

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

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

COUNTY OF YOLO

FOR

YOLO FLOOD RISK REDUCTION FEASIBILITY STUDY

A PART OF THE SMALL COMMUNITIES FLOOD RISK REDUCTION PROGRAM

UNDER

**THE CALIFORNIA DISASTER PREPAREDNESS AND FLOOD PREVENTION
BOND ACT OF 2006, PUBLIC RESOURCES CODE SECTION 5096.800, ET SEQ.**

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FUNDING AGREEMENT BETWEEN THE DEPARTMENT OF WATER RESOURCES

AND

COUNTY OF YOLO

**UNDER THE CALIFORNIA DISASTER PREPAREDNESS AND FLOOD PREVENTION BOND
ACT OF 2006**

(Public Resources Code § 5096.800 et seq.)

THIS FUNDING AGREEMENT is entered into by and between the Department of Water Resources (DWR) and the County of Yolo, a public agency, in the State of California (State), duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee," which parties do hereby agree as follows:

1. PURPOSE:

DWR shall provide funding from the Disaster Preparedness and Flood Prevention Bond Act of 2006 (Proposition 1E; Pub. Resources Code § 5096.800, et seq.) to the Grantee to assist in financing the Feasibility Study as defined in the attached Scope of Work, Exhibit A (Project) pursuant to the Small Communities Flood Risk Reduction (SCFRR) Program. Nothing herein shall preclude the Grantee from proceeding, self-funded, with work that has not been deemed eligible by DWR.

2. TERM OF THE AGREEMENT:

The term of this Agreement shall be from the date this Agreement is executed by DWR 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 31, 2019 and no funds may be requested after July 31, 2019.

3. FUNDING AMOUNT:

The maximum amount payable by DWR under this Agreement shall not exceed **\$500,000**. The Grantee agrees to fund any additional costs necessary to complete the Project. Such additional costs are the sole responsibility of the Grantee.

4. ELIGIBLE COSTS:

The Grantee shall seek reimbursement only for Eligible Costs in accordance with applicable provisions of the law and as described in Exhibit B of this Agreement. Eligible costs are the reasonable and necessary actual costs associated with the Project incurred upon execution of this Agreement. The execution date of this Agreement is the date of the final signature by the State. Further information as to what costs are eligible and ineligible may be found in the SCFRR Program Guidelines (September 2016) which are incorporated herein by reference.

5. PROGRAM AND PROJECT MANAGERS:

Either party may change its Project Manager upon written notice to the other party. DWR's Project Manager shall be Robert Crane, SCFRR Program Manager. Except as set forth in Paragraph 16, DWR's Project Manager shall be DWR's representative and shall have the authority to make determinations and findings with respect to each controversy arising under or in connection with the interpretation, performance, or payment for work performed under the Agreement.

The Grantee's Project Manager shall be Elisa Sabatini, Manager of Natural Resources. The Grantee's Project Manager shall be the Grantee's representative for the administration of the Agreement and shall have full authority to act on behalf of the Grantee, including authority to execute all payment requests.

DWR's Program Manager shall be the DWR Division of Flood Management Chief. DWR's Program Manager shall execute the Agreement and any amendments thereto.

6. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

The Project is exempt from CEQA compliance pursuant to California Code of Regulations, title 14, sections 15262 and 15304. A feasibility study is a document involving planning for possible future actions and geotechnical activities are minor alterations to land subject to the exceptions listed in California Code of Regulations, title 14, section 15300.2. The Grantee shall file a Notice of Exemption (NOE) or Notice of Determination (NOD), as it deems appropriate, with its County Clerk, or with the State Office of Planning and Research. The Grantee acknowledges that the filing of the NOE or NOD is a condition precedent to the disbursement of any grant funds pursuant to this Agreement.

7. GRANTEE'S RESPONSIBILITIES:

The Grantee or its authorized representatives shall be responsible for work and for persons or entities engaged in work, including, but not limited to, contractors, partners, subcontractors, suppliers, and providers of services. The Grantee 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 the Grantee's partners, contractors and subcontractors. DWR will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work. The Grantee or its representatives shall fulfill the Grantee's obligations under the Agreement and shall be responsible for the quality of the Project. The Grantee shall faithfully and expeditiously perform or cause to be performed all work as described in Exhibit A, Scope of Work and in accordance with Exhibit B, Budget and Schedule.

8. RELATIONSHIP OF PARTIES:

The Grantee is acting in its independent capacity and is solely responsible for the Project as set forth in the Scope of Work in Exhibit A. Review or approval of the Project or other planning documents by DWR is solely for the purpose of proper administration grant funds by DWR and shall not be deemed to relieve or restrict responsibilities of the Grantee under this Agreement.

9. GRANTEE REPRESENTATIONS:

The Grantee accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, accompanying documents, amendments, and communications filed in support of its request for funding. The Grantee shall comply with and require its contractors, subcontractors, and providers of services to comply with all applicable State laws and regulations.

10. REQUIREMENTS FOR DISBURSEMENT:

The Grantee shall meet all conditions precedent to the disbursement of money under this Agreement, including filing an NOE pursuant to Paragraph 6, and Basic Conditions, Paragraph 11. Failure by the Grantee to comply may, at the option of DWR, result in termination of the Agreement. DWR shall have no obligation to reimburse funds under this Agreement unless and until the disbursement is in accordance with requirements of Proposition 1E. For disbursements of funds for the Project, the Grantee shall continue to meet the Basic Conditions stated in Paragraph 11.

11. BASIC CONDITIONS:

DWR shall have no obligation to disburse funds for the Project under this Agreement unless and until the Grantee has satisfied DWR's requirements for disbursement, which include:

- a. The Grantee demonstrates compliance with the provisions of the Agreement.
- b. As required by this Agreement, the Grantee submits timely quarterly progress reports as required by Paragraph 17.

12. STATEMENT OF COSTS:

The Grantee shall provide DWR with a Statement of Costs.

- a. The Grantee shall provide a statement of the incurred Eligible Costs for work performed during the period identified in the particular statement. The Statement of Costs shall include:
 - i. The date of the invoice, the time period covered by the invoice, and the total amount due;
 - ii. Itemized costs based on the categories specified in Exhibit B, Budget and Schedule. The amount claimed for salaries/wages/consultant fees must be based on a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed);
 - iii. Delineation between costs claimed for reimbursement from DWR's funding amount and the Grantee's costs as set forth in Paragraph 3;
 - iv. Original signature and date (in ink) of the Grantee's authorized representative or Project Manager.
- b. DWR will provide payment for those Eligible Costs that were incurred after DWR's execution of this Agreement.

- c. DWR will review each Quarterly Progress Report and each Statement of Costs to determine whether claimed costs are Eligible Costs and whether the Grantee has provided adequate information to verify that claimed expenses were incurred.
- d. DWR may reject a Statement of Costs if: (1) it is submitted without signature; or (2) it is submitted under signature of a person other than the Grantee's Project Manager or the Grantee's authorized representative.
- e. A Statement of Costs containing a mathematical error will be corrected by DWR, after a telephone call or email to the Grantee; and will thereafter be treated as if submitted in the corrected amount. DWR will provide the Grantee with notification of the corrected Statement of Costs.
- f. DWR will notify the Grantee by mail or e-mail, whenever, upon review of a Statement of Costs, DWR determines that any portion or portions of the costs claimed: (1) are ineligible to be paid under Federal or State law, or the terms of this Agreement; (2) do not constitute Eligible Costs approved by DWR for funding under the terms of this Agreement; or (3) are not supported by invoices or receipts acceptable to DWR. The Grantee may, within thirty (30) days of the date of receipt of such notice, submit additional documentation to DWR to cure such deficiency(ies). If the Grantee fails to timely submit adequate documentation curing the deficiency(ies), DWR will adjust the pending Statement of Costs by the amount of the ineligible and/or unapproved cost(s). The Grantee may continue to submit additional documentation in support of rejected cost(s) and may include such cost(s) with additional supporting documentation on a subsequent Statement of Costs. Disputes concerning whether costs are Eligible Costs and have been adequately documented will be resolved in accordance with the dispute resolution process set forth in Paragraph 16.
- g. All Statements of Costs shall be accompanied by a statement signed by the Grantee's Project Manager or authorized representative that the statement is correct to the best of his or her knowledge and belief after an investigation that is reasonable under the circumstances and is submitted under penalty of perjury.
- h. At the sole discretion of DWR, DWR may modify the requirements for preparation and submittal of Statements of Costs in order to improve administration of this Agreement or to ensure compliance with the Governor's Executive Order on accountability for bond funds, Executive Order S-02-07, or other legal requirements.

13. METHOD OF PAYMENT FOR ELIGIBLE PROJECT COSTS:

After the disbursement requirements in Paragraph 10 are met, the Grantee shall provide to DWR a Statement of Costs in accordance with Paragraph 12 and timely progress reports in accordance with Paragraph 17. Following receipt of the Statement of Costs and timely progress reports, the State will disburse the whole or portions of the funding commitment to the Grantee.

Payment will be made, in arrears, within 60 days after receipt of an invoice bearing the Grantee's name. The Grantee shall submit the original and three (3) copies of the invoice form to the following address:

Department of Water Resources
Division of Flood Management
Attention: Nahideh Madankar
3464 El Camino Ave, Suite 200
Sacramento, CA 95821-9000

14. DISBURSEMENT:

Following the review of each Statement of Cost, DWR will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes and pursuant to Paragraphs 7 and 10. Notwithstanding any other provision of this 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. All money disbursed pursuant to this Agreement shall be used solely to pay Eligible Costs and deposited, administered, and accounted for pursuant to the provisions of applicable law. Funds will be disbursed by the State in response to each approved invoice, and in accordance with Exhibit B, Budget and Schedule. Any and all money disbursed to the Grantee under this Agreement shall be used solely to pay Eligible Costs.

15. WITHHOLDING OF FUNDING DISBURSEMENT BY STATE:

If DWR determines the Scope of Work is not being implemented in accordance with the provisions of this Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Agreement, and if the Grantee does not remedy any such failure to DWR's satisfaction, DWR may withhold from the Grantee all or any portion of the grant funds and take any other action that it deems necessary to protect the State's interests. DWR may require the Grantee to immediately repay all or any portion of the disbursed funding amount with interest, consistent with its determination. DWR may consider the Grantee's refusal to repay the requested funding amount a contract breach subject to the default provisions in Paragraph 16. If DWR notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by the Grantee and shall no longer be binding on either party.

