



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

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



**ECOSYSTEM RESTORATION PROGRAM  
 GRANT AGREEMENT NUMBER E1596004**

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

**GRANTEE:** Tuleyome, Inc. (Grantee)  
 607 North Street  
 Woodland, CA 95695  
 Facsimile Number: (530) 350-2729

**SECTION 1 - LEGAL BASIS OF AWARD**

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

**SECTION 2 - GRANT AWARD**

**Grant:** In accordance with the terms and conditions of this Agreement, Grantor shall provide Grantee with a maximum of **\$2,441,870.00** to financially support and assist Grantee’s implementation of **Corona and Twin Peaks Mine Drainage Treatment Project (the “Project”)**.

**Term:** The term of this Agreement is **Upon Grantor approval through December 31, 2018.**

**SECTION 3 - USES OF GRANT**

**Eligible Uses of Grant:** Grantee’s use of the Grant moneys is limited to those expenditures necessary to implement the Project and that are eligible under applicable federal and State of California law. Furthermore, Grantee’s expenditure of Grant moneys must be in accordance with the Project budget and narrative (the “Budget”) set forth within this Agreement. Grantee may not transfer Grant moneys of more than \$25,000 or 10% of the Budget, whichever is less, between or among Budget line items without prior Grantor approval.

#### SECTION 4 - GRANTEE'S REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants to Grantor as follows:

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

#### SECTION 5 - GRANTEE'S AGREEMENTS

- 5.01 Purpose:** This Agreement is entered into by the parties for the purpose of providing financial support to Grantee to complete the activities identified within Section 6, Project Statement: Objectives and Timelines.
- 5.02 Project Statement:** Grantee shall complete activities as set forth in Section 6, Project Statement: Objectives and Timelines. Changes to Section 6 shall be submitted to the California Department of Fish and Wildlife (CDFW) Project Manager for prior approval and may be made only as provided in Exhibit 1.b of this Agreement, which is attached hereto and made a part of this agreement.
- 5.03 Use of Project Funds:** Grantee shall use the funds provided by this Agreement for the provision of activities described in Section 6, Project Statement: Objectives and Timelines, and shall expend these funds in accordance with the budget shown in Section 8, Expenditure Summary. Any changes in the program's budget shall be submitted to the Grantor for approval prior to any change taking place.
- 5.04 Payment Schedule:** Payments shall be made to Grantee according to the payment and report schedule identified in Section 8, Expenditure Summary.
- 5.05 Eligibility of Funds:** In the event that the California Budget Act does not provide sufficient appropriations to allow Grantor to fund the Program at the level initially agreed, the Grantor reserves the right to modify this agreement to reflect a reduction in available funds, as an alternative to termination.
- 5.06 Submission of Reports:** Grantee shall submit progress reports in accordance with the payment and report schedule in Section 7, Reports. Reports shall be submitted in the format prescribed by the Grantor, as

identified in Section 7, Reports, and shall address the activities outlined in Section 6, Project Statement: Objectives and Timelines. Failure to submit timely and accurate reports shall be considered evidence of non-compliance with this Agreement and shall permit termination of the Agreement by the Grantor.

**5.07 General Terms and Conditions: Non-Public Entities General Grant Provisions (Exhibit 1.b)**, is attached hereto and made a part of this agreement.

## **SECTION 6 - PROJECT STATEMENT: OBJECTIVES AND TIMELINES**

**6.01 Introduction/Background:** In accordance with AB 1584 Section 79190(d)(2)(B)(v), the California Department of Fish and Wildlife (CDFW) Ecosystem Restoration Program (ERP) solicited projects for a competitive grant award related to controlling adverse effects of abandoned mine drainage to water quality.

The Corona and Twin Peaks Mine Drainage Treatment Project (“the Project”) was awarded Grant funding in 2012 under Agreement number E1183005. The Project was unable to be completed because the most appropriate drainage treatment method was determined to be different than originally scoped. The Grantee is entering into another Agreement with CDFW to continue the project. This project will focus on remediating continuous toxic discharges from the Upper and Lower Corona Mine and Twin Peaks Mine.

These mines are in the third largest mercury producing region in the nation and contribute to the mercury load to the Delta from the Sacramento River watershed. Prioritizing these mines and demonstrating effective cleanup methods are critical to addressing this toxic health hazard.

**6.02 Goals and Objectives(s):**

### **Project Goals**

1. Render the project site safe for public use
2. Support healthy aquatic ecosystems downstream in James Creek, Pope Creek, Lake Berryessa, lower Putah Creek, lower Yolo Bypass, and the Delta

### **Project Objectives**

1. Improve the effectiveness of existing mine drainage treatment systems for the Boiler House and Twin Peaks adits

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2. Minimize leaching and mobilization of nickel and acid drainage from the mined ore body through the Corona Drain Tunnel
3. Address physical and chemical hazards on the site

**6.03 Project Description:**

**6.03.1 Location:** The project site is located in northern Napa County, CA, northwest of Pope Valley and due north of the Palisades..

