

**Sierra County
Board of Supervisors'
Agenda Transmittal &
Record of Proceedings**

MEETING DATE: May 17, 2016	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
DEPARTMENT: Department of Public Works and Transportation	
APPROVING PARTY: Tim H. Beals	
PHONE NUMBER: 530-289-3201	

AGENDA ITEM: Resolution approving an Intergovernmental Grant Administration Agreement with the South Tahoe Public Utility District for a portion of the Little Truckee River Restoration and Bridge Replacement Project.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION: This agreement is an update to Agreement 2012-128 which was approved on November 6, 2012. The project is near completion, and the changes to the updated agreement extend the term to December 31, 2016, increase the grant amount by \$18,178.00, and update signatories. Scope of work has not changed and includes installation of a water gauge and funding the PS&E (Plans, Specifications and Engineering) phase of the Low Water Crossing project.

FUNDING SOURCE: GENERAL FUND
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: \$168,718.00 N/A

ARE ADDITIONAL PERSONNEL REQUIRED? <input type="checkbox"/> Yes, -- -- <input checked="" type="checkbox"/> No	IS THIS ITEM ALLOCATED IN THE BUDGET? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No IS A BUDGET TRANSFER REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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SPACE BELOW FOR CLERK'S USE

BOARD ACTION: <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2016- _____ Agreement 2016- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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COMMENTS:

CLERK TO THE BOARD _____ DATE _____

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

**IN THE MATTER OF APPROVING
GRANT ADMINISTRATION AGREEMENT
WITH SOUTH TAHOE PUBLIC UTILITY DISTRICT
FOR LITTLE TRUCKEE RIVER REHABILITATION
AND BRIDGE PROJECT**

RESOLUTION 2016-_____

1. Agreement number 2016-_____ identified as the Intergovernmental Grant Administration agreement with the South Tahoe Public Utility District for a portion of the Little Truckee River Restoration and Bridge Replacement Project is hereby approved.
2. Lee Adams, Chairman of the Sierra County Board of Supervisors, is hereby authorized to sign the referenced agreement on behalf of Sierra County.
3. The County Auditor is authorized to pay purchase orders upon presentation for expenditures made in accordance with the grant agreement.

ADOPTED by the Board of Supervisors of the County of Sierra on the 17th day of May, 2016, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

COUNTY OF SIERRA

LEE ADAMS
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

APPROVED AS TO FORM:

HEATHER FOSTER
CLERK OF THE BOARD

CHRISTIAN CURTIS
DEPUTY COUNTY COUNSEL

INTERGOVERNMENTAL GRANT ADMINISTRATION AGREEMENT

This Agreement (hereinafter the "Agreement") is entered into on May 1, 2016 between the South Tahoe Public Utility District (hereinafter "STPUD") and Sierra County (hereinafter the "County".)

Section 1.

Recitals:

- A. The Department of Water Resources (hereinafter the "DWR") has provided grant funds under Grant Agreement No. 460009718 (hereinafter "Grant Agreement") to STPUD in the amount of \$168,178.00 to manage and implement a portion of the Little Truckee River Restoration and Bridge Replacement Project (hereinafter "Project"), as more fully described in the Proposition 84 Tahoe Sierra Integrated Regional Water Management Proposal, between the Department of Water Resources and South Tahoe Public Utility District, which is attached hereto as Exhibit A and incorporated by reference herein as fully set forth.
- B. The Agreement requires that STPUD administer the funds and partner with the sub-recipient to administer and implement a portion of the Project described above.
- C. The County has the necessary capabilities and resources to implement the Project as required by the terms of the grant.
- D. The County and STPUD wish to document the terms and conditions of the duties associated with these grant funds.
- E. In reliance upon the recitals set forth above, and in consideration of the mutual promises herein exchanged, the County and STPUD agree as set forth below.

Section 2.

STPUD Agrees:

- A. To administer the Grant Agreement, attached hereto and incorporated by reference herein, as is fully set forth consistent with the terms of the Grant Agreement.
- B. To process the County's reimbursement requests in accordance with the grant requirements and the amounts set forth in the Scope of Work outlined in Exhibit B, Implementation Schedule outlined in Exhibit C and Budget outlined in Exhibit D, which are attached hereto and incorporated herein by reference.
- C. To oversee the progress of the Project in accordance with the grant requirements.
- D. To comply with all applicable Federal, State, and local laws in administering the grant funds, specifically including those set forth in the Agreement.
- E. To minimize the time elapsing between the transfer of funds and the disbursement of funds to the County.

- F. To furnish a Grant Contact, Lynn Nolan, or her successor, to carry out the duties for STPUD described above.
- G. To coordinate its project activities with the County and provide the County with copies of all documentation produced to satisfy the grant requirements.
- H. To send the reports listed in Exhibit A under Section 6, "Reports" to:

Cory Saltsman, Environmental Scientist
California Department of Water Resources
Division of Integrated Regional Water Management
901 P Street, Room 213A
PO Box 942836
Sacramento, CA 94236-0001
Tel: (916) 651-9221
e-mail: csaltsman@water.ca.gov

Section 3.

The County Agrees:

- A. To cooperate with STPUD as reasonably required to carry out the purposes of this Agreement.
- B. To complete all applicable Federal and State Environmental Documentation (if required) and obtain and continue in effect for the duration of this Agreement all required governmental licenses and permits required for completion of the Project.
- C. To implement necessary work items for the Project as described in the Scope of Work in Exhibit B.
- D. To provide the deliverables associated with the Little Truckee River Restoration and Bridge Replacement Project as described in the Implementation Schedule of Services in Exhibit C.
- E. To invoice STPUD for the above referenced services in accordance with the grant requirements no more frequently than monthly.
- F. To comply with the provisions of State Grant Agreement No. 4600009718, Exhibits A, B, C& D, when administrating the Project.
- G. To furnish a Contract Administrator, Bryan Davey or his/her successor, who will be responsible for assuring that the duties described in the Scope of Work in Exhibit B and Implementation Schedule outlined in Exhibit C are carried out.

Section 4.

It is Mutually Agreed:

- A. STPUD and the County intend to fulfill their obligations stated in this Agreement, but STPUD shall be required to fulfill this Agreement only if or to the extent that the grant funds are actually provided to STPUD by the State. In the event such grant funds are not provided, or cease to be provided, this Agreement shall automatically terminate.
- B. The County may invoice STPUD for costs associated with the Scope of Services incurred from the date of execution of the Agreement. In no case shall the County's compensation for services rendered under this Agreement exceed \$168,178.00.
- C. STPUD and the County shall mutually hold harmless, indemnify and defend each other and their officers, agents and employees from every expense, liability, or payment by reason of injury (including death) to person or property suffered through any act or omission, including passive negligence or act of negligence, or both directly or indirectly arising from this agreement. This provision shall not be deemed to require either party to indemnify the other against liability or damage arising from the sole negligence or willful misconduct of the other, its agents, officers or employees.
- D. This Agreement contains all of the agreements and warranties of the parties with respect to any matter covered or mentioned in this Agreement. No prior agreements, arrangements or understandings pertaining to such matters shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by each party or each party's successor in interest.
- E. Any provision of this Agreement which proves to be invalid, or illegal, shall in no way affect, impair or invalidate any other provisions of this Agreement, and such other provisions shall remain in full force and effect.
- F. Each party warrants to each other that he or she is fully authorized and competent to enter into this Agreement in the capacity indicated by his or her signature and agrees to be bound by this Agreement as of the effective date of this Agreement.
- G. In the event of a dispute over the interpretation, implementation, or terms of this Agreement any such dispute shall be resolved by binding arbitration between the parties under the California Arbitration Act (Code of Civil Procedure Section 1280 *et seq*). Any such arbitration shall be conducted in South Lake Tahoe, California. If the parties cannot agree on an arbitrator, one will be selected by Judge Suzanne Kingsbury of the El Dorado County Courts, or her successor.
- H. This Agreement may be terminated by either party, with or without cause, on ninety (90) days written notice to the business address of the non-canceling parties.
- I. The performance period of this Agreement shall be from May 1, 2016 through December 31, 2016.

- J. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.
- K. To retain or caused to be retained for access by State for audit, examinations, excerpts, and transcripts all financial and programmatic records, supporting documents, statistical records, or other records which are required to be maintained under the terms of the Agreement for a period of twenty-three (23) years from the date of submittal of the final invoice.

Section 5.

Notice provision for STPUD / The County:

All notices required to be given under this Agreement shall be sent first class mail, return receipt requested to the following:

For STPUD

Lynn Nolan
 Grants Coordinator
 South Tahoe Public Utility District
 1275 Meadow Crest Drive
 E-mail: lnolan@stpud.dst.ca.us

ForThe County

Bryan Davey
 Dept. of Transportation
 Sierra County
 101 Courthouse Square, Annex Building
 Downieville, CA 95936

SOUTH TAHOE PUBLIC UTILITY DISTRICT

BY: _____
 Randy Vogelgesang, President of the Board

DATED: _____

SIERRA COUNTY

BY: _____
 Lee Adams, Chairman of the Board

DATED: _____

ATTEST:

BY: _____
 Heather Foster
 Clerk of the Board

DATED: _____

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES) AND
SOUTH TAHOE PUBLIC UTILITY DISTRICT AGREEMENT NUMBER 4600009718
INTEGRATED REGIONAL WATER MANAGEMENT (IRWM) IMPLEMENTATION GRANTS
CALIFORNIA PUBLIC RESOURCES CODE §75026 ET SEQ.**

THIS AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" and the Central Sierra Resource Conservation and Development Council, a 501(c)(3) non-profit in the Counties of Amador, Alpine, Calaveras, Tuolumne, and Mono, State of California, 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. State shall provide a grant from the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 to Grantee to assist in financing projects associated with the Inyo-Mono Integrated Regional Water Management (IRWM) Plan pursuant to Chapter 8 (commencing with Section 79560) of Division 26.5 of the California Water Code (CWC), hereinafter collectively referred to as "IRWM Program."
2. TERM OF GRANT AGREEMENT. The term of this Grant Agreement begins on the date this Grant Agreement is executed by State, and terminates on April, 30 2016, or when all of the Parties' obligations under this Grant Agreement are fully satisfied, whichever occurs earlier. Execution date is the date the State signs this Grant Agreement indicated on page 8.
3. GRANT AMOUNT. The maximum amount payable by State under this Grant Agreement shall not exceed \$1,437,000.
4. GRANTEE COST SHARE. The reasonable costs for this Agreement are estimated to be \$4,553,345. Grantee shall provide a Grantee Non-State Cost Share (Funding Match) in the amount of at least 25% (unless a Disadvantaged Community project waiver is granted) of the total project cost. Grantee's required minimum Funding Match is determined to be \$1,138,336. Grantee's Funding Match may include cost share performed after September 30, 2008.
5. GRANTEE'S RESPONSIBILITY. Grantee shall faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Project Exhibit B (Schedule) and Exhibit C (Budget). Grantee shall comply with all of the terms and conditions of this Grant Agreement and applicable California Public Resources Code (PRC) requirements.
6. LOCAL PROJECT SPONSOR'S RESPONSIBILITY. Grantee shall assign Local Project Sponsors to act on behalf of Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. Local Project Sponsors shall be assigned in accordance with the participating agencies identified in the Inyo-Mono IRWMP Round 1 project Implementation grant application. Exhibit F identifies Local Project Sponsors. Local Project Sponsors shall also act on behalf of Grantee in the fulfillment of Grantee responsibilities where specifically specified in this Grant Agreement.
7. BASIC CONDITIONS. State shall have no obligation to disburse money for a project under this Grant Agreement unless and until Grantee has satisfied the following conditions in accordance with the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006.
 - a) By signing this Grant Agreement, Grantee demonstrates the designated Local Project Sponsors for each project are aware of and comply with the provisions of the Grant Agreement between State and Grantee.
 - b) Grantee demonstrates the availability of sufficient funds to complete the project, as stated in the Grant Award/Commitment Letter, by submitting the most recent 3 years of audited financial statements.
 - c) Grantee complies with PRC §75102 to notify the California Native American tribe (which is on the contact list maintained by the Native American Heritage Commission) of Project Construction if that tribe has traditional lands located within the area of the Project.
 - d) For groundwater management and recharge projects and for projects with potential groundwater impacts, the Grantee must demonstrate compliance with the groundwater compliance options set forth on page 15 of the IRWM Program Guidelines, dated August 2010.

- e) For the term of this Grant Agreement, Grantee submits timely Quarterly Progress Reports as required by Paragraph 17, "Submission of Reports."
- f) Grantee submits all deliverables as specified in this Paragraph of this Grant Agreement and Work Plan in Exhibit A.
- g) For each project, prior to the commencement of construction or implementation activities, Grantee shall submit to the State the following:
- 1) Final plans and specifications certified by a California Registered Civil Engineer as to compliance for each approved project as listed in Exhibit A of this Grant Agreement.
 - 2) Work that is subject to the California Environmental Quality Act (CEQA) and or environmental permitting shall not proceed under this Grant Agreement until the following actions are performed:
 - i. Grantee submits all applicable environmental permits as indicated on the Environmental Information Form to the State,
 - ii. Documents that satisfy the CEQA process are received by the State,
 - iii. State has completed its CEQA compliance review as a Responsible Agency, and
 - iv. Grantee receives written concurrence from the State of Lead Agency's CEQA document(s) and State notice of verification of environmental permit submittal.

State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (ex. construction or implementation activities) for which it is required. Therefore, the Grantee should get concurrence from DWR on CEQA before beginning any of the work that is subject to CEQA. Once CEQA documentation has been completed, State will consider the environmental documents and decide whether to continue to fund the project or to require changes, alterations or other mitigation. Grantee must also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act by submitting copies of any environmental documents, including environmental impact statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/implementation.
 - 3) For each project included in this Grant Agreement a monitoring plan as required by Paragraph 22, "Project Monitoring Plan Requirements."
8. DISBURSEMENT OF GRANT FUNDS. Following the review of each invoice, State will disburse to Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant 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. For each project, funds will be disbursed by State in response to each approved invoice in accordance with the Exhibit C. Any and all money disbursed to Grantee under this Grant Agreement and any and all interest earned by Grantee on such money shall be used solely to pay Eligible Costs.
9. ELIGIBLE PROJECT COST. Grantee shall apply State funds received only to eligible Project Costs in accordance with applicable provisions of the law and Exhibit C. Eligible project costs include the reasonable costs of studies, engineering, design, land and easement acquisition, legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Work performed after the date of grant award, August 16, 2011, shall be eligible for reimbursement. Reasonable administrative expenses may be included as Project Costs and will depend on the complexity of the project preparation, planning, coordination, construction, acquisitions, implementation, and maintenance. Reimbursable administrative expenses are the necessary costs incidentally but directly related to the project including the portion of overhead and administrative expenses that are directly related to the projects included in this Agreement in accordance with the standard accounting practices of the Grantee.

Advanced funds will not be provided. Costs that are not reimbursable with grant funds cannot be counted as cost share. Costs that are not eligible for reimbursement include but are not limited to:

- a) Costs, other than those noted above, incurred prior to the award date of the Grant.
- b) Operation and maintenance costs, including post construction performance and monitoring costs.
- c) Purchase of equipment not an integral part of a project.
- d) Establishing a reserve fund.

- e) Purchase of water supply.
- f) Monitoring and assessment costs for efforts required after project construction is complete.
- g) Replacement of existing funding sources for ongoing programs.
- h) Travel and per diem costs.
- i) Support of existing agency requirements and mandates (e.g. punitive regulatory agency requirements).
- j) Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or land purchased prior to the effective date of the grant award with the State.
- k) Payment of principal or interest of existing indebtedness or any interest payments unless the debt is incurred after execution of this Grant Agreement, the State agrees in writing to the eligibility of the costs for reimbursement before the debt is incurred, and the purposes for which the debt is incurred are otherwise eligible costs. However, this will only be allowed as Grantee cost share (i.e. Funding Match)
- l) Overhead not directly related to project costs.

10. METHOD OF PAYMENT. After the disbursement requirements in Paragraph 7 "Basic Conditions" are met, State will disburse the whole or portions of the Grant Amount to Grantee, following receipt from Grantee of an invoice for costs incurred, and timely Quarterly Progress Reports as required by Paragraph 17, "Submission of Reports."

Invoices submitted by Grantee shall include the following information:

- a) Costs incurred for work performed in implementing the IRWM Program or program contracts during the period identified in the particular invoice.
- b) Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the construction, operation, or maintenance of a project.
- c) Appropriate receipts and reports for all costs incurred.
- d) Invoices shall be submitted on forms provided by State and shall meet the following format requirements:
 - 1) Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - 2) Invoices must be itemized based on the categories specified in the Exhibit C. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - 3) Sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
 - 4) Each invoice shall clearly delineate those costs claimed for reimbursement from the State's grant amount, as depicted in Paragraph 3, "Grant Amount" and those costs that represent Grantee's and Local Project Sponsors' costs, as applicable, in Paragraph 4, "Grantee Cost Share."
 - 5) Original signature and date (in ink) of Grantee's Project Manager.

Payment will be made no more than monthly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Submit the original and three (3) copies of the invoice form to the following address:

Department of Water Resources
Cory Saltsman, Environmental Scientist
901 P Street, Room 213
Sacramento, CA 95814

11. WITHHOLDING OF GRANT DISBURSEMENT BY STATE. If State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if Grantee does not remedy any such failure to State's satisfaction, State may withhold from Grantee all or any portion of the Grant Amount and take any other action that it deems necessary to protect its interests. State may require the Grantee to immediately repay all or any portion of the disbursed grant amount with interest, consistent with its determination. State may consider Grantee's refusal to repay the requested disbursed grant amount a contract breach subject to the default provisions in Paragraph 13, "Default Provisions."

If State notifies Grantee of its decision to withhold the entire grant amount from Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by Grantee and shall no longer be binding on either party.