16. DEFAULT PROVISIONS AND DISPUTE RESOLUTION:

The Grantee will be in default under this Agreement if any of the following occur:

- a. Breach of this Agreement, or any supplement or amendment to it, or any other agreement between the Grantee and the State evidencing or securing the Grantee's obligations;
- b. Making any false warranty, representation, or statement with respect to this Agreement;
- c. Failure to complete the Project in accordance with this Agreement; or,

- d. Failure to make any remittance required by this Agreement.

Should an event of default occur, DWR shall provide a notice of default to the Grantee. If the Grantee fails to cure the default within a reasonable period of time (not less than 10 days) prescribed by DWR, DWR may do any or all of the following:

- a. Require repayment of any grant funds disbursed, 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 the Grantee;
- c. Terminate this Agreement; and,
- d. Take any other action that it deems necessary to protect its interests.

Any claim the Grantee may have regarding the performance of this Agreement including, but not limited to claims for an extension of time, shall be submitted to the Program Manager within thirty (30) calendar days of the Grantee's knowledge of the claim. DWR and the Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to the Agreement to implement the terms of any such resolution.

Before either party to this Agreement may bring suit in any court concerning an issue relating to this Agreement, that party must first seek in good faith to resolve the issue through negotiation or other forms of nonbinding alternative dispute resolution mutually acceptable to the parties. Any costs of dispute resolution shall be shared evenly by the parties. Except as specifically provided in this Agreement, the existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

In the event of litigation between the parties arising from this Agreement, it is agreed that each party shall bear its own filing costs and attorney fees, and that any such action 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 Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.

17. SUBMISSION OF PROGRESS REPORTS:

The submittal and approval of all progress reports is a requirement for the successful completion of this Agreement. Progress 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 DWR. All progress reports shall be submitted along with the invoices to the address in Paragraph 13, and shall be submitted in both electronic and hard copy forms. If requested, the Grantee shall promptly provide any additional information deemed necessary by DWR for approval of progress reports. Progress reports shall be presented in the formats described in Exhibit D. The submittal and approval of progress reports is a requirement for processing each Statement of Costs. Submittal of a Project Completion Report is a requirement for the release of any funds retained for the Project.

- a. Quarterly Reports: Beginning the month that the Agreement is executed by DWR, and for the duration of the Agreement, the Grantee shall submit to DWR a

Quarterly Progress Report which explains the status of the Project described in the Scope of Work, Exhibit A. Reports shall be submitted by the last day in each Quarter month. Progress reports shall summarize the work as outlined in Exhibit D.

- b. Project Completion Report: Upon completion of the tasks for the Project included in Exhibit A, Scope of Work, the Grantee shall prepare and submit to DWR a Project Completion Report. The Grantee shall submit a Project Completion Report within ninety (90) calendar days of completion of all tasks in the Scope of Work. The Project Completion Report shall summarize the work as outlined in Exhibit D.
- c. Compliance with Executive Order S-02-07: At the sole discretion of DWR, DWR may modify the requirements for preparation and submittal of work plans and reports called for in this Agreement in order to improve administration of the State-Federal Flood Control System Modification Program or ensure compliance with the Governor's Executive Order on accountability for bond funds, Executive Order S-02-07, or other legal requirements.

18. PERFORMANCE EVALUATION:

The Grantee's performance under this Agreement will be evaluated by DWR after completion.

19. NOTIFICATION OF STATE:

The Grantee shall promptly notify, in writing, the State of the following items:

- a. Events or proposed changes that could affect the scope, budget, or work performed under this Agreement. The Grantee agrees that no substantial change in the scope of the Project will be undertaken until written notice of the proposed change has been provided to DWR and DWR has given written approval for such change.
- b. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by DWR or the State's representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.
- c. Completion of work on the Project.

20. 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. 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, followed by submittal of a hard copy. 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 seven (7) 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 by facsimile will be effective on the date of successful transmission, which is documented in writing. Notices shall be sent to the following addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below:

Department of Water Resources
Division of Flood Management
Attention: Robert Crane
3464 El Camino Ave, Suite 200
Sacramento, CA 95821-9000

County of Yolo
Attention: Elisa Sabatini, Natural Resources Manager
625 Court St., RM 202
Woodland, CA 95695

21. MODIFICATION OF OVERALL WORK PLAN:

At the request of the Grantee, DWR, may, at its sole discretion, approve non-material changes to the Scope of Work which concern the budget and schedule without formally amending this Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the line items within the budget and will not result in an increase in the amount of the DWR Funding Commitment set forth in Paragraph 3. Non-material changes with respect to the Project schedule are changes that will not extend the Term of this Agreement which is set forth in Paragraph 2. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to DWR in writing and are not effective unless and until specifically approved by the DWR Project Manager in writing.

If the Grantee and DWR agree to a material change with respect to the Overall Work Plan that decreases the Eligible Costs in Paragraph 4, the parties agree there shall be proportionate reduction in the limit on State funds set forth in Paragraph 3.

DWR may, without requiring an amendment to this Agreement, increase DWR's Funding Commitment set forth in Paragraph 3, if changes in the Scope of Work, agreed to by the parties, require such increase. A request for an increase in DWR's Funding Commitment is not effective unless and until specifically approved by DWR's Project Manager in writing.

22. INCORPORATION OF STANDARD CONDITIONS AND GRANTEE COMMITMENTS:

The following exhibits are attached and made a part of this Agreement by this reference:

- Exhibit A – Scope of Work
- Exhibit B – Budget and Schedule
- Exhibit C – Standard Conditions
- Exhibit D – Progress Report Format and Requirements
- Exhibit E – Guidelines for Grantees under DWR Funding Programs
Documents Required for State Audits
- Exhibit F – Local Agency Resolution

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

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

COUNTY OF YOLO



Eric Koch, P.E., Chief
Division of Flood Management



Patrick Blacklock, County Administrator

Date 12-21-17

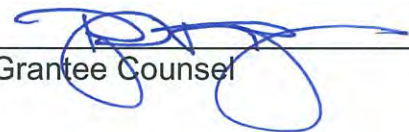
Date 10-30-17

Approved as to Legal Form and Sufficiency
for DWR

Approved as to Legal Form and Sufficiency
for County of Yolo



Robin Brewer, Assistant Chief Counsel
Office of the Chief Counsel



Grantee Counsel

Date 12-4-17

Date 12/30/17

Exhibit A - Scope of Work

YOLO FLOOD RISK REDUCTION FEASIBILITY STUDY

The County of Yolo (Grantee) under the California Department of Water Resources (DWR) Small Community Flood Risk Reduction (SCFRR) Program will prepare the Yolo Flood Risk Reduction Feasibility Project (Project). The Project area is located in the vicinity of the Town of Yolo, located within the State Plan of Flood Control (SPFC), in Yolo County, Figure 1.

The SPFC project levee in the vicinity of Yolo is maintained by the California Department of Water Resources (DWR) Cache-Sacramento Maintenance Yard. The Cache-Sacramento Maintenance Yard is considered to be the Local Maintaining Agency (LMA) for the SPFC project levees in the vicinity of Yolo.

The Grantee will utilize a Consultant Team (Team) to prepare the Project. The Team is composed of MBK Engineers, GEI Consultants Inc., HDR Engineering, Inc., Larsen Wurzel & Associates, Inc., and Douglas Environmental.

Scope of Work

Task 1 Project Management, Coordination, and Stakeholder Outreach

1.1 Confirm Limits of Project Area with DWR, Grantee and LMAs

The Project area will encompass areas north, west and east of the community of Yolo, Figure 2. The Project area will include the SPFC levee system along the left bank of Cache Creek and the peripheral agricultural lands adjoining the community of Yolo. The Project area also includes land on the south side of Cache Creek and the right bank (south) levee of the Cache Creek SPFC system to address any potential hydraulic impacts with improving/raising the left bank levee of Cache Creek fronting the community of Yolo.

The Team will confirm the limits of the Project area with DWR, Yolo County, and other stakeholders.

1.2 Confirm Study Goals and Objectives with LMAs and DWR

The Project goal is to achieve a 100-year level of flood protection for Yolo by improving the SPFC levee along the left bank of Cache Creek. The Grantee will reconfirm these project goals and objectives with DWR and the local stakeholders at the commencement of the feasibility study efforts.

1.3 Perform Project Management and Coordination

The Grantee will coordinate with DWR and stakeholders throughout the Project and the preparation of the draft and final feasibility study reports. Project management also includes preparation of progress reports, reimbursement requests to DWR and notes that will document meetings with project stakeholders and DWR.

1.4 Perform Stakeholder Outreach and Coordination

The Project will identify and coordinate with stakeholders through outreach and meetings.

Task 1 Deliverables

- 1.1 Project Area Definition
- 1.2 Final List of Study Goals and Objectives
- 1.3 Periodic Progress Reports with Project Cost Reimbursement Requests
- 1.3 Meeting Notes
- 1.4 Final List of Stakeholders

Task 2 Identify Problems and Opportunities Including Multiple Benefits**2.1 Identify Community Flooding Problems, Issues and Environmental Constraints**

The Grantee will identify flooding problems and issues through research of past flooding events and maintenance issues for the flood protection system in the Project area. This research will include local history, DWR's Flood System Repair project (FSRP) information, and the DWR Non-Urban Levee Elevation (NULE) Geotechnical Assessment Report (GAR). The existing information will be used to identify those portions of the levee system that are not considered stable during the 100-year flood event.

Under this Task, an environmental constraints analysis for the Project area will be conducted with a focus along the Lower Cache Creek left bank levee system. The environmental constraints analysis (ECA) will include resource studies including a wetland survey, database and records searches for biological and cultural resources, desktop assessments with site surveys, if necessary, to confirm desktop results.

The Project will include a wetland survey through review of existing National Wetland Inventory maps, topographic maps and aerial photographs, and soils information (soil survey soil types in geographic information system [GIS]) for the Project area to assess the potential for wetlands and waters of the U.S. or State to occur. If necessary, this will be followed with a field survey of the Project area to ground truth and verify potential presence of wetlands and waters. This Task does not include a formal jurisdictional wetland delineation as the wetland survey will identify potential environmental constraints. Locations of potential wetlands and waters would be captured using global positioning system (GPS) and mapped for use during the alternatives formulation and evaluation tasks. To the extent practical, this survey will be scheduled to occur in conjunction with the biological resources survey. Results of this wetland survey will be presented in the biological resources technical memorandum (TM).