**6.03.2 Work to be Performed:**

**SCOPE OF WORK**

**Task 1 Project Management and Administration**

Grantee shall provide all technical and administrative services associated with performing and completing the work for this project.

Grantee shall be responsible for the performance of the work as set forth in this Grant. The Grantee shall be responsible for the preparation of deliverables and a final report, as specified Section 6.03.3 "Timelines." The Grantee's Project Manager shall promptly notify the CDFW Grant Manager of events or proposed changes that could affect the Scope of Work, budget, or schedule of work performed under this Grant.

Technical and administrative duties shall include project management, budgeting, scheduling, coordination, crew supervision, report preparation, grant and subcontract management, invoicing, equipment maintenance and data collection, storage and analysis, and all other responsibilities that may be necessary to complete the Scope of Work specified in this Grant.

Project management shall include reviewing and executing the Grant with CDFW, developing any subcontracts, finalizing and executing subcontracts, setting up and maintaining financial accounts for this project, reviewing and approving subcontractor invoices, processing payments, technical oversight, preparation of quarterly and annual technical reports, attending meetings of technical committees, and meetings of other groups.

**Subtask 1.1 - Project Reporting and Deliverables**

Grantee shall prepare and submit quarterly progress reports, Project Close-Out Report, a Draft and Final Project Report, and all other grant deliverables to the Grant Manager as scheduled in Section 6.03.3 and specified in Section 7. Each progress report shall detail work accomplished, discuss any problems encountered

and recommend potential solutions to those problems, detail costs incurred during the subject period, and document delivery of any intermediate work deliverables. The Grantee shall provide a brief outline of upcoming work scheduled for the subsequent period. The Grantee shall submit progress reports within thirty days following each quarterly month following Grant execution. The Final Project Close-Out Report is separate from the final report generated from project findings.

Grantee shall submit all reports, grant deliverables, etc. electronically, using one (1) or more of the following formats (as applicable): Adobe Acrobat or Microsoft Office (e.g., Word, Excel, PowerPoint, Access). In all cases, the Grantee shall clearly identify the software program needed to open, view, and archive the files/grant deliverables. The standard three (3) digit file extension is sufficient information to determine the electronic format used.

#### Subtask 1.2 - Quarterly Invoices

Grantee shall prepare and submit Quarterly Invoices to the Grant Manager using instructions detailed in section 8.02 "Payment Provisions."

#### Subtask 1.3 – Project Audit

An external Auditor will perform a financial audit of the Project and report its findings to the Grant Manager.

#### Subtask 1.4 - Subcontractor Selection

Grantee may award subcontracts, as necessary, to qualified consultants or other agencies. The Grantee shall select subcontractors by a process that complies with applicable State and federal regulations and prepare a legally enforceable contract between the Grantee and the selected subcontractors. The contract shall describe the Scope of Work and the deliverables expected from each subcontractor. Submit executed subcontract documents to the Grant Manager for their records.

#### Subtask 1.5 - Data Management

Grantee shall prepare and submit to the Grant Manager all data generated by the project for input into the CDFW data system, as specified in Section 7.02. The Grantee shall be responsible for verifying the quality of the data. Grantee shall provide stream monitoring data in California Environmental Data Exchange Network (CEDEN) compatible files and in accordance with Surface Water Ambient Monitoring Program (SWAMP) Quality Assurance Project Plan (QAPP) developed under Task 4.

Subtask 1.6 - Acknowledgement of Credit

Grantee and subcontractors shall include appropriate acknowledgement of credit to the State of California, ERP and its implementing agencies – CDFW, the National Marine Fisheries Service, the US Fish and Wildlife Service – and/or all cost-sharing partners for their financial support when using any data and/or information developed under this Agreement.

**Task 2 Environmental Compliance and Permitting**

Grantee will address and document compliance with the California Environmental Quality Act (CEQA), California Endangered Species Act (CESA), and other relevant permits for this project. Grantee will obtain all other permits and approvals required to implement this project part. These permits may include, but are not limited to: Napa County Grading Permit, Napa County Soil Boring/ Well Permit, Application for Waste Discharge Requirements for land application of existing adit discharges into infiltration trenches, Napa County Hazardous Materials Business Plan, and the National Pollutant Discharge Elimination System (NPDES) Construction General Permit from the Central Valley Regional Water Quality Control Board.

Grantee will prepare documentation for an Action Memorandum from USEPA under its Good Samaritan Initiative. An Action Memorandum documents USEPA's approval of removal activities to be conducted at a site.

**Task 3 Stakeholder Outreach and Land Transfer**

Grantee will coordinate stakeholders and land transfer per Options Agreement signed 8 June 2015. The current owner, Corona/Twin Peaks Historical Association, LLC, will donate portions of the property to the Napa County Regional Park and Open Space District ("District") once its site and discharge contamination risks are addressed through completion of this Agreement.

