

COUNTY OF PLACER
Community Development Resource Agency

John Marin, Agency Director

PLANNING

Michael J. Johnson
Planning Director

MEMORANDUM

TO: Honorable Board of Supervisors

FROM: Michael J. Johnson, Director
Planning Department, Community Development Resource Agency

DATE: May 8, 2008

SUBJECT: Department of Water Resources CALFED Watershed Program – Grant Agreement for the Auburn Ravine Fish Passage Project

ACTION REQUESTED: The Board is being asked to authorize the Planning Director to:

- Sign a grant agreement (Agreement No. 4600007911) with the Department of Water Resources – CALFED Watershed Program to restore fish passage on Auburn Ravine and eradicate Red Sesbania from the Dry Creek Watershed {(Exhibit A) Placer County was awarded \$339,645 under the Proposition 50 Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2002}.
- Execute contracts with our funding partners {City of Lincoln, Dry Creek Conservancy (Bella Vista Foundation Grant) and Nevada Irrigation District (NID)} for reimbursement of project costs associated with the restoration of fish passage in the Auburn Ravine Watershed.

BACKGROUND: The two components of this work program, Red Sesbania removal and Auburn Ravine fish passage, are part of the larger American Basin Watershed Restoration Project that covers Auburn Ravine and numerous other streams that eventually flow into Sutter County. This effort seeks to broaden participation amongst water agencies, non-profit organizations, state and federal agencies and landowners. It sets the stage for a whole new level of collaboration with a much broader set of partners who may have not worked together before. This project directly implements CALFED Ecosystem Restoration program actions including: restoring, protecting and managing diverse habitat types representative of the Bay-Delta system and its watershed; reconnecting Bay-Delta tributaries with their floodplains; developing prevention and control programs for invasive species; reducing or eliminating fish passage barriers; and performing research to provide information needed to define problems and to design and prioritize restoration actions.

The American Basin Watershed Restoration Project has two components identified in regional watershed plans: Fish Passage Improvement - Auburn Ravine; and Red Sesbania removal - Dry Creek. Each project component is described as follows:

- **Anadromous Fish Passage:** The proposed project focuses on the modification of two concrete structures in Auburn Ravine that inhibit and/or limit anadromous (salmon/steelhead) fish passage except during periods of high flow volumes. The two structures in question, the NID Gauging Station off Highway 65 in the City of Lincoln and the Hemphill Dam in Placer County, were identified in the CALFED funded Auburn Ravine/Coon Creek (AR/CC) Ecosystem Restoration Plan. The decision to modify the Hemphill Dam site and the NID Gauging Station site to increase anadromous fish passage in Auburn Ravine was achieved through common agreement by stakeholders including NID and the City of Lincoln. For both structures, modifications can be made that allow fish passage both upstream and downstream. The reach of Auburn Ravine above these two structures provides important spawning and rearing habitat and the Department of Fish and Game has estimated that as many as 10,000 salmonids can be supported for each linear mile of stream. Total CalFed grant for fish passage is \$303,645. (Exhibit A)
- **Red Sesbania Removal:** Red Sesbania is an invasive plant that is increasingly becoming a problem along streams in this area. The plant is replacing many native plants that provide important foraging and cover habitat to riparian-dependent species. Removal of this invasive weed/plant is a priority implementation strategy throughout the Sacramento region. The project will entail monitoring, weed treatment, and outreach. This project will be managed by the Sacramento Area Flood Control Agency (SAFCA) and the Placer County RCD. Placer County is a funding partner with the cities of Roseville and Sacramento, Sacramento County and SAFCA on this project. Total CalFed grant for Red Sesbania removal is \$36,000.

As pertains to the fish passage restoration component of this project, currently, neither steelhead nor Chinook salmon can pass through the two fish barriers proposed for modification in Auburn Ravine unless under extremely high flow conditions. The restoration of fish passage in Auburn Ravine is estimated to cost \$800,000. Of this amount, \$260,000 has already been allocated to the Winzler & Kelly contract for project design. This contract was authorized by the Board on October 2, 2007.

Our project partners include: Nevada Irrigation District (NID); City of Lincoln; Dry Creek Conservancy; Granite Bay Flycasters; American Basin Council of Watersheds; California Department of Fish & Game; NOAA Fisheries; Lincoln High School; Bella Vista Foundation, Granite Bay Flycasters; Northern California Council Federation of Fly Fishers; and Gold Country Fly Fishers; and private landowners. Several of our project partners, including NID and the City of Lincoln, are also funding partners. The contract agreements with our funding partners will stipulate that Placer County:

- A. Agrees to complete the fish ladder design, permitting, and construction at the NID operated Gauging Station and Hemp Hill Dam in Auburn Ravine.
- B. Reserves the right to contract out either part or all of the above services to a qualified contractor.

In exchange for services identified above, NID has agreed to pay Placer County \$150,000. Of this amount, \$50,000 is directed to design and permitting and \$100,000 is directed to construction related expenses. Furthermore, the City of Lincoln has agreed to pay Placer County \$25,000; \$10,000 towards the \$260,000 design and permitting costs, and \$15,000 towards the estimated \$533,645 construction related expenses. Finally, the Granite Bay Flycatchers will present Placer County with a check for \$10,000 to help defray the costs of restoring salmonid fish passage to Auburn Ravine.

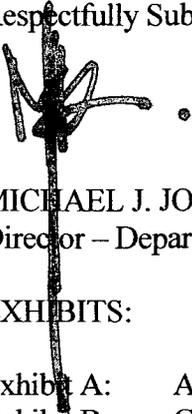
FISCAL IMPACT: Placer Legacy expenditures, funding from our project partners and the CALFED grant funds in question will be combined to implement both projects. No general fund or departmental outlays are necessary to authorize the Planning Department to sign the grant award contract with CALFED. However, at a future date, Placer County will need to encumber \$569,645 for fish passage construction and \$41,000 for Red Sesbania removal. Of the \$569,645, \$514,645 will be reimbursed through grant funds or reimbursement contracts with our project partners.