The Project will include a biological resources survey through review of the U.S. Fish and Wildlife Service species list and California Natural Diversity Database, and review of previous environmental reports in the study area vicinity (if any) for information on potential occurrence of special-status species in the Project area. The biological resources survey may include a field survey to assess and map habitats in the study area and confirm special-status species that may be present. Habitat data will be recorded in the field using GPS and will be mapped using GIS for use in the biological resources TM and ECA. The results of the biological resources survey will be included in the TM and summarized in the ECA.

The Project will include a cultural resources record search for the Project area through the North Central Information Center. The record search will be conducted for the potential alternatives footprints and a 0.25-mile radius from the footprints. The results of the record search will be reviewed and incorporated into the ECA. In addition, a field reconnaissance survey will be completed within the Project area to assess and identify potential historic resources that are not

identified in the records search. The results of the survey will be included in a cultural resources TM. The cultural resources TM will be used as part of the communication tools with local tribes to solicit input on the project alternatives and for CEQA requirements for the alternative identified for future implementation.

2.2 Identify Opportunities, including Potential Multiple Benefits

The embankments of Interstate 5 and the existing railroad west of Yolo will be evaluated to determine if they can serve as high ground to minimize or eliminate levee improvements upstream and west of Interstate 5 and other potential alternatives.

The Grantee will explore opportunities for recreation and eco-system restoration in or near the adjoining Cache Creek channel. Opportunities may exist for enhancing public access and uses along the Lower Cache Creek corridor adjoining and beyond the community of Yolo. Other opportunities may include working with the Cache Creek Conservancy to enhance restoration of portions of the creek upstream of the project and/or creating recreational trails or paths connecting the town of Yolo with the Cache Creek Nature Preserve. The Grantee will explore, coordinate, and evaluate potential opportunities to make sure they will be feasible and practicable in association with any flood control improvements and also consistent with the Central Valley Flood Protection Plan (CVFPP) Conservation Strategy, the State Systemwide Investment Approach (SSIA), and the Lower Sacramento/North Delta Regional Flood Management Plan (RFMP). Another opportunity to be pursued is to identify a single LMA to provide maintenance for all of the levees that protect Yolo. New and improved features will require more robust maintenance.

2.3 Prepare and File CEQA Notice of Exemption

Under this Task, a notice of exemption (NOE) under CEQA, in compliance with the SCFRR Solicitation Package, will be prepared for the Project. One electronic copy of the Draft NOE will be submitted to Yolo County Clerk for review. Upon receipt of the County's comments, final NOE will be submitted and filed with the County Clerk. A copy of the NOE will be submitted to DWR's SCFRR Program.

Task 2 Deliverables

- 2.1 Description of Community Flooding Problems and Issues
- 2.1 Biological Resources TM with Wetland Features and Descriptions
- 2.1 Cultural Resources TM
- 2.1 Environmental Constraints Analysis TM
- 2.2 List of Opportunities for the Project Area
- 2.3 CEQA Notice of Exemption

Task 3 Identify Sources, Extent, and Timing of Flooding

3.1 Determine Flood Extent for the Project Area

The Grantee will research and obtain all existing flood information in the vicinity of Yolo to evaluate the impacts to the community of Yolo for both existing and proposed conditions if a levee failure were to occur along Cache Creek. The best available hydraulic model information from the DWR Central Valley Flood Evaluation and Delineation (CVFED) program will be used to evaluate both existing and proposed conditions. The Grantee will research and obtain any mapping that shows the results of the potential flood depths, overbank flood flows and the time it

takes to inundate evacuation routes and critical facilities with floodwater by one-foot as well as maximum flood depths.

Task 3 Deliverables

- 3.1 Flood Inundation Map for the Study Area Showing Extent, Depth of Flooding, and Timing of Inundation.

Task 4 Quantify Flood Risks and Potential Flood Damages

4.1 Quantify Current Flood Risks and Damages

The Grantee will conduct an assessment of the existing flood risks and potential damages under existing conditions for the community of Yolo using simplified methods to indicate the likely damages to property improvements, building improvements and contents, and critical infrastructure in the event of a SPFC levee breach adjacent to or near Yolo. The Grantee will rely on information available from the 2012-2107 CVFPP planning efforts and associated Basinwide Feasibility Study (BWFS) for this analysis.

The Grantee will review and analyze past available studies to develop levee performance curves (or “fragility curves”) for the different levee segments in the Project area, to identify a frequency of flooding and estimate flood damages. The levee performance curves will also be used to identify critical stretches of levee instability for consideration of structural improvements to reduce flood risk for Yolo.

4.2 Identify Future Risk Conditions, Including Adjustments for Climate Change

The Project will identify future risk conditions with appropriate adjustments for climate change, consistent with adjustments developed for the 2017 CVFPP and supporting BWFS.

Task 4 Deliverables

- 4.1 Map Showing Vulnerable Reaches of the Levee System
- 4.1 Performance Curves for the Vulnerable Reaches
- 4.1 Expected Flood Damages for the Project Area for Existing Conditions
- 4.2 Adjusted Performance Curves for Climate Change
- 4.2 Expected Flood Damages for the Project Area for Future Conditions

Task 5 Formulate Alternatives to Reduce Flood Risk

5.1 Solicit Input of LMAs, DWR and Identified Stakeholders during Formulation of Alternatives

The Grantee’s Team will meet with the LMAs, DWR, and the stakeholders to identify and formulate both structural and non-structural measures/solutions that will be potentially evaluated and considered for implementation.

5.2 Formulate Structural Alternatives

This Task will formulate structural alternatives to address the goals and objectives and problems and opportunities identified in Task 1 and Task 2 and document the structural alternatives formulated for evaluation in Task 6.

5.3 Formulate Non-Structural Alternatives

Non-structural solutions for the Project area will be formulated, including but not limited to the following:

- Changes to the National Flood Insurance Program (NFIP)
- An emergency flood fight plan
- A flood emergency evacuation plan
- A flood evacuation warning system
- A voluntary structure elevation and flood-proofing program

The Grantee will consider the recommendations of the Agricultural Floodplain Ordinance Task Force (AFOTF) working group in the Sacramento River Basin to promote a sustainable agricultural economy in the floodplain and for the benefit of Yolo.

5.4 Identify Potential Multiple Objective Features

While initiating the public engagement and stakeholder process in Task 1, the Grantee will investigate the potential to integrate multiple objective features, habitat enhancement and improved recreation opportunities near or within the adjoining Cache Creek corridor.

Task 5 Deliverables

- 5.2 Array of Structural Alternatives
- 5.3 Array of Non-Structural Alternatives
- 5.4 Array of Multiple Objective Features

Task 6 Evaluate Alternatives Including Multiple Objective Benefits

6.1 Evaluate Structural Alternatives

The Grantee will evaluate structural alternatives largely focused on improving the existing SPFC levee system along the left bank of Cache Creek currently offering limited flood protection to the community of Yolo.

Levee conditions for the levees immediately adjacent to the community of Yolo will be evaluated based on existing geotechnical information. Some specific additional exploration data would assist the existing levee evaluation and the evaluation of structural alternatives. Site-specific exploration data will be collected along the Cache Creek left bank SPFC levee immediately adjacent to Yolo. The investigation will focus on the western portion of Cache Creek, from just west of Interstate 5, downstream approximately one mile, to slightly east of Yolo. This extent includes a Flood System Repair Project (FSRP) critical site. Geotechnical borings and CPTs are planned along SPFC NULE Reach No. 41 for a distance of 1 mile downstream and east of Interstate 5, see Figure 3.

The investigation will include collection of soil samples and in-situ data, detailed descriptions of embankment and foundation conditions, and laboratory testing to support geotechnical analyses and development of feasibility-level repair recommendations. A total of approximately one mile of levee will be evaluated. Subsurface exploration will utilize both Cone Penetration Testing (CPT) and mud-rotary borings. For the mile of levee evaluated, the investigation will complete 7 CPTs and 3 borings along the landside levee toe to eliminate the need for U.S. Army Corps of Engineers (USACE) approval of these borings. Feasibility-level geotechnical analysis of existing conditions will be completed followed by conceptual remedial alternatives evaluation and cost estimating.

Existing conditions evaluation will include interpretation of subsurface conditions and material properties, development of representative reaches and cross-sections, geotechnical analyses (underseepage, through seepage, landside slope stability, and waterside rapid drawdown stability), and screening for erosion potential. Feasibility-level repair alternatives and associated preliminary cost estimates will be developed and analyzed for reaches not meeting performance criteria.

The evaluation of structural alternatives will include an environmental impacts screening using the information in the biological and cultural resources technical memoranda identified in Task 2.1 to identify critical environmental constraints that affect the implementation of structural alternatives. The screening will also include a preliminary review of the CEQA checklist to determine if technical information for other environmental resources needs to be obtained and analyzed for the structural alternatives evaluation. The alternatives evaluation will focus on constructability of the alternative in consideration of environmental impacts, level of effort to comply with environmental regulations and policies, estimated timeline to obtain all necessary permits and approvals, and costs to obtain permits and approvals and for any required mitigation. Evaluations will consider which alternatives provide the greatest opportunities for multiple benefits.

6.2 Evaluate Non-Structural Alternatives

The non-structural alternatives identified in Task 5.3 will be evaluated and compared relative to which alternatives are most cost effective at reducing the risk of flooding and that can be easily implemented. The Project will conduct necessary environmental screening of the alternatives to determine direct or indirect impacts to environmental resources from implementation of the non-structural alternatives.

6.3 Evaluate Multiple Objective Features

The Grantee will coordinate with DWR and stakeholders to evaluate formulated multiple objective features. The evaluation will include discussion of the merits, practicality, and ability to incorporate multiple objective features into each alternative and costs consideration of implementing multiple objective features as part of any proposed project.

Task 6 Deliverables

- 6.1 Geotechnical Data Report for Additional Explorations
- 6.1 Detailed Description of Each Structural Alternative
- 6.2 Detailed Description of Each Non-Structural Alternative
- 6.3 Rated List of Multiple Objective Features from Most Effective to Least Effective

Task 7 Conduct Trade-off Analysis and Select Preferred Alternative

A tradeoff analysis will be performed which will evaluate alternatives' benefits prior to selecting the preferred alternative. The tradeoff analysis will consider the most important performance objectives first before looking into the supporting objectives. The trade-off analysis will be built on evaluation of flood risk reduction in terms of improvements in annual frequency of flooding for consideration of public safety and economic benefits for both structural and non-structural alternatives. The analysis and results will be documented in a Trade-off Analysis TM.