12. CONTINUING ELIGIBILITY. Grantee must meet the following ongoing requirements to remain eligible to receive State grant funds:
- a) Timely adoption of an IRWM Plan that meets the requirements contained in Part 2.2 of Division 6 of the CWC, commencing with Section 10530.
 - b) An urban water supplier that receives grant funds governed by this Grant Agreement shall maintain compliance with the Urban Water Management Planning Act (CWC§10610 *et seq.*)
 - c) For groundwater management and recharge projects and for projects with potential groundwater impacts, the Grantee must demonstrate compliance with the groundwater compliance options set forth on page 15 of the IRWM Program Guidelines, dated August 2010.
 - d) Reporting of status of IRWM Plan Update as described in Exhibit E under the heading "Quarterly Progress Report."
13. DEFAULT PROVISIONS. Grantee will be in default under this Grant Agreement if any of the following occur:
- a) Breach of this Grant Agreement, or any supplement or amendment to it, or any other agreement between Grantee and State evidencing or securing Grantee's obligations.
 - b) Making any false warranty, representation, or statement with respect to this Grant Agreement.
 - c) Failure to operate or maintain projects in accordance with this Grant Agreement.
 - d) Failure to make any remittance required by this Grant Agreement.
 - e) Failure of Grantee or a Local Project Sponsor receiving grant funding through this Grant Agreement to adopt, no later than 2 years after the State executes the Grant Agreement, an IRWM Plan that meets the requirements contained in Part 2.2 of Division 6 of the CWC, commencing with Section 10530.
 - f) Failure to undertake all reasonable and feasible efforts to take into account the water-related needs of disadvantaged communities in the area within the boundaries of the IRWM Plan.
 - g) Failure to comply with Labor Compliance Program (LCP) requirements.
 - h) Failure to meet any of the requirements set forth in Paragraph 12, "Continuing Eligibility."
- Should an event of default occur, State may do any or all of the following:
- i) Declare the Grant be immediately repaid, with interest, which shall be equal to State of California general obligation bond interest rate in effect at the time of the default.
 - j) Terminate any obligation to make future payments to Grantee.
 - k) Terminate the Grant Agreement.
 - l) Take any other action that it deems necessary to protect its interests.
14. PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS: Grantee and Local Project Sponsors shall be responsible for ensuring any and all permits, licenses, and approvals required for performing their obligations under this Grant Agreement are obtained, and shall comply with CEQA (PRC Section 21000 *et seq.*) and other applicable federal, State and local laws, rules, and regulations, guidelines, and requirements for each project described in Exhibit A.
15. RELATIONSHIP OF PARTIES. Grantee and Local Project Sponsors are solely responsible for design, construction, and operation and maintenance of Projects within the Inyo-Mono IRWM Program. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of grant funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee and Local Project Sponsors under this Grant Agreement.
16. GRANTEE REPRESENTATIONS. Grantee accepts and agrees to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 financing. Grantee

warrants that all Local Project Sponsors will be contractually required to comply with this Grant Agreement for their respective project or projects.

17. SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to State. All reports shall be submitted to the State's Project Manager, and shall be submitted in both electronic and hard copy forms. If requested, Grantee shall promptly provide any additional information deemed necessary by State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit E. The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State, of a Project Completion Report for each project listed on Exhibit A is a requirement for the release of any funds retained for such project.
- Quarterly Progress Reports: Grantee shall submit Quarterly Progress Reports on a regular and consistent basis to meet the State's requirement for disbursement of funds. Quarterly Progress Reports shall be sent via e-mail, to the State's Project Manager as specified in Exhibit B. Quarterly Progress Reports shall provide a brief description of the work performed, Grantees activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Quarterly Progress Report should be submitted to DWR no later than one month following the first quarter after the grant agreement is executed with future reports then due on successive three month increments based on the invoicing schedule.
 - Project Completion Reports: Grantee shall prepare and submit to State a separate Project Completion Report for each project included in Exhibit A. Grantee shall submit a Project Completion Report within ninety (90) calendar days of project completion. Each Project Completion Report shall include a description of actual work done, any changes or amendments to each project, and a final schedule showing actual progress versus planned progress, and copies of any final documents or reports generated or utilized during a project. The Project Completion Report shall also include, if applicable, certification of final project by a registered civil engineer, consistent Standard Condition D-15, "Final Inspections and Certification of Registered Civil Engineer." A DWR "Certification of Project Completion" form will be provided by the State.
 - Grant Completion Report: Upon completion of all projects included in Exhibit A, Grantee shall submit to State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Project Completion Report for the final project to be completed under the Grant Agreement. The Grant Completion Report shall include reimbursement status, a brief description of each project completed, and how those projects will further the goals of the IRWM Plan and identify any changes to the IRWM Plan, as a result of project implementation. Retention for the last project to be completed as part of this Grant Agreement will not be disbursed until the Grant Completion Report is submitted to and approved by the State.
 - Post-Performance Reports: Grantee shall submit a Post-Performance Report for each project. Post-Performance Reports shall be submitted to State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated, for each project, annually for a total of 10 years after the completed project begins operation.
18. IRWM PROGRAM PERFORMANCE AND ASSURANCES. Grantee agrees to faithfully and expeditiously perform or cause to be performed all IRWM Program work as described in the final plans and specifications for each project under this Grant Agreement and implement the project in accordance with applicable provisions of the law. In the event State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, Grantee agrees to pay all costs incurred by State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.
19. LABOR COMPLIANCE. Grantee will be required to keep informed of and take all measures necessary to ensure compliance with applicable California Labor Code requirements, including, but not limited to, Section 1720 et seq. of the California Labor Code regarding public works, limitations on use of volunteer

labor (California Labor Code Section 1720.4), labor compliance programs (California Labor Code Section 1771.5) and payment of prevailing wages for work done and funded pursuant to these Guidelines, including any payments to the Department of Industrial Relations under California Labor Code Section 1771.3.

20. OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the Grant made by State, Grantee agrees to ensure or cause to be performed the commencement and continued operation of the projects, and shall ensure or cause the projects to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The Grantee shall ensure that all operations and maintenance costs of the facilities and structures are contractually assumed by the appropriate Local Project Sponsors for their respective projects; State shall not be liable for any cost of such maintenance, management, or operation. Grantee or Local Project Sponsors may be excused from operations and maintenance only upon the written approval of the State's Project Manager. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 13, "Default Provisions."
21. STATEWIDE MONITORING REQUIREMENTS. Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Part 2.76 (commencing with Section 10780) of Division 6 of CWC) and, where applicable, that projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board.
22. PROJECT MONITORING PLAN REQUIREMENTS. The Grant Agreement work plan should contain activities to develop and submit to State a monitoring plan for each project contained in this Grant Agreement. Monitoring plan can be for the entire Proposal or on a per project basis. Along with the Attachment 6 Project Performance Measures Tables requirements outlined on page 21 of the Proposition 84 Round 1 Implementation Proposal Solicitation Package, the Project Monitoring Plan should also include:
- a) Baseline conditions.
 - b) Brief discussion of monitoring systems to be utilized.
 - c) Methodology of monitoring.
 - d) Frequency of monitoring.
 - e) Location of monitoring points.
- A monitoring plan shall be submitted to the State prior to disbursement of grant funds for construction or monitoring activities for each project in this Grant Agreement. See Exhibit G ("Requirements for Data Submittal") for web links and information regarding other State monitoring and data reporting requirements.
23. NOTIFICATION OF STATE. For each project, Grantee shall promptly notify State, in writing, of the following items:
- a) Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to State and State has given written approval for such change. Substantial changes generally include changes to the wording/scope of work, schedule or term, and budget. See Exhibit H for guidance on Agreement Amendment requirements.

- b) Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by State's representatives. Grantee shall make such notification at least fourteen (14) calendar days prior to the event.
 - c) Completion of work on a project shall include final inspection of a project by a Registered Civil Engineer, as determined and required by State, and in accordance with Standard Condition D-15 (Final Inspections and Certification of Registered Civil Engineer). Furthermore, the Grantee shall provide the State the opportunity to participate in the inspection. Grantee shall make such notification at least fourteen (14) calendar days prior to the final inspection.
24. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted 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 electronic means. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the below addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.
25. PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.
26. PROJECT REPRESENTATIVES. The Grantee has acknowledged authorization to enter into a cost sharing partnership agreement as documented in Exhibit I. The Project Representatives during the term of this Grant Agreement is as follows.

Department of Water Resources
Paula Landis
Chief, Division of IRWM
P.O. Box 942836
Sacramento CA 94236-0001
(916) 651-9220
plandis@water.ca.gov

South Tahoe Public Utility District
Paul Sciuto
Assistant General Manager, Project Director
1275 Meadow Crest Dr.
South Lake Tahoe, CA 96150
(503) 543-6206
psciuto@stpud.dts.ca.us

Direct all inquiries to the Project Managers:

Department of Water Resources
Cory Saltsman
Environmental Scientist, DIRWM
901 P St, Room 213A
P.O. Box 942836
Sacramento, CA 94236-0001
(916) 651-9665
csaltsma@water.ca.gov

South Lake Tahoe Utility District
Lynn Nolan
Grants Coordinator, Project Manager
1275 Meadow Crest Dr.
South Lake Tahoe, CA 96150
(530) 543-6215
lnolan@stpud.ca.us

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

27. STANDARD PROVISIONS. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

- Exhibit A – Work Plan
- Exhibit B – Schedule
- Exhibit C – Budget
- Exhibit D – Standard Conditions
- Exhibit E – Report Formats and Requirements
- Exhibit F – Local Project Sponsors
- Exhibit G – Requirements for Data Submittal
- Exhibit H – Guidelines for Grantees
- Exhibit I – Grantee Resolution

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

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

South Tahoe Public Utility District

Paula J. Landis, P.E., Chief
Division of Integrated Regional Water
Management
Date _____

Paul Sciuto
Project Director

Date _____

Approved as to Legal Form and Sufficiency

Spencer Kenner, Assistant Chief Counsel
Office of Chief Counsel

Date _____

PROJECT #1: Community Watershed Planning, Tahoe Resource Conservation District

Introduction

Through this project, Community Watershed Planning will be conducted on a select sub-watershed within the Tahoe Basin to address inter-related natural resource issues at a watershed level and to enable residents and agencies to collaborate on strategies, solutions and programmatic environmental improvement implementation. The watershed selection criteria is described below. This project will implement outreach and coordination efforts at the watershed scale and will provide technical assistance to landowners, community members and other stakeholder groups as related to pollutant load reductions, fire defensible space, water conservation measures, invasive species control and management, and other natural resource issues present within selected watershed areas.

Task A: Direct Project Administration

Tahoe RCD will provide all technical and administrative services as needed for project completion, review all work performed, and coordinate budgeting and scheduling to assure that the project is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations.

Deliverables: Preparation of invoices and other deliverables as required

Sub-Task A.1: Labor Compliance Program

Tahoe RCD will pay State Prevailing Wage for all construction activities. Tahoe RCD will be responsible for complying with all Labor Code requirements.

Deliverable: Labor Compliance Plan

Sub-Task A.2: Project Monitoring Plan

Tahoe RCD will prepare a Project Monitoring Plan (PMP). The PMP will include a Project Summary, Goals and Desired Outcomes, as well as Project Performance Measures Tables for category of activities identified in the project. The PMP will be submitted for approval at the start of project implementation and will be used to monitor project progress, measure success, and evaluate environmental benefits resulting from the project.

Deliverable: PMP

Sub-Task A.3: Quarterly Progress Reports

Tahoe RCD will meet project requirements through regular communication with regional and state grant managers and the completion of quarterly progress reports submitted to STPUD by the 30th of the following month. The progress reports will describe activities undertaken and accomplishments of each task during the quarter, milestones achieved, and any problems encountered in the performance of the work completed for the project. The description of activities and accomplishments of each task during the quarter will be in sufficient detail to provide a basis for payment of invoices and will be translated into percent of task work completed for the purpose of calculating invoice amounts. All subcontractor activities and expenditures will be documented in progress reports.

Deliverables: Quarterly Progress Reports

Sub-Task A.4: Draft Final Project Report

Tahoe RCD will prepare and submit a draft final project report for this Project. The report will include the following narrative sections:

- A brief introduction including a statement of purpose, the objectives of the project, and a description of the approach, accomplishments, and lessons learned during the project.
- A list of the task deliverables previously submitted as outlined in the Work Tasks.

- Any additional information that is deemed appropriate by STPUD or by the Department of Water Resources.

Deliverable: Draft Project Report

Sub-Task A.5: Final Project Report

Tahoe RCD will prepare and submit a final project report that incorporates comments made by grant manager(s) on the draft project report.

Deliverable: Final Project Report

Task B: Land Purchase / Easement

There are no activities planned for this task.

Task C: Planning, Design, Engineering, Environmental Documentation

Project is expected to be exempt from CEQA documentation through articles 15304 - Minor Alterations to Land and 15307- Actions by Regulatory Agencies for Protection of Natural Resources. Tahoe RCD will file a notice of exemption with California State Clearing House. Project implementation is not expected to entail significant disturbance to natural resources within the Tahoe Basin. A review of the project tasks will be completed and all necessary environmental documentation will be submitted to State Clearing House and to DWR grant manager for approval prior to implementation of project tasks and deliverables.

Deliverable: Approved and adopted CEQA documentation

Sub-Task C.1: Permitting

Permits, related to the use of herbicide application, where necessary, will be obtained and landowner agreements will be established as necessary for work conducted on public lands and for control and eradication of invasive weed populations. Permits may include easements from the city of South Lake Tahoe and El Dorado County, as well as Tahoe Regional Planning Agency.

Deliverables: Permits to be submitted as obtained and approved through length of project.

Task D: Construction, Implementation

This project will implement an innovative process through a comprehensive Community Conservation Planning and Implementation effort to address natural resource management on a sub-watershed level. Construction bid will be established and posted by the Tahoe RCD for work related to herbicide use, equipment/hand tool operation and control of priority invasive weeds.

Deliverable: Summary of Bid Process

Sub-Task D.1:

The Dollar Point/Carnelian Bay sub-watershed has been identified and will integrate natural resource management and agency/community participation (D.3) to optimize the benefits of combining project implementation for prioritized local natural resource issues.

Selection Criteria

During the planning season of 2011, the RCD delineated the California Side of Lake Tahoe into ten manageable sub-watershed units in which to focus CWP activities. These sub-watersheds are categorized as: Ski Run, Trout and Cold Creeks, Upper Truckee River, Fallen Leaf-Cascade Lake, Meeks-Rubicon Bay, Tahoma-Homewood, Blackwood-Ward Creeks, Tahoe City, Dollar Point-Carnelian Bay, and Kings Beach. Funding provided by this grant will focus on Dollar Point/Carnelian

Bay sub-watershed. The specific tasks to be conducted within this sub-watershed area are outlined through the established scope of work in sub-tasks D.2 through sub-task D.7.

Tahoe RCD will conduct community watershed needs assessment on the selected watershed and develop solutions/alternatives to integrate projects and address the identified needs within the targeted sub-watershed. Watershed needs assessment will be specific to the targeted sub-watershed, but may entail data collection related to eroding slopes, mapping of impervious areas or connectivity of storm-water runoff to local waterways. The goal of a needs assessment will be to identify natural resource concerns within the target watershed area and collect scientific data that will help to inform solutions for the identified natural resource concerns. Once a needs assessment is conducted and natural resource issues are identified, Tahoe RCD will enter into a conversation with local land managers including El Dorado or Placer County, California Tahoe Conservancy and USFS to outline the most appropriate solutions for the identified natural resource needs. Partnering agencies will then seek additional funding to implement solutions. The totality of the watershed needs assessment and the identified solutions will be included in the submitted Community Watershed Plan.

Deliverables: Initial watershed needs assessment; Community Watershed Plans (draft and final)

Sub-Task D.2: Mobilization and Site Preparation

Site preparation will include a complete survey and mapping of priority invasive weeds. All materials utilized for treatment and control of invasive weed populations (soil, rock, plants, etc) will be weed-free certified and procedures for equipment decontamination will be followed prior to entering the construction site. Depending on the population size of identified invasive species populations in the targeted watershed area, a minimum of one site will be treated through federally and state approved techniques for control and removal of prioritized species of concern. Eradication measures will utilize an Integrated Pest Management (IPM) approach to eradicate the noxious weed infestations when discovered. IPM tools include hand pulling, shovel, weed wrench and chemical methods. A cooperative proposal for chemical applications and site review process was developed by the Lake Tahoe Basin Weed Coordinating Group and the California Regional Water Quality Control Board – Lahontan Region and successfully utilized from 2003 to 2007. This agreement will be utilized again in the 2012 and 2013 treatment seasons.

Site locations, target species and prioritized areas of invasive species populations in the Tahoe Basin are developed and vetted through the Lake Tahoe Basin Weed Coordinating Group (LTBWCG). The Lake Tahoe Basin Weed Coordinating Group annually ranks and prioritizes weed species at risk of introduction and spread into the Lake Tahoe Basin region. The evaluation is based on historical survey and mapping data gathered in and around the Basin. A noxious weed is a plant that has been defined as a pest by law or regulation. If a plant is found to be detrimental or destructive and difficult to control or eradicate it can be designated as a noxious weed. These ratings reflect the view of the statewide importance of the pest, the likelihood that eradication or control efforts would be successful, and the present distribution of the pest within the state. The rating also designates the action recommended to manage the pest.

Target species may include, but are not limited to: perennial pepperweed, bull/canadian thistle, cheatgrass, knapweed and starthistle.

Deliverables: Mapped areas of invasive weed infestation, results of control and removal operations.

Sub-Task D.3: Solicit Community Input

Planning processes and project implementation will focus on community input and agency coordination to integrate specific management activities including water resource management, fuels management/fire defensible space, conservation landscaping techniques and invasive weed control.

To increase community participation in, and support for, the implementation of Environmental Improvement Program, Tahoe RCD will:

- Host a minimum of 2 public forums in the Dollar Point/Carnelian Bay sub-watershed, allowing community members the opportunity to give input to participating agencies for the development of a comprehensive community level, watershed-based plan for implementation of specified environmental targets.
- Solicit participation from a minimum of 100 community members through public forums and outreach activities.

Deliverables: Sign-up sheets, agendas, and meeting minutes for public forums

Sub-Task D.4: Public Awareness Campaign

Tahoe RCD will utilize the following techniques to implement multiple-agency, integrated resource outreach efforts:

- Develop education and outreach campaign aimed at increasing and accelerating community participation and support for agency mandated objectives for integrated resource management. Education and Outreach Campaign will include the following components and will target a minimum of 500 property owners:
 - Direct mail to targeted areas
 - Local newspaper advertising
 - Local radio talk shows and advertising
 - Cable television interviews
 - Online promotion, including website, interactive blog and social media (Facebook & Twitter)
 - Neighborhood canvassing by Tahoe RCD staff
 - Neighborhood events, including a block party and public forum
 - Surveys (online, paper form and informal discussions)
- Initiate dialog between local agency representatives and community members on identified natural resource issues and proposed solutions.
- Design Best Management Practices on 100 to 200 private parcels. Best Management Practices (BMPs) that are implemented on homeowners' properties will follow the Tahoe Regional Planning Agencies (TRPA) requirements to control erosion and to infiltrate a 20 year/1" design storm. Recommended BMPs may include driveway-stormwater infiltration, slope stabilization, vegetation establishment, or amending compacted bare soil areas.