Subtask 3.1 – Stakeholder Outreach

Grantee will coordinate with stakeholders through a listserv and the project web page. Grantee will provide quarterly status updates (at a minimum) to stakeholders, convene open semi-annual stakeholder meetings, and attend other stakeholder meetings to inform others about the project and solicit input. Stakeholders may provide input to project planning, monitoring, designing, reporting, and long-term operations, maintenance, and monitoring during these meetings. Grantee will announce the availability of major Grant Deliverables on their website ([www.tuleyome.org](http://www.tuleyome.org)) and via press releases to local newspapers.

Grantee will maintain its online reference libraries for the project team and for stakeholders. The reference library for stakeholders will remain under Tuleyome's main website.

Subtask 3.2 – Land Transfer

As the potential future property owner of the two mines, the District's role will be to ensure that cleanup, monitoring, maintenance, and liability issues are adequately addressed to enable the District to take on ownership responsibilities. The current owner of both parcels will donate the parcel containing Twin Peaks Mine to the District if site and discharge contamination risks are resolved (this arrangement was part of the terms by which the current owner assumed ownership of the Twin Peaks Mine property). The same owner expects to retain ownership of the parcel containing Upper and Lower Corona Mine but an easement providing long-term access shall be secured by Grantee.

Grantee shall work with the District to identify funding sources in a Long Term Funding Plan.

**Task 4 Quality Assurance Project Plan**

Grantee will develop a Quality Assurance Project Plan (QAPP) to establish procedures and methods by which samples will be collected, analyzed, and evaluated throughout the project. Grantee shall develop a QAPP for water, soil, and biota monitoring described under Tasks 7 and 10. The QAPP shall be prepared consistent with Surface Water Ambient Monitoring Program (SWAMP) procedures, as applicable.

**Task 5 Prepare and Stabilize Landscape**

To prepare the site for long-term soil stabilization and revegetation, several areas need earthwork.

Subtask 5.1 – Site Preparations

Mine Reclamation Specialist will prepare a Site Preparation Plan (SPP). The SPP shall include, but is not limited to: construction plans and photo documentation.

Subtask 5.2 – Revegetation and Enhancement

The areas disturbed by consolidation and stabilization will be revegetated. Revegetation Specialist will develop a Project Revegetation Plan, which will include, but is not limited to: site conditions, plant species list, revegetation goals, revegetation success criteria, revegetation site-specific plans, comparison to monitored baseline (preconstruction) conditions, adaptive management criteria, and long-term monitoring and maintenance.

Subtask 5.3 – Revegetation Implementation

Revegetation Specialist will implement the Project Revegetation Plan (Subtask 5.2).

**Task 6 Improve Above-Ground Facilities**

This project will improve the two existing infiltration drainage treatment facilities (e.g., headwalls, piping, and infiltration trenches) to optimize their long-term performance and to improve site safety (e.g., bat friendly gates at adit entryways). The Site Manager shall develop and implement an Above-Ground Facilities Improvement Plan that will include, but is not limited to: adit entryway and infiltration trench designs and photo documentation.

**Task 7 Preconstruction Studies**

This task will evaluate chemical dosing rates for the subsurface chemical amendment by determining travel times for initial, average, and peak concentrations and loads of a non-toxic tracer released at the source area and detected in Corona Drain Tunnel drainage.

Subtask 7.1 – Tracer Study

The Mine Reclamation Specialist will submit a Tracer Study Plan. The Plan shall include, but is not limited to: the study design to confirm and characterize connectivity from the subsidence feature and/or Upper Corona Infiltration trench to the Drain Tunnel Portal, and determine the residence time from the injection point to when it exits the drain tunnel; and, results and conclusions.

Subtask 7.2 – Calibration Period

The Mine Reclamation Specialist will submit a Calibration Plan. The Plan shall include, but is not limited to: the pilot-scale operation methods used to determine the chemical dosing rates, design and operation of the full scale chemical delivery system; and the drain tunnel discharge monitoring schedule.

Grantee will submit water quality monitoring data collected during the pilot-scale operations.

**Task 8 In Situ Mine Drainage Treatment**

This task addresses contaminated mine drainage waters before they reach waters of the state. Grantee will construct a dosing facility to implement a subsurface chemical amendment method to reduce nickel and copper loadings in the Corona Drain Tunnel. The effectiveness of this technique at Corona Mine will be determined through the performance of a tracer study (Task 7) and subsequent operations.

Subtask 8.1 – In Situ Treatment Facility Plan

The Mine Reclamation Specialist will submit an In Situ Treatment Facility Plan that will include, but is not limited to: the new plumbing systems plans, routine operation and maintenance, and monitoring plans.

Subtask 8.2 – Construct In Situ Treatment Facility

The Mine Reclamation Specialist will construct the In Situ Treatment Facility in accordance with the Plan in Subtask 8.1. Following completion, the facility will be assessed to confirm the valves and control structures along the infiltration trenches are operating, leak testing the plumbing, and verifying that water is flowing through the pipes and infiltrating into the subsurface beneath the trenches or alternative dosing location.

**Task 9 Drain Tunnel Discharge Ex Situ Treatment**

This task will be implemented based upon the monitoring results and design scaling determined under Task 8. The key task is to design, construct, and operate a semi-passive, ex situ treatment system for any remaining discharges from the Corona Drain Tunnel. Technologies to be considered will be selected based on the chemical character of the drainage after implementation of the in situ treatment system.