7.1 Conduct Trade-off Analysis and Select Preferred Structural Alternative

The Grantee will conduct a trade-off analysis and determine the most practical configuration of cut-off walls, stability and/or seepage berms and geometric improvements to increase freeboard and flood flow conveyance capacity in Lower Cache Creek adjacent to the community of Yolo.

The Grantee will conduct incremental assessments to ensure any structural alternative is robust and optimal; considering public safety, environmental stewardship, and the economics benefits of implementation of the preferred alternative.

The evaluation will identify the environmental impacts and constraints for each alternative, including constructability, estimated schedules and costs for implementation. This information will be used as part of the process to select the preferred alternative.

7.2 Conduct Trade-off Analysis and Select Preferred Non-Structural Alternative

A trade-off analysis of non-structural alternatives identified in Task 5.3 will be conducted to determine which non-structural alternatives are most cost effective and can be easily implemented. If applicable, an environmental screening of these alternatives will be conducted to determine if any direct or indirect impacts could occur to environmental resources from implementation of the non-structural alternatives.

7.3 Conduct Trade-off Analyses and Select Preferred Multiple Objective Features

The evaluation of alternatives will identify multi-objective features that can best enhance environmental opportunities for each of the alternatives. This will include evaluating estimated schedules and costs for implementation of the features. This information will be used as part of the process to select the preferred alternative.

Task 7 Deliverables

7.1, 7.2, and 7.3 Trade Off Analysis TM

Task 8 Develop Project Implementation Phasing

8.1 Develop Implementation Phasing of Structural Elements, including Multiple Objective Features

The Project will include an evaluation of the SPFC left bank levee system adjacent to Yolo on Lower Cache Creek. This Task will include development of the phasing of the preferred structural elements and the necessary steps for long-term implementation scheduling to obtain Federal Emergency Management Agency (FEMA) accreditation, including preparation of designs, CEQA and National Environmental Protection Act (NEPA) documentation, securing regulatory approvals, inclusive of Section 408 approvals from the USACE, rights-of-ways, and project financing for construction and supplemental operations.

8.2 Develop Implementation Phasing of Non-Structural Elements

The Grantee will evaluate implementation and advancement of hazard mitigation plans, flood safety plans, improved flood evacuation warning system, and other measures identified under Task 5.3 and develop prioritized phasing for the preferred non-structural measures.

Task 8 Deliverables

8.1 Schedule for Implementation of the Preferred Structural Alternative

8.2 Schedule for Implementation of the Preferred Non-Structural Alternative

Task 9 Prepare Cost Estimates and Financing Plans for Alternatives**9.1 Prepare and Compare Cost Estimates for Identified and Preferred Alternatives**

The Grantee will prepare alternatives preliminary cost estimates and cost-comparison of project alternatives in advance of identifying and selecting a preferred alternative for implementation. A more detailed cost estimate will be prepared for the preferred alternative including capital costs, operation and maintenance costs, land acquisition costs, rights-of-way costs, project design and permitting costs, and construction financing costs.

9.2 Identify Local Funding and Potential Cost-Sharing Partners

Grantee's Team will coordinate with DWR, and other local agencies and stakeholders to identify potential cost-sharing partners, programs, or other grants to reduce local cost share requirements for project implementation.

9.3 Identify Local Funding Limitations and Develop Local Financing Plan for Implementation

The Grantee will utilize a phased approach to prepare a financing plan as part of the Project process. The first phase will commence after completing the alternative formulation process identified above in Task 5. This first phase will identify the following items for the alternatives: the beneficiaries, feasible local and non-local funding sources, and the associated near term and long term funding requirements.

For the second phase of this Task, the Grantee will develop a financial plan, a funding strategy, and recommendations for project implementation. The Grantee will also investigate cost sharing with the State for any future project.

Task 9 Deliverables

- 9.1 Array of Alternatives with Costs
- 9.1 Preferred Alternative Detailed Cost Estimate
- 9.2 List of Local Funding and Cost Sharing Partners
- 9.3 Local Financing Plan for Implementation of the Preferred Alternative

Task 10 Prepare Draft Feasibility Study Report, Permitting Plan, and CEQA Checklist**10.1 Prepare Draft Feasibility Project Report (FSR)**

A draft Feasibility Study Report (FSR) will be prepared to identify and describe the preferred structural and non-structural elements, multi-features with benefits, implementation costs and schedules, and local funding requirements. The draft FSR will include technical appendices describing all pertinent Project evaluation and analyses, results, findings and/or recommendations, including: (1) hydrologic/ hydraulic investigations, (2) flood plain, (3) geotechnical investigations, (4) flood risk exposure (5) an environmental constraints and opportunities, (6) cost estimates, and (7) financing plan.

10.2 Prepare Strategic Permitting Plan and DRAFT CEQA Initial Study Checklist

The Grantee will prepare a draft strategic permitting plan (plan) to include a list of all of the regulatory agency permits and approvals anticipated for the preferred alternative; identify any additional studies and documents needed to support the permit applications; and provide reasoning for the required documents, permits, and approvals. The final plan will be incorporated into the draft FSR.

In addition, the Grantee will prepare a draft CEQA Initial Study checklist and recommendations for which environmental document type (Initial Study/Negative Declaration, Initial Study/

Mitigated Negative Declaration, Environmental Impact Report) needed to complete prior to implementation of the project.

Task 10 Deliverables

- 10.1 Draft Feasibility Study Report
- 10.2 DRAFT CEQA Initial Study Checklist
- 10.2 Draft Strategic Permitting Plan

Task 11 Obtain Draft Feasibility Project Report Stakeholder Review

11.1 Distribute Draft Feasibility Project Report to LMAs, DWR and Identified Stakeholders for Review

The draft FSR will be distributed to DWR and the stakeholders to request input and comments. This Task includes holding a public meeting to solicit public comments on the draft FSR. To allow ample time for stakeholder input, comments will be solicited over a 30-day period prior to finalizing the FSR.

Task 11 Deliverable

- 11.1 Stakeholder Input and Comments on the Draft Feasibility Project Report

Task 12 Prepare Final Feasibility Project Report

12.1 Incorporate LMA(s), DWR, and Stakeholder Input and Review Comments

Input and comments received during the public comment and review period (identified in Task 11) will be incorporated, as applicable.

12.2 Finalize Feasibility Project Report and Prioritize Steps for DWR SCFRR Program Phase 2 Implementation and Funding

The Grantee will finalize the FSR, inclusive of the technical appendices, and develop prioritization steps for implementing structural and non-structural solutions for reducing flood risks. The FSR Report will also include recommendations to secure DWR SCFRR Program Phase 2 implementation grant funds and other funding sources that may be available to offset local cost-share requirements.

Task 12 Deliverables

- 12.1 Final Feasibility Project Report
- 12.2 Recommendations for Securing DWR SCFRR Program Phase 2 Implementation and Funding