Deliverables: Outreach materials, brochures, and mailers; BMP site plans

Sub-Task D.5: Develop Conservation Landscaping Plans

Technical assistance will be provided to property owners on conservation landscaping practices, fire defensible space, and noxious weed management. A minimum of 25 site specific conservation plans will be developed that, to the extent possible, will provide a holistic approach to the integration of multiple natural resource issues including BMPs, fire defensible space, water conservation practices, and invasive species control and restoration measures. Technical assistance will be provided to property owners by on-site visitation by Tahoe RCD staff to develop specific conservation plans as outlined above.

Deliverables: Conservation landscaping plans and listing of property APN numbers for homeowners implementing BMPs or developing conservation landscaping practices on their properties

Sub-Task D.6: Control and Manage Populations of Invasive Species

Tahoe RCD will provide direct technical assistance to a minimum of 45 private property owners to control and manage noxious and invasive biological species of concern in the Lake Tahoe Basin. Technical assistance will include identification of noxious weeds on homeowner's properties and

recommended treatment for control and removal of these noxious weeds. These 45 sites identified for control or management of invasive biological will be a separate deliverable from the 100-200 sites noted above in Task D.4. Information gathered on private parcels will be included in mapping efforts conducted by the Lake Tahoe Basin Weed Coordinating Group and will be entered into the relevant databases including the California Noxious Weed List and the Invasive Plant Inventory maintained by the California Invasive Plant Council, for tracking of existing populations and the efforts to control these populations.

Deliverables: Invasive species control methods; Documentation of management practices

Sub-Task D.7: Utilize Pollutant Load Reduction Model (PLRM)

Using the PLRM, Tahoe RCD will show load reductions based on various watershed scenarios and treatment/control of non-point source and point source pollutants.

Deliverable: Load reduction modeling efforts and developed scenarios

Sub-Task D.8: Performance Testing and Demobilization

Performance measures for work item tasks will be evaluated throughout the length of project implementation and will rely on the measurement tools and methodology, outcome indicators, and targets described in the Project Monitoring Plan (PMP).

Sub-Task D.9: Demobilization

All equipment utilized for project construction and/or invasive weed control and management will be inspected and decontamination procedures will be followed as necessary and as mandated by local regulatory agencies.

Task E: Environmental Compliance, Mitigation, Enhancement

There are no activities planned for this task.

Task F: Construction Administration

Tahoe RCD will provide all technical and administrative staffing services as needed for construction oversight, including reviewing invoices for accuracy, ensuring timely construction progress, processing payment and meeting all applicable procurement policies and regulations.

Task G: Other Costs

There are no activities planned for this task.

Task H: Construction/Implementation Contingency

There are no activities planned for this task.

PROJECT #2: Town of Truckee – Water Quality Monitoring Program

Introduction

The Truckee River Water Quality Monitoring Plan (TRWQMP) has been created in response to an order issued by the Lahontan Regional Water Quality Control Board (the Board). The California Water Code Section 13267 Board order, issued to both Placer County (the County) and the Town of Truckee (the Town) on March 9, 2007 and July 3, 2007, respectively, required the creation of a comprehensive monitoring plan for the middle Truckee River. Though regulated under separate board orders, the County and Town chose to coordinate efforts in the development of a monitoring program to ensure the cost-effective collection, integration and analysis of water quality data within the watershed. The TRWQMP has been completed and approved. In 2009, the Town voluntarily started implementing Phase I of the TRWQMP, but requires additional funds for implementation and operation of Phase II of the plan.

The project area covered under the TRWQMP includes the main stem of the middle Truckee River and all areas contributing surface water runoff between its outlet from Lake Tahoe and its confluence with Juniper Creek. This area includes 15 sub-watersheds, which drain to the main stem of the Truckee River either through tributaries, direct runoff, or storm-water infrastructure. Preliminary screening for potential source areas was conducted using an integration of GIS data on land use, land condition and other human disturbances. The analysis resulted in the classification of each sub-watershed as low, medium or high disturbance. Of the seven identified high disturbance sub-watersheds, three are in Truckee including Truckee Town Corridor, Donner/Cold Creeks and Trout Creek. The TRWQMP was subsequently designed to focus monitoring resources and efforts on those high disturbance sub-watersheds where water quality is expected to be the most impaired and where the majority of actions under the Town's SWMPs are expected to be implemented.

The Town will implement and operate portions of Phase I and Phase II of the TRWQMP within Truckee.

Task A: Direct Project Administration

The Town will provide all technical and administrative services as needed for project completion, review all work performed, and coordinate budgeting and scheduling to assure project is completed within budget, on schedule, and in accordance with approved procedures, applicable laws and regulations.

Deliverables: Preparation of invoices and other grant deliverables as required.

Sub-Task A.1: Labor Compliance Plan

The Town will comply with all applicable labor laws and regulations.

Deliverable: Labor Compliance Plan

Sub-Task A.2: Project Monitoring Plan

The Town will prepare a Project Monitoring Plan (PMP). The PMP will include a Project Summary, Goals and Desired Outcomes, as well as Project Performance Measures Tables for category of activities identified in the project. The PMP will be submitted for approval at the start of project implementation and will be used to monitor project progress, measure success, and evaluate environmental benefits resulting from the project.

Deliverable: PMP

Sub-Task A.3: Performance Measures

The Truckee River Water Quality Monitoring Plan (TRWQMP) provides a framework for reporting data and comprehensive analysis. An annual report will be produced every year and results of the monitoring data coordinated with the annual reporting and effectiveness evaluation for the Stormwater Management Programs. Annual reports will be posted on the Town's website. Data will be reported to the Truckee River Information Gateway (TRIG) and will be available to other agencies and the public.

Deliverables: TRWQMP, Annual Report

Sub-Task A.4: Quarterly Progress Reports

The Town will meet project requirements through regular communication with regional and state grant managers and the completion of quarterly progress reports submitted to STPUD by the 30th of the month following the end of each calendar quarter. The progress reports will describe activities undertaken and accomplishments of each task during the quarter, milestones achieved, and any problems encountered in the performance of the work completed for the project. The description of activities and accomplishments of each task during the quarter will be in sufficient detail to provide a basis for payment of invoices and will be translated into percent of task work completed for the purpose of calculating invoice amounts. All subcontractor activities and expenditures will be documented in progress reports and invoices.

Deliverables: Quarterly Progress Reports

Sub-Task A.5: Draft Final Project Report

The Town will prepare and submit a draft final project report for this Project. The report will include the following narrative sections:

- A brief introduction including a statement of purpose, the objectives of the project, and a description of the approach, accomplishments, and lessons learned during the project.
- A list of the task deliverables previously submitted as outlined in the Work Tasks.
- Any additional information that is deemed appropriate by STPUD or by the Department of Water Resources.

Deliverable: Draft Project Report

Sub-Task A.6: Final Project Report

The Town will prepare and submit a final project report that incorporates comments made by grant manager(s) on the draft project report.

Deliverable: Final Project Report

Task B: Land Purchase, Easement

There are no activities planned for this task.

Task C: Planning, Design, Engineering, Environmental Documentation

CEQA Categorical Exemption has been completed and filed with the State Clearinghouse.

Deliverable: Approved and adopted CEQA documentation.

Sub-Task C.1: Permitting

Permits are not anticipated at this time. Permit requirements may change depending upon specific locations of monitoring. If required, permits will be provided as a deliverable and may include a 404 permit issued by the Army Corp of Engineers (Nationwide 5), and/or a 401 Water Quality Certification (flood plain exemption).

Deliverable: 404 Permit.

Task D: Construction/Implementation

The Project will comply with all applicable laws and regulations regarding the bid process. Water monitoring will be implemented according to the TRWQMP guidelines. Any modifications to monitoring guidelines in accordance with the adaptive management provisions of the TRWQMP will be documented in the annual Sampling and Analysis Plan (SAP) (deliverable for Task D).

Subtask D.1: Mobilization & Site Preparation

The Town will establish tributary monitoring and additional discrete community station locations based on access, land use, safety, and priority watershed drainage area.

Sub-Task D.2: Perform Discrete Community Monitoring

Discrete community monitoring will be performed at 3 to 10 outfall locations per year that drain priority areas. Discrete community monitoring consists of performing water quality sampling at small outfall drainage locations to evaluate pollutants related to sediment. Monitoring will be performed during storms and snow melt events (approximately 6-8 times per year) at each station. Monitoring will consist of one, or a combination, of the following methods; installing and using passive grab samplers, grab samples, and/or field monitoring methods.

Sub-Task D.3: Perform Rapid Assessment Monitoring

The Town will perform rapid assessment monitoring (RAM) along the Truckee River and one mile along 2 tributaries. RAM consists of establishing 150 meter reaches in which cross sections across the river or stream every 30 meters are evaluated for sediment size at 5 locations across each section. The reach is given a priority based on the size and quantity of fine sediment deposition.

Sub-Task D.4: Perform In Stream Monitoring

In stream monitoring will be performed in 1 to 2 locations on tributaries near the confluence with or in the main stem of the Truckee River, with focus on monitoring for sediment related constituents. Grab samples and/or turbidity gauges will be used with a focus on storms and snow melt events at each location.

Sub-Task D.5: Data Analysis and Reporting

A database including previous year monitoring data will be maintained and updated throughout the grant term. The annual report will include data analysis of Truckee's water quality monitoring for the previous year. A Sampling and Analysis Plan (SAP) will be completed concurrent with the next years monitoring. The SAP will include any modifications to the monitoring due to lessons learned and field conditions as well as safety, localized maps of each station, and other details for field personnel.

Deliverables: Monitoring database will be provided; report will be posted on the Town website and/or TRIG website for public use; and the annual SAP will be provided.

Task E: Environmental Compliance, Mitigation, Enhancement

There are no activities planned for this task.

Task F: Construction Administration

Town will provide all technical and administrative staffing services as needed for any implementation oversight, including reviewing invoices for accuracy, ensuring timely construction progress, processing payment and meeting all applicable procurement policies and regulations.

Task G: Other Costs

There are no activities planned for this task.

Task H: Construction/Implementation Contingency

There are no activities planned for this task.

PROJECT #3: Little Truckee River Restoration and Bridge Replacement Project

Introduction

Sierra County Department of Transportation maintains a County bridge over the Little Truckee River in Sierra County, CA. This bridge serves the Independence Lake recreation area as well as private land holdings and USFS land tracts. This bridge utilizes a railroad flat car for its structure. Because the bridge length is short, a constriction of the river at the bridge has caused increased flow velocities, increased high water elevations and caused channel bed and bank scour. The County has been notified by Caltrans that this bridge is rated as "Scour Critical", indicating loss of support around the abutments affecting the structural integrity of the bridge.

The approved replacement in the Project Study Report (PSR) utilizes the existing bridge structure as a temporary bridge detour. Following construction of the new bridge, the detour span becomes available for reuse at the Independence Creek tributary low water crossing, just over 1 mile from the Little Truckee River Bridge site. This reuse represents significant cost savings to the low water crossing project, and is an example of using Low Impact Design to obtain several of the project goals.

Task A: Direct Project Administration

Sierra County will be responsible for project administration. This work will include preparation of all necessary documents for the administration of the grant, project administration including preparation of contracts, hiring of consultants and advertisement, bidding and award of the construction contract(s) as well as contract close-out, data collection and assembly and progress and final reporting. The County will also be responsible for preparation of requests for reimbursement and all accounting necessary for the administration of the project. Sierra County will work closely with the partner agencies through the formal MOU.

Deliverables: Invoices

Sub-Task A.1: Labor Compliance Program

Sierra County will monitor labor compliance throughout the consultant and construction management contract phases of the project.

Deliverable: Labor Compliance Plan

Sub-Task A.2: Project Monitoring Plan

The Project will use best management practices concerning construction standards, health and safety standards, laboratory analyses and methods of classification. Sierra County, as administrator, will develop expected performance measures and a project monitoring plan (PMP) for monitoring the progress of the project. The county has determined that new land acquisition or right-of-way will not be required and all construction will take place within existing or new easements. Under a conditional agreement, the USGS gauge will be placed on USFS land.

Deliverable: PMP

Sub-Task A.3: Quarterly Progress Reports

Quarterly reports will be filed by the County with the State beginning the end of quarter following Grant award, and will continue for the term of the grant.

Deliverables: Quarterly Reports

Sub-Task A.4: Final Project Report

Sierra County shall prepare and submit to State a Project Completion Report for Little Truckee River Restoration and Bridge Replacement Project listed in Exhibit A within (90) ninety calendar days of project completion. The Project Completion Report shall include a description of actual work done, any changes or amendments to each project, and a final schedule showing actual progress versus planned progress, and copies of any final documents or reports generated or utilized during a project. The

Project Completion Report shall also include certification of final project by a registered engineer, consistent Standard Condition D-15, "Final Inspections and Certification of Registered Civil Engineer." A DWR "Certification of Project Completion" form provided by the State.

Deliverable: Final Project Report

Task B: Land Purchase / Easement

It is anticipated that a temporary construction easement will be required for the detour bridge over the Little Truckee River. This easement will be acquired during the design phase of the bridge replacement. No other acquisitions or easements will be required for this project.

Deliverables: Copies of Easement Permits

Task C: Planning, Design, Engineering, Environmental Documentation

Sierra County will be hiring an engineering firm to ensure that all construction meets State of California, Department of Transportation Standards for bridge and roadway design and construction. The necessary permits—Army Corp of Engineers 404 permit, the NEPA documents, California Fish and Game Streambed Alteration Agreement, California Regional Water Quality Control Board, Lahontan Region Section 401 Water Quality Certification and CEQA documents—will be obtained. All tasks necessary to comply with CEQA and NEPA and any other environmental compliance requirements will be administered by the County

Deliverables: CEQA and NEPA documentation as required.

Sub-Task C.1: Assessment and Evaluation

The assessment and planning for the Little Truckee River Bridge Replacement portion of the project has been completed with the filing of the January 2010 Project Study Report. The Low Water Crossing assessment and evaluation was completed by the USFS. The river gauging station assessment and evaluation has been completed by the USGS at the request of Sierra County. Sierra County will complete the surveying, topographic mapping, and geotechnical investigations. This work will include the initial survey and site investigations necessary to develop the construction plans for the bridge and determine the necessary scope of the environmental studies.

Deliverables: Evaluation letter from USFS detailing division of labor, initial surveys, site investigations, and final determinations.

Sub-Task C.2: Final Design

Sierra County will perform the following to complete the Final Design of the project:

- Preliminary Design for Environmental Documentation (50% design)
- Design Development Plans, and Estimate (65% complete)
- Hydraulic and hydrologic investigation, analysis, report and recommendations
- 95% Plans, Specification and Estimate
- Final Plans, Specifications and Estimate

Deliverables: Final Plans and Specifications

Sub-Task C.3: Environmental Documentation

In order to complete the necessary Environmental Documentation, Sierra County will perform initial studies, field review, mapping, biological studies and consultations, and archeological and cultural resources studies. Sierra County will also look into an aquatic organism passage evaluation and geomorphology analysis and review recommendations. Project Environmental Documents will be prepared and circulated; Environmental Document and Findings will be approved.

Deliverables: Environmental Documents

Sub-Task C.4: Permitting

Sierra County will obtain a Section 404 Permit from USACE, a Streambed Alteration Permit from CA Dept. of Fish and Game, a Section 401 Certification Permit from Lahontan Regional Water Quality Control Board, and a NOI and SWPPP for the construction activities.

Deliverables: Copies of all permits

Task D: Construction/Implementation

The Little Truckee River project involves the replacement/relocation of an existing single-lane railroad flatcar bridge on Old Fibreboard Rd, which crosses the Little Truckee River at a low-water crossing. The site is approximately 1.5mi south of the Truckee Summit and State Hwy 89. The replacement bridge will be a longer two-lane structure with a clear width of 28 feet that will be 80 to 100 feet in length. The bridge will have a timber deck and the approach roadways will be reconstructed with paved surface for a distance of approximately 400 feet (200 feet from the bridge in each direction).

Site plan activity:

Temporary by-pass

- A temporary by-pass road/ bridge will be constructed approximately 30ft upstream of the existing bridge.
- Upon completion of the project all temporary by-pass bridge/road material will be removed, and;
 - River banks and slopes will be restored to original grade.
 - Erosion control measures will be implemented and subject to approval by permitting agencies, the Tahoe National Forrest and Sierraville Ranger District.

Existing Bridge Demolition

- Upon demolition of existing bridge
 - Removal of existing abutments will be done during low flow events to prevent significant impact.
 - Debris collected during abutment removal will be transported to an approved disposal site.
 - Existing bridge structure material will be salvaged for County use.
 - Material excavated to widen channel will be re-used for approach fills.

New Bridge Construction

- Construction activities will be restricted to the existing roadway and adjacent graveled areas.
- The replacement bridge will be constructed at the same location and on the same alignment as the existing bridge.
- New abutments will be supported by 24in diameter cast dilled hole piles to a depth approximately 55ft below existing bridge deck, and approximately 3ft below existing channel bottom.

Site Restoration

- A proposed plan for river-water-protection during abutment removal and replacement will be incorporated in the project design. The plan will include, but not be limited to, working at a low-water period and installing sandbags on the river-side of each existing abutment.
- Best management practices will be used to control any runoff from work and other disturbed areas.

Sub-Task D.1:

Surveying, topographical mapping, geotechnical investigations

Sub-Task D.2:

Obtain consultant construction administration contract.

Sub-Task D.3:

Advertise, Bid and Award construction Contact

Deliverable: Summary of Bid Process to include contract

Sub-Task D.4:

Construction

Sub-Task D.5:

Install Gauging Station (by USGS)

Sub-Task D.6:

Collect baseline water quality samples at low water crossing site and downstream of Little Truckee River Bridge

Sub-Task D.7:

Install bank and channel stabilization at low water crossing site

Sub-Task D.8:

Construction close-out and assumption of improvements

Sub-Task D.9:

Collect and organize stream gauge data

Deliverable: Stream gauge data

Task E: Environmental Compliance, Mitigation, Enhancement

USGS under agreement with Sierra County will install, operate and maintain new stream gauge station near the location of the Little Truckee River Bridge.

The stream gauge station will collect data regardless of extremes in flow. This includes raw 15 minute "unit value" stream stage data, transmitted regularly by Geostationary Operational Environmental Satellite (GOES) satellite on channel-space assigned to USGS by NOAA Environmental Satellite, Data, & Information Service. Data collection also includes measurement and recording of high-water peaks, and of point-of-zero-flow.