Subtask 9.1 – Design and Construct Drain Tunnel Treatment System

The Mine Reclamation Specialist will submit a Construction Plan, which will include, but is not limited to: as-built drawings and specifications of the semi-passive ex-situ drain tunnel discharge treatment system, quantitative objectives for treatment success to guide the design and design objectives that include minimizing active treatment steps and doses, and minimizing site disturbances. The Construction Plan will also include digital geographic file(s), GIS shapefile(s) or file geodatabase describing the project property's boundary and project sites within that boundary. The Mine Reclamation Specialist will construct the treatment system in accordance with the Construction Plan.

Subtask 9.2 – Remediation Work Plan

The Mine Reclamation Specialist will complete and finalize a Remediation Work Plan, which shall include, but is not limited to: site characteristics and descriptions of the treatment systems proposed to reduce, control, mitigate, or eliminate adverse water quality impacts. The existing draft Remediation Work Plan will be submitted with the first Quarterly Progress Report.

## **Task 10 Treatment Facility Monitoring and Adaptive Management**

Building upon the extensive pre-project monitoring dataset, the Analytical Chemist and Biomonitoring Specialist will collect quantitative and qualitative data during and after the drainage treatment system is constructed. They will apply this information to compare current/baseline conditions to treated/remediated conditions, and to ensure that the treatment implemented is meeting its design objectives.

### Subtask 10.1 – Monitor Treatment Facility

The Analytical Chemist will monitor influent, effluent, and receiving water quality to characterize the effectiveness of the drainage treatment system at reducing the concentrations and loads of pollutants in Kidd Creek and James Creek. Monitored parameters will include, but are not limited to: flow rates; conventional measures (turbidity, dissolved oxygen, pH, alkalinity, temperature, major ions, electrical conductivity, sulfate, total organic carbon); total settleable solids and total suspended solids concentrations; total mercury and methylmercury, and trace metals (including nickel, iron, copper, aluminum, and others) concentrations, in both filtered and unfiltered samples; and biosentinel.

The Analytical Chemist will collect samples approximately monthly spanning the yearly cycle, during operation of the treatment system. Grantee will fund all operation of the treatment system after the end of the grant term.

In spring following treatment system operation, the Biomonitoring Specialist will implement a one-time biosentinel monitoring plan for comparison to 2012 baseline monitoring results. Small fish and aquatic insects in receiving waters will be prepared and analyzed individually, whole body, or as multi-individual composites as appropriate, and analyzed for total mercury.

### Subtask 10.2 – Adaptive Management

The Site Manager will conduct routine operations and maintenance at the Corona Drain Tunnel, which will include verifying that the chemical doses are adequate and functioning correctly and making adjustments as necessary. Maintenance and operation will also include adjustments to erosion controls, debris removal, and visual observations of revegetation plantings around the infiltration trenches and subsidence feature.

### Subtask 10.3 – Develop Operations, Maintenance, and Monitoring Plan (OMMP)

The Site Manager, with assistance from the Mine Reclamation Specialist and Revegetation Specialist, will develop a long-term

Operations, Maintenance, and Monitoring Plan (OMMP) that will include the schedule, budget, and protocol for the treatment facilities.

**Task 11 Prepare Final Report and Initiate Publications**

The Project Manager will produce a Final Report that summarizes and synthesizes the work accomplished under this grant and described in quarterly and annual reports.

For this science-based project, the Project Manager, with support from multiple team members, will develop a Publication Plan that will identify topics, authors, potential titles, abstracts, potential journals, and timeline regarding submitting articles about the project for publication and presentations. Potential topics include, but are not limited to:

- Remediation of Nickel from Non-Acid Mine Drainage: Effectiveness and Long-Term Costs
- Landscape Controls for Mine-impacted Hillslopes
- Addressing Legal Liability Issues for Mine Sites
- Public Involvement and Roles for Non-profit Organizations in Mine Site Remediation Projects
- Blending Historic Preservation with Historic Mine Site Remediation

**6.03.3 Timelines:**

<b><u>Task</u></b>	<b><u>Task Title</u></b>	<b><u>Deliverables</u></b>	<b><u>Estimated Completion Dates</u></b>
1	Project Management and Administration 1.1 Reporting and Project Deliverables  1.2 Quarterly Invoices  1.3 Project Audit 1.4 Subcontractor Selection  1.5 Data Management	Quarterly Progress Reports  Close-Out Report Quarterly Invoices  Audit Report Executed Subcontractor Agreements  Project database in SWAMP-comparable format	Due within thirty (30) days following each quarterly month following Grant execution  Due December 31, 2018 Due with Quarterly Progress Reports  Due by December 31, 2017 Due with Quarterly Progress Report, as applicable  Due with Final Report
2	Environmental Compliance and Permitting	Copies of all permits and approvals obtained  Copy of signed USEPA Action Memo	Due with Quarterly Progress Reports, as applicable  Due within one year of Grant execution
3	Stakeholder Outreach and Land Transfer 3.1 Stakeholder Outreach  3.2 Land Transfer	Copies of email updates to stakeholders  Updated project web page  Long-Term Funding Plan  MOU with District accepting property	Due with Quarterly Progress Reports, as applicable  Due with Quarterly Progress Reports, as applicable Due with Final Report  Due with Final Report
4	Quality Assurance Project Plan (QAPP)	QAPP	Due with Quarterly Progress Report prior to sample collection
5	Prepare and Stabilize Landscape		