Authorization to sign the contract with CALFED is a mandatory step in securing our \$339,645 grant from CALFED, a \$55,000 grant from the Bella Vista Foundation, matching dollars from the City of Lincoln (\$25,000), the NID (\$150,000), and the Granite Bay Flycasters (\$10,000). (Exhibit C is a summary of all project costs, the funding source and the status of the project phase related to the Auburn Ravine fish passage project)

As noticed in exhibit C, Placer County has \$260,000 match for a total of \$839,645 in revenues. The Board of Supervisors October 2007 action, authorizing the design & permitting of the subject project, already committed \$200,000 of our total match obligation. In addition, \$5,000 of our match toward Red Sesbania removal is encumbered through a previous contract with Placer County RCD.

The Board's recent action to join the Cosumnes, American, Bear and Yuba (CABY) River Integrated Regional Water Management Plan, has allowed the Planning Department to seek an additional \$275,000 for fish passage restoration in Auburn Ravine through the upcoming CABY Region Proposition 84 grant proposal. Furthermore, no additional general fund or departmental outlays are necessary to authorize the Planning Department Director to execute the project reimbursement contracts for the Dry Creek Conservancy, the City of Lincoln and the Nevada Irrigation District.

Respectfully Submitted,



MICHAEL J. JOHNSON, AICP
Director – Department of Planning

EXHIBITS:

- Exhibit A: Auburn Ravine Fish Passage Project Exhibit
- Exhibit B: Contract with CALFED
- Exhibit C: Summary of Costs and Project Phasing

cc: Placer County Procurement Office
Ron Nelson, Director, Nevada Irrigation District
Gerald Johnson, City Manager, Lincoln
Gregg Bates, Dry Creek Conservancy

Auburn Ravine Watershed Barriers



State of California
County Of Placer



FRUITVALE RD

MCCOURTNEY RD

Hemphill Dam
Fish Barrier

Lincoln Canal

VIRGINIATOWN RD

Markham Ravine

NICOLAUS RD

Auburn Ravine

LINCOLN

Auburn Ravine

Auburn Ravine

MOORE RD

NID Gauging Station Fish Barrier

EXHIBIT A

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Legend

- Streams
- Lakes
- Roads
- Highway
- Parcels
- City Boundaries
- Placer Boundary

SOURCE DATA:
Community Development Resource Agency, April 2007

DATA DISCLAIMER:
The features on this map were prepared for geographic purposes only and are not intended to constitute legal boundaries or supercede local ordinances. Official information concerning the features depicted on this map should be obtained from recorded documents and local governing agencies.

DOCUMENT LOCATION:
3:32000\Projects\PLN_15\Subarea
Watershed\Watersheds_3710420\Map
WatershedMap_080515.mxd

DOCUMENT CREATION:
Placer County
Community Development Resource Agency
ITGIS Division
080515 1453000