USGS, who owns and operates the gauge station, will make monthly site visits to the gauge station to service, maintain, verify, and calibrate proper functioning of the onsite recording and transmission equipment as per the agreement held between USGS and Sierra County. This also includes (a) post-flood reestablishment of stream-to-gauge communication owing to stream aggradation of the gauge pool and/or the orifice line, and (b) post-flood recording and use of high-water marks.

Monthly discharge measurements will be made directly in-stream to develop and/or maintain a Rating Curve, quantifying the relationship between stage and discharge. This also includes quantification of any shifting of the stage-discharge relationship in the face of gradual or event-driven change caused by erosion or deposition, changes in vegetation, normal or unintended human or animal activities, vandalism, etc.

Site visit data will be used to appropriately and mathematically correct and/or shift the transmitted "unit value" stage data relative to the Rating and the gauge datum. All such data analysis will be done in accordance with nationwide USGS quality-control standards and procedures of review, including final approval of "daily value" data.

Finalized mean daily discharge data will be published in the USGS "Water Resources Data for California" series of annual reports. The availability of a national depot for serving shift-adjusted rating curves for stream gauges will be shown on the National Water Information System Web (NWISWeb). All provisional and final data will be posted on the USGS California Water Science Center internet NWIS Page

Task F: Construction Administration

Sierra County will provide all technical and administrative staffing services as needed for construction oversight, including reviewing invoices for accuracy, ensuring timely construction progress, processing payment and meeting all applicable procurement policies and regulations.

Task G: Other Costs

There are no activities planned for this task.

Task H: Construction/Implementation Contingency

A construction contingency has been budgeted under the Non-State Share Funding Match for this project.

PROJECT #4: Truckee River Watershed Council – Negro Canyon Restoration

Introduction

Negro Canyon has been impacted by many waves of human use, from grazing to logging to off-highway vehicle use. These impacts have and are contributing to water quality degradation within the larger Truckee River drainage. In big rainstorms, large amounts of sediment erode from the roads of Negro Canyon into Donner Lake via Gregory Creek. Large gullies remain long after the storms. Gregory Creek has been impacted from road construction and several headcuts have developed in the creek, leading to even more erosion and degradation of riparian and in-stream habitat.

The Negro Canyon Restoration project will reduce flood flows in Gregory Creek, improve water quality and reduce sedimentation by decreasing erosion and increase and improve riparian habitat through restoring natural drainage patterns.

Task A: Direct Project Administration

Truckee River Watershed Council (TRWC) will provide all technical and administrative services as needed for project completion, review all work performed, and coordinate budgeting and scheduling to assure that the project is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations. Administrative activities will include coordination of environmental, permitting, construction activities, operation of the project monitoring program, preparation of invoices and maintenance of financial records, meetings, and solicitation of professional services for execution of work, preparing quarterly reports, and notifying DWR at least 15 days prior to any media events.

Deliverables: Preparation of invoices and other deliverables as required

Sub-Task A.1: Labor Compliance Program

TRWC will pay State Prevailing Wage for all construction activities. TRWC will be responsible for complying with all Labor Code requirements and will provide all necessary documentation of compliance to grant manager prior to finalizing contract.

Deliverable: Documentation of labor compliance as required

Sub-Task A.2: Monthly/Quarterly Progress Reports

TRWC will meet project requirements through regular communication with regional and state grant managers and the completion of monthly and quarterly progress reports submitted to STPUD by the 30th of the following month. The progress reports will describe activities undertaken and accomplishments of each task during the quarter, milestones achieved, and any problems encountered in the performance of the work completed for the project. The description of activities and accomplishments of each task during the quarter will be in sufficient detail to provide a basis for payment of invoices and will be translated into percent of task work completed for the purpose of calculating invoice amounts. All subcontractor activities and expenditures will be documented in progress reports.

Deliverables: Quarterly Progress Reports

Sub-Task A.3: Draft Project Report

TRWC will prepare a draft final project report that includes the results of the tasks listed above. The report will include the following narrative sections:

- A brief introduction including a statement of purpose, the objectives of the project, and a description of the approach, accomplishments, and lessons learned during the project.
- A list of the task deliverables previously submitted as outlined in the Work Tasks.
- Any additional information that is deemed appropriate by STPUD or by the Department of Water Resources.

Deliverable: Draft Final Project Completion Report

Sub-Task A.4: Final Project Report:

TRWC will prepare and submit a final project report that incorporates comments made by regional and state grant managers on the draft project report.

Deliverable: Final Project Completion Report

Sub-Task A.5: Project Monitoring Plan:

TRWC will prepare a Project Monitoring Plan (PMP). The PMP will include a Project Summary, Goals and Desired Outcomes, as well as Project Performance Measures Tables for each category of activities identified in the project. The PMP will be submitted for approval at the start of project implementation and will be used to monitor project progress, measure success, and evaluate environmental benefits resulting from the project.

Deliverable: PMP

Task B: Land Purchase / Easement

There are no activities planned for this task.

Task C: Planning, Design, Engineering, Environmental Documentation

TRWC will complete final design work for Sites D, E, F, and I. Conceptual design work has been completed for these sites, and final design work has been completed for Sites G & H. Final design plans for sites D, E, F, and I will consist of site topographic surveys, detailed mapping, determination of treatment types and placements, determination of cut and fill quantities, construction schematics, and layout for trail relocation.

Deliverable: Final Design plans

Sub-Task C.1: Prepare CEQA Documentation

CEQA will be completed for the entire project including all six construction sites. The project should qualify for a Categorical Exemption: 15333, Small Habitat Restoration Projects.

Deliverable: Approved and Adopted CEQA documentation

Sub-Task C.2: Environmental Permitting

TRWC will secure all necessary environmental permits for the project. Permits may be necessary from the following agencies: Lahontan Regional Water Quality Control Board (401 Water Quality Cert); U.S. Army Corps of Engineers (Nationwide 27); State Water Resources Control Board (NPDES); Nevada County (grading permit); and California Department of Fish & Game (Section 1600).

Deliverables: Copies of all permits

Sub-Task C.3: Construction Documents

Construction schematics for projects D, E, F, and I will be produced. Construction documents have been completed for Sites G & H. Construction techniques that are minimally invasive, cost effective, and self-sustaining will be preferred. Techniques that are likely to be used are full-hillside re-contouring, drainage reconnection, headcut repair, biotechnical stabilization (brush-mattressing, willow wattles), and revegetation with native plants. Treatment locations, construction access routes, staging and stockpile areas, BMP recommendations and revegetation plans will be included.

Deliverables: Final Construction Documents

Task D: Construction / Implementation

TRWC will develop a bid package or RFP for construction services, and advertise the construction work. A mandatory pre-bid meeting will take place on-site. A contractor will be hired to complete the work using an evaluation process. Evaluation of the bids will be performed by a qualified team. Bids will be ranked

using standard score sheets taking both cost and experience into account. The top 1-2 ranked companies may be interviewed before selection. The contract will be awarded to the top qualified applicant.

Sub-Task D.1: Construction Mobilization

Equipment will be trailered to the bottom of the canyon. Access roads may need to be improved before all equipment can be walked to work sites. Site preparation will include access road improvements (as needed), material stockpile and staging, and placement of construction BMPs.

Sub-Task D.2: Project Construction

Project construction will begin in summer after seasonal drainages are dry. Construction will be supervised in the field. TRWC shall hold a site tour of the completed project for stakeholders and the general public. The project will also be presented in a public meeting after completion. TRWC shall develop and place interpretive signage at the project site. Work will consist of the following at each site:

Site D: Relocate a portion of the Donner Lake Rim Trail that runs through the project area. This will consist of identifying a new trail alignment, constructing the new trail, and blocking access to the existing trail

Site E: Relocate a portion of the Donner Lake Rim Trail that runs through the project area. This will consist of identifying a new trail alignment, constructing the new trail, and blocking access to the existing trail

Site F: Restoration work will be completed at Site F. The final design plan for Site F will be completed in Task C, therefore exact restoration activities are yet to be defined. Portions of the road through Site F will be removed and revegetated. Restoration actions may include removing fill from existing drainages, grading channels and side slopes, placing rock to stabilize channels, and revegetating with native vegetation.

Site G: Restoration work at Site G will include removing road fill from drainages; broadening, regrading and stabilizing the existing stream channels; and outslipping, functionally decommissioning, and revegetating an old road. Approximately 3,750 square feet of channel and 25,000 square feet of upland will be treated. Revegetation techniques will include seeding, mulching, and brush mattrassing.

Site H: Restoration work at Site H will include rock armoring and revegetation of eroding gullies and ephemeral drainages. Approximately 1,000 square feet of channel and 75 square feet of upland will be treated. Revegetation techniques will be the same as those used at Site G.

Site I: Restoration work at Site I will be conducted in a future phase of work.

Deliverables: Photo-record of construction activities, Copies of interpretive signage

Sub-Task D.3: Demobilization and Re-vegetation

All sites will be stabilized before the onset of winter. Stabilization will include seeding, mulching, and planting using native materials. All equipment will be moved out as project sites are completed (in sequential order). Final re-vegetation work will be completed during an annual volunteer work day in October following construction. TRWC will recruit and train volunteers to participate in the volunteer work day through extensive outreach.

Deliverables: Photo-record of revegetation activities

Sub-Task D.4: Performance Monitoring

The project will be monitored for success including estimates of sediment load reduction as outlined in the Project Performance Measure Tables. Monitoring activities will include direct measurements of soil erosion such as pre- and post- project cross sections and photo-monitoring. Photo-monitoring locations will be established at each project site to document pre- and post-project conditions.

Deliverables: Final monitoring report

Task E: Environmental Compliance, Mitigation, Enhancement

There are no activities planned for this task.

Task F: Construction Administration

TRWC will provide all technical and administrative staffing services as needed for construction oversight, including reviewing invoices for accuracy, ensuring timely construction progress, processing payment, and meeting all applicable procurement policies and regulations. TRWC will also conduct outreach related to project implementation.

Task G: Other Costs

There are no activities planned for this task.

PROJECT #5: Regional Water Conservation Program

Introduction

Urban water suppliers within the Tahoe Sierra IRWM region, including South Tahoe Public Utility District (STPUD), Tahoe City Public Utility District (TCPUD), and North Tahoe Public Utility District (NTPUD), plan to implement a regional approach to water conservation practices. Currently, each agency has individual approaches to water conservation, but the agencies can save money by utilizing several regional approaches to include: ordering water saving appliances and fixtures in bulk; utilizing a single website to advertise programs; utilizing agency water specialists to train each other on implementing new programs within the region, and unifying efforts within the region.

Task A: Direct Project Administration

STPUD will provide all technical and administrative services as needed for project completion, review all work performed, and coordinate budgeting and scheduling to assure that the project is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations. Additionally, STPUD will be the lead agency on this grant program and those costs are reflected in the budget.

Sub-Task A.1: Labor Compliance Program

STPUD will pay State Prevailing Wage for all construction activities and will be responsible for complying with all Labor Code requirements. STPUD will provide all necessary documentation of compliance to grant manager prior to finalizing contract.

Deliverables: Labor Compliance Plan

Sub-Task A.2: Quarterly Progress Reports

Tahoe Sierra Group Partners will meet project requirements through regular communication with DWR and the completion of quarterly progress reports submitted to DWR by the 30th of the month at the end of the calendar quarter (March, June, September, and December). The progress reports will describe activities undertaken and accomplishments of each task during the quarter, milestones achieved, and any problems encountered in the performance of the work completed for the project. The description of activities and accomplishments of each task during the quarter will be in sufficient detail to provide a basis for payment of invoices and will be translated into percent of task work completed for the purpose of calculating invoice amounts. All subcontractor activities and expenditures will be documented in progress reports.

Deliverables: Quarterly Progress Reports

Sub-Task A.3: Draft Project Report

STPUD will prepare a draft project report that includes the results of the sub-tasks listed under Construction/Implementation. The report will include the following narrative sections:

- A brief introduction including a statement of purpose, the objectives of the project, and a description of the approach, accomplishments, and lessons learned during the project.
- A list of the task deliverables previously submitted as outlined in the Work Tasks.
- Any additional information that is deemed appropriate by DWR

STPUD will submit copies of the draft project report to DWR for review and comment.

Deliverable: Draft Project Report

Sub-Task A.4: Final Project Report

STPUD will prepare and submit a final project report that incorporates comments made by DWR on the draft project report.

Deliverables: Final Project Report

Sub-Task A.5: Project Monitoring Plan

Tahoe Sierra Group Partners will prepare a Project Monitoring Plan (PMP). The PMP will include a Project Summary, Goals and Desired Outcomes, as well as Project Performance Measures Tables for each category of activities identified in the project. The PMP will be submitted for approval at the start of project implementation and will be used to monitor project progress, measure success, and evaluate environmental benefits resulting from the project.

Deliverable: PMP

Task B: Land Purchase / Easement

There are no activities planned for this task.

Task C: Planning, Design, Engineering, Environmental Documentation

The Tahoe Sierra Group Partners will provide environmental documentation required for the program.

Deliverable: CEQA Notice of Exemption Form

Task D: Construction / Implementation

The Tahoe Sierra Group Partners will coordinate and plan a regional water conservation program. The partners will stay connected through emails and quarterly group meetings to coordinate the Regional Water Conservation Program, which will utilize existing conservation measures as defined by the California Urban Water Conservation Council. These BMP's include turf removal, waterwise house audits, commercial and industrial water savings incentives, homeowner water savings incentives (washing machine, toilet, and faucet rebates) etc. STPUD will provide administrative oversight for the program and Water Conservation Specialist staff time (match).

The Tahoe Sierra Group Partners will launch the program by circulating program brochures in billing inserts of regional partners, partner agencies, and other interested parties. Local nurseries, landscape contractors, hardware stores, and local appliance stores will be provided with a list of updated water savings rebate information.

Sub-Task D.1: Design Program Materials

The STPUD Water Conservation Specialist (WCS) will schedule a meeting with TRCD staff to discuss regulations and program requirements regarding landscaping within the region. They will then design/update an effective brochure for advertising the program, update and print program applications, and develop homeowner contracts for program participants. The WCS will also update homeowner information packets and update and submit media publications.

Deliverables: Program Brochure, Program applications, Homeowner Contracts, Media Publications, Homeowner Information Packet.

Sub-Task D.2: Host Turf Buy Back Workshop

The WCS will create and distribute a flyer for a one day workshop to certify landscape contractors to participate in the Turf Buy Back Program. Participants who attend this one day workshop will be updated on the requirements of the Turf Buy Back Program and water efficient irrigation practices and rebates. They will receive a Certificate of Completion at the end of the workshop.

Deliverables: Flyer, Workshop Certificate of Completion

Sub-Task D.3: Implement Turf Buy Back Program

Participation in the Turf Buy Back Program will consist of the following processes:

- Perform pre-inspection site visit and gather data on homeowner water usage to provide homeowner with estimated total annual water savings
- Take a pre-conversion and post-conversion digital photo of approximately 50 individual properties
- Develop water conservation landscape plan per site with homeowner. The conservation landscape plan shows where the turf is located, how much will be removed, and what it will be replaced with.
- Provide consultation for homeowner throughout implementation of landscape water conservation plan
- Provide homeowner with individual water savings report.
- Input data from Site Inspection Worksheet, Water Conservation Plan, and post site visit into Irrigation database.

Deliverables: Site Inspection Worksheet, Landscape Water Conservation Plan and Water Savings Report, Irrigation Database, copies of site inspections.

Sub-Task D.4: Review and Process Rebates for Water Saving Devices

The Water Conservation program will offer the following rebates to interested participants: HET toilets, smart controllers, clothes washers, and leak repair rebates. The WCS will provide applications to interested participants, verify eligibility, and approve and process rebates. All rebates will be tracked in a database. The Tahoe Sierra Group will issue the following number of rebates:

- 75 High-Efficiency Toilet rebates of \$100 each
- 26 Water Efficient Clothes Washer rebates of \$100 each
- 50 Leak Repair rebates of \$100 each
- 40,000 SF of Grass Turf removed for a rebate of \$1.50 per SF

Deliverable: Rebate Database

Sub-Task D.5: Performance Testing and Data Analysis

The WCS will input data collected from the Irrigation and Rebate databases into a Water Conservation Program database to calculate the total program water savings in gallons. Twenty five (25) post audits will be performed to monitor water savings. With this information, the WCS will compile the annual water savings from the program, including monitoring/auditing results, into a report format to be submitted with annual and final grant reports along with Turf Buy Back landscape photos.

Deliverables: Water Conservation Program Database, Annual Water Savings Report, Landscape Photos, copies of post audits on a cd

Task E: Environmental Compliance, Mitigation, Enhancement

There are no activities planned for this task.

Task F: Construction Administration

Tahoe Sierra Group Partners will provide all technical and administrative staffing services as needed for program oversight, including reviewing invoices for accuracy, ensuring timely program progress, processing payment and meeting all applicable procurement policies and regulations.

Task G: Other Costs

There are no activities planned for this task.

Task H: Construction / Implementation Contingency

There are no activities planned for this task.

PROJECT #6: Montgomery Estates Erosion Control Project

Introduction

Urban development and the concentration of stormwater in the Montgomery Estates subdivision has resulted in a concentrated flow of stormwater from the County of El Dorado Department of Transportation (EDOT) Right-Of-Way (ROW) directed to pervious forested land as well as Trout and Cold Creeks. A portion of the flow originating within regions of Montgomery Estates reaches Lake Tahoe resulting in the transport of fine sediment to Lake Tahoe without infiltration or treatment. The partial connectivity between Lake Tahoe and the Montgomery Estates subdivision resulted in a high to moderate potential to deliver fine sediment to Lake Tahoe.

Area 1 is the first of several phases of the Project for implementation. It is bordered by Cold Creek to the south and southwest, Pioneer Trail on the northwest and undeveloped USFS land to the north and east. Area 1A was constructed in 2011 and Area 1B is to be constructed in 2012. Due to the reduced size of the award, the County of El Dorado is proposing to use the awarded funds to complete Pre-Final and Final Plans and Contract Specifications along with the Construction Administration component for Area 2. Area 2 is the second phase that is bordered by Cold Creek to the northeast, Trout Creek to the southwest, Pioneer Trail to the north, and undeveloped USFS land to the south. This phase is currently partially funded for design through 2011 with construction planned for 2013.

Task A: Direct Project Administration

EDOT will provide all technical and administrative services as needed for project completion, review all worked performed, and coordinate budgeting and scheduling to assure that the project is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations.

Deliverables: Preparation of invoices and other deliverables as required

Sub-Task A.1: Labor Compliance Program

EDOT adheres to and will conform to California Public Contract Code.

Deliverable: Documentation of Labor Compliance, as required.