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<u>Task</u>	<u>Task Title</u>	<u>Deliverables</u>	<u>Estimated Completion Dates</u>
	5.1 Site Preparations	Photos of site stabilization features	Due with Quarterly Progress Reports, as applicable
	5.2 Revegetation and Enhancement	Revegetation Plan	Due with Quarterly Progress Report, as applicable
6	Improve Above-Ground Facilities	Above-Ground Facilities Improvement Plan  Photos of improved adit entryways with bat-friendly gates  Photos of settling basins, distribution pipes, and improved infiltration trenches	Due with Quarterly Progress Report, as applicable  Due with Quarterly Progress Reports, as applicable  Due with Quarterly Progress Reports, as applicable
7	Preconstruction Studies		
	7.1 Tracer Study	Tracer Study Plan	Due with Quarterly Progress Report, as applicable
	7.2 Calibration Period	Calibration Plan	Due with Quarterly Progress Report, as applicable
8	In Situ Mine Drainage Treatment		
	8.1 In Situ Treatment Facility	In Situ Treatment Facility Plan	Due with Final Report
	8.2 Construct In Situ Facility	In Situ Treatment Facility	Due November 30, 2018
9	Drain Tunnel Discharge Ex Situ Treatment		
	9.1 Design and Construct Drain Tunnel Treatment System	Construction Plan  Ex Situ Treatment Facility	Due with Final Report  Due November 30, 2018
	9.2 Remediation Work Plan	Draft Remediation Work Plan  Final Remediation Work Plan	Due with first Quarterly Progress Report  Due with Final Report
	10.1 Monitor Treatment Facility	Biosentinel Monitoring Report  Water Quality Monitoring Report	Due with Final Report  Due with Final Report

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<u>Task</u>	<u>Task Title</u>	<u>Deliverables</u>	<u>Estimated Completion Dates</u>
	10.3 Develop Operations, Maintenance, and Monitoring Plan (OMMP)	Project Long-term OMMP	Due with Final Report
11	Final Report and Publications	Draft Final Report  Final Report  Publication Report	Due September 30, 2018  Due November 30, 2018  Due with Final Report

**6.03.4 Compliance:** Provide all information relevant to ensuring compliance with applicable Federal, State, local, or other laws, as applicable

**6.04 Contacts:**

The Project Officials during the term of this Agreement are:

<p><b><u>CDFW Grant Manager:</u></b>  <b>Name:</b> Erin Aquino-Carhart, Environmental Scientist  <b>Address:</b> 1416 9<sup>th</sup> Street, Ste. 1266 Sacramento, CA 95811  <b>Phone:</b> (916) 445-1287  <b>Email:</b> <a href="mailto:Erin.Aquino-Carhart@wildlife.ca.gov">Erin.Aquino-Carhart@wildlife.ca.gov</a></p>	<p><b><u>McCord Environmental, Inc.:</u></b>  <b>Name:</b> Stephen McCord, Project Manager  <b>Address:</b> 759 Bianco Court Davis, CA 95616  <b>Phone:</b> (530) 220-3165  <b>Email:</b> <a href="mailto:sam@mccenv.com">sam@mccenv.com</a></p>
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Direct all administrative inquiries to:

<p><b><u>CDFW Grant Coordinator:</u></b>  <b>Name:</b> James Croft, Grant Coordinator  <b>Address:</b> 1416 9<sup>th</sup> Street, Ste. 1266 Sacramento, CA 95811  <b>Phone:</b> (916) 445-2018  <b>Email:</b> <a href="mailto:James.Croft@wildlife.ca.gov">James.Croft@wildlife.ca.gov</a></p>	<p><b><u>Tuleyome, Inc.:</u></b>  <b>Name:</b> Sara Husby, Project Lead  <b>Address:</b> 607 North Street Woodland, CA 95695  <b>Phone:</b> (530) 350-2599  <b>Email:</b> <a href="mailto:sdhusby@tuleyome.org">sdhusby@tuleyome.org</a></p>
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These points of contact may be changed at any time by either party by providing a ten (10) day advance written notice to the other party.

## SECTION 7 - REPORTS

### 7.01 Progress Reports:

Grantee shall provide **quarterly** progress reports. These reports should be delivered to the CDFW Project Manager identified in Section 6.04 – Contacts in the manner and format identified in Requirements, below.