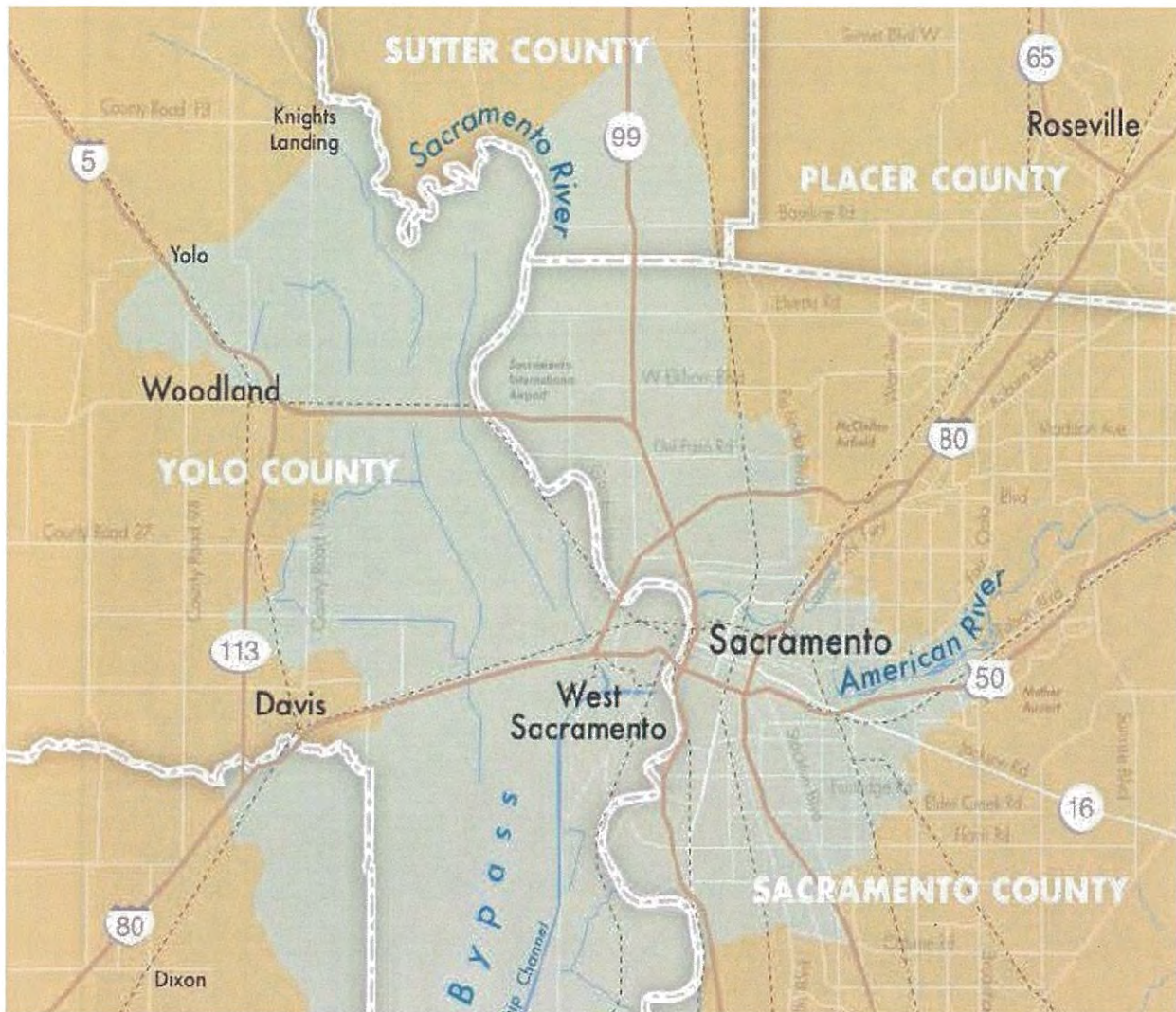
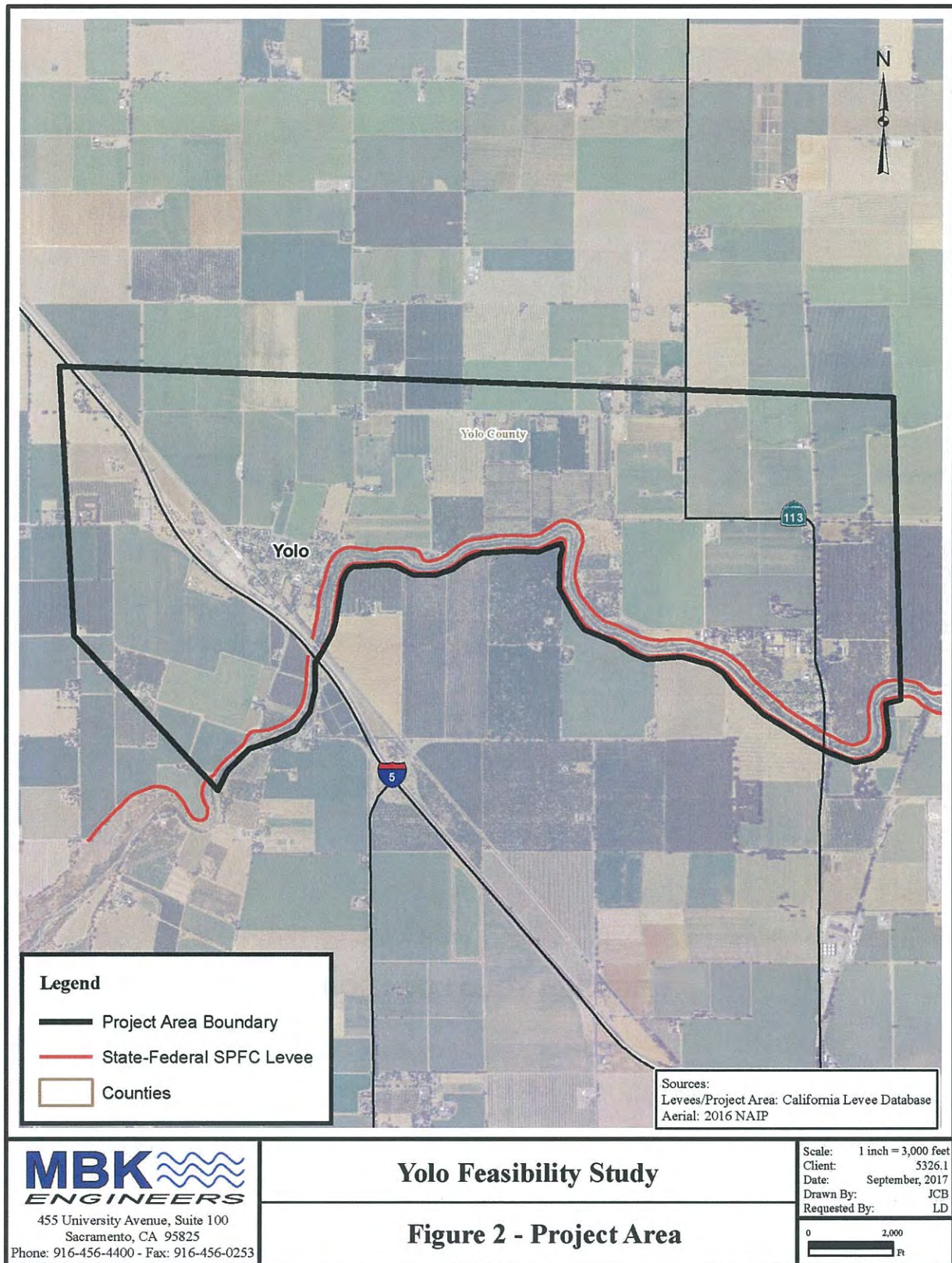


FIGURE 1 YOLO LOCATION



saved: 9/1/2017 Path: R:_Flood Control\Yolo SCFRP\role\Funding Agreement Exhibits Yolo\YoloProjectAreaMap\FS_ProjectArea.mxd

(Scale bar length on original map equals 1 inch)