Sub-Task A.2: Quarterly Reporting

Reports submitted as part of this grant will include quarterly progress reports. Progress reports will include all information pertinent to the scheduling, and budgeting of the Project. It is anticipated that the Project will stay on schedule and within budget, however if changes do occur as a result of unanticipated scenarios it will be reported as appropriate.

Deliverables: Quarterly Progress Reports

Sub-Task A.3: Draft Project Report

EDOT will prepare a draft project report that includes the results of the sub-tasks listed under Construction/Implementation. The report will include the following narrative sections:

- A brief introduction including a statement of purpose, the objectives of the project, and a description of the approach, accomplishments, and lessons learned during the project.
- A list of the task deliverables previously submitted as outlined in the Work Tasks.
- Any additional information that is deemed appropriate by DWR

Deliverable: Draft Project Report

Sub-Task A.4: Final Project Report

EDOT will prepare and submit a final project report that incorporates comments made by grant manager(s) on the draft project report.

Deliverable: Final Project Report

Sub-Task A.5: Project Monitoring Plan

EDOT will prepare a Project Monitoring Plan (PMP). The PMP will include a Project Summary, Goals and Desired Outcomes, as well as Project Performance Measures Tables for category of activities identified in the project.

Deliverable: PMP

Task B: Land Purchase / Easement

There are no activities planned for this task.

Task C: Planning, Design, Engineering, Environmental Documentation

Many detailed assessments have already been completed as a component of the Projects design and development. These include the Existing Conditions Analysis and Preliminary Special Environmental Studies. A Preferred Alternative Report will be completed with existing grant funds. The Final Design Report will be completed as part of this Task. This report will include the technical studies used for preparation of project plans.

Deliverables: Final Design Report.

Sub-Task C.1: Construction Design – 90%

EDOT will develop Pre-Final Plans and Contract Specifications as part of this Sub-Task.

Deliverable: Project plans and specifications at the 90% level.

Sub-Task C.2: Final Design

EDOT will develop Final Plans and Contract Specifications as part of this Sub-Task.

Deliverable: Project plans and specifications at the final level.

Sub-Task C.3: Environmental Documentation

EDOT will use other secured grant funds associated with this Project to complete Initial Studies (Biological, Wildlife, and Cultural) in support of the CEQA and NEPA documents for the Project, as required. Once complete, the documents will be circulated for adoption.

Sub-Task C.4: Permitting

An initial Project checklist for determination of environmental impact will be submitted and approved by the Tahoe Regional Planning Agency (TRPA). A soils hydro approval will also be obtained to approve the proposed excavation depths. All land capability verifications will also be completed.

As required by Lahontan Regional Water Quality Control Board, a Notice of Intent (NOI) for projects greater than 1 acre will be completed if the total disturbance is greater than 1 acre. The County will prepare and submit all permit requirements including a Stormwater Pollution Prevention Plan (SWPPP) to Lahontan.

Deliverables: TRPA and Lahontan approvals/permits, as needed and required.

Sub-Task C.5: Bid Advertisement

All contracting and bid processes will be completed as required by State and County contracting requirements. The County will administer the contract bid process. Bid meetings including pre bid meetings, bid opening, and closing will be conducted by County staff.

The County will resolve any issues requiring an addendum during the advertisement of bids with the preparation of addenda to the technical specifications and/or plans as necessary to correct any issue requiring resolution prior to receipt of bids.

Deliverables: Copies of addenda regarding revisions to the technical specifications and/or plans as necessary to be incorporated in addenda during the bid advertisement process.

Task D: Construction / Implementation

EDOT will use other secured grant funds associated with the Project to contract out construction of the Project. The grant funds requested from the Proposition 84 (IRWMP) sources will not be used for contracting out of any work in this task.

Deliverables: Upon request, EDOT can provide record drawing after the Project has been constructed.

Task E: Environmental Compliance / Mitigation / Enhancement

The County will manage environmental compliance under the terms and conditions of the Projects permits. No additional mitigation or environmental compliance will be necessary above and beyond those measures outlined and included in the Specifications and Contract Documents.

Task F: Construction Administration

EDOT will provide all technical and administrative staffing services as needed for any implementation oversight, including reviewing invoices for accuracy, ensuring timely construction progress, processing payment and meeting all applicable procurement policies and regulations.

Construction management will be completed by the project manager with assistance from the resident engineer on the Project. All submittals and billings will be reviewed for compliance with the standard specifications and preferred design. The County will perform construction oversight and resident engineer responsibilities including all Project construction inspections.

Sub-Task F.1: EDOT Construction Survey

The County will provide construction staking pursuant to the Contract Specifications for the contractor to construct the Project.

Sub-Task F.2: EDOT Inspection

The County will provide construction inspection and materials testing services for the Project. These services include applicable observation and testing services for soil, Portland Cement Concrete, revegetation, and asphalt concrete for compliance with contract documents and relevant County specifications.

Task G: Other Costs

There are no activities planned for this task.

Task H: Construction / Implementation Contingency

The use of other grant funds will be used for the Construction Contingency of this Project.

PROJECT #7 Griff Creek Water Quality Improvements

Introduction

Griff Creek is located within the Kings Beach Watershed on the north shore of Lake Tahoe. Due to development in the urbanized area of Kings Beach, the once braided stream channel system of Griff Creek with natural flood control zones has been forced into a single channel that has resulted in significant bank erosion and incised channels. In addition, the watershed currently has no urban water treatment facilities and the untreated urban runoff flows directly into Griff Creek. The eroding creek and untreated urban runoff is contributing to nutrient and sediment deposition into the creek's outlet, Lake Tahoe. The purpose of the project is to improve the water quality in the Griff Creek subwatershed by preventing further stream degradation, reduce flooding, installing water quality enhancement features, and restoring stream features.

Placer County Department of Public Works will perform and/or provide all required engineering services necessary to prepare final design and construction documents of the Griff Creek Water Quality Project. Placer County will complete the design, publicly bid the project per California Contract Code and have the project constructed.

This Work Plan outlines the Construction contracting tasks that will be completed as part of the grant award. This proposal is for funds related to the construction of the project.

Task A: Direct Project Administration

Placer County Department of Public Works (Placer DPW) will perform all technical and administrative services as needed for project completion, review all work performed, and coordinate budgeting and scheduling to assure that the project is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations. Placer DPW will assign a Project Manager to serve as the primary point of contact throughout the project. The Project Manager will attend progress meetings as defined herein with individual agencies to gather information, coordinate project planning, discuss current project issues, and resolve project constraints.

Deliverable: Preparation of invoices and other deliverables as required

Sub-Task A.1: Labor Compliance Program

Placer County Department of Public Works adheres to and will conform to California Public Contract Code. As required by Proposition 84, Placer DPW will adopt and enforce a labor compliance program pursuant to California Labor Code § 1771.5(b). Compliance with applicable laws, including California Labor Code provisions, will become an obligation of the grant recipient and sub-recipients (i.e., individual project proponents that will receive grant funds) under the terms of the grant agreement between the grant recipient and the granting agency.

A Compliance Program at Placer County is currently in place, and will remain effective at the time of awarding of a contract for a public works project by the grant recipient. Placer County requires Contractors awarded projects to pay prevailing wage to employees.

Deliverables: Labor Compliance Plan

Sub-Task A.2: Quarterly Reporting

Placer DPW will meet project requirements through regular communication with regional and state grant managers and the completion of progress reports submitted to STPUD by the 30th of the following month. The progress reports will describe activities undertaken and accomplishments of each task during the quarter, milestones achieved, and any problems encountered in the performance of the work completed for the project. The description of activities and accomplishments of each task during the quarter will be in sufficient detail to provide a basis for payment of invoices and will be translated into percent of task work completed for the purpose of calculating invoice amounts.

Deliverables: Quarterly Progress Reports

Sub-Task A.3: Daily Field Observation Reports

Placer DPW Project Manager will prepare a daily field observation report documenting field activities, field crews, contractor equipment, field problems, and weather conditions. The Project Manager will compare notes with the contractor's representative at the end of each working day to confirm that work accomplished and quantities completed are the same. Special situations will be documented by the Project Manager by photograph or video. The Project Manager will document defective work until it is repaired to be in conformance with the project plans and specifications.

Deliverables: Daily inspection reports

Sub-Task A.4: Draft Final Project Report

Placer DPW will prepare and submit a draft final project report for this Project at the conclusion of construction. At a minimum, this will include plans, written correspondence, submittals, records, as built drawing, and other appropriate construction documents (for example contract change orders and requests for information).

The draft report will also include the following narrative sections:

- A brief introduction including a statement of purpose, the objectives of the project, and a description of the approach, accomplishments, and lessons learned during the project.
- A list of the task deliverables previously submitted as outlined in the Work Tasks.
- Any additional information that is deemed appropriate by STPUD or by the Department of Water Resources.

Deliverable: Draft Project Report

Sub-Task A.5: Final Project Report

Placer DPW will prepare and submit a final project report that incorporates comments made by grant manager(s) on the draft project report.

Deliverables: Final Project Report

Sub-Task A.6: Project Monitoring Plan (PMP)

Placer DPW will prepare a Project Monitoring Plan (PMP). The PMP will include a Project Summary, Goals and Desired Outcomes, as well as Project Performance Measures Tables for each category of activities identified in the project. The PMP will be submitted for approval prior to the start of project implementation and will be used to monitor project progress, measure success, and evaluate environmental benefits resulting from the project.

Deliverable: PMP

Task B: Land Purchase / Easement

There are no activities planned for this task.

Task C: Planning, Design, Engineering, Environmental Documentation

No additional field studies, assessments or evaluations are needed at this time

Sub-Task C.1: Final Design

Currently, funds awarded to this project from the Bureau of Reclamation are being utilized for design costs. Current work is progressing towards the Final Design level plans and specifications. No monies requested from the IRWMP grant award will be used in Final Design. All costs for design have been secured. The final design documents will consist of final project set of drawings, technical specifications, and engineer's cost estimate.

The plan set will consist of graphic representations reviewed and sealed by a Registered Civil Engineer showing necessary plans, elevations, sections, and details for use by the Contractor to complete construction. All drawings will be black ink on paper to facilitate photocopying. Drawings and details will be consistent with Placer County DPW standards (which may include Caltrans standards) or as approved by Placer County for submittal during project reviews.

Deliverables: Final Plans and Specifications

Sub-Task C.2: Environmental Documentation

The Griff Creek Water Quality Improvement Project is a phase of the overall, comprehensive Kings Beach Watershed Improvement Plan. The Notice of Determination (NOD) for the comprehensive project was received by the California Clearinghouse on December 15, 2008 and adopted by the Placer County Board of Supervisors on December 9, 2008. No monies requested from the IRWMP grant award will be used for environmental documentation.

Deliverables: Final Environmental Documents

Sub-Task C.3: Permitting

Placer County DPW will obtain all necessary permits and written agency approvals to complete this project. Funds from the US Bureau of Reclamation will be used for all permitting activities. No grant funds from Proposition 84 (IRWMP) sources will be used for these tasks.

Tahoe Regional Planning Agency (TRPA) - Placer County staff will review the TRPA file for the project area and obtain verifications for Land Capability and Existing Coverage. A TRPA Public Service Permit application will be prepared and all supporting documentation submitted to the agency for project approval. A Banking of Existing Land Coverage application will also be prepared and submitted to TRPA as needed to document Stream Environment Zone restoration credit and banking for further public use. Placer County will apply to TRPA for a Public Service permit for the project once plans are at 50 percent development. Scenic Impact Assessment and Change of Operation forms will also accompany the submittal as well as all the items required on the submittal checklist. Placer County will respond to comments from the TRPA after initial review of the permit application and revise plans and permit submittal documents as needed in order to secure the final permit prior to construction. Permit conditions will be included in final plans and specifications as needed.

Lahontan Regional Water Quality Control Board Permit - County will prepare permit applications including supporting documentation which will include a SWPPP and submit to the agency. Permits and approvals are anticipated to include:

- NPDES Permit for Discharges of Storm Water Runoff Associated with Construction Activity in the Lake Tahoe Basin (basin-specific permit).
- An exemption for disturbance within the Stream Environment Zone (SEZ).
- Clean Water Act Section 401 Water Quality Certification.

U.S. Army Corp of Engineers - For work within Waters of the United States, this project requires authorization by the U.S. Army Corps of Engineers under the Clean Water Act Section 404. An application for Nationwide Permit 16 will be prepared and submitted to the U.S. Army Corp of Engineers for all work within jurisdictional waters. A Wetlands Delineation map and report will be prepared for submittal to Corp. A pre-application meeting with the Corps of Engineers will be conducted to determine the need for a 404 permit.

Placer County will map wetlands and prepare a certified Wetlands Delineation Report to be submitted to the Corps of Engineers. This information is required for completion of 404 permit and 401 Water Quality Certification processes.

Deliverables: TRPA Land Capability Verification, Soils Hydrology Report and Public Services Permit; Lahontan NPDES Construction Permit, Prohibition exemption for work in the SEZ and 401 Water Quality Certification; US Army Corps of Engineers Section 404 Permit.

Task D: Construction / Implementation

Placer County DPW will administer the contract bid process. The design engineers and the Project Manager will provide bidding assistance during the bidding process. Services during this phase will include responding to bidders' questions, providing information and clarification regarding the project design and technical specifications, and attending one pre-bid meeting. The County will resolve issues requiring an addendum during the advertisement of bids with the preparation of addenda to the technical specifications and/or plans as necessary to correct any issue requiring resolution prior to receipt of bids.

Placer County will publicly advertise the project a minimum of six weeks prior to the opening bid date. Placer County will be responsible for contracting, award, licensing and bonds for the winning Contractor. Placer County will issue the Notice to Proceed.

Improvements will be constructed in this project phase and Placer County DPW will manage construction of the project. All grant funds requested from the Proposition 84 (IRWMP) sources will be used for this task only.

The project will involve improvements to approximately 18 acres of the Griff Creek watershed. Specific construction components consist of infiltrating rock line channel (approximately 760 linear feet), stream bank stabilization with rock boulders (106 square feet), and riparian revegetation treatment (48,542 sf). Stream channel improvements consist of restoring approximately 48,000 sf of stream environmental zone (SEZ) which includes the reintroduction of a 400 linear foot of secondary stream channel. The current wetlands vegetation will be culled to eliminate non-riparian trees (30) and fill material (removal of 5,028 cubic yards). Project will also reverse head cutting issues in a second, secondary channel to the creek. Some of the channel floor elevations will be lowered to increase the wetted surface area. The reintroduction of the secondary channel will also relieve the high flow from the main channel and reduce and/or eliminate the head cutting and bank erosion problem in the main channel. The SEZ will be irrigated until sufficient growth is established.

Sub-Task D.1: Mobilization and Site Preparation

Placer County will prepare the Contractor for work in the project site through pre-construction meetings, and construction mobilization. Placer County DPW will arrange for and provide one (1) set of field construction stakes for clearing limits, rough grade, slope cuts, banks, culverts, drain inlets, and other proposed improvements. Placer County will provide construction staking in sufficient detail and in a timely manner for the contractor to construct the project.

Sub-Task D.2: Performance Testing and Demobilization

Placer DPW will arrange for and provide construction materials testing services for the project. These services include applicable observation and testing services for soil, Portland Cement Concrete, wetlands revegetation, and asphalt concrete for compliance with contract documents and relevant Placer County Department of Public Works specifications. Placer County DPW will assess compliance with revegetation and project site restoration when construction work is complete. Demobilization will be supervised so that the project is completed per specifications.

Task E: Environmental Compliance/Mitigation/Enhancement

Placer County DPW will manage environmental compliance under the terms and conditions of the project permits. No additional mitigation or environmental compliance will be necessary above and beyond those measures outlined and included in the Specifications and Contract Documents.

Task F: Construction Administration

Placer County DPW will perform construction oversight on the Contractor for the project.

Task G: Other Costs

There are no activities planned for this task.

Task H: Construction / Implementation Contingency

A construction contingency has been budgeted under the Non-State Share Funding Match for this project

**EXHIBIT B
SCHEDULE**

Project I: TRCD Community Watershed Planning	2012				2013				2014				2015				2016					
	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3
Task A: Direct Project Administration																						
Sub-Task A.1: Labor Compliance Program																						
Sub-Task A.2: Project Monitoring Plan																						
Sub-Task A.3: Quarterly Progress Reports																						
Sub-Task A.4: Draft Final Project Report																						
Sub-Task A.5: Final Project Report																						
Task B: Land Purchase/Easement																						
Task C: Planning, Design, Engineering, Environmental Doc.																						
Subtask C.1: Permitting																						
Task D: Construction, Implementation																						
Sub-Task D.1: Dollar Point/ Carmelian Bay																						
Sub-Task D.2: Mobilization and Site Preparation																						
Sub-Task D.3: Solicit Community Input																						
Sub-Task D.4: Public Awareness Campaign																						
Sub-Task D.5: Develop Conservation Landscaping Plans																						
Sub-Task D.6: Control and Manage Populations of Invasive Species																						
Sub-Task D.7: Utilize Pollutant Load Reduction Model (PLRM)																						
Sub-Task D.8: Performance Testing and Demobilization																						
Sub-Task D.9: Demobilization																						
Task E: Environmental Compliance, Mitigation, Enhancement																						
Task F: Construction Administration																						
Task G: Other Costs																						
Task H: Construction/Implementation Contingency																						

- - Quarterly Report
- D - Draft Final Report
- F - Final Report

**EXHIBIT B
SCHEDULE**

Project 2: Town of Truckee - Water Quality Monitoring Program	2011				2012				2013				2014				2015				
	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2
Task A: Direct Project Administration	[Shaded]																				
Sub-Task A.1: Labor Compliance Program	[Shaded]																				
Sub-Task A.2: Project Monitoring Plan	[Shaded]																				
Sub-Task A.3: Performance Measures	[Shaded]																				
Sub-Task A.4: Quarterly Progress Reports	[Shaded]																				
Sub-Task A.5: Draft Final Project Report	[Shaded]																				
Sub-Task A.6: Final Project Report	[Shaded]																				
Task B: Land Purchase/Easement	[Shaded]																				
Task C: Planning, Design, Engineering, Environmental Doc.*	[Shaded]																				
Subtask C.1: Permitting	[Shaded]																				
Task D: Construction, Implementation	[Shaded]																				
Sub-Task D.1: Mobilization & Site Preparation	[Shaded]																				
Sub-Task D.2: Perform Discrete Community Monitoring	[Shaded]																				
Sub-Task D.3: Perform Rapid Assessment Monitoring	[Shaded]																				
Sub-Task D.4: Perform In Stream Monitoring	[Shaded]																				
Sub-Task D.5: Data Analysis and Reporting	[Shaded]																				
Task E: Environmental Compliance, Mitigation, Enhancement	[Shaded]																				
Task F: Construction Administration	[Shaded]																				
Task G: Other Costs	[Shaded]																				
Task H: Construction/Implementation Contingency	[Shaded]																				