DATE PRINTED:
May 15, 2008

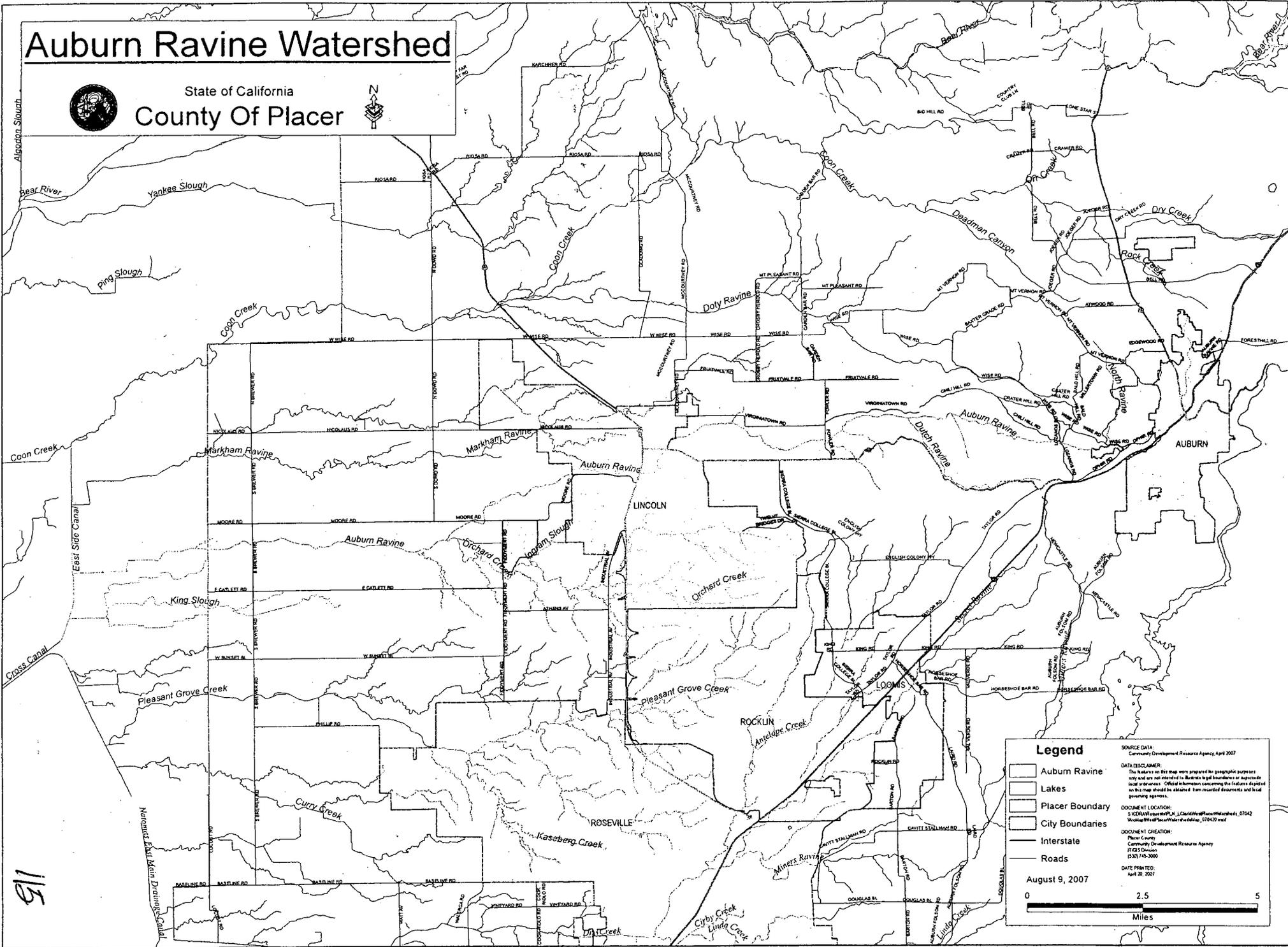
0 0.25 0.5
Miles

May 15, 2008

Auburn Ravine Watershed



State of California
County Of Placer



Legend

- Auburn Ravine
- Lakes
- Placer Boundary
- City Boundaries
- Interstate
- Roads

SOURCE DATA:
Community Development Resource Agency, April 2007

DATA DISCLAIMER:
The Watershed on this map were prepared by geographic surveys only and are not intended to be used as legal boundaries or for any other legal or financial purposes. Official information concerning the features depicted on this map should be obtained from recorded documents and local governing agencies.

DOCUMENT LOCATION:
S:\CRAWFORD\GIS\PLACER\AuburnRavine\AuburnRavine.mxd

DOCUMENT CREATION:
Placer County
Community Development Resource Agency
GIS/ESRI Division
(530) 745-3000

DATE PRINTED:
April 20, 2007

August 9, 2007

0 2.5 5
Miles

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STATE OF CALIFORNIA THE RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES

AGREEMENT BETWEEN THE STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES AND
PLACER COUNTY (4600007911)
UNDER THE WATER SECURITY, CLEAN DRINKING WATER, COASTAL
AND BEACH PROTECTION ACT OF 2002
(WATER CODE SECTION 79500 *et seq.*)

THIS AGREEMENT is entered into on December 1, 2007, by and between the Department of Water Resources of the State of California, as implementing agency for the CALFED Bay-Delta Watershed Program, hereinafter called "State," and Placer County: Planning, Community Development Resource Agency-Legacy Program hereinafter called "Grantee," which parties do hereby agree as follows:

1. **PURPOSE:** The Purpose of this Agreement is to provide a Watershed Program grant under the Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2002 (Proposition 50) for developing or implementing the American Basin Watershed Restoration Project watershed project, as part of the balanced implementation of the CALFED Bay-Delta Program.
2. **TERM OF AGREEMENT:** The term of this Agreement begins on December 1, 2007 and terminates on June 30, 2010 or when all of the Parties' obligations under this Agreement have been fully satisfied, whichever occurs earlier.
3. **GRANT AMOUNT:** The maximum amount payable under this Agreement shall not exceed **\$339,645.00**
4. **GRANTEE COSTS:** The reasonable costs of the project are estimated to be \$339,645.00. Grantee agrees to fund the difference between the estimate of project cost in its grant application and the Grant Amount specified in Paragraph 3, if any.
5. **GRANTEE'S RESPONSIBILITIES:** Grantee shall faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A, Scope of Work. Grantee shall comply with all of the terms and conditions of this Agreement and with Chapter 7 (commencing with Section 79550) of Division 26.5 of the California Water Code. Grantee agrees that review or approval of reports, or any other documents and project inspections by State are solely for the purpose of proper administration of grant funds and shall not be deemed to relieve or restrict Grantee's responsibilities.
6. **PROJECT SCHEDULE:** Grantee shall diligently perform or cause to be performed all project work in accordance with Exhibit B, Project Schedule.
7. **METHOD OF PAYMENT:** Payment will be made no more than monthly, in arrears, upon receipt and approval of an invoice by the State's Grant Manager. Invoices must use the form and content specified by DWR and be accompanied by appropriate receipts and reports.

Submit the original invoice form and one copy to the following address:

**DEPARTMENT OF WATER RESOURCES
DIVISION of PLANNING and LOCAL ASSISTANCE
ATTENTION: TRACEY LINDBERG
P. O. BOX 942836
SACRAMENTO, CALIFORNIA 94236-0001**

All invoices must be submitted on or before the agreement termination date June 30, 2010 specified in Paragraph 2.

8. **ELIGIBLE PROJECT COSTS:** Grantee shall apply State funds received only to eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, Project Budget. Costs that are not reimbursable with grant funding include, but are not limited to:
- a. Costs incurred prior to the effective term of the grant agreement with the State;
 - b. Purchase of equipment not an integral part of the project;
 - c. Establishing a reserve fund;
 - d. Replacement of existing funding sources for ongoing programs;
 - e. Meeting minimum requirements under existing agency requirements and mandates;
 - f. Purchase of land or right-of-way easements; and
 - g. Payment of principal or interest of existing indebtedness or any interest payments unless the debt is incurred after effective date of a grant agreement with the State, the granting agency 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 reimbursable project costs.
9. **Project Officials:** The Grant Manager for the State is Kristyne Miller. The Project Manager for the Grantee is Edmund Sullivan. Either party may change its Project Officials upon written notice to the other party.