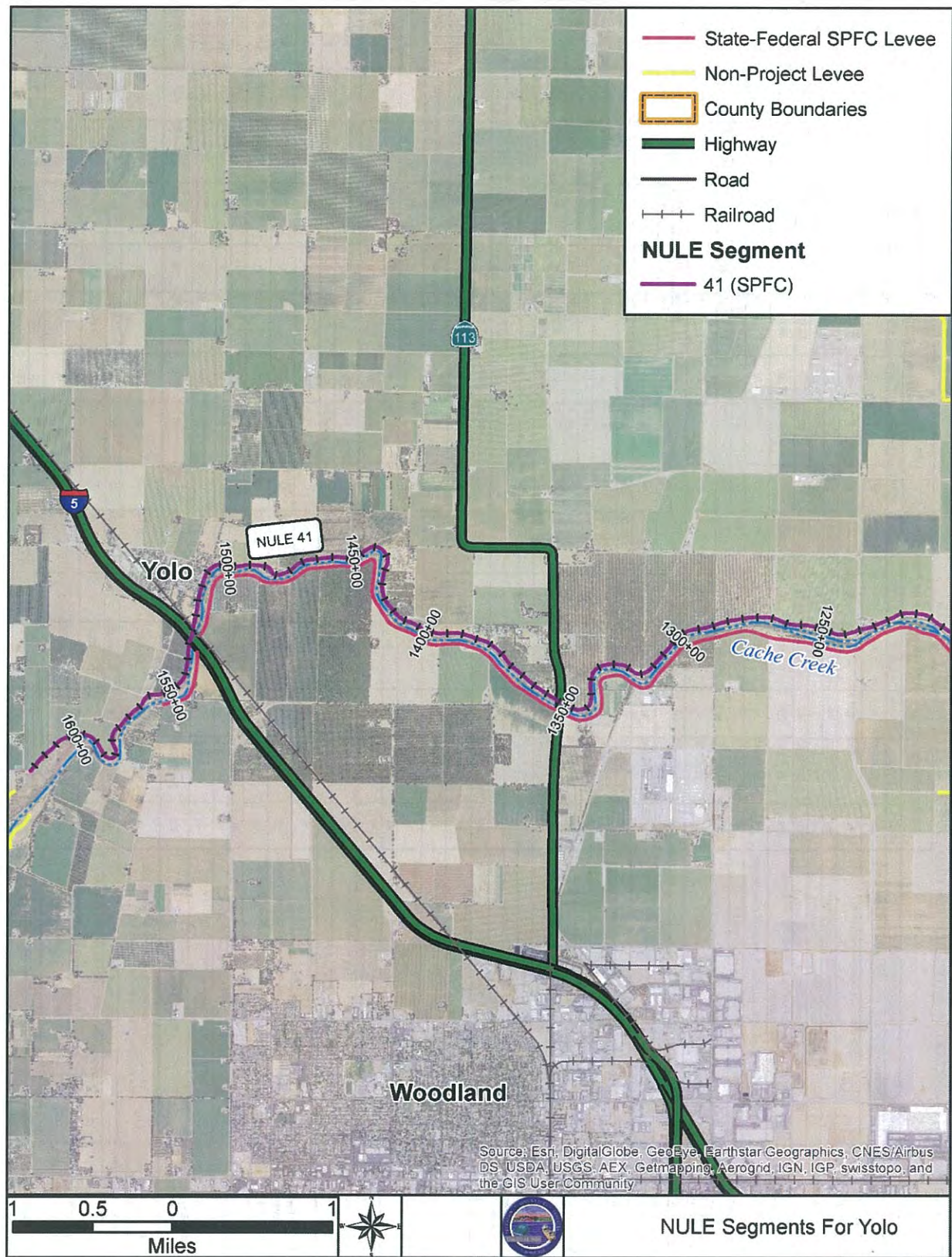


Figure 3

EXHIBIT B – BUDGET AND SCHEDULE

EXHIBIT B-1 (BUDGET) DWR SCFRR FEASIBILITY STUDY FOR YOLO COUNTY SMALL COMMUNITY OF YOLO

Task	TASK ID	TASK DESCRIPTION	GEI Consultants			HDR Engineering			MBK Engineers			LWA			Douglas Environmental			Yolo County			Contracts/ Expenses	TOTAL LABOR HOURS	TOTAL BUDGET	
			Hours	Labor		Hours	Labor		Hours	Labor		Hours	Labor		Hours	Labor		Hours	Labor					
Task 1. Project Management, Coordination, and Stakeholder Outreach	1.1	Refine Limits of Study Area with DWR, Yolo County and LMA's	14	\$2,714.00		8	\$2,000.00		14	\$3,115.00		0	\$0.00		0	\$0.00		0	\$0.00		\$196.00	36	\$8,025.00	
	1.2	Confirm Study Goals and Objectives with LMA(s) and DWR	14	\$2,714.00		8	\$2,240.00		18	\$4,035.00		0	\$0.00		0	\$0.00		0	\$0.00		\$275.00	40	\$9,264.00	
	1.3	Perform Project Management and Coordination	24	\$6,216.00		46	\$11,140.00		125	\$27,925.00		0	\$0.00		0	\$0.00		82	\$9,700.00		\$1,465.00	277	\$58,446.00	
	1.4	Perform Stakeholder Outreach and Coordination	14	\$2,714.00		0	\$0.00		14	\$3,115.00		0	\$0.00		0	\$0.00		0	\$0.00		\$236.00	48	\$9,665.00	
Total- Task 1			66	\$14,350.00		62	\$15,380.00		171	\$38,160.00		0	\$0.00		20	\$3,600.00		82	\$9,700.00		\$2,172.00	401	\$83,490.00	
Task 2. Identify Problems and Opportunities, Including Multiple Benefits	2.1	Identify Community Flooding Problems and Issues and Environmental Constraints	29	\$5,172.00		204	\$33,590.00		9	\$2,070.00		0	\$0.00		20	\$4,000.00		0	\$0.00		\$5,024.00	262	\$49,846.00	
	2.2	Identify Opportunities, Including Potential Multiple Benefits	36	\$6,356.00		0	\$0.00		9	\$2,070.00		0	\$0.00		70	\$12,590.00		0	\$0.00		\$526.00	115	\$21,452.00	
	2.3	Prepare and File CEQA Notice of Exemption	0	\$0.00		40	\$7,680.00		8	\$1,760.00		0	\$0.00		0	\$0.00		0	\$0.00		\$242.00	48	\$9,902.00	
Total- Task 2			65	\$11,528.00		244	\$41,460.00		26	\$5,920.00		0	\$0.00		90	\$16,590.00		0	\$0.00		\$5,792.00	425	\$81,200.00	
Task 3. Identify Sources, Extent and Timing of Flooding	3.1	Determine Flood Extent for the Study Area	52	\$9,212.00		0	\$0.00		100	\$19,300.00		0	\$0.00		0	\$0.00		0	\$0.00		\$688.00	152	\$29,200.00	
	4.1	Quantify Current Flood Risks and Damages	52	\$9,212.00		0	\$0.00		100	\$19,300.00		0	\$0.00		0	\$0.00		0	\$0.00		\$688.00	152	\$29,200.00	
Task 4. Quantify Flood Risks and Potential Flood Damages	4.2	Identify Future Risk Conditions, Including Adjustments for Climate change	8	\$1,569.00		0	\$0.00		0	\$0.00		0	\$0.00		0	\$0.00		0	\$0.00		\$39.00	8	\$1,599.00	
	Total- Task 4			60	\$11,196.00		0	\$0.00		0	\$0.00		0	\$0.00		0	\$0.00		0	\$0.00		\$394.00	52	\$11,590.00
	5.1	Solicit Input of LMA(s), DWR and Identified Stakeholders during Formulation of Alternatives	12	\$2,996.00		0	\$0.00		6	\$1,390.00		0	\$0.00		0	\$0.00		0	\$0.00		\$110.00	18	\$4,486.00	
	5.2	Formulate Structural Alternatives	109	\$17,071.00		0	\$0.00		2	\$460.00		0	\$0.00		0	\$0.00		0	\$0.00		\$911.00	111	\$18,042.00	
Task 5. Formulate Alternatives to Reduce Flood Risk	5.3	Formulate Non-Structural Alternatives	8	\$2,072.00		0	\$0.00		2	\$460.00		0	\$0.00		0	\$0.00		0	\$0.00		\$64.00	10	\$2,596.00	
	5.4	Identify Potential Multiple Objective Features	8	\$2,072.00		0	\$0.00		2	\$460.00		0	\$0.00		40	\$7,200.00		0	\$0.00		\$244.00	50	\$9,976.00	
	Total- Task 5			137	\$24,211.00		0	\$0.00		12	\$2,760.00		0	\$0.00		40	\$7,200.00		0	\$0.00		\$929.00	189	\$35,100.00
	6.1	Evaluate Structural Alternatives	342	\$51,676.00		0	\$0.00		0	\$0.00		0	\$0.00		0	\$0.00		0	\$0.00		\$29,494.00	342	\$81,170.00	
Task 6. Evaluate Alternatives Including Multiple Objective Benefits	6.2	Evaluate Non-Structural Alternatives	12	\$2,758.00		0	\$0.00		0	\$0.00		0	\$0.00		0	\$0.00		0	\$0.00		\$69.00	12	\$2,825.00	
	6.3	Evaluate Multiple Objective Features	20	\$4,370.00		0	\$0.00		0	\$0.00		0	\$0.00		28	\$5,000.00		0	\$0.00		\$235.00	48	\$9,605.00	
	Total- Task 6			374	\$58,492.00		0	\$0.00		0	\$0.00		0	\$0.00		28	\$5,000.00		0	\$0.00		\$29,798.00	402	\$93,600.00
	7.1	Conduct Trade-off Analyses and Select Preferred Structural Alternative	17	\$4,112.00		0	\$0.00		4	\$920.00		0	\$0.00		0	\$0.00		0	\$0.00		\$250.00	21	\$5,292.00	
Task 7. Conduct Trade-off Analyses and Select Preferred Alternative	7.2	Conduct Trade-off Analyses and Select Preferred Non-Structural Alternative	8	\$2,072.00		0	\$0.00		4	\$920.00		0	\$0.00		0	\$0.00		0	\$0.00		\$135.00	12	\$3,127.00	
	7.3	Conduct Trade-off Analyses and Select Preferred Multiple Objective Features	9	\$2,040.00		0	\$0.00		4	\$920.00		0	\$0.00		0	\$0.00		0	\$0.00		\$131.00	13	\$3,091.00	
	Total- Task 7			34	\$8,224.00		0	\$0.00		12	\$2,760.00		0	\$0.00		0	\$0.00		0	\$0.00		\$316.00	46	\$11,500.00
	8.1	Develop Implementation Phasing of Structural Elements, including Multiple Objective Features	12	\$2,756.00		0	\$0.00		6	\$1,390.00		0	\$0.00		0	\$0.00		0	\$0.00		\$121.00	18	\$4,257.00	
Task 8. Develop Project Implementation Phasing	8.2	Develop Implementation Phasing of Non-Structural Elements	9	\$2,243.00		0	\$0.00		4	\$920.00		0	\$0.00		0	\$0.00		0	\$0.00		\$80.00	13	\$3,243.00	
	Total- Task 8			21	\$4,999.00		0	\$0.00		10	\$2,300.00		0	\$0.00		0	\$0.00		0	\$0.00		\$201.00	31	\$7,500.00
	9.1	Prepare and Compare Cost Estimates for Identified and Preferred Alternatives	16	\$3,440.00		0	\$0.00		0	\$0.00		0	\$0.00		0	\$0.00		0	\$0.00		\$65.00	16	\$3,526.00	
	9.2	Identify Local Funding and Potential Cost-Sharing Partners	4	\$1,036.00		0	\$0.00		4	\$920.00		32	\$5,020.00		0	\$0.00		0	\$0.00		\$177.00	40	\$7,153.00	
Task 9. Prepare Cost Estimates and Financing Plans for Alternatives	9.3	Identify Local Funding Limitations and Develop Local Financing Plan for Implementation	20	\$3,420.00		0	\$0.00		4	\$920.00		129	\$20,230.00		0	\$0.00		0	\$0.00		\$851.00	153	\$25,221.00	
	Total- Task 9			40	\$7,896.00		0	\$0.00		8	\$1,840.00		161	\$25,250.00		0	\$0.00		0	\$0.00		\$914.00	209	\$35,900.00
	10.1	Prepare Draft Feasibility Study Report (FSR)	111	\$17,451.00		0	\$0.00		0	\$0.00		0	\$0.00		10	\$2,000.00		0	\$0.00		\$2,407.00	121	\$22,258.00	
	10.2	Prepare Strategic Permitting Plan and DRAFT CEQA Initial Study Checklist	22	\$3,908.00		184	\$32,840.00		0	\$0.00		0	\$0.00		100	\$20,000.00		0	\$0.00		\$1,484.00	306	\$58,242.00	
Total- Task 10			133	\$21,759.00		184	\$32,840.00		0	\$0.00		0	\$0.00		110	\$22,000.00		0	\$0.00		\$3,901.00	427	\$88,500.00	
Task 11. Obtain Draft Feasibility Study Report Stakeholder Review	11.1	Distribute Draft Feasibility Study Report to LMA(s), DWR and Identified Stakeholders for Review	16	\$3,632.00		8	\$2,000.00		0	\$0.00		0	\$0.00		0	\$0.00		0	\$0.00		\$168.00	24	\$5,800.00	
	Total- Task 11			16	\$3,632.00		8	\$2,000.00		0	\$0.00		0	\$0.00		0	\$0.00		0	\$0.00		\$168.00	24	\$5,800.00
Task 12. Prepare Final Feasibility Study Report	12.1	Incorporate LMA(s), DWR, and Stakeholder Input and Review Comments	24	\$4,694.00		0	\$0.00		0	\$0.00		0	\$0.00		3	\$600.00		0	\$0.00		\$716.00	27	\$5,940.00	
	12.2	Finalize Feasibility Study Report and Prioritize Steps for DWR SCFRR Program Phase 2 Implementation and Funding	60	\$10,020.00		20	\$3,450.00		0	\$0.00		32	\$5,020.00		0	\$0.00		0	\$0.00		\$360.00	112	\$18,860.00	
	Total- Task 12			84	\$14,644.00		20	\$3,450.00		0	\$0.00		32	\$5,020.00		3	\$600.00		0	\$0.00		\$1,076.00	139	\$24,800.00
Total All Tasks			1,074	\$190,461.00		516	\$95,140.00		339	\$73,070.00		193	\$30,270.00		291	\$54,900.00		82	\$9,700.00		\$46,459.00	2,497	\$500,000.00	