*CEQA was completed Sept 2008

- = Quarterly Report
- D = Draft Final Report
- F = Final Report
- P = Annual Performance Report

**EXHIBIT B
SCHEDULE**

Project 3: Little Truckee River Restoration and Bridge Replacement Project	2011												2012												2013												2014												2016		
	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3					
Task A: Direct Project Administration	[Shaded]																																																		
Sub-Task A.1: Labor Compliance Program	[Shaded]																																																		
Sub-Task A.2: Project Monitoring Plan	[Shaded]																																																		
Sub-Task A.3: Quarterly Progress Reports	[Shaded]																																																		
Sub-Task A.4: Final Project Report	[Shaded]																																																		
Task B: Land Purchase/Easement	[Shaded]																																																		
Task C: Planning, Design, Engineering, Enviromental Doc. *	[Shaded]																																																		
Subtask C.1: Assessment and Evaluation	[Shaded]																																																		
Subtask C.2: Final Design	[Shaded]																																																		
Subtask C.3: Environmental Documents	[Shaded]																																																		
Subtask C.4: Permitting	[Shaded]																																																		
Task D: Construction, Implementation	[Shaded]																																																		
Sub-Task D.1: Surveying	[Shaded]																																																		
Sub-Task D.2: Obtain Contract	[Shaded]																																																		
Sub-Task D.3: Advertise, Bid & Award Contract	[Shaded]																																																		
Sub-Task D.4: Construction	[Shaded]																																																		
Sub-Task D.5: Install Gauging Station	[Shaded]																																																		
Sub-Task D.6: Collect Samples	[Shaded]																																																		
Sub-Task D.7: Install bank and channel stabalization	[Shaded]																																																		
Sub-Task D.8: Construction close-out and assumption of improvements	[Shaded]																																																		
Sub-Task D.9: Collect and organize stream gauge data	[Shaded]																																																		
Task E: Environmental Compliance, Mitigation, Enhancement	[Shaded]																																																		
Task F: Construction Administration	[Shaded]																																																		
Task G: Other Costs	[Shaded]																																																		
Task H: Construction/Implementation Contingency	[Shaded]																																																		

*CEQA is completed

- - Quarterly Report
- F - Final Report

**EXHIBIT B
SCHEDULE**

Project 4: Truckee River Watershed Council – Negro Canyon Restoration	2012				2013												2014												2015												2016					
	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6
Task A: Direct Project Administration	[Shaded]																																													
Sub-Task A.1: Labor Compliance Program	[Shaded]																																													
Sub-Task A.2: Quarterly Progress Reports	[Shaded]																																													
Sub-Task A.3: Draft Project Report	[Shaded]																																													
Sub-Task A.4: Final Project Report	[Shaded]																																													
Sub-Task A.5: Project Monitoring Plan	[Shaded]	[Blank]																																												
Task B: Land Purchase/Easement	[Blank]																																													
Task C: Planning, Design, Engineering, Environmental Doc.	[Shaded]																																													
Subtask C.1: Prepare CEQA Documentation	[Shaded]																																													
Subtask C.2: Environmental Permitting	[Shaded]																																													
Subtask C.3: Construction Documents	[Shaded]																																													
Task D: Construction, Implementation	[Shaded]																																													
Sub-Task D.1: Construction Mobilization	[Shaded]																																													
Sub-Task D.2: Project Construction	[Shaded]																																													
Sub-Task D.3: Demobilization and Re-vegetation	[Shaded]																																													
Sub-Task D.4: Performance Monitoring	[Shaded]																																													
Task E: Environmental Compliance, Mitigation, Enhancement	[Blank]																																													
Task F: Construction Administration	[Blank]																																													
Task G: Other Costs	[Blank]																																													

● - Quarterly Report
D - Draft Final Report
F - Final Report

**EXHIBIT B
SCHEDULE**

Project 5: Regional Water Conservation Program	2012												2013												2014												2015												2016		
	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3					
Task A: Direct Project Administration	■												■												■												■														
Sub-Task A.1: Labor Compliance Program	■												■												■												■														
Sub-Task A.2: Quarterly Progress Reports	■												■												■												■														
Sub-Task A.3: Draft Project Report	■												■												■												■														
Sub-Task A.4: Final Project Report	■												■												■												■														
Sub-Task A.5: Project Monitoring Plan	■												■												■												■														
Task B: Land Purchase/Easement	■												■												■												■														
Task C: Planning, Design, Engineering, Environmental Doc.	■												■												■												■														
Task D: Construction, Implementation	■												■												■												■														
Sub-Task D.1: Design Program Materials	■												■												■												■														
Sub-Task D.2: Host Turf Buy Back Workshop	■												■												■												■														
Sub-Task D.3: Implement Turf Buy Back Program	■												■												■												■														
Sub-Task D.4: Review and Process Rebates for Water Saving Devices	■												■												■												■														
Sub-Task D.5: Performance Testing and Data Analysis	■												■												■												■														
Task E: Environmental Compliance, Mitigation, Enhancement	■												■												■												■														
Task F: Construction Administration	■												■												■												■														
Task G: Other Costs	■												■												■												■														
Task H: Construction/Implementation Contingency	■												■												■												■														

- - Quarterly Report
- D - Draft Final Report
- F - Final Report

**EXHIBIT B
SCHEDULE**

Project 6: Montgomery Estates Erosion Control Project	2012					2013					2014					2015					2016													
	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4
Task A: Direct Project Administration																																		
Sub-Task A.1: Labor Compliance Program																																		
Sub-Task A.2: Quarterly Progress Reports																																		
Sub-Task A.3: Draft Project Report																																		
Sub-Task A.4: Final Project Report																																		
Sub-Task A.5: Project Monitoring Plan																																		
Task B: Land Purchase/Easement																																		
Task C: Planning, Design, Engineering, Environmental Doc.																																		
Sub-Task C.1: Construction Design - 90%																																		
Sub-Task C.2: Final Design																																		
Sub-Task C.3: Environmental Documentation																																		
Sub-Task C.4: Permitting																																		
Sub-Task C.5: Bid Advertisement																																		
Task D: Construction, Implementation																																		
Task E: Environmental Compliance, Mitigation, Enhancement																																		
Task F: Construction Administration																																		
Sub-Task F.1: EDOT Construction Survey																																		
Sub-Task F.2: EDOT Inspection																																		
Task G: Other Costs																																		
Task H: Construction/Implementation Contingency																																		

● - Quarterly Report
D - Draft Final Report
F - Final Report

**EXHIBIT C
BUDGET**

Summary Budget

Table 8 - Summary Budget						
Proposal Title: Tahoe Sierra IRWMP						
Individual Project Title	Non-State Share (Funding Match)	Requested Grant Funding (DWR Grant Amount)	Other State Funds Being Used	Total	% Funding Match	
	Grand Total (Sum rows (a) through (h) for each column in Table 7)	Grand Total (Sum rows (a) through (h) for each column in Table 7)	Grand Total (Sum rows (a) through (h) for each column in Table 7)	Grand Total (Sum rows (a) through (h) for each column in Table 7)		
(a) Project 1 - Community Watershed Planning - Tahoe Resource Conservation District	\$55,548	\$168,193	\$0	\$223,741	25%	
(b) Project 2 - Water Quality Monitoring Program - Town of Truckee	\$94,365	\$232,635	\$0	\$327,000	29%	
(c) Project 3 - Little Truckee River Bridge Replacement - Sierra County	\$1,840,500	\$150,000	\$0	\$1,990,500	92%	
(d) Project 4 - Negro Canyon Restoration - Truckee River Watershed Council	\$0	\$253,868	\$0	\$253,868	0%	
(e) Project 5 - Regional Water Conservation - South Tahoe Public Utilities District	\$0	\$221,418	\$0	\$221,418	0%	
(h) Project 6 - Montgomery Estates - El Dorado County	\$0	\$186,818	\$0	\$186,818	0%	
(i) Project 7 - Griff Creek Water Quality Improvements - Placer County	\$1,125,932	\$224,068	\$0	\$1,350,000	83%	
(k) Grand Total (Sum rows (a) through (h) for each column)	\$3,116,345	\$1,437,000	\$0	\$4,553,345	68%	

**EXHIBIT C
BUDGET**

Table 7 - Project Budget
Proposal Title: Tahoe Sierra IRWMP
Project Title: Project 1 - Community Watershed Planning - Tahoe Resource Conservation District

Budget Category		(a) Non-State Share* (Funding Match)	(b) Requested Grant Funding	(c) Other State Funds Being Used	(d) Total	(e) % Funding Match
(a)	Direct Project Administration Costs	\$0	\$4,920	\$0	\$4,920	0%
(b)	Land Purchase/Easement	\$0	\$0	\$0	\$0	0%
(c)	Planning/Design/Engineering/ Environmental Documentation	\$0	\$0	\$0	\$0	0%
(d)	Construction/Implementation	\$55,548	\$162,015	\$0	\$217,563	0%
(e)	Environmental Compliance/ Mitigation/Enhancement	\$0	\$0	\$0	\$0	0%
(f)	Construction Administration	\$0	\$1,258	\$0	\$1,258	0%
(g)	Other Costs	\$0	\$0	\$0	\$0	0%
(h)	Construction/Implementation Contingency	\$0	\$0	\$0	\$0	0%
(i)	Grand Total (Sum rows (a) through (h) for each column)	\$55,548	\$168,193	\$0	\$223,741	0%

**List sources of funding: Non-State (Matching) funds will be provided by the Natural Resource Conservation Service through secured funding to implement similar tasks and deliverables as described in this proposal. Funding is made available through the Southern Nevada Public Lands Management Act (SNPLMA)*

Table 7 - Project Budget
Proposal Title: Tahoe Sierra IRWMP
Project Title: Project 2 - Water Quality Monitoring Program - Town of Truckee

Budget Category		(a) Non-State Share* (Funding Match)	(b) Requested Grant Funding	(c) Other State Funds Being Used	(d) Total	(e) % Funding Match
(a)	Direct Project Administration Costs	\$4,000	\$0	\$0	\$4,000	100%
(b)	Land Purchase/Easement	\$0	\$0	\$0	\$0	0%
(c)	Planning/Design/Engineering/ Environmental Documentation	\$1,000	\$0	\$0	\$1,000	100%
(d)	Construction/Implementation	\$89,365	\$232,635	\$0	\$322,000	28%
(e)	Environmental Compliance/ Mitigation/Enhancement	\$0	\$0	\$0	\$0	0%
(f)	Construction Administration	\$0	\$0	\$0	\$0	0%
(g)	Other Costs	\$0	\$0	\$0	\$0	0%
(h)	Construction/Implementation Contingency	\$0	\$0	\$0	\$0	0%
(i)	Grand Total (Sum rows (a) through (h) for each column)	\$94,365	\$232,635	\$0	\$327,000	29%

**List sources of funding: Town of Truckee General Fund*

**EXHIBIT C
BUDGET**

Table 7 - Project Budget
Proposal Title: Tahoe Sierra IRWMP
Project Title: Project 3 - Little Truckee River Bridge Replacement - Sierra County

Budget Category		(a)	(b)	(c)	(d)	(e)
		Non-State Share* (Funding Match)	Requested Grant Funding	Other State Funds Being Used	Total	% Funding Match
(a)	Direct Project Administration Costs	\$5,655	\$0	\$0	\$5,655	100%
(b)	Land Purchase/Easement	\$10,000	\$0	\$0	\$10,000	100%
(c)	Planning/Design/Engineering/ Environmental Documentation	\$225,000	\$0	\$0	\$225,000	100%
(d)	Construction/Implementation	\$1,174,205	\$150,000	\$0	\$1,324,205	89%
(e)	Environmental Compliance/ Mitigation/Enhancement	\$132,000	\$0	\$0	\$132,000	100%
(f)	Construction Administration	\$153,640	\$0	\$0	\$153,640	100%
(g)	Other Costs	\$0	\$0	\$0	\$0	0%
(h)	Construction/Implementation Contingency	\$140,000	\$0	\$0	\$140,000	100%
(i)	Grand Total (Sum rows (a) through (h) for each column)	\$1,840,500	\$150,000	\$0	\$1,990,500	92%

List sources of funding: Sierra County Transportation Commission has programmed the Little Truckee River Bridge Replacement Project in the Federal Transportation Improvement Program (FTIP). The non State match funds have been programmed and are available for the purpose of this project through the Federal Bridge Replacement Program. The Federal Water Master has committed to providing some funding for the operation costs of the water gauge station after the first two years of operation. United States Forest Service has committed funds for the completion of the Environmental Documents and Permits for the Low Water Crossing portion of this Project. The combination of these three non State Funding Sources make up the match funding for the Sierra Tahoe IRWMP Proposal.

Table 7 - Project Budget
Proposal Title: Tahoe Sierra IRWMP
Project Title: Project 4 - Negro Canyon Restoration - Truckee River Watershed Council

Budget Category		(a)	(b)	(c)	(d)	(e)
		Non-State Share* (Funding Match)	Requested Grant Funding	Other State Funds Being Used	Total	% Funding Match
(a)	Direct Project Administration Costs	\$0	\$21,680	\$0	\$21,680	0%
(b)	Land Purchase/Easement	\$0	\$0	\$0	\$0	0%
(c)	Planning/Design/Engineering/ Environmental Documentation	\$0	\$58,125	\$0	\$58,125	0%
(d)	Construction/Implementation	\$0	\$147,000	\$0	\$147,000	0%
(e)	Environmental Compliance/ Mitigation/Enhancement	\$0	\$0	\$0	\$0	0%
(f)	Construction Administration	\$0	\$12,450	\$0	\$12,450	0%
(g)	Other Costs (Reporting)	\$0	\$0	\$0	\$0	0%
(h)	Construction/Implementation Contingency	\$0	\$14,613	\$0	\$14,613	0%
(i)	Grand Total (Sum rows (a) through (h) for each column)	\$0	\$253,868	\$0	\$253,868	0%

List sources of funding: Use as much space as required.

**EXHIBIT C
BUDGET**

Table 7 - Project Budget
Proposal Title: Tahoe Sierra IRWMP
Project Title: Project 5 - Regional Water Conservation Program - South Tahoe Public Utility District (and other agencies)

Budget Category		(a) Non-State Share* (Funding Match)	(b) Requested Grant Funding	(c) Other State Funds Being Used	(d) Total	(e) % Funding Match
(a)	Direct Project Administration Costs	\$0	\$71,848	\$0	\$71,848	0%
(b)	Land Purchase/Easement	\$0	\$0	\$0	\$0	0%
(c)	Planning/Design/Engineering/ Environmental Documentation	\$0	\$0	\$0	\$0	0%
(d)	Construction/Implementation	\$0	\$109,570	\$0	\$109,570	0%
(e)	Environmental Compliance/ Mitigation/Enhancement	\$0	\$0	\$0	\$0	0%
(f)	Construction Administration	\$0	\$40,000	\$0	\$40,000	0%
(g)	Other Costs	\$0	\$0	\$0	\$0	0%
(h)	Construction/Implementation Contingency	\$0	\$0	\$0	\$0	0%
(i)	Grand Total (Sum rows (a) through (h) for each column)	\$0	\$221,418	\$0	\$221,418	0%

*List sources of funding: Use as much space as required.

Table 7 - Project Budget
Proposal Title: Tahoe Sierra IRWMP
Project Title: Project 6 - Montgomery Estates Area 2 FCP - El Dorado County

Budget Category		(a) Non-State Share* (Funding Match)	(b) Requested Grant Funding	(c) Other State Funds Being Used	(d) Total	(e) % Funding Match
(a)	Direct Project Administration Costs	\$0	\$9,000	\$0	\$9,000	0%
(b)	Land Purchase/Easement	\$0	\$0	\$0	\$0	0%
(c)	Planning/Design/Engineering/ Environmental Documentation	\$0	\$88,800	\$0	\$88,800	0%
(d)	Construction/Implementation	\$0	\$0	\$0	\$0	0%
(e)	Environmental Compliance/ Mitigation/Enhancement	\$0	\$0	\$0	\$0	0%
(f)	Construction Administration	\$0	\$89,018	\$0	\$89,018	0%
(g)	Other Costs	\$0	\$0	\$0	\$0	0%
(h)	Construction/Implementation Contingency	\$0	\$0	\$0	\$0	0%
(i)	Grand Total (Sum rows (a) through (h) for each column)	\$0	\$186,818	\$0	\$186,818	0%

*List sources of funding:

**EXHIBIT C
BUDGET**

Table 7 - Project Budget						
Proposal Title: Tahoe Sierra IRWMP						
Project Title: Project 7 - Griff Creek Water Quality Improvement Project - Placer County						
Budget Category	(a) Non-State Share* (Funding Match)	(b) Requested Grant Funding	(c) Other State Funds Being Used	(d) Total	(e) % Funding Match	
(a) Direct Project Administration Costs	\$10,000	\$0	\$0	\$10,000	100%	
(b) Land Purchase/Easement	\$0	\$0	\$0	\$0	0%	
(c) Planning/Design/Engineering/ Environmental Documentation	\$102,593	\$0	\$0	\$102,593	100%	
(d) Construction/Implementation	\$873,339	\$224,068	\$0	\$1,097,407	80%	
(e) Environmental Compliance/ Mitigation/Enhancement	\$0	\$0	\$0	\$0	0%	
(f) Construction Administration	\$0	\$0	\$0	\$0	0%	
(g) Other Costs	\$0	\$0	\$0	\$0	0%	
(h) Construction/Implementation Contingency	\$140,000	\$0	\$0	\$140,000	100%	
(i) Grand Total (Sum rows (a) through (h) for each column)	\$1,125,932	\$224,068	\$0	\$1,350,000	83%	
List sources of funding: Bureau of Reclamation, US Forest Service						

**EXHIBIT D
STANDARD CONDITIONS****D.1 ACCOUNTING AND DEPOSIT OF GRANT DISBURSEMENT:**

- a) **SEPARATE ACCOUNTING OF GRANT DISBURSEMENT AND INTEREST RECORDS:** Grantee shall account for the money disbursed pursuant to this Grant Agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts, disbursements, and interest earned on expenditures of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
- b) **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 law or this Grant Agreement.
- c) **REMITTANCE OF UNEXPENDED FUNDS:** Grantee, within a period of sixty (60) calendar days from the final disbursement from State to Grantee of grant funds, shall remit to State any unexpended funds that were disbursed to Grantee under this Grant Agreement and were not needed to pay Eligible Project Costs.

