. If multiple sources exist, these should be summarized on a table with summed charges
 - h. Source of contribution if it was provided by, obtained with, or supported by government funds

2. Rates for volunteer or in-kind services shall be consistent with those paid for similar work in the Funding Recipient's organization. For example, volunteer service of clearing vegetation performed by an attorney shall be valued at a fair market value for this service, not the rate for professional legal services. In those instances, in which the required skills are not found in the recipient organization, rates shall be consistent with those paid for similar work in the labor market. Paid fringe benefits that are reasonable, allowable and allocable may be included in the valuation.
3. Funding match contribution (including in kind services) shall be for costs and services directly attributed to activities included in the Funding Agreement. These services, furnished by professional and technical personnel, consultants, and other skilled and unskilled labor may be counted as in-kind if the activities are an integral and necessary part of the Project funded by the Funding Agreement.
4. Cash contributions made to a Project shall be documented as revenue and in-kind services as expenditure. These costs should be tracked separately in the Funding Recipient's accounting system.

Exhibit I

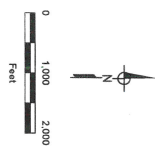
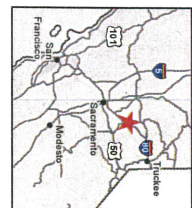
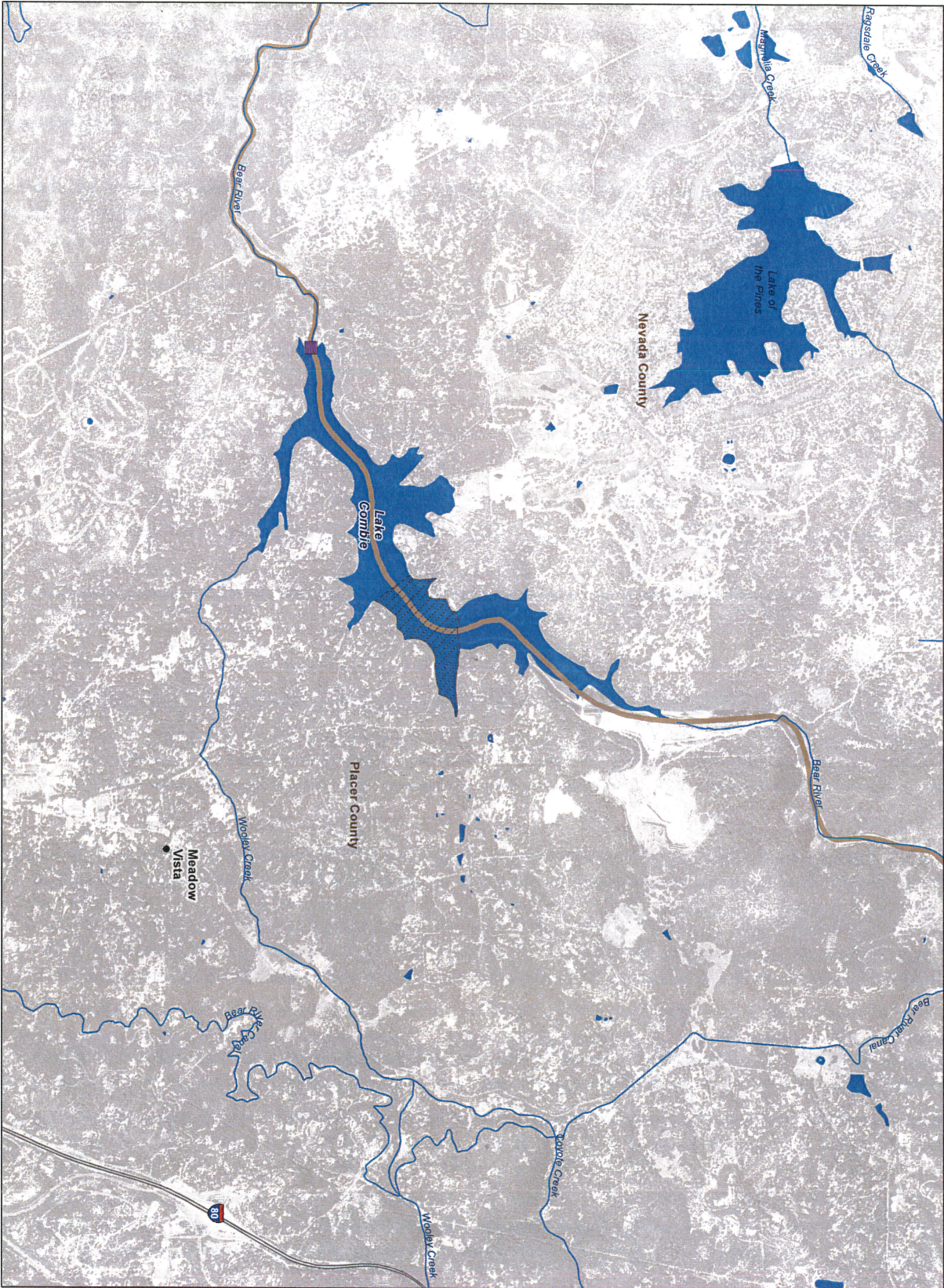
MONITORING AND MAINTENANCE PLAN COMPONENTS

Introduction

- Goals and objectives of the Project
- Site location and history
- Improvements implemented