#### **Requirements:**

- 1) Quarterly Progress Reports shall be submitted to the Grant Manager within thirty (30) days following each quarterly month following Grant execution and for the term of this Grant.
- 2) Grantee shall provide all of the following in each Quarterly Progress Report:
  - List of activities and Tasks performed and/or completed
  - Summaries of meetings and/or other events where the project was presented
  - List and record of milestones accomplished and/or completed
  - List of problems encountered while performing the Task(s) and proposed solutions
  - List of proposed activities and Tasks for the following quarter
- 3) Grantee shall submit to the Grant Manager for review, any and all reports, plans, or other deliverables containing the results of the work performed.

### 7.02 Data Management:

GIS data collected by the project shall be submitted to the Grant Manager with the Final Project in an ArcGIS shapefile with accompanying metadata on a compact disc and to the CDFW California Natural Diversity Database ([http://www.dfg.ca.gov/biogeodata/cnddb/submitting\\_data\\_to\\_cnddb.asp](http://www.dfg.ca.gov/biogeodata/cnddb/submitting_data_to_cnddb.asp)).

### 7.03 Draft and Final Report:

Grantee shall prepare and submit a Draft Final Report to the Grant Manager for CDFW review and comment. Grantee shall incorporate relevant comments received into the Final Report and forward to the Grant Manager. The Draft Report and Final Report are due to the Grant Manager as shown in Section 6.03.4. The Final Report shall be submitted in PDF format and at least one hard copy.

A Final Report which summarizes the life of the Grant and describes the work and results pursuant to Section 6, Project Statement: Objectives and Timelines, is due no later than **November 30, 2018**.

The Final Report shall include the following:

- Whether the project objectives were met and, if so, how

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- Discussion as to why unsuccessful objectives were not met AND what alternative approaches may lead to their success in future remediation efforts
- Recommendations for further studies and other actions to address mine drainage issues

**SECTION 8 - BUDGET**  
**8.01. Expenditure Summary**

	Hourly Rate	Total Hours	Total Amount
<b>PERSONNEL SERVICES</b>			
Project Lead	\$50.00	1200	\$60,000.00
Senior Policy Advisor	\$120.00	288	\$34,560.00
Accountant	\$30.00	576	\$17,280.00
Subtotal			\$111,840.00
Benefits (25%)			\$27,960.00
<b>Total Personnel Services</b>			<b>\$139,800.00</b>
<b>OPERATING EXPENSES</b>			
<b>Subcontractors</b>			
Project Manager (McCord Environmental, Inc.)			\$246,268.00
Mine Reclamation Specialist (Burleson Consulting)			\$1,133,000.00
Chemical Treatment Specialist (TKT Consulting, LLC)			\$144,540.00
Site Manager (Livermore Ranch)			\$445,280.00
Legal Advisor (Lozeau Drury LLP)			\$35,200.00
Analytical Chemist (UC Davis)			\$99,000.00
Biomonitoring Specialist (Independent Consultant - Slotton)			\$27,456.00
Revegetation Specialist (Independent Consultant - Claassen)			\$140,811.00
Financial Audit			\$11,000.00
Subtotal Subcontractors			\$2,282,555.00
<b>Other</b>			
General Expense			
Travel and Per Diem			\$600.00
Printing/Misc.			\$500.00
Software and Supplies			\$750.00
Subtotal Other			\$1,850.00
<b>Total Operating Expenses</b>			<b>\$2,284,405.00</b>
<b>EQUIPMENT</b>			
Field meters for monitoring			\$3,500.00
<b>Total Equipment</b>			<b>\$3,500.00</b>
Indirect Costs (10%)*			\$14,165.00
<b>Total Agreement Amount</b>			<b>\$2,441,870.00</b>

\*Indirect Costs calculated from Subtotal of Personnel Services and Other Operating Expenses

## 8.02 Payment Provisions

**8.02.1 Disbursements:** Grant disbursements will be made to Grantee not more frequently than **QUARTERLY** in arrears, upon receipt of an original itemized invoice and any required progress report or other mandatory documentation as identified within this agreement. The invoice package shall be sent to the Project Manager in printed or electronic form at:

California Department of Fish and Wildlife,  
Watershed Restoration Grants Branch  
Attn: Erin Aquino-Carhart  
1416 9<sup>th</sup> Street, Ste. 1266  
Sacramento, CA 95811

The invoice shall contain the following information:

- The word “Invoice” should appear in a prominent location at the top of the page(s);
- Printed name of Grantee;
- Business address of Grantee including P.O. Box, City, State, and Zip Code;
- Name of the Region/Division of the Department of Fish and Wildlife being billed;
- The date of the invoice and the time period covered; i.e., the term “from” and “to”;
- The number of the Grant upon which the claim is based;
- The invoice must be itemized using the categories and following the format of the budget;
- The total amount due. This should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice. The total amount due shall include all costs incurred by Grantee under the terms of this Grant;
- The original signature of Grantee (not required of established firms or entities using preprinted letterhead invoices); and
- Grantee must provide supporting documentation for the invoice and actual receipts upon request of the Project Manager.

**8.02.2 Invoice Documentation:**

Each invoice for payment must be accompanied by a written description, not to exceed two pages in length, of Grantee's performance under this grant since the time the previous such report was prepared. The report shall describe the types of activities and specific accomplishments during the period for which the payment is being made rather than merely listing the number of hours worked during the reporting period. If cost shares are involved with the project, the final invoice must include a budget summary of cost share expenditures by fund source.