D.2 ACKNOWLEDGEMENT OF CREDIT: Grantee shall include appropriate acknowledgement of credit to the State and to all cost-sharing partners for their support when promoting the Project or using any data and/or information developed under this Grant Agreement. During construction of the Project, Grantee shall install a sign at a prominent location which shall include a statement that the Project is financed under the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, administered by State of California, Department of Water Resources. Grantee shall notify State that the sign has been erected by providing them with a site map with the sign location noted and a photograph of the sign.

D.3 AMENDMENT: No amendment or variation of the terms of this Grant 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 Grant Agreement is binding on any of the parties. For guidance on the Amendment Requirements see Exhibit H.

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

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

Pursuant to Government Code Section 8546.7, the parties shall be subject to the examination and audit of State for a period of three years after final payment under this Grant Agreement with respect of all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of Grantee or subcontractors shall be preserved for this purpose for at least three (3) years after Project completion. See Exhibit H for a listing of documents/records that State Auditors would need to review in the event of a grant being audited.

D.6 BUDGET CONTINGENCY: LIMIT ON STATE FUNDS. Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 is subject to the availability of funds including any mandates from the Department of Finance, the Pooled Money Investment Board or any other state

authority. The State will not make payments of any kind, including advances or reimbursements, until funding is made available by the State Treasurer.

- D.7 CHILD SUPPORT COMPLIANCE ACT:** For any Grant Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code 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.
- D.8 COMPETITIVE BIDDING AND PROCUREMENTS:** Grantee shall comply with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations in Grantee's contracts with other entities for acquisition of goods and services and construction of public works with funds provided by State under this Grant Agreement.
- D.9 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 Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.10 CONFLICT OF INTEREST**
- a) **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
 - b) **Former State Employee:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- D.11 DELIVERY OF INFORMATION, REPORTS, AND DATA:** The Grantee agrees to expeditiously provide, during work on the Project and throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by the State.
- D.12 DISPOSITION OF EQUIPMENT:** Grantee shall provide to State, not less than 30 days prior to submission of the final project invoice, a final inventory list of equipment purchased with grant funds provided by State. Grantee shall consult with State on the scope of the inventory not less than 60 days prior to the submission of the final project invoice. The inventory shall include all items with a current estimated fair market value of more than \$5,000 per item. Within 60 days of receipt of such inventory, State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.
- D.13 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 may result in return of the invoice to the Grantee. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. Any claim that Grantee may have regarding the performance of this Grant Agreement including, but not limited to claims for additional compensation or extension of time, shall be submitted to the Director, Department of Water Resources, within thirty (30)

calendar days of Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to the Grant Agreement to implement the terms of any such resolution.

D.14 DRUG-FREE WORKPLACE CERTIFICATION

Certification of Compliance: By signing this Grant Agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

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

D.15 FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED CIVIL ENGINEER: Upon completion of a construction project and as determined by State, Grantee shall provide for a final inspection and certification by a California Registered Civil Engineer that the project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement and to the State's satisfaction.

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

D.17 GRANTEE COMMITMENTS: Grantee accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Funding Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Funding Recipient in the application, documents, amendments, and communications filed in support of its request for California Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Act of 2006 financing.

D.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 Grant 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 Grant Agreement.

D.19 INDEPENDENT CAPACITY: Grantee, and the agents and employees of Grantee, if any, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.

D.20 INSPECTIONS: State shall have the right to inspect the work being performed at any and all reasonable times, providing a minimum of a 24-hour notice, during the term of the Grant Agreement. This right shall extend to any local project sponsor, subagreements, and Grantee shall include provisions ensuring such access in all its contracts or sub-contractors entered into pursuant to its Grant Agreement with State. Grantee acknowledges that Project documents may be subject to the Public Records Act (California Government Code Section 6250 et. seq.). State shall have the right to inspect these documents at any and all reasonable times after completion of the Project to ensure compliance with the terms and conditions of

this Grant Agreement. During regular office hours, State shall have the right to inspect and to make copies of any books, records, or reports of the Grantee relating to this Grant Agreement. Grantee shall maintain and shall make available at all times for such inspection accurate records of its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.

- D.21 NONDISCRIMINATION:** During the performance of this Grant Agreement, Grantee and its 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, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Grantee and contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 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 Grant Agreement by reference and made a part hereof as if set forth in full. Grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts to perform work under the Grant Agreement.
- D.22 NO THIRD PARTY RIGHTS:** The parties to this Grant Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking established herein.
- D.23 OPINIONS AND DETERMINATIONS:** The parties agree that review or approval of any IRWM Program applications, documents, permits, plans and specifications or other program information by the State is for administrative purposes only and does not relieve the Grantee of its responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the IRWM Program.
- D.24 PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS.** Grantee shall be responsible for obtaining any and all permits, licenses, and approvals required for performing its obligations under this Grant Agreement. Grantee shall comply with the California Environmental Quality Act (PRC Section 21000 *et seq.*) and other applicable federal, State, and local laws, rules, and regulations, guidelines, and requirements prior to disbursement of funds under this Grant Agreement.

Without limiting the foregoing, Funding Recipient shall keep informed of and take all measures necessary to ensure compliance with California Labor Code requirements, including but not limited to Section 1720 *et seq.* of the California Labor Code regarding public works, limitations on use of volunteer labor (California Labor Code Section 1720.4), labor compliance programs (California Labor Code Section 1771.5), and payment of prevailing wages for work done under this Funding Agreement. Pursuant to the provisions of Proposition 84, the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, Cal. Pub. Res. Code § 75076 *et seq.*, the Funding Recipient must have a labor compliance program that meets the requirements of California Labor Code Section 1771.5.

- D.25 PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** Grantee and Local Project Sponsors shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the IRWM Program without prior permission of State. Grantee and Local Project Sponsors shall not take any action concerning the performance of this Grant Agreement, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee to meet its obligations under this Grant Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property acquired with funds disbursed under this Grant Agreement be remitted to State.

- D.26 REMEDIES, COSTS, AND ATTORNEY FEES:** The Grantee agrees that any remedy provided in this Grant Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the State as a result of breach of this Grant Agreement by the Grantee, whether such breach occurs before or after completion of the Project, and exercise of any remedy provided by this Grant Agreement by the State shall not preclude the State from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Grant Agreement, it is agreed that the prevailing party shall be entitled to such reasonable costs and/or attorney fees as may be ordered by the court entertaining such litigation.
- D.27 RETENTION:** Notwithstanding any other provision of this Grant Agreement, State will, for each project, withhold five percent (5.0%) until January 1, 2016 and ten percent (10.0%), thereafter, of the funds requested by Grantee for reimbursement of Eligible Costs. Each project in this Grant Agreement will be eligible to release its respective retention when that project is completed and Grantee has met requirements of Paragraph 17, "Submissions of Reports" as follows. At such time as the "Project Completion Report" required under Paragraph 17 is submitted to and approved by State, State will disburse the retained funds as to that project to Grantee, except in the case of the last project to be completed under this Grant Agreement, in which case retention for such project will not be disbursed until the "Grant Completion Report" is submitted to and approved by State.
- D.28 RIGHTS IN DATA:** To the extent permitted by law, 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 Grant Agreement shall be in the public domain. The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to the State for financial support. The Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so.
- D.29 SEVERABILITY OF UNENFORCEABLE PROVISION:** If any provision of this Grant Agreement is held invalid or unenforceable by a court of final jurisdiction, all other provisions of this Grant Agreement shall be construed to remain fully valid, enforceable, and binding on the parties.
- D.30 STATE REVIEWS AND INDEMNIFICATION:** The parties agree that review or approval of Project applications, documents, permits, plans and specifications or other Project information by the State is for administrative purposes only and does not relieve the Grantee or Local Project Sponsors of their responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the Project. To the extent permitted by law, the Grantee and Local Project Sponsors agree to indemnify, defend and hold harmless the State and the State against any loss or liability arising out of any claim or action brought against the State from and against any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from, or in any way connected with:
- a) The Project or the conditions, occupancy, use, possession, conduct or management of, work done in or about, or the planning, design, acquisition, installation, or construction, of the Project or any part thereof;
 - b) Performing any of the terms contained in this Grant Agreement or any related document;
 - c) Any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the California Hazardous Waste Control Law and CWC Section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the natural water system; or
 - d) Any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Grantee for use in any disclosure document utilized in connection with any of the transactions contemplated by this Grant Agreement. Grantee agrees to pay and discharge any judgment or award entered or made against the State with respect to any such claim or action, and any settlement,

compromise or other voluntary resolution. The provisions of this section shall survive the term of the Grant Agreement.

- D.31 SUCCESSORS AND ASSIGNS:** This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.32 TIMELINESS:** Time is of the essence in this Grant Agreement.
- D.33 TRAVEL:** Grantee agrees that travel and per diem costs shall NOT be eligible for reimbursement with State funds, and shall NOT be eligible for computing Grantee cost match. Travel includes the costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Grant Agreement.
- D.34 WAIVER OF RIGHTS:** None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

EXHIBIT E
REPORT FORMAT AND REQUIREMENTS

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

QUARTERLY PROGRESS REPORT

Grantee shall submit Quarterly Progress Reports on a consistent basis to meet the State's requirement for disbursement of funds. The quarterly progress report should describe the work performed during the reporting period. For each project, describe the work performed including:

CONTINUING ELIGIBILITY

A brief summary of the status of adoption of an IRWM Plan that complies with Part 2.2 of Division 6 of the CWC commencing with Section 10530.

- Discuss the reasonable and feasible efforts to engage DAC into your IRWM efforts in regards to planning and projects that support their critical water supply or water quality needs.
- An update on efforts to adopt a Groundwater Management Plan.
- Upon adoption of IRWM Plan, submit an electronic copy with progress report.

PROJECT INFORMATION (INCLUDE ANY OF THE BELOW THAT WERE APPLICABLE DURING THE REPORTING PERIOD)

- Legal matters.
- Engineering matters.
- Environmental matters.
- Status of permits, easements, rights-of-way, and approvals as may be required by other State, federal, and/or local agencies.
- Major accomplishments during the quarter (i.e. tasks completed, milestones met, meetings held or attended, press releases, etc).
- Discussion of data submittal effort(s) for the previous quarter, including a description of the data submitted and date(s) of submittal.
- Issues/concerns that have, will, or could affect the schedule or budget, with a recommendation on how to correct the matter.
- Description of any differences between the work performed and the work outlined in the project work plans.
- Description of any efforts to update IRWM Plan to obligations listed in Paragraph 12, "Continuing Eligibility, if applicable."

COST INFORMATION

- Provide a List showing all costs incurred during the quarter by the grantee, the Local Project Sponsor overseeing the work, and each contractor working on the project. The list should include for all non-construction, or implementation costs, (i.e., design, and admin charges) the hours per task worked on during the quarter for above personnel.
- A discussion on how the actual budget is progressing in comparison to the project budget included in the Work Plan.
- A revised budget, including an explanation of why the revisions were necessary, by task, if changed from latest budget shown in Appendix C, Budget. Note, a revised budget may require an official amendment to the Agreement before it is accepted as final.

SCHEDULE INFORMATION

- A schedule showing actual progress versus planned progress as shown in Exhibit B.
- A discussion on how the actual schedule is progressing in comparison to the schedule in Exhibit B.
- A revised schedule, by task, if changed from latest schedule in Exhibit B. Note, a revised schedule may require an official amendment to the Agreement before it is accepted as final.

ANTICIPATED ACTIVITIES NEXT QUARTER

- Provide a description of anticipated activities for the next quarterly reporting period.

PROJECT COMPLETION REPORT

A Project Completion Report is required for each project identified in the Work Plan, Exhibit A. This report will include the following Sections:

EXECUTIVE SUMMARY

The Executive Summary consists of a maximum of ten (10) pages summarizing project information (see report status section below for topics). The Executive Summary should include the following:

- Brief description of work proposed to be done in the original Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 IRWM Implementation Grant application.
- Description of actual work completed and any deviations from the work plan identified in the Grant Agreement. List any official amendments to the Agreement, with a short description of the amendment.
- Describe the mechanism or process that allows for continued performance monitoring of the projects in meeting the objectives of the IRWM Plan.

REPORTS AND/OR PRODUCTS

- Provide a copy of any final technical report or study, produced for this project as described in the Work Plan, if applicable.
- Provide a map and shapefile(s) showing the location of the completed project. A description of the geographic projection and datum used for the shapefile must be submitted with the shapefile (a NAD '83 datum and either a UTM 10 or UTM 11 projection, dependent on the project's location in the state, should be utilized).
- If any wells were constructed as part of the project, provide the following information: well logs; borehole geophysical logs; state well number; site information to include horizontal (NAD '83) and vertical (NAVD '88) datum to be determined within 0.5 feet.
- Provide an electronic copy of any as-built plans (media: CD-ROM; PDF format).
- Provide copies of any data collected along with location maps.
- If applicable, describe the findings of any study and whether the study determined the engineering, hydrologic, hydrogeologic, environmental, economic and financial feasibility of the project.
- If applicable, a discussion of the critical water supply or water quality benefits to DAC as part of this Grant Agreement.

COST & DISPOSITION OF FUNDS INFORMATION

- A list of invoices showing:
 - The date each invoice was submitted to State.
 - The amount of the invoice.
 - The date the check was received.
 - The amount of the check (If a check has not been received for the final invoice, then state this in this section).

- A spreadsheet summary of the original budget costs by task versus the final project costs
- A summary of final funds disbursement including:
 - Labor cost of personnel of agency/ major consultant /sub-consultants (Indicate personnel, hours, rates, type of profession and reason for consultant, i.e., design, CEQA work, etc).
 - Construction cost information, shown by material, equipment, labor costs, and change orders.
 - Any other incurred cost detail.
 - A statement verifying separate accounting of grant disbursements.
- Summary of project cost including:
 - Accounting of the cost of project expenditure.
 - Include all internal and external costs not previously disclosed.
 - A discussion of factors that positively or negatively affected the project cost and any deviation from the original project cost estimate.

ADDITIONAL INFORMATION

- Benefits derived from the project, with quantification of such benefits provided, if applicable.
- A final project schedule showing actual progress verse planned progress.
- Certification from a California Registered Civil Engineer that the project was conducted in accordance with the approved work plan and any approved modifications thereto.
- Submittal schedule for the Post Performance Report and an outline of the proposed reporting format.

GRANT COMPLETION REPORT

The Grant Completion Report shall generally use the following format. This format may be modified as necessary to effectively communicate information on the various projects in the IRWM Program funded by this Grant Agreement, and includes the following:

EXECUTIVE SUMMARY

The Executive Summary consists of a maximum of twenty (20) pages summarizing information for the grant as well as the individual projects.

REPORTS AND/OR PRODUCTS

- Summary of the regional priorities, objectives, and water management strategies of the IRWM Plan.
- Brief comparison of work proposed in the original Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 IRWM Implementation Grant application and actual work done.
- Brief description of the projects completed and how they will further the goals identified in the Agency's final approved IRWM Plan.
- Describe how the implemented projects will meet the regional priorities identified in the final approved IRWM Plan and how the projects contribute to regional integration.
- Identify remaining work and mechanism for their implementation.
- Identify any changes to the IRWM Plan as result of project implementation.
- Short description of the two year IRWM Plan update and the date when the updated Plan was submitted to DWR.
- If applicable, a short discussion on how the IRWM Plan will assist in reducing dependence on Delta water supplies.
- A discussion of the critical water supply or water quality benefits to DAC as part of this Grant Agreement

COST & DISPOSITION OF FUNDS INFORMATION

- A summary of final funds disbursement for each project.

ADDITIONAL INFORMATION

- A final schedule showing individual project's actual progress duration verse planned progress.
- Certification from a California Registered Civil Engineer that the Program was conducted in accordance with the approved work plan and any approved modifications thereto. Discussion of the synergies of the completed projects, including the integration of project benefits and a comparison of actual benefits versus those discussed in the original proposal.
- Submittal schedule for the Post Performance Reports for each of the projects in this Grant Agreement.

POST-PERFORMANCE REPORT

Post Performance Report is required annually for every project for a period of 10 years beginning after the first year of operation, and includes the following:

REPORTS AND/OR PRODUCTS

- Time period of the annual report, i.e., Oct 2014 through September 2015.
- Short project description.
- Brief discussion of the project benefits to water quality, water supply, and the environment.
- An assessment of any explanations for any differences between the expected versus actual project benefits in meeting IRWM priorities as stated in the original IRWM Implementation Grant application. Where applicable, the reporting should include quantitative metrics, i.e., new acre-feet of water produced that year, acres of wildlife habitat added, etc.
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
- Continued reporting on meeting the Output Indicators and Targets discussed in the Project Monitoring Plan discussed in Paragraph 22 of this Grant Agreement.
- Any additional information relevant to or generated by the continued operation of the project.

ELECTRONIC REPORT FORMATTING

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

- Text preferably in MS WORD or text PDF format.
- Files generally less than 10 MB in size.
- 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 DWR-required naming convention; and Appendix number/letter and named in the TOC.
- For projects involving a modeling component, grantee shall provide the major input data files, parameters, calibration statistics, output files, and other information requested by State's Project Manager.

**EXHIBIT F
LOCAL PROJECT SPONSORS**

LOCAL PROJECT SPONSORS

Grantee has assigned, for each project, a Local Project Sponsor according to the roles of the participating agencies identified in the IRWM Plan. Local Project Sponsors may act on behalf of Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. Local Project Sponsors are identified for each Sponsored Project below:

LOCAL SPONSOR AGENCY DESIGNATIONS		
Sponsored Project	Sponsor Agency	Agency Address
Community Watershed Planning	Tahoe Resource Conservation District	870 Emerald Bay Road, Suite 108 South Lake Tahoe, CA 96150
Water Quality Monitoring Program	Town of Truckee	10183 Truckee Airport Road Truckee, CA 96161
Little Truckee River Restoration and Bridge Replacement Project	Sierra County	101 Courthouse Square, Annex Building Post Office 98 Downieville, CA 95936-0098
Negro Canyon Restoration	Truckee River Watershed Council	P.O. Box 8568 Truckee, CA 96162
Regional Water Conservation Program	South Tahoe Public Utility District	1275 Meadow Crest Dr. South Lake Tahoe, CA 96150
Montgomery Estates Erosion Control Project	El Dorado County Department of Transportation	924 Emerald Bay Road South Lake Tahoe, CA 96150
Griff Creek Water Quality Improvements	Placer County	299 Nevada Street Auburn, CA 95603

EXHIBIT G
REQUIREMENTS FOR DATA SUBMITTAL**SURFACE AND GROUNDWATER QUALITY DATA:**

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

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

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

GROUNDWATER LEVEL DATA

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

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

Exhibit H
State Audit Document Requirements and Guidelines for Grantees
Under DWR Financial Assistance Programs

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

List of Documents for Audit

Internal Controls:

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

Agreements and Contracts:

1. Original signed Grant Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants received from the State.
3. A listing of all other funding sources for each project.
4. All subcontractor and consultant contracts and related or partners documents, if applicable.
5. Contracts between the Agency and member agencies as related to this grant agreement.