Monitoring and Maintenance Plan

- Monitoring Metrics (ex: Plant establishment, bank erosion, hydraulic characteristics, habitat expansion)
- Maintenance Metrics (ex: irrigation, pest management, weed abatement, continuous invasive species removal until natives established)
- Special Environmental Considerations (ex: resource agency requirements, permit requirements, CEQA/NEPA mitigation measures)
- Performance Measures, or success/failure criteria monitoring results measured against (ex: percent canopy cover after 1, 5, 10 years, water temperature decrease, site specific sediment scour or retention)
- Method of Reporting (ex: paper reports, online databases, public meetings)
- Frequency of Duration Monitoring and Reporting (daily, weekly, monthly, yearly)
- Frequency and Duration of Maintenance Activities
- Responsible Party (who is conducting monitoring and/or maintenance) Implementing responsibility (i.e., who is responsible for monitoring and maintenance)
- Adaptive Management Strategies (i.e., what happens when routine monitoring or maintenance encounters a problem)



- Symbology**
- Combie Dam
 - Freeway
 - River
 - Approximate Area of Dredging
 - Waterbody
 - County Line



Figure 1
Location of
Combie Reservoir
Nevada Irrigation District

Exhibit K

ENVIRONMENTAL INFORMATION FORM

The Funding Recipient is responsible for complying with all applicable laws and regulations for the Project, including the California Environmental Quality Act (CEQA). Work that is subject to the CEQA shall not proceed under this Grant Agreement until document(s) that satisfy the CEQA process are received by the Department of Water Resources (DWR) and DWR has completed its CEQA compliance. Work that is subject to a CEQA document shall not proceed until and unless approved by the DWR. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. Once CEQA documentation has been completed, DWR will consider the environmental documents and decide whether to continue to fund the Project or to require changes, alterations or other mitigation. **This form is to be completed by the Lead Agency.**

DWR Agreement #: 46000 _____

Lead Agency: _____

Project Title: _____

Project Manager: _____

Phone Number: _____

Address: _____

1. List the source of any other grants or funds received from the DWR to implement a portion of this Project.

2. Is this a Project as defined by CEQA?

Yes

No

- If yes, proceed to #3.
- If no, please explain below then skip to #8.

3. Is this Project exempt from CEQA compliance?

Yes

No

- If no, skip to #4.
- If yes, check the appropriate response below, and then provide reasons for exemption in the space provided below. Once answered, skip to #7.

Cite the CEQA Article, Section and Title of the CEQA exemption, if appropriate

Statutory Exemptions: <http://resources.ca.gov/ceqa/guidelines/art18.html>

Categorical Exemptions: <http://resources.ca.gov/ceqa/guidelines/art19.html>

- Lead Agency has already filed a Notice of Exemption (NOE) with the State Clearinghouse and/or County Clerk. (Attach copy of NOE and, if applicable, a copy of Board Resolution)
- Lead Agency will file a NOE with the State Clearinghouse and/or County Clerk. Provide estimated date: _____
- Lead Agency will NOT file a NOE with the State Clearinghouse and/or County Clerk. *If Lead Agency chooses not to file a NOE, sufficient documentation and information must be submitted to the DWR Project Manager along with this form, to allow DWR to make its own CEQA findings.*

Reason for exemption:

4. Please check types of CEQA documents to be prepared:

- Negative Declaration
- Mitigated Negative Declaration
- Environmental Impact Report

5. Please describe the status of the CEQA documents, expected date of completion, and estimated cost, if requesting DWR funds relating to CEQA compliance:

Status: _____

Date of Completion: _____

Estimated Costs: _____

6. If the CEQA document has been completed, please provide the title of the document and the State Clearinghouse number if available. Submit an electronic version, or a CD copy, of the CEQA document and any environmental permits listed in Question 8 to the contact listed in the Commitment Letter.

7. Please list all required permits you must obtain to complete the Project (attach additional pages as necessary). Submit electronic versions or a CD copy of any final permits already completed.

Type of Permit Required	Permitting Agency

8. This Environmental Information Form (EIF) was completed by:

Print Name: _____

Agency: _____

Phone Number: _____

Signature: _____

Date: _____

Please return this completed form to your DWR Project Manager.

To be filled out by DWR Project Manager:

DWR received environmental documents.

DWR made Findings.



RESOLUTION No. 2018-08

OF THE BOARD OF DIRECTORS OF THE NEVADA IRRIGATION DISTRICT

**Exhibit E
FUNDING RECIPIENT RESOLUTION**

Authorizing the Submission of a Proposal for Funding from the Department of Water Resources, and Designating a Representative to Execute the Agreement and any Amendments thereto, for the Combie Reservoir Sediment and Mercury Removal Project

WHEREAS, the Nevada Irrigation District is a California Special District with responsibility for providing dependable, quality water and is willing to participate in, coordinate, and collaborate with other interested parties that are participating in the development of the Combie Reservoir Sediment and Mercury Removal Project activities;

WHEREAS, the Nevada Irrigation District is authorized to enter into an agreement with the Department of Water Resources and the State of California;

THEREFORE, BE IT RESOLVED by the Board of Directors of the Nevada Irrigation District as follows:

1. The Nevada Irrigation District shall submit a proposal to obtain funding for the Mine Drainage Abatement for the Combie Reservoir Project from the Department of Water Resources.
2. That the Board of Directors authorize the General Manager, or designee, to execute the funding agreement with the Department of Water Resources and any amendments thereto.
3. That the General Manager, or designee, shall prepare the necessary data, make investigations, and take other such actions as necessary and appropriate to obtain funding for the Combie Reservoir Sediment and Mercury Removal Project.

CERTIFICATION

I hereby certify that the foregoing Resolution 2018-08 was duly and regularly adopted by the Board of Directors of the Nevada Irrigation District at the meeting held on April 25, 2018, motion by Director _____ and seconded by _____, motion passed by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Attest:

Chair, Nevada Irrigation District

Kris Stepanian, Board Secretary