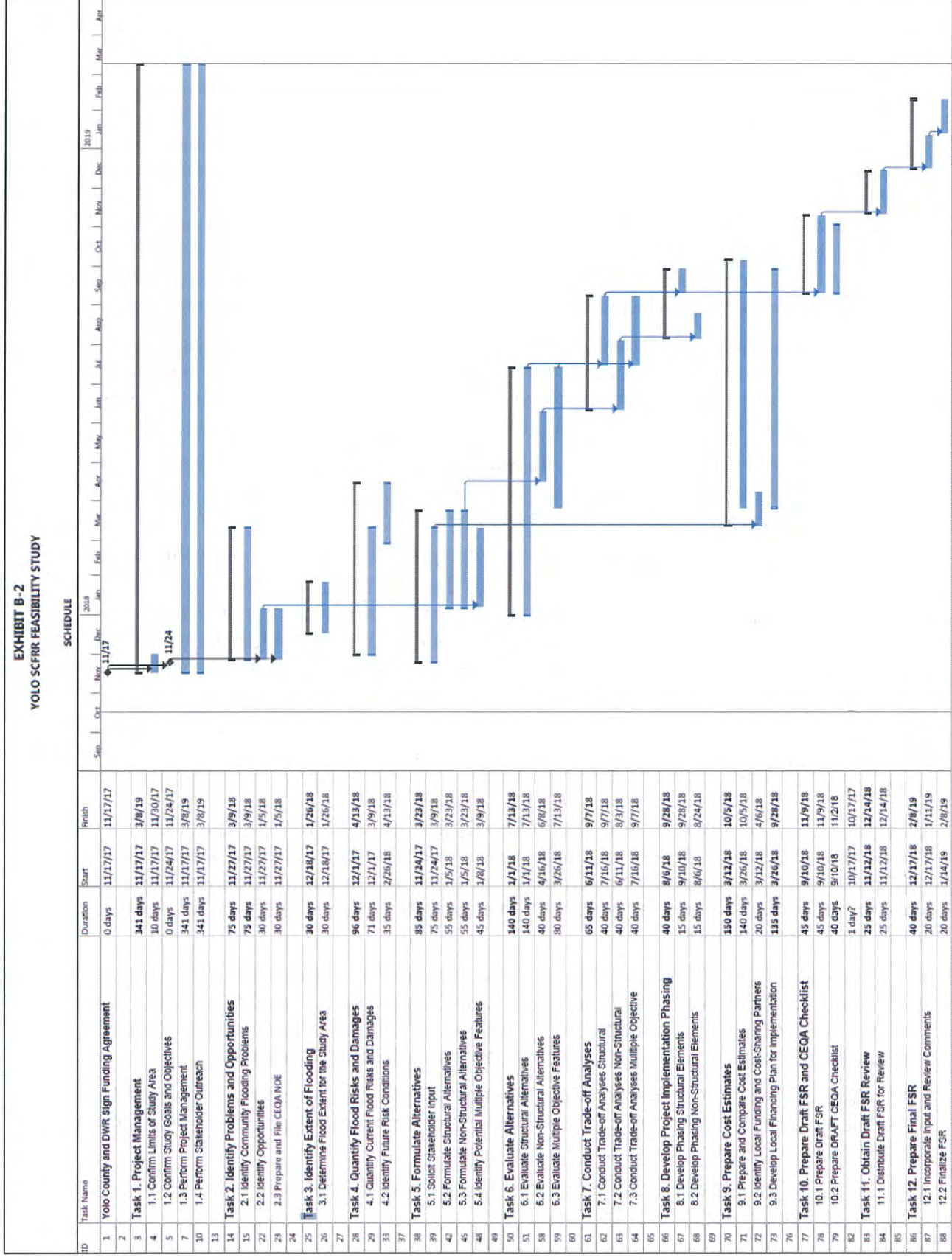


EXHIBIT C – STANDARD CONDITIONS

C.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:

- a. **Separate Accounting of Funding Disbursements:** The Grantee shall account for the money disbursed pursuant to this Agreement separately from all other Grantee funds. The Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. The Grantee shall keep complete and accurate records of all receipts, disbursements, and expenditures of such funds. The 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 the State at any and all reasonable times.
- b. **Fiscal Management Systems and Accounting Standards:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state or federal law, or this Agreement.
- c. **Disposition of Money Disbursed:** All money disbursed pursuant to this Agreement shall be deposited in a non-interest bearing account, administered, and accounted for pursuant to the provisions of applicable law.
- d. **Remittance of Unexpended Funds:** The Grantee shall remit to the State any unexpended funds that were disbursed to the Grantee under this Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from the State to the Grantee of funds or, within thirty (30) calendar days of the expiration of the Agreement, whichever comes first.

C.2. **ACKNOWLEDGEMENT OF CREDIT:** The Grantee shall include appropriate acknowledgement of credit to DWR and to all cost-sharing partners for their support when promoting the Project or using any data and/or information developed under this Agreement.

C.3. **AMENDMENT:** This 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. DWR shall have no obligation to agree to an amendment.

C.4. **AMERICANS WITH DISABILITIES ACT:** By signing this Agreement, the Grantee assures DWR 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.5. **APPROVAL:** This Agreement is of no force or effect until signed by all parties to the Agreement. The Grantee may not submit invoices or receive payment until all required signatures have been obtained.

C.6. **ASSIGNMENT:** This Grant is not assignable by the Grantee, either in whole or in part, without the written consent of the State.

- C.7. AUDITS: The State reserves the right to conduct an audit during the Term of the Agreement as set forth in Paragraph 2, with the costs of such audit borne by the State. After completion of the Project, State may require the Grantee to conduct a final audit to State's specifications, at the Grantee's expense, such audit to be conducted by and a report prepared by an independent certified public accountant. Failure or refusal by the Grantee to comply with this provision shall be considered a breach of this Agreement, and DWR may elect to pursue any remedies provided in Paragraph 16 or take any other action it deems necessary to protect its interests.

Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Agreement with respect of all matters connected with this Agreement, including but not limited to, the cost of administering this Agreement. All records of Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after final payment.

- C.8. BUDGET CONTINGENCY: If the Budget Act of the current year and/or subsequent years covered under this Agreement does not appropriate sufficient funds for this program, this 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 Agreement. In this event, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Agreement and the Grantee shall not be obligated to perform any provisions of this Agreement. Nothing in this Agreement shall be construed to provide Grantee with a right of priority for payment over any other grantee. If this Agreement's funding for any fiscal year 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 Agreement with no liability occurring to the State, or offer an Agreement amendment to the Grantee to reflect the reduced amount.

- C.9. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code section 7110, that:

- a. The Grantee 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 Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and,
- b. The Grantee, 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.

- C.10. COMPETITIVE BIDDING AND PROCUREMENTS: The Grantee shall comply with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations in the Grantee's contracts with other entities for acquisition of goods and services and construction of public works with funds provided by the State under this Agreement.

- C.11. COMPUTER SOFTWARE: The Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- C.12. 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 this Agreement 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 Grantee: Employees of the Grantee 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, Government Code section 87100 et seq.
 - d. Employees and Consultants to the Grantee: Individuals working on behalf of a Grantee may be required by DWR 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.
- C.13. DELIVERY OF INFORMATION, REPORTS, AND DATA: The Grantee agrees to expeditiously provide throughout the term of this Agreement, such reports, data, information, and certifications as may be reasonably required by DWR.
- C.14. DISPOSITION OF EQUIPMENT: The Grantee shall provide to DWR, not less than thirty (30) calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by DWR. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within sixty (60) calendar days of receipt of such inventory DWR shall provide the Grantee with a list of the items on the inventory to which the State will take title. All other items shall become the property of the Grantee. The State shall arrange for delivery from the

Grantee of items to which it takes title. The cost of transportation, if any, shall be borne by the State.

C.15. DRUG-FREE WORKPLACE CERTIFICATION – CERTIFICATION OF COMPLIANCE:

By signing this Agreement, the Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of the State, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code section 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)(1).
- b. Establish a Drug-Free Awareness Program, as required by Government Code section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Grantee'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(a)(3), that every employee, contractor, and/or subcontractor who works under this Agreement:
 - i. Will receive a copy of the Grantee's drug-free policy statement, and
 - ii. Will agree to abide by terms of the Grantee's condition of employment, contract or subcontract.

C.16. GOVERNING LAW: This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

C.17. GRANTEE'S RESPONSIBILITY FOR WORK AND PERFORMANCE: The Grantee is solely responsible for the design, implementation, and operation and maintenance of the Project. Review or approval of plans, specifications, Project documentation, bid documents, or other documents by the State is solely for the purpose of proper administration of grant funds and shall not be deemed to relieve or restrict the Grantee's responsibility.

The Grantee shall be responsible for all work and for all persons or entities engaged in the work, including contractors, subcontractors, suppliers, and providers of services. The Grantee shall give personal supervision to any work in progress that is required under this Grant Agreement or employ a competent representative, satisfactory to the State, with the authority to act for the Grantee. The Grantee or its authorized representative shall be present while work is in progress. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including bid disputes, and payment disputes with the Grantee's contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for

performance of or payment for work. The Grantee agrees to faithfully and expeditiously perform or cause to be performed all requirements of this Agreement and any amendments hereto.

- C.18. **INCOME RESTRICTIONS:** The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement.
- C.19. **INDEMNIFICATION:** The Grantee 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 the planning, design, construction, maintenance and/or operation of this Project and any breach of this Agreement. The Grantee 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.
- C.20. **INDEPENDENT CAPACITY:** The Grantee, and the agents and employees of the Grantee, in the performance of the Agreement, shall act in an independent capacity and not as officers, employees, or agents of DWR or the State.
- C.21. **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 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 Agreement. Failure or refusal by the Grantee to comply with this provision shall be considered a breach of this Agreement, and DWR may withhold disbursements to the Grantee or take any other action it deems necessary to protect its interests.
- C.22. **INSPECTIONS OF PROJECT BY STATE:** The 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 any subcontracts, and the Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to this Agreement.
- C.23. **INVOICE DISPUTES:** In the event of an invoice dispute, payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided in Paragraph 13, may result in return of the invoice to the Grantee. Payment by the State to the Grantee shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. Any claim that the Grantee may have regarding the performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Manager within thirty (30) calendar days of the Grantee's knowledge of the claim. DWR and the Grantee shall then attempt to negotiate a resolution of such claim and may process an amendment to the Agreement to implement the terms of any such resolution.

C.24. LABOR CODE COMPLIANCE: If applicable, the Grantee 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>. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.

C.25. NON-DISCRIMINATION:

- a. During the performance of this Agreement, the Grantee and its consultants and contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.
- b. The Grantee, its consultants, and contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- c. The Grantee, its consultants, and contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12990) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- d. The Grantee, its consultants, and contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement, if any.
- e. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement. Failure by the Grantee to carry out these requirements and applicable requirements of 40 C.F.R. part 33 is a breach of a material provision of this Agreement which may result in its termination.

C.26. OPINIONS AND DETERMINATIONS: Where the terms of this 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.27. REMAINING BALANCE: In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.
- C.28. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this 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.29. RETENTION: Notwithstanding any other provision of this Agreement, DWR shall withhold ten percent (10%) of the funds requested by the Grantee for reimbursement of Eligible Project Costs. DWR shall disburse the retained funds of the Project to the Grantee when the Project is completed and the Project Completion Report (Paragraph 17) is submitted to and approved by DWR.
- C.30. 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 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, Government Code section 6250 et seq. 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 DWR and 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 State shall have the right to use any data described in this paragraph for any public purpose.
- C.31. SEVERABILITY: Should any portion of this Agreement be determined to be void or unenforceable, such shall be severed from the whole and this Agreement shall continue as modified.
- C.32. STATE REVIEWS: The parties agree that review or approval of project application, documents, permits, plans, and specifications or other project information by DWR is for administrative purposes only and does not relieve the Grantee of their responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the Project.
- C.33. SUSPENSION OF PAYMENTS: This Agreement may be subject to suspension of payments or termination, or both, and the Grantee may be subject to debarment if the State determines that:
- a. The Grantee, its contractors, or subcontractors have made a false certification, or
 - b. The Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Agreement.
- C.34. SUCCESSORS AND ASSIGNS: This Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by DWR and made subject to such reasonable terms and conditions DWR may impose.