State's Grant Manager:

Kristyne Miller
Department of Water Resources
Division of Planning and Local Assistance
P. O. Box 942836
Sacramento, California 94236-0001
Telephone: (916) 651-9621
e-mail: kmiller@water.ca.gov
Fax: (916) 651-9607

Grantee's Project Manager:

Edmund Sullivan
Placer County
3091 Community Center Drive, Suite 140
Auburn, California 95603
Telephone: (530) 745-3030
e-mail: esulliva@placer.ca.gov
Fax: (530) 745-3080

10. **REPORTING:** Beginning one month after execution of this agreement, Grantee shall submit to State to State monthly progress reports on the status of the project by the fifteenth (15th) day of each month. These reports shall include a description of progress on each task defined in the Scope of Work, an estimate of the percent completion of each task to date, any data developed or information gained, any costs incurred, any schedule impacts, and any problems encountered or benefits achieved as a result of the work accomplished to date. The submittal of these reports is a requirement for initial and continued disbursement of funds. Grantee shall submit an annual report for each full year of project work, and a final report.
11. **ANNUAL REPORT PRESENTATIONS:** Grantees shall present a summary of each annual report at places and times of State's choosing, not to exceed once per year. Grantees shall present the final report once, at a place and time of State's choosing. State may waive these presentation requirements.
12. **FINAL PROJECT REPORT:** The Final Project Report shall be provided in the format designated by State prior to final payment of grant funds retained by the State.
13. **NOTICES:** Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Agreement shall be in writing, or may be sent by email with a written copy to follow. Written notices may be sent by any of the following means: (i) by delivery in person; (ii) by certified U.S. mail, return receipt requested, postage prepaid; (iii) by "overnight" delivery service; provided that next-business-day delivery is requested by the sender; or (iv) by facsimile transmission. 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 five (5) business 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 by facsimile will be effective on the date of successful transmission, which is documented in writing. Notices shall be sent to the address above. Either party may, by written notice to the other, designate a different address that shall be substituted for the one above.
14. **DATABASE RECORD OF GRANT INFORMATION:** Grantees shall prepare and submit, as directed by the State, an on-line catalog entry form to the California Environmental Information Catalog for information products and reports (e.g., environmental and biological field surveys, natural hazard assessments, geographic information, etc.) relating to California's natural environment that have been prepared with funds made available through this grant. The on-line catalog entry form is available at <http://gis.ca.gov/catalog/intro.epl?page=using.html>.
15. **INSPECTIONS:**
 - a. State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Agreement. This right shall extend to all of Grantee's contracts and subcontracts, and Grantees shall include provisions ensuring such access in all their contracts entered into pursuant to this Agreement.
 - b. State shall have the right to inspect the project site at any and all reasonable times after completion of the project to ensure compliance with this Agreement.
 - c. During regular office hours, each of the parties shall have the right to inspect and to make copies of any books, records, or reports of the other parties relating to this Agreement. Each of the parties shall maintain and shall make available at all times for such inspection accurate records of all of their costs, disbursements and receipts with respect to their activities under this Agreement.

16. **PERFORMANCE EVALUATION:** Grantee's performance under this Agreement will be evaluated by State after completion.
17. **PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS:** Grantee shall be responsible for obtaining any and all permits, licenses, and approvals required for performing its obligations under this Agreement. Grantee shall comply with the California Environmental Quality Act (California Public Resources Code Section 21000 *et seq.*) and other applicable federal, State and local laws, rules, and regulations prior to disbursement of funds under this Agreement. Without limiting the foregoing, Grantee shall keep informed of and take all measures necessary to ensure compliance with California Labor Code requirements, including but not limited to Section 1720 *et seq.* of the California Labor Code regarding public works.
18. **THE CALFED BAY-DELTA WATERSHED PROGRAM PLAN** is incorporated by this reference into this Agreement. Grantee agrees to implement the project in accordance with the CALFED Watershed Program Plan, including but not limited to, its principles of broad-based participation, engagement and decision-making. A copy of the CALFED Watershed Program Plan is available at the CALFED Web site at <http://www.watershedrestoration.water.ca.gov/watersheds> or, upon request, from the State's Grant Manager.
19. **STANDARD PROVISIONS:** The following exhibits are attached and made a part of this Agreement by this reference:
 - Exhibit A Scope of Work
 - Exhibit B Project Budget
 - Exhibit C Standard Conditions
 - Exhibit D Grantee Letter of Commitment

20. IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

STATE OF CALIFORNIA DEPARTMENT OF
WATER RESOURCES

Placer County

Chief
Division of Planning and Local Assistance

Michael J. Johnson
Director, Placer County Planning

Approved as to legal form and sufficiency

David Sandino, Chief Counsel

attachments

EXHIBIT A: SCOPE OF WORK

Part 1: Background

Exhibit A

The American Basin Watershed Restoration Project will broaden participation amongst water agencies, non-profits, state and federal agencies and landowners. It sets the stage for a whole new level of collaboration with a much broader set of partners who may have not worked together before. Our project directly implements CALFED Ecosystem Restoration program actions including: restoring, protecting and managing diverse habitat types representative of the Bay-Delta system and its watershed; reconnecting Bay-Delta tributaries with their floodplains; developing prevention and control programs for invasive species; reducing or eliminating fish passage barriers; and performing research to provide information needed to define problems and to design and prioritize restoration actions.