Invoices:

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

Accounting Records:

1. Ledgers showing entries for 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 grant reimbursement.

Administration Costs: Supporting documents showing the calculation of administration costs.

Personnel:

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

Project Files:

1. All supporting documentation maintained in the project files.
2. All correspondence related to this Grant Agreement.

General Grant Agreement GuidelinesAmendment Requirements:

Amendments (to the work plan, budget, and/or schedule portions of the agreement) are triggered when the proposed changes are deemed by DWR to be substantial. Substantial changes generally include changes to the wording/scope of work, schedule or term, and budget. For example, a formal budget change to an Agreement is required when the proposed budget change for a Task is greater than 10% of the budget for that particular Task or the Task to be exchanged with.

Funding Match Contribution

Funding Match (often referred to as Grantee Cost Share) is the amount defined in Paragraph 4 of this Agreement. Funding Match consists of non-State funds including in-kind services. In-kind services are defined as work performed (i.e., dollar value of non-cash contributions) by the Grantee (and potentially other parties involved) directly related to the execution of the scope of work (examples: volunteer services, equipment use, and facilities). The cost of which in-kind service is valued can counted as funding match in-lieu of actual funds (or revenue) provided by the Grantee. Other funding match and in-kind service eligibility conditions apply (see paragraph 9). Provided below is guidance for claiming funding match with and without in-kind services.

1. Adequate documentation supporting value of in-kind service (or volunteer service) as funding match claimed shall be maintained. Although tracked separately, in-kind services shall be documented and, to the extent feasible, supported by the same methods used by the Grantee for its own employees. Provide formal (on official letterhead) and substantial documentation of in-kind service by including the following:
 - o Describe contributed item(s) or service(s)
 - o Purpose for which contribution was made (tie to scope of work)
 - o Name of contributing organization and date of contribution
 - o Real or approximate value of contribution. Who valued the contribution and how was the value determined? (e.g., actual, appraisal, fair market value, etc.). Justification of rate. (see item #4, below)
 - o Person's name and function of the contributing person
 - o Hours of contribution
 - o If multiple sources exist, summarize these on a table with summed charges
 - o Was contribution provided by, obtained with, or supported by government funds? If so, indicate source.
2. Funding match contribution (including in kind services) shall be for costs and services directly attributed to activities included in this Grant Agreement Work Plan. These services, furnished by professional and technical personnel, consultants, and other skilled and unskilled labor may be counted as in-kind if the activities are an integral and necessary part of this Grant Agreement. Evaluate eligibility with DWR Project Manager in advance of submittal.
3. Do not track cash contributions made to a project as an expenditure as you would for an in-kind service. When providing funding match, track cash contributions to the Project (i.e. revenues) and expenditures (typically in-kind contribution) separately in an accounting system.
4. Rates for volunteer or in-kind services shall be consistent with those paid for similar work in the Grantee organization. For example, volunteer service of clearing vegetation performed by an attorney shall be valued at a fair market value for this service, not the rate for professional legal services. In those instances in which the required skills are not found in the recipient organization, rates shall be consistent with those paid for similar work in the labor market. In either case, paid fringe benefits that are reasonable, allowable, and allocable may be included in the valuation.

**EXHIBIT I
GRANTEE RESOLUTION**

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RESOLUTION NO. 2886-10

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SOUTH TAHOE PUBLIC UTILITY DISTRICT
APPROVING THE APPLICATION FOR GRANT FUNDING FOR THE TAHOE SIERRA
INTEGRATED REGIONAL WATER MANAGEMENT PARTNERSHIP**

BE IT RESOLVED by the Board of Directors of the South Tahoe Public Utility District that application be made to the California Department of Water Resources to obtain an Integrated Regional Water Management Implementation Grant pursuant to the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Public Resource Code Section 75001 *et seq.*), and to enter into an agreement to receive a grant for the Tahoe Sierra Integrated Regional Water Management Partnership.

BE IT FURTHER RESOLVED that the Manager, Assistant Manager and/or Chief Financial Officer, or their designee, of the South Tahoe Public Utility District is hereby authorized and directed to prepare the necessary data, conduct investigations, file such application, and execute a grant agreement with California Department of Water Resources.

WE, THE UNDERSIGNED, do hereby certify that the above and foregoing Resolution was duly adopted and passed by the Board of Directors of the South Tahoe Public Utility District at a regularly scheduled meeting held on the 16th day of December, 2010, by the following vote:

AYES: Cefalu, Jones, Mosbacher, Rise, Schafer

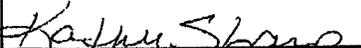
NOES: None

ABSENT: None



Dale Rise, Board President
South Tahoe Public Utility District

ATTEST:



Kathy Sharp, Clerk of the Board

INTERGOVERNMENTAL GRANT ADMINISTRATION AGREEMENT

EXHIBIT B

Introduction

Sierra County Department of Transportation maintains a County bridge over the Little Truckee River in Sierra County, CA. This bridge serves the Independence Lake recreation area as well as private land holdings and USFS land tracts. This bridge utilizes a railroad flat car for its structure. Because the bridge length is short, a constriction of the river at the bridge has caused increased flow velocities, increased high water elevations and caused channel bed and bank scour. The County has been notified by Caltrans that this bridge is rated as "Scour Critical", indicating loss of support around the abutments affecting the structural integrity of the bridge.

The approved replacement in the Project Study Report (PSR) utilizes the existing bridge structure as a temporary bridge detour. Following construction of the new bridge, the detour span becomes available for reuse at the Independence Creek tributary low water crossing, just over 1 mile from the Little Truckee River Bridge site. This reuse represents significant cost savings to the low water crossing project, and is an example of using Low Impact Design to obtain several of the project goals.

Task A: Direct Project Administration

Sierra County will be responsible for project administration. This work will include preparation of all necessary documents for the administration of the grant, project administration including preparation of contracts, hiring of consultants and advertisement, bidding and award of the construction contract(s) as well as contract close-out, data collection and assembly and progress and final reporting. The County will also be responsible for preparation of requests for reimbursement and all accounting necessary for the administration of the project. Sierra County will work closely with the partner agencies through the formal MOU.

Deliverables: Invoices

Sub-Task A.1: Labor Compliance Program

Sierra County will monitor labor compliance throughout the consultant and construction management contract phases of the project.

Deliverable: Labor Compliance Plan

Sub-Task A.2: Project Monitoring Plan

The Project will use best management practices concerning construction standards, health and safety standards, laboratory analyses and methods of classification. Sierra County, as administrator, will develop expected performance measures and a project monitoring plan (PMP) for monitoring the progress of the project. The county has determined that new land acquisition or right-of-way will not be required and all construction will take place within existing or new easements. Under a conditional agreement, the USGS gauge will be placed on USFS land.

Deliverable: PMP

Sub-Task A.3: Quarterly Progress Reports

Quarterly reports will be filed by the County with the State beginning the end of quarter following Grant award, and will continue for the term of the grant.

Deliverables: Quarterly Reports

Sub-Task A.4: Final Project Report

Sierra County shall prepare and submit to State a Project Completion Report for Little Truckee River Restoration and Bridge Replacement Project listed in Exhibit A within (90) ninety calendar days of project completion. The Project Completion Report shall include a description of actual work done, any changes or amendments to each project, and a final schedule showing actual progress versus planned progress, and copies of any final documents or reports generated or utilized during a project. The Project Completion Report shall also include certification of final project by a registered engineer, consistent Standard Condition D-15, "Final Inspections and Certification of Registered Civil Engineer." A DWR "Certification of Project Completion" form provided by the State.

Deliverable: Final Project Report

Task B: Land Purchase / Easement

It is anticipated that a temporary construction easement will be required for the detour bridge over the Little Truckee River. This easement will be acquired during the design phase of the bridge replacement. No other acquisitions or easements will be required for this project.

Deliverables: Copies of Easement Permits

Task C: Planning, Design, Engineering, Environmental Documentation

Sierra County will be hiring an engineering firm to ensure that all construction meets State of California, Department of Transportation Standards for bridge and roadway design and construction. The necessary permits--Army Corp of Engineers 404 permit, the NEPA documents, California Fish and Game Streambed Alteration Agreement, California Regional Water Quality Control Board, Lahontan Region Section 401 Water Quality Certification and CEQA documents--will be obtained. All tasks necessary to comply with CEQA and NEPA and any other environmental compliance requirements will be administered by the County

Deliverables: CEQA and NEPA documentation as required.

Sub-Task C.1: Assessment and Evaluation

The assessment and planning for the Little Truckee River Bridge Replacement portion of the project has been completed with the filing of the January 2010 Project Study Report. The Low Water Crossing assessment and evaluation was completed by the USFS. The river gauging station assessment and evaluation has been completed by the USGS at the request of Sierra County. Sierra County will complete the surveying, topographic mapping, and geotechnical investigations. This work will include the initial survey and site investigations necessary to develop the construction plans for the bridge and determine the necessary scope of the environmental studies.

Deliverables: Evaluation letter from USFS detailing division of labor, initial surveys.

site investigations, and final determinations.

Sub-Task C.2: Final Design

Sierra County will perform the following to complete the Final Design of the project:

- Preliminary Design for Environmental Documentation (50% design)
- Design Development Plans, and Estimate (65% complete)
- Hydraulic and hydrologic investigation, analysis, report and recommendations
- 95% Plans, Specification and Estimate
- Final Plans, Specifications and Estimate

Deliverables: Final Plans and Specifications

Sub-Task C.3: Environmental Documentation

In order to complete the necessary Environmental Documentation, Sierra County will perform initial studies, field review, mapping, biological studies and consultations, and archeological and cultural resources studies. Sierra County will also look into an aquatic organism passage evaluation and geomorphology analysis and review recommendations. Project Environmental Documents will be prepared and circulated; Environmental Document and Findings will be approved.

Deliverables: Environmental Documents

Sub-Task C.4: Permitting

Sierra County will obtain a Section 404 Permit from USACE, a Streambed Alteration Permit from CA Dept. of Fish and Game, a Section 401 Certification Permit from Lahontan Regional Water Quality Control Board, and a NOI and SWPPP for the construction activities.

Deliverables: Copies of all permits

Task D: Construction/Implementation

The Little Truckee River project involves the replacement/relocation of an existing single-lane railroad flatcar bridge on Old Fibreboard Rd, which crosses the Little Truckee River at a low-water crossing. The site is approximately 1.5mi south of the Truckee Summit and State Hwy 89. The replacement bridge will be a longer two-lane structure with a clear width of 28 feet that will be 80 to 100 feet in length. The bridge will have a timber deck and the approach roadways will be reconstructed with paved surface for a distance of approximately 400 feet (200 feet from the bridge in each direction).

Site plan activity:

Temporary by-pass

- A temporary by-pass road/ bridge will be constructed approximately 30ft upstream of the existing bridge.
- Upon completion of the project all temporary by-pass bridge/road material will be removed, and;
 - River banks and slopes will be restored to original grade.

- Erosion control measures will be implemented and subject to approval by permitting agencies, the Tahoe National Forest and Sierraville Ranger District.

Existing Bridge Demolition

- Upon demolition of existing bridge
 - Removal of existing abutments will be done during low flow events to prevent significant impact.
 - Debris collected during abutment removal will be transported to an approved disposal site.
 - Existing bridge structure material will be salvaged for County use.
 - Material excavated to widen channel will be re-used for approach fills.

New Bridge Construction

- Construction activities will be restricted to the existing roadway and adjacent graveled areas.
- The replacement bridge will be constructed at the same location and on the same alignment as the existing bridge.
- New abutments will be supported by 24in diameter cast dilled hole piles to a depth approximately 55ft below existing bridge deck, and approximately 3ft below existing channel bottom.

Site Restoration

- A proposed plan for river-water-protection during abutment removal and replacement will be incorporated in the project design. The plan will include, but not be limited to, working at a low-water period and installing sandbags on the river-side of each existing abutment.
- Best management practices will be used to control any runoff from work and other disturbed areas.

Sub-Task D.1:

Surveying, topographical mapping, geotechnical investigations

Sub-Task D.2:

Obtain consultant construction administration contract.

Sub-Task D.3:

Advertise, Bid and Award construction Contract

Deliverable: Summary of Bid Process to include contract

Sub-Task D.4:

Construction

Sub-Task D.5:

Install Gauging Station (by USGS)

Sub-Task D.6:

Collect baseline water quality samples at low water crossing site and downstream of Little Truckee River Bridge

Sub-Task D.7:

Install bank and channel stabilization at low water crossing site

Sub-Task D.8:

Construction close-out and assumption of improvements

Sub-Task D.9:

Collect and organize stream gauge data

Deliverable: Stream gauge data

Task E: Environmental Compliance, Mitigation, Enhancement

USGS under agreement with Sierra County will install, operate and maintain new stream gauge station near the location of the Little Truckee River Bridge.

The stream gauge station will collect data regardless of extremes in flow. This includes raw 15 minute "unit value" stream stage data, transmitted regularly by Geostationary Operational Environmental Satellite (GOES) satellite on channel-space assigned to USGS by NOAA Environmental Satellite, Data, & Information Service. Data collection also includes measurement and recording of high-water peaks, and of point-of-zero-flow.

USGS , who owns and operates the gauge station, will make monthly site visits to the gauge station to service, maintain, verify, and calibrate proper functioning of the onsite recording and transmission equipment as per the agreement held between USGS and Sierra County. This also includes (a) post-flood reestablishment of stream-to-gauge communication owing to stream aggradation of the gauge pool and/or the orifice line, and (b) post-flood recording and use of high-water marks.

Monthly discharge measurements will be made directly in-stream to develop and/or maintain a Rating Curve, quantifying the relationship between stage and discharge. This also includes quantification of any shifting of the stage-discharge relationship in the face of gradual or event-driven change caused by erosion or deposition, changes in vegetation, normal or unintended human or animal activities, vandalism, etc.

Site visit data will be used to appropriately and mathematically correct and/or shift the transmitted "unit value" stage data relative to the Rating and the gauge datum. All such data analysis will be done in accordance with nationwide USGS quality-control standards and procedures of review, including final approval of "daily value" data.

Finalized mean daily discharge data will be published in the USGS "Water Resources Data for California" series of annual reports. The availability of a national depot for serving shift-adjusted rating curves for stream gauges will be shown on the National Water Information System Web (NWISWeb). All provisional and final data will be posted on the USGS California Water Science Center internet NWIS Page

Task F: Construction Administration

Sierra County will provide all technical and administrative staffing services as needed for construction oversight, including reviewing invoices for accuracy, ensuring timely construction progress, processing payment and meeting all applicable procurement policies and regulations.

Task G: Other Costs

There are no activities planned for this task.

Task H: Construction/Implementation Contingency

A construction contingency has been budgeted under the Non-State Share Funding Match for this project.

INTERGOVERNMENTAL GRANT ADMINISTRATION AGREEMENT

EXHIBIT C

Project 3: Little Truckee River Restoration and Bridge Replacement Project	2011				2012				2013				2014				2016																
	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2
Task A: Direct Project Administration																																	
Sub-Task A.1: Labor Compliance Program																																	
Sub-Task A.2: Project Monitoring Plan																																	
Sub-Task A.3: Quarterly Progress Reports																																	
Sub-Task A.4: Final Project Report																																	
Task B: Land Purchase/Easement																																	
Task C: Planning, Design, Engineering, Environmental Doc.*																																	
Subtask C.1: Assessment and Evaluation																																	
Subtask C.2: Final Design																																	
Subtask C.3: Environmental Documents																																	
Subtask C.4: Permitting																																	
Task D: Construction, Implementation																																	
Sub-Task D.1: Surveying																																	
Sub-Task D.2: Obtain Contract																																	
Sub-Task D.3: Advertise, Bid & Award Contract																																	
Sub-Task D.4: Construction																																	
Sub-Task D.5: Install Gauging Station																																	
Sub-Task D.6: Collect Samples																																	
Sub-Task D.7: Install bank and channel stabilization																																	
Sub-Task D.8: Construction close-out and assumption of improvements																																	
Sub-Task D.9: Collect and organize stream gauge data																																	
Task E: Environmental Compliance, Mitigation, Enhancement																																	
Task F: Construction Administration																																	
Task G: Other Costs																																	
Task H: Construction/Implementation Contingency																																	

*CEQA is completed

- - Quarterly Report
- F - Final Report

INTERGOVERNMENTAL GRANT ADMINISTRATION AGREEMENT

EXHIBIT D

Table 7 - Project Budget

Proposal Title: Tahoe Sierra IRWMP

Project Title: Project 3 - Little Truckee River Bridge Replacement - Sierra County

Budget Category		(a)	(b)	(c)	(d)	(e)
		Non-State Share* (Funding Match)	Requested Grant Funding	Other State Funds Being Used	Total	% Funding Match
(a)	Direct Project Administration Costs	\$5,655	\$0	\$0	\$5,655	100%
(b)	Land Purchase/Easement	\$10,000	\$0	\$0	\$10,000	100%
(c)	Planning/Design/Engineering/ Environmental Documentation	\$225,000	\$0	\$0	\$225,000	100%
(d)	Construction/Implementation	\$1,174,205	\$150,000	\$0	\$1,324,205	89%
(e)	Environmental Compliance/ Mitigation/Enhancement	\$132,000	\$0	\$0	\$132,000	100%
(f)	Construction Administration	\$153,640	\$0	\$0	\$153,640	100%
(g)	Other Costs	\$0	\$0	\$0	\$0	0%
(h)	Construction/Implementation Contingency	\$140,000	\$0	\$0	\$140,000	100%
(i)	Grand Total (Sum rows (a) through (h) for each column)	\$1,840,500	\$150,000	\$0	\$1,990,500	92%

*List sources of funding: Sierra County Transportation Commission has programmed the Little Truckee River Bridge Replacement Project in the Federal Transportation Improvement Program (FTIP). The non State match funds have been programmed and are available for the purposes of this project through the Federal Bridge Replacement Program. The Federal Water Master has committed to providing some funding for the operation costs of the water gauge station after the first two years of operation. United States Forest Service has committed funds for the completion of the Environmental Documents and Permits for the Low Water Crossing portion of this Project. The combination of these three non State Funding Sources make up the match funding for the Sierra Tahoe IRWMP Proposal.