**E1596004**  
**TULEYOME, INC.**

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

**CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE**

By: \_\_\_\_\_  
Signature: Karen Edgren  
Printed Name: Karen Edgren  
Title: Chief, Business Management Branch  
Date: 1/8/16

**AUTHORIZED AGENT FOR GRANTEE**

By: \_\_\_\_\_  
Signature: Bob Schneider  
Printed Name: Sara Husby Bob Schneider  
Title: Executive Director Senior Policy Director  
Date: 12/31/15

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

California Department of Fish and Wildlife  
**Exhibit 1.b – Non-Public Entities**  
**General Grant Provisions**

Agreement Number: \_\_\_\_\_

Grantee Name: \_\_\_\_\_

Page 1 of 6

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the California Department of Fish and Wildlife (CDFW). Grantee may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Grantee agrees that CDFW, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code, CCR Title 2, Section 1896).
5. **INDEMNIFICATION**: Grantee agrees to indemnify, defend and save harmless the State of California, CDFW, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all of Grantee's employees or agents, contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.
6. **DISPUTES**: Grantee shall continue with the responsibilities under this Agreement during any dispute.
7. **INDEPENDENT CONTRACTOR**: Grantee, and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State. Grantee acknowledges and promises that CDFW is not acting as an employer to any individuals furnishing services or work pursuant to this Agreement.
8. **NON-DISCRIMINATION CLAUSE**: During the performance of this Agreement, Grantee and its subcontractors 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, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Grantee and

subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), 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. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

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

**9. UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

**10. LICENSES AND PERMITS (If Applicable):** The Grantee is responsible for obtaining all licenses and permits required by law for accomplishing any work required in connection with this Agreement. Costs associated with permitting may be reimbursed under this Grant Agreement only if approved in the budget detail and payment provisions section.

**11. 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, are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Grantee may copyright the same, except that, as to any work which is copyrighted by the Grantee, the State reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

**12. CONTINGENT FUNDING:** It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of State appropriation of funds for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

This Agreement is valid and enforceable only if sufficient funds are made available pursuant to the California State Budget Act for the fiscal year(s) covered by this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Legislature of any statute enacted by the Legislature which may affect the provisions, terms or funding of this Agreement in any manner.

It is mutually agreed that if the Legislature does not appropriate sufficient funds for the Agreement, the State has the option to terminate the Agreement under the termination clause or to amend the Agreement to reflect any reduction of funds. CDFW has the option to invalidate the contract under the 30-day cancellation clause or to amend the Agreement to reflect any reduction in funds.

**13. RIGHT TO TERMINATE:**

- a. This agreement may be terminated by mutual consent of both parties or by any party upon thirty (30) days written notice and delivered by USPS First Class or in person.
- b. In the event of termination of this Agreement, Grant Recipient shall immediately provide CDFW an accounting of all funds received under the Agreement and return to CDFW all funds received under this Agreement which have not been previously expended to provide the services outlined within this agreement.
- c. Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. CDFW shall reimburse Grantee for all allowable and reasonable costs incurred by it for the Project, including foreseeable and uncancellable obligations. Upon notification of termination from CDFW, Grantee shall use its reasonable efforts to limit any outstanding financial commitments.

**14. CONFIDENTIALITY OF DATA:** The Grantee shall protect from disclosure all information made available by CDFW. The Grantee shall not be required to keep confidential any data or information which is publicly available, independently developed by the Grantee, or lawfully obtained from third parties. Written consent of CDFW must be obtained prior to disclosing information under this Agreement.

**15. DISCLOSURE REQUIREMENTS:** Any document or written report prepared in whole or in part pursuant to this Agreement shall contain a disclosure statement indicating that the document or written report was prepared through an Agreement with the State. The disclosure statement shall include the Agreement number and dollar amount of all Agreements and subcontracts relating to the preparation of such documents or written reports. The disclosure statement shall be contained in a separate section of the document or written report.

If the Grantee or any subcontractor(s) are required to prepare multiple documents or written reports, the disclosure statement may also contain a statement indicating that the total Agreement amount represents compensation for multiple documents or written reports. The Grantee shall include in each of its subcontracts for work under this Agreement, a provision which incorporates the requirements stated within this section.

**16. USE OF SUBCONTRACTOR(S):** If the Grantee desires to accomplish part of the services through the use of one (1) or more subcontractors, the following conditions must be met:

- a. The Grantee shall submit any subcontracts to the State for inclusion in the grant file;
- b. The Agreement between the primary Grantee and the subcontractor must be in writing;

- c. The subcontract must include specific language which establishes the rights of the auditors of the State to examine the records of the subcontractor relative to the services and materials provided under the Agreement; and
- d. Upon termination of any subcontract, the State shall be notified immediately, in writing.

The Grantee shall ensure any subcontract in excess of \$100,000 entered into as a result of this Agreement contains all applicable provisions stipulated in this Agreement.