Fish Passage: The proposed project focuses on the modification of two dams in Auburn Ravine that inhibit and/or limit anadromous fish passage except during periods of high flow volumes. The two dams in question, the NID gauging station off Highway 65 in the City and the Hemphill Dam in Placer County, were identified in the CALFED funded Auburn Ravine/Coon Creek (AR/CC) Ecosystem Restoration Plan and in the Anadromous Fish Screening and Passage Opportunities in Western Placer County and Southern Sutter County as priority fish passage improvement sites. The decision to modify the Hemphill Dam site and the NID Gauging Station site to increase anadromous fish passage in Auburn Ravine was achieved through common agreement by stakeholders. The first step to consensus regarding modification of the two sites was the development of the AR/CC Ecosystem Restoration Plan by the watershed's multi-stakeholder group. Site priorities were then developed through the feasibility study and a consultant was brought in bring together stakeholders for the decision-making process.

Red sesbania: Invasive weed/plant management was priority implementation strategy identified in the Dry Creek CRMP. The project will entail monitoring, weed treatment, and outreach. Monitoring will consist of walking the stream corridors to find sesbania seedlings and re-sprouts and will be done first by the weed control contractors as they sweep the watershed and again by agency staff after treatment. Treatment will consist of two sweeps of the watershed each year. Weed control will consist of a crew walking the creek channels in the watershed and hand pulling or treating with herbicide all red sesbania plants found. Outreach will consist of communicating with property owners along the creek in advance of treatment.

Lakeview Farms riparian restoration: At this initial phase, we propose the construction of three of the primary design elements: the string of four wetlands, biotechnical bank stabilization and riparian planting along Coon Creek, and the construction of a setback levee. The scope of work encompasses 7.04 acres of riparian area restoration within the setback levee as well as 2527 linear feet of stream restoration. Tasks: We plan to widen the riparian habitat along the stream channel. In order to create a habitat corridor, we are proposing guidelines for the installation of native sedges, rushes, grasses, and trees. Within this phase of work, there are three locations along the creek that will receive biotechnical bank stabilization. The floodplain of Coon Creek is constrained by an access road which bisects the site. The road is constructed a few feet above the natural grade, forming a small dike. It is our intention to move this road 200 feet back to further expand the floodplain.

The American Basin Watershed Restoration Project has three components identified in CRMP adopted watershed plans: Fish Passage Improvement - Auburn Ravine; Red Sesbania removal - Dry Creek; and Lakeview Farms Riparian Restoration - Coon Creek. Placer County and its project partners are requesting CalFed funds to implement all three project components. Each project component is describes as follows:

The final step was the agreement to pursue funding for modification to the two sites serving the highest priority for achieving optimum fish passage in Auburn Ravine. Comments made by the California Department of Fish and Game (CDFG) indicated that the preferred alternative for that both sites would be a channel re-grade using boulder weirs that span the entire channel and replace the existing concrete section. Although relatively new, this structure is well tested, and provides good passage conditions for both adult and juvenile anadromous fishes under a very wide range of flow.

Auburn Ravine has been designated as critical habitat for Central Valley Steelhead. A recent California Fish & Game fish assessment/survey determined that between 10,000 and 11,000 rainbow trout per stream mile utilized Auburn Ravine above the two dams. Improved fish passage would allow for Auburn Ravine's rainbow trout population to metamorphosis into their Steelhead trout life stage. Currently, neither steelhead nor Chinook salmon can pass through either structure unless under extremely high flow conditions.

Riparian restoration and riverine wetland restoration on Coon Creek was identified in the AR/CC ERP and by the Auburn Ravine/Coon Creek Watershed group as a priority.

Part 2: Task Descriptions			Exhibit A	
Specific Project Tasks:	Task Title	Description		Product or Deliverable
Task 1: All project related design work	American Basin Restoration Project design work	Lakeview Farms habitat restoration design and Auburn Ravine fish passage way and restoration design. This task will be completed by August 2008.		
Task 2: Coon Creek riparian zone, streambank, and waterfowl habitat restoration	Lakeview Farms Riparian and Riverine Wetland Restoration	Riparian and riverine wetland restoration on Lakeview Farms, a property on Coon Creek encumbered with conservation easements.		
Task 3: Red Sesbania Removal - Dry Creek		Red Sesbania eradication and follow-up monitoring in the Dry Creek watershed.		
Task 4: Auburn Ravine Fish Passage Restoration		Construct two cascade structures enhancing anadromous fish passage in Auburn Ravine.		
Task 5: Community outreach		Outreach - Community meetings to update and educate the public and coordination with Lincoln High School biology and environmental science classes		
Administration:				
Reporting Requirements:				
	Monthly Reports	Completion of monthly project reports.		
	Annual:			
	Special:			
	Final:	Completion of final project report.		
Invoicing		Invoicing CalFed Watershed Program for project related expenses.		
Data collection		Project related data collection, such as environmental studies, monitoring reports, etc..		
(add additional rows as needed)				
CEQA or Permitting				
	Negative Declaration	Completion of a CEQA negative declaration for all project related work		
	Mitigations	Identification of all project related mitigation measures, if necessary.		
	EIR/EIS	Completion of all project related EIR/EIS work, if necessary.		
	Other permits	Completion of all project related permits		

Part 3: Project Schedule			Exhibit A
Task or Milestone	Milestone Description	Due Date	Time to completion
Auburn Ravine Fish Passage Final Design Report/EIR/Permits	Completion of all Lakeview Farms habitat restoration and Auburn Ravine fish passage restoration project designs, permitting and environmental reporting.	Jun-08	1 year
Lakeview Farms Riparian and Riverine Wetland Restoration - Coon Creek	Restoration of 7.04 acres of riparian habitat within the setback levee as well as 2527 linear feet of stream restoration in Coon Creek.	Jul-10	3 years
Red Sesbania eradication and follow-up monitoring in the Dry Creek watershed.	99% eradication of Red Sesbania in the Dry Creek watershed and follow-up monitoring.	Jun-10	2.5 years
Auburn Ravine Fish Passage Restoration	Construction of the two fish passage structures enhancing anadromous fish passage in Auburn Ravine.	Jun-10	2 years
Community Outreach	Hold two community meetings to update and educate the public and provide Lincoln High School biology and environmental science classes with on-the-ground restoration ecology field experience.	Jan-10	2 years
Project Administration	Completion of final report, monthly reports, invoicing, and data collect	Jul-10	3 years