- C.35. TERMINATION BY GRANTEE: Subject to DWR approval which may be reasonably withheld, the Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, the Grantee must provide a reason(s) for termination. The Grantee must submit all progress reports summarizing accomplishments up until termination date.
- C.36. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 16 (Default Provisions), DWR may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 16.
- C.37. TERMINATION WITHOUT CAUSE: DWR may terminate this Agreement without cause on 30 days advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- C.38. 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.
- C.39. TIMELINESS: Time is of the essence in this Grant Agreement.
- C.40. TRAVEL: Travel includes the reasonable and necessary costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Agreement. Travel and per diem expenses to be reimbursed under this Agreement shall be at the same rates the State provides for unrepresented employees in accordance with the provisions of Title 2, Chapter 3, of the California Code of Regulations and shall be reimbursed consistent with the rates current at the time of travel. These rates are published at: <http://www.calhr.ca.gov/employees/Pages/travel-meals.aspx>, or its successor website. For the purpose of computing such expenses, the Grantee's designated headquarters shall be: 625 Court St., RM 202, Woodland, CA 95695. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the DWR's Project Manager.
- C.41. UNION ORGANIZING: The Grantee, by signing this Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Agreement. Furthermore, the Grantee, by signing this Agreement, hereby certifies that:
- No State funds disbursed by this Agreement will be used to assist, promote, or deter union organizing.
 - The Grantee shall account for State funds disbursed for a specific expenditure by this Agreement to show those funds were allocated to that expenditure.
 - The Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
- If the Grantee makes expenditures to assist, promote, or deter union organizing, the Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that the Grantee shall provide those records to the Attorney General upon request.
- C.42. WAIVER OF RIGHTS: None of the provisions of this 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 Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the 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 D – PROGRESS REPORT FORMAT AND REQUIREMENTS

PROGRESS REPORTS

Progress Reports shall generally use the following format. This format may be modified as necessary to effectively communicate information on the Project contained in the Scope of Work. The report should reflect the status of the entire Project identified in the Agreement. Describe the work performed during the quarter or month including:

PROJECT INFORMATION

- Status of the Project;
- Major accomplishments during the month (e.g. tasks completed, milestones met, meetings held or attended, press releases, etc.);
- Discuss participation level of other entities in the feasibility study process
- Issues and risks that have, will, or could affect the schedule or budget, with a recommendation on how to mitigate the matter; and,
- Description of the differences between the work performed and the work outlined in the Scope of Work, Exhibit A.

COST INFORMATION

- List costs incurred during the month by the Grantee and each contractor working on the Project. The list should include hours per task worked on during the month for above personnel. This does not include in-kind costs.
- In-kind expenditures for the month.
- A discussion on how the actual budget is progressing in comparison to the Project budget included in Exhibit B; and,
- A revised budget, by task, if changed from latest budget.
- Projected expenditures for the next reporting period.

SCHEDULE INFORMATION

- A schedule showing actual progress (% complete and planned completion date) versus planned progress (baseline) as shown in Exhibit B;
- A discussion on how the actual schedule is progressing in comparison to the schedule in Exhibit B; and,
- A revised schedule, by task, if changed from latest schedule in Exhibit B

ANTICIPATED ACTIVITIES NEXT REPORTING PERIOD

Provide a description of anticipated activities for the reporting period.

PROJECT COMPLETION REPORT

The Project Completion Report shall generally use the following format. This format may be modified as necessary to effectively communicate information on the Project contained in the Exhibit A, Scope of Work. The report should reflect the status of the entire Project identified in the Agreement.

Executive Summary

Provide a brief summary of the completed Project.

Report Status

- a. Describe work performed.
- b. Describe major accomplishments, such as:
 - i. Tasks completed
 - ii. Milestones met
 - iii. Meetings held or attended
 - iv. Press releases, etc.
 - v. Data delivered or information gained.
- c. Discuss any issues or concerns that affected the schedule or budget.

Cost Information

- a. Complete cost accounting of the Project by Grantee and each subcontractor working on the Project. Include hours per task worked on during the reporting period for above personnel.
- b. Discuss how the final expenditure compares to the Project Budget.

Schedule Information

- a. Provide a final Project schedule showing actual progress versus planned progress from the schedule.

ELECTRONIC REPORT FORMATTING

The Grantee agrees that work funded under this Agreement will be provided in an electronic format to DWR. Electronic submittal of final reports, plans, studies, data, and other work performed under this Agreement shall be as follows:

- Text preferably in MS WORD or text PDF format. The PDF file shall be searchable.
- Files named so that the public can determine their content. For example, file naming of reports must have the title and, if subdivided into smaller sized files, the chapter number/letter and names in the report Table of Content (TOC); files of maps, figures, and tables by number/letter as referenced in the TOC; well logs files with State-required naming convention; and Appendix number/letter and named in the TOC.
- For projects involving a modeling component, the Grantee shall provide the major input data files, parameters, calibration statistics, output files, and other information requested by DWR's Project Manager.
- DWR will retain all ownership of the digital data it has generated and any derivative works using the digital data as its source. The Grantee agrees to immediately notify DWR in writing of any and all defects, errors, inaccuracies or any other problems with the Data discovered during Data usage.
- Electronic copies of all finalized geographic information system (GIS) data files, or non-GIS files containing spatial data (such as in Excel worksheets), in ArcGIS version 10.0, including but not limited to shapefiles (all components), geodatabases, coverages, grids, MXD files, etc. All data, subject to DWR review and approval, shall comply with all aspects of DWR FloodSAFE GIS Standards. Maps developed by the Grantee shall include a logo that will be provided by DWR. Each data file shall include or be attached to metadata in compliance with the current DWR FloodSAFE GIS Standards. Metadata shall include detailed descriptions of: creation methods, analysis steps, spatial and attribute accuracies/completeness, complete data dictionaries, and any other relevant information that could affect interpretation of applicability of these data toward any potential purpose. All data shall be provided in NAD83/NAVD88 reference datums.
- All other physical or electronic components used to create any printed or electronic product, so that State obtains the capability to open and print any document, figure, plate, profile, table or graph included in this task order, and edit them as necessary. These include, but are not limited to: all GIS data files used to produce any map, regardless of the file origin; all finalized GIS document files such as, but not limited to, ESRI ArcMap Document (MXD) files and AutoCAD Drawing Exchange Format (DXF) files; style sheets for all symbology used in any GIS product; any linked or embedded tables, graphics or text that were included in any map layout, all in a form that permits editing; all CADD files, all image files.
- Electronic copies of all source data (including, but not limited to, GIS files) and significant intermediate processing step files used to generate final data files.

EXHIBIT E
GUIDELINES FOR GRANTEES UNDER DWR FUNDING PROGRAMS
DOCUMENTS REQUIRED FOR STATE AUDITS

The list below detail the documents and records that State auditors will need to review in the event that this Agreement is audited. The Grantee should ensure that such records are maintained for the Project and retained for at least three (3) years after receipt of the final payment of grant funds pursuant to this Agreement.

Internal Controls:

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

Grants, Loans or Directed Funding:

1. Original grant agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants, loans or directed funds received from the State.
3. A listing of all other funding sources for the Project.

Contracts:

1. All subcontractor and consultant contracts and related or partners documents, if applicable.
2. Contracts between the Grantee and other agencies as related to the Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to DWR for payments under this Agreement.
2. Documentation linking subcontractor invoices to DWR reimbursement requests for this Agreement.
3. Reimbursement requests submitted to DWR for this 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 this Agreement.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for loan 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 reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs and how those costs directly relate to the Project.

Personnel:

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

Project Files:

1. All supporting documentation maintained in the Project files.
2. All grant funding related correspondence.

EXHIBIT F – LOCAL AGENCY RESOLUTION

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Local Public Agency Authorizing Resolution**FILED**

JAN 28 2016

RESOLUTION NO. 16-04BY Angela Ramirez CLERK OF THE BOARD
DEPUTY

A RESOLUTION OF THE YOLO COUNTY BOARD OF SUPERVISORS AUTHORIZING AN APPLICATION FOR FUNDING FROM THE DEPARTMENT OF WATER RESOURCES AND DESIGNATING THE COUNTY ADMINISTRATOR TO EXECUTE THE AGREEMENT AND ANY AMENDMENTS THERETO, FOR THE CLARKSBURG, KNIGHTS LANDING AND YOLO FLOOD MANAGEMENT FEASIBILITY STUDY PROJECT

WHEREAS, Yolo County is a California Public Agency with responsibility for flood management and authority over land use in the area protected by the facilities of the State Plan of Flood Control and is willing to participate in, coordinate, and collaborate with other interested parties that are participating in the development of the Clarksburg, Knights Landing and Yolo Flood Management Feasibility Study;

WHEREAS, the County of Yolo is authorized to enter into an agreement with the Department of Water Resources and the State of California;

NOW THEREFORE, BE IT RESOLVED by the Board of Supervisors for Yolo County as follows:

1. That pursuant and subject to all of the terms and conditions of the Disaster Preparedness and Flood Prevention Bond Act of 2006 (Pub. Resources Code, § 5096.800 et seq.), the City of Yolo shall submit an application to obtain funding for the Clarksburg, Knights Landing and Yolo Flood Management Feasibility Study Project from the Department of Water Resources.
2. That the Board authorizes the County Administrator, or designee, to execute the funding agreement with the Department of Water Resources and any amendments thereto.
3. That the County Administrator, or designee, shall prepare the necessary data, make investigations, and take other such actions as necessary and appropriate to obtain funding for the Clarksburg, Knights Landing and Yolo Flood Management Feasibility Study Project.

PASSED AND ADOPTED by the Board on this 26th day of January 2016, by the following vote:

AYES: Chamberlain, Villegas, Saylor, Rexroad, Provenza.

NOES: None.

ABSTENTIONS: None.

ABSENT: None.

Attest:
Julie Pachter, Deputy Clerk

By: Angela Ramirez

Deputy Clerk



Jim Provenza
Jim Provenza, Chair
Yolo County Board of Supervisors

Approved As To Form:
Philip J. Pogledich, County Counsel

By: Philip J. Pogledich
Philip J. Pogledich, County Counsel