**17. POTENTIAL SUBCONTRACTOR(S):** Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractor(s) and no subcontract shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the State for the acts and omissions of its subcontractor(s) and of persons directly employed or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractor(s) is an independent obligation from the State's obligation to make payments to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.

**18. TRAVEL AND PER DIEM (if applicable):** The Grantee agrees to pay reasonable travel and per diem to its employees under this Agreement. The reimbursement rates shall not exceed those amounts identified in the Department of Personnel Administration and/or Universities of California travel reimbursement guidelines. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.

**19. LIABILITY INSURANCE (as applicable):** Unless otherwise specified in the Grant Agreement, upon submitting a signed agreement to the State the Grantee shall also furnish to the State either proof of self-insurance or a certificate of insurance stating that there is liability insurance presently in effect for the Grantee of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. Grantee agrees to make the entire insurance policy available to the State upon request.

The certificate of insurance will include provisions a, b, and c, in their entirety:

- a. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the State;
- b. The State of California, its officers, agents, employees, and servants are included as additional insured, by insofar as the operations under this Agreement are concerned; and
- c. The State will not be responsible for any premiums or assessments on the policy.

The Grantee agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Grantee agrees to provide, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year.

New certificates of insurance are subject to the approval of the Department of General Services, and the Grantee agrees that no work or services shall be performed prior to giving of such approval. In the event the Grantee fails to keep in effect, at all times, insurance coverage as herein provided, the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

CDFW will not provide for, nor compensate the Grantee for any insurance premiums or costs for any type or amount of insurance. The insurance required above, shall cover all Grantee supplied personnel and equipment used in the performance of this Agreement. When applicable, if subcontractors performing work under this Agreement do not have insurance equivalent to the above, the Grantee's liability shall provide such coverage for the subcontractor, except for coverage for error, mistake, omissions, or malpractice, which shall be provided by the subcontractor if such insurance is required by the State.

**20. GRANTEE STAFF REQUIREMENTS:** The Grantee represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with CDFW or any other governmental entity.

**21. PROPERTY ACQUISITIONS AND EQUIPMENT PURCHASES:** Property, exclusive of real property, as used in this exhibit shall include the following:

- a. Equipment – Tangible property (including furniture and electronics) with a unit cost of \$5,000 or more and a useful life of four (4) years or more. Actual cost includes the purchase price plus all costs to acquire, install, and prepare the equipment for its intended use.
- b. Furniture, including standard office furnishings including desks, chairs, bookcases, credenzas, tables, etc.
- c. Portable Assets, including items considered 'highly desirable' because of their portability and value, e.g., calculators, computers, printers, scanners, shredders, cameras, etc.
- d. Electronic Data Processing (EDP) Equipment, including all computerized and auxiliary automated information handling, including system design and analysis; conversion of data; computer programming; information storage and retrieval; voice, video and data communications; requisite system controls; simulation and all related interactions between people and machines.

The Grantee may purchase property under this Grant Agreement only if specified in the budget detail and payment provisions section. All property purchased by Grantee is owned by the Grantee. CDFW does not claim title or ownership to the property, but requires Grantee to maintain accountability for all property purchased with grant funds.

California Department of Fish and Wildlife  
**Exhibit 1.b – Non-Public Entities**  
**General Grant Provisions**

Agreement Number: \_\_\_\_\_

Grantee Name: \_\_\_\_\_

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Title or ownership to property with a unit cost of \$5,000 or more may be retained by Grantee or Grantor upon end of the grant cycle; final disposition will be coordinated by CDFW's Grant Manager.

Before property purchases made by the Grantee are reimbursed by CDFW, the Grantee shall submit paid Grantee receipts identifying the Grant Agreement Number, purchase price, description of the item (s), serial number(s), model number(s), and location, including street address where property will be used during the term of this Grant Agreement. Said paid receipts shall be attached to the Grantee's invoice(s).

The Grantee shall keep, and make available to Grantor, adequate and appropriate records of all property purchased with the Grant Agreement funds.

Prior written authorization by the CDFW Grant Manager shall be required before the Grantee will be reimbursed for any property purchases not specified in the budget. The Grantee shall provide to CDFW Grant Manager, all particulars regarding the necessity for such property and the reasonableness of the cost.

Property will only be considered for purchase approval if no other equipment owned by the applicant is available and suitable for the project.

Grant funds cannot be used to reimburse the project for equipment obtained prior to the beginning of the grant term.

Grant funds cannot be used for property if specifically prohibited in the authorizing legislation or restricted in the terms of the program.

Should this Grant Agreement be cancelled for any reason, any property purchased with grant funds shall be returned to Grantor.

State policies and procedures applicable to procurement with nonfederal funds, shall apply to procurement by the Grantee under this Grant Agreement, provided that procurements conform to applicable State law and the standards identified in this exhibit. These include, but are not limited to: statutes applicable to State agencies; statutes applicable to State colleges and universities; public works projects; the California Constitution governing University of California contracting, the State Administrative Manual; statutes applicable to specific local agencies; applicable city and county charters and implementing ordinances including policies and procedures incorporated in local government manuals or operating memoranda.