Part 4: Contractual Partners and Sub-Contractors		Exhibit A
Sub-Contractor 1:		
Name of Organization:		
Type of Organization:	NONE	
Area of Expertise:		

EXHIBIT B: PROJECT BUDGET

Part 1: Task Item Budget

Exhibit B

Funds shall be expended consistent with this Exhibit B Budget. Expenditures may include variations in budget line items up to \$25,000.00 or 10 percent of the annual agreement total, whichever is less, but shall not exceed a cumulative maximum of \$50,000. Any variations in expenditures shall not change the total Grant Amount identified in Paragraph 3 of this Agreement. Grantee shall get advance written or e-mail approval from the State's Grant Manager of such variations in expenditures.

Project Work Task	Sub-tasks	Task Description	Other Funds	Grant Funds	Project Total
Task 1: All project related design work	Meeting coordination and	Lakeview Farms habitat restoration design and Auburn Ravine fish passage way and restoration design. This task will be completed by June 2008.	\$ 316,000		\$ 316,000
Task 2: Coon Creek riparian zone, streambank, and waterfowl habitat restoration		Lakeview Farms, a property on Coon Creek encumbered with conservation easements, habitat restoration.	\$ 437,008	0	\$ 437,008
Task 3: Red Sesbania Removal - Dry Creek		Red Sesbania Removal & Monitoring	\$ 36,500	\$ 36,500	\$ 73,000
Task 4: Auburn Ravine Fish Passage Restoration		Construct two cascade structures enhancing salmonid fish passage	\$ 295,200	\$ 265,000	\$ 560,200
Task 5: Community outreach		Outreach - Community meetings to update and educate the public and coordination with Lincoln High School biology and environmental science classes	\$ 5,000	\$ 5,000	\$ 10,000
Administration:		General project administration including final report, monthly reports, invoicing, and data collection.		\$ 33,145	\$ 33,145
Reporting:	Monthly, annual, special, final				
Invoicing:					
Data collection:					
CEQA or Permitting:		This tasks will be completed by June 2008.			
	Negative Declaration	NA			
	Mitigations	NA			
	EIR/EIS	EIR & Associated Studies - Category Exemption	\$ 42,000		\$ 42,000

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other permits	State 1602 Streambed Alteration, US Army Corp Section 404 of Clear Water Act; Regional Water Quality Control Board pursuant to Section 401 of Clean Water Act; Section 7 Consultation with NMFS pursuant to the federal Endangered Species Act (ESA); and cultural resources investigation pursuant to Section 106 of the National Historic Preservation Act.	\$ 54,000		\$ 54,000
TOTAL PROJECT BUDGET		\$ 1,185,708	\$ 339,645	\$ 1,525,353

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Part 2: Line Item Budget

Exhibit B

Funds shall be expended consistent with this Exhibit B Budget. Expenditures may include variations in budget line items up to \$25,000.00 or 10 percent of the annual agreement total, whichever is less, but shall not exceed a cumulative maximum of \$50,000. Any variations in expenditures shall not change the total Grant Amount identified in Paragraph 3 of this Agreement. Grantee shall get advance written or e-mail approval from the State's Grant Manager of such variations in expenditures.

Line-Item Details	Description	Other Funds	Grant Funds	Project Total
Total Salaries & Wages:				
Personnel Services:				
Class or title: Senior Water Operations Engineer/Manager - Nevada Irrigation District	Construction management and oversight - Auburn Ravine Fish Passage Project	\$ 25,200		\$ 25,200
	Cost per hour: \$45.00			
	Anticipated Hours: 400			
	Wages & Benefits (at 1.40 of hourly wage) - \$63.00/hour			
Class or title: NRCS Conservationist and Biologist	Technical support - Lakeview Farm Project	\$ 12,250		\$ 12,250
	Cost per hour: \$35.00			
	Anticipated Hours: 250			
	Wages & Benefits (at 1.40 of hourly wage) - \$49.00/hour			
Class or title: Placer County - Senior Planner Natural Resources	Technical support - Lakeview Farm Project & Auburn Ravine Fish Passage	\$ 16,758		\$ 16,758
	Cost per hour: \$38.00			
	Anticipated Hours: 300			
	Wages & Benefits (at 1.48 of hourly wage) - \$55.86/hour			
General Expenses:				
	Travel			
	Equipment			
	Supplies			
	Data			
	Software/Hardware			
Partner Contracts				
Professional & Consultant contracts		\$ 427,000	\$ 5,000	\$ 432,000
Construction Expenses		\$ 704,500	\$ 301,500	\$ 1,006,000
Overhead			\$ 33,145	\$ 33,145
TOTAL PROJECT BUDGET		\$ 1,185,708	\$ 339,645	\$ 1,525,353

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EXHIBIT C STANDARD CONDITIONS

- C-1 **GOVERNING LAW:** This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- C-2 **TIMELINESS:** Time is of the essence in this Grant Agreement.
- C-3 **AMENDMENT:** This Grant 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 Grantee for amendments must be in writing stating the amendment request and the reason for the request.
- C-4 **SUCCESSORS and ASSIGNS:** This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- C-5 **AUDITS:** State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Grantee to conduct a final audit, at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may elect to pursue any other action it deems necessary to protect its interests.
- Pursuant to Government Code Section 8546.7, the parties shall be subject to the examination and audit of State for a period of three years after final payment under this Grant Agreement with respect of all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of Grantee or subcontractors shall be preserved for this purpose for at least three (3) years after Project completion.
- C-6 **ACCOUNTING and DEPOSIT of GRANT DISBURSEMENT:**
- a) **Separate Accounting of Grant Disbursement and Interest Records:** Grantee shall account for the money disbursed pursuant to this Grant Agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts, disbursements, and interest earned on expenditures of such funds. Grantee 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 Grant Agreement shall be deposited, administered, and accounted for pursuant to the provisions of applicable law.
 - c) **Remittance of Unexpended Funds:** Grantee, within a period of sixty (60) calendar days from the final disbursement from State to Grantee of grant funds, shall remit to State any unexpended funds that were disbursed to Grantee under this Grant Agreement and were not needed to pay Eligible Project Costs.
- C-7 **RETENTION:** State may withhold ten percent (10.0%) of the funds requested by Grantee for reimbursement of Eligible Project Costs until the Project is completed and is accepted by the State.
- C-8 **BUDGET CONTINGENCY:** Work performed under this agreement is subject to availability of funds through the State's normal budget process. If funding for this agreement is reduced, deleted, or delayed by the Budget Act or through other budget control actions, the State shall have the option to either: cancel this Agreement, to offer to the Grantee an Agreement Amendment reflecting the reduced amount, or to suspend

work. In the event of cancellation or suspension of work, the State shall provide written notice to the contractor and be liable for any work completed pursuant to the contract up to the date of the written notice and shall have no liability for payment for work undertaken after such date. In the event of a suspension of work the State may remove the suspension of work through written notice to the contractor. The State shall be liable for payment for work completed from the date of written notice of the removal of the work suspension forward, consistent with other terms of this agreement. In no event shall DWR be liable to contractor for any costs or damages associated with any period of suspension invoked pursuant to this provision, nor shall DWR be liable for any costs in the event that after a suspension no funds are available and the contract is then cancelled based on budget contingencies.

- C-9 **COMPETITIVE BIDDING and PROCUREMENTS:** Grantee shall comply with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations in Grantee's contracts with other entities for acquisition of goods and services and construction of public works with funds provided by State under this Grant Agreement.
- C-10 **ACKNOWLEDGEMENT of CREDIT:** Grantee shall include appropriate acknowledgement of credit to the State and to all cost-sharing partners for their support when promoting the Project or using any data and/or information developed under this Grant Agreement.
- C-11 **TRAVEL:** Travel includes the costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Grant Agreement. Travel and per diem shall be reimbursed consistent with the rates current at the time of travel. These rates are published at <http://www.dpa.ca.gov/jobinfo/statetravel.shtml> or its successor Web site.
- C-12 **DISPOSITION of EQUIPMENT:** Grantee(s) shall provide to State, not less than 30 days prior to submission of the final invoice, an itemized inventory of equipment purchased with grant funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$500 per item. Within 60 days of receipt of such inventory State shall provide Grantee(s) with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee(s). State shall arrange for delivery from Grantee(s) of items that it takes title to. Cost of transportation, if any, shall be borne by State.
- C-13 **PATENT, COPYRIGHT AND TRADEMARK PROPERTY RIGHTS:** State and Grantee(s) agree that all Patent, Copyright and Trademark property rights arising from the project, to the extent that they are invented, created, produced or developed by Grantee(s) with funds provided by State, shall be in the public domain and may be used by any entity for any lawful purpose.
- C-14 **SOFTWARE COPYRIGHT:** Where software usage is an essential element of performance under the Agreement, Grantees certify that they have appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for acquisition, operation or maintenance of computer software in violation of copyright laws.
- C-15 **RIGHTS in DATA:** The Grantee 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 Agreement shall be in the public domain. The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Agreement, subject to appropriate acknowledgement of credit to the State for financial support. The Grantee 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 Grantee shall notify the State Grant Manager if the Grantee publishes any data developed under this Grant.
- C-16 **PROHIBITION AGAINST DISPOSAL of PROJECT WITHOUT STATE PERMISSION:** Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real property interests acquired with grant funds and necessarily connected or used in conjunction with the Project, or with Grantee's service of water,

without prior permission of State. Grantee 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 Grantee to meet its obligations under this Grant Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property purchased with State funds be remitted to State.

- C-17 **NO THIRD PARTY RIGHTS:** The parties to this Grant Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking established herein.
- C-18 **OPINIONS and DETERMINATIONS:** Where the terms of this Grant 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.
- C-19 **SUIT on GRANT AGREEMENT:** Each of the parties hereto may sue and be sued with respect to this Grant Agreement.
- C-20 **CLAIMS DISPUTE:** Any claim that Grantee may have regarding the performance of this Grant Agreement including, but not limited to claims for additional compensation or extension of time, shall be submitted to the Director, Department of Water Resources, within thirty (30) calendar days of Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to the Grant Agreement to implement the terms of any such resolution.
- C-21 **REMEDIES Not EXCLUSIVE:** The use by either party of any remedy specified herein for the enforcement of this Grant 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.
- C-22 **SEVERABILITY:** If any provision of this Grant Agreement is held invalid or unenforceable by any court of final jurisdiction, all other provisions of the Agreement shall be construed to remain fully valid, enforceable, and binding on the parties.
- C-23 **WAIVER of RIGHTS:** None of the provisions of this Grant 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 Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full forces and effect.
- C-24 **TERMINATION for CAUSE:** The State may terminate this Grant Agreement and be relieved of any payments should Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein provided.
- C-25 **INDEPENDENT CAPACITY:** Grantee, and the agents and employees of Grantee, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- C-26 **INDEMNIFICATION:** Grantee agrees to indemnify State and its officers, agents, and employees against and to hold the same free and harmless from any and all claims, demands, damages, losses, costs, expenses, or liability due or incident to, either in whole or in part, and whether directly or indirectly, resulting from the grant project.
- C-27 **CONFLICT of INTEREST**
- 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 Employee:** 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-28 **WORKERS' COMPENSATION:** Grantee affirms that it is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Grant Agreement and will make its contractors and subcontractors aware of this provision.

C-29 **AMERICANS with DISABILITIES ACT:** By signing this Grant Agreement, Grantee 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.

C-30 **NONDISCRIMINATION CLAUSE:** During the performance of this Grant Agreement, Grantee, its contractors and subcontractors shall not deny the Grant Agreement's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical handicap, or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex. Grantee shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

Grantee, its contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 *et seq.*), the regulations promulgated there under (California Code of Regulations, Title 2, Section 7285.0 *et seq.*), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.5) and the regulations or standards adopted by the awarding State Agency to implement such articles.

Grantee, its contractors and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under the Grant Agreement.

Grantee's signature on this Grant Agreement shall constitute a certification under the penalty of perjury under the laws of State of California that Grantee has, unless exempted, complied with the nondiscrimination program requirements of Government Code, Section 12990, and Title 2, California Code of Regulations, Section 8103.

C-31 **DRUG-FREE WORKPLACE CERTIFICATION**

Certification of Compliance: By signing this Grant Agreement, Grantee, 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 (Government 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(a).

- b) Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(b) to inform employees, contractors, or subcontractors about all of the following:
 - 1. The dangers of drug abuse in the workplace,
 - 2. Grantee's policy of maintaining a drug-free workplace,
 - 3. Any available counseling, rehabilitation, and employee assistance programs, and
 - 4. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- c) Provide as required by Government Code Sections 8355(c), that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
 - 1. Will receive a copy of Grantee's drug-free policy statement, and
 - 2. Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.

Suspension of Payments: This Grant Agreement or grant may be subject to suspension of payments or termination, or both, and Grantee may be subject to debarment if the State determines that:

- a) Grantee, its contractors, or subcontractors have made a false certification, or
- b) Grantee, its contractors or subcontractors, violates the certification by failing to carry out the requirements noted above.

C-32 **UNION ORGANIZING:** Grantee, by signing this Grant Agreement, hereby acknowledges the applicability of Government Code 16645 through 16649 to this Grant Agreement. Furthermore, Grantee, by signing this Grant Agreement, hereby certifies that:

- a) No State funds disbursed by this Grant Agreement will be used to assist, promote, or deter union organizing.
- b) Grantee shall account for State funds disbursed for a specific expenditure by this Grant Agreement to show those funds were allocated to that expenditure.
- c) Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the grant program.
- d) If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that Grantee shall provide those records to the Attorney General upon request.

EXHIBIT D
GRANTEE LETTER OF COMMITMENT



COUNTY OF PLACER
Community Development Resource Agency

John Marin, Agency Director

PLANNING

Michael J. Johnson, AICP
Planning Director

June 1, 2007

Department of Water Resources
Division of Planning and Local Assistance – Watershed Program
Attention: Kristyne Miller
901 P Street, 2nd Floor
Sacramento, CA 95814

Re: CALFED Watershed Program Implementation Grant Concept Proposal – American Basin Watershed Restoration Program

Dear Ms Miller:

Please find attached Placer County Planning Department's \$ 506,645 CALFED Watershed Program Implementation Grant Full Proposal application to fund restoration projects in the American Basin Watershed. The American Basin Watershed Restoration Project has three components: Fish Passage Restoration - Auburn Ravine; and Red Sesbania removal - Dry Creek; Lakeview Farms Riparian Restoration - Coon Creek. Placer County and its project partners fully support the American Basin Watershed Restoration Project which will implement key Auburn Ravine, Coon Creek, and Dry Creek watershed plan objectives.

Moreover, the components of this proposed are consistent with the objectives of the CALFED Watershed Program. The American Basin Watershed Restoration Project will broaden participation amongst water agencies, non-profits, state and federal agencies and landowners. It sets the stage for a whole new level of collaboration with a much broader set of partners who may have not worked together before. Our project directly implements CALFED Ecosystem Restoration program actions including: restoring, protecting and managing diverse habitat types representative of the Bay-Delta system and its watershed; reconnecting Bay-Delta tributaries with their floodplains; developing prevention and control programs for invasive species; reducing or eliminating fish passage barriers; and performing research to provide information needed to define problems and to design and prioritize restoration actions.

I hope the CALFED Watershed Program Implementation Grant can assist Placer County and all our project partners with funding all three components of our proposal to make our joint vision a reality. Please feel free to contact me if you have any questions concerning our proposal.

Sincerely,

MICHAEL J. JOHNSON, AICP
Planning Director

Auburn Ravine Passage Project and Red Sesbania Removal Budget Breakdown

Project Phase	Funding Source	Amount
Pre-construction -Fish Passage		
Auburn Ravine (funds are encumbered)		
	City of Lincoln	\$10,000
	Nevada Irrigation District	\$50,000
	Placer County- CDRA (Mandatory match)	\$200,000
	Total	<u><u>\$260,000</u></u>
Construction - Fish Passage (funds have yet to be encumbered)		
	City if Lincoln	\$15,000
	Nevada Irrigation District	\$100,000
	Granite Bay Flycasters	\$10,000
	Placer County- CDRA (Mandatory match)	\$50,000
	Bella Vista Foundation	\$55,000
	CALFED	\$303,645
	Total	<u><u>\$533,645</u></u>
Red Sesbania Eradication -(funds have yet to be encumbered)		
	CALFED	\$36,000
	Placer County - CDRA (Mandatory match)*	\$10,000
	Total	<u><u>\$46,000</u></u>
	ALL PROJECT PHASES TOTAL	\$839,645
	Funds Yet to be Encumbered	\$569,645

* The County's contribution to the overall project is a math of \$260,000 of which \$205,000 is already committed by virtue of Board of Supervisor approvals in October of 2007.

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