

ORIGINAL

**SUB-LOCAL PROJECT SPONSOR AGREEMENT
Agreement #129-F1611**

THIS AGREEMENT ("Agreement") is made effective as of August 7, 2015 by and between (i) County of El Dorado ("County"), and (ii) El Dorado County Water Agency ("Water Agency"), with respect to the following facts and circumstances:

A. The Nevada Irrigation District ("District") has obtained or will obtain Proposition 84 grant funding from the California Department of Water Resources ("DWR") in the maximum amount of \$6,184,197 under the terms of that certain Grant Agreement by and between the District and DWR, as may be amended from time to time, a copy of which is attached hereto as Exhibit 1 ("Grant Agreement") incorporated herein and made by reference a part hereof.

B. The funds provided under the Grant Agreement are for the purpose of implementing components of the Cosumnes American Bear Yuba Integrated Regional Water Management Plan ("IRWMP").

C. One component of the IRWMP is the Water Agency's Regional Water Conservation Planning- Model Implementation and Education Program, which is listed as "Project 3" and more fully described in Exhibit A (entitled "Work Plan") to the Grant Agreement ("Project"). The District has designated the Water Agency as the Local Project Sponsor (as defined in the Grant Agreement) to act on behalf of the District for the Project, pursuant to that certain Local Sponsor Agreement between the District and the Water Agency, attached hereto as Exhibit 2.

D. The Grant Agreement contemplates that approximately **\$1,775,187** of the available grant funds ("Grant Funds") will be disbursed to or for the benefit of Water Agency for implementation of the Project as a Local Project Sponsor under the Grant Agreement; and that **\$1,639,217** of the Grant Funds will be disbursed to the County for the El Dorado County Government Center Water Conservation Retrofits projects as described in Exhibit A of the Grant Agreement.

D. County and Water Agency desire to establish by this Agreement the terms and conditions for County's use of the Grant Funds and implementation of the Project under the Grant Agreement.

THEREFORE, in consideration of the mutual terms and conditions contained herein, the parties agree as follows:

1. Grant Funds. County hereby agrees to assume the responsibilities for the performance of the El Dorado County Government Center Water Conservation Retrofits projects as described in Exhibit A to the Grant Agreement.

2. County to Perform Certain Obligations.

a. The terms of the Grant Agreement and Local Sponsor Agreement, including all exhibits attached thereto, are hereby incorporated within this Agreement.

b. Grant Funds received by County pursuant hereto shall be applied only to eligible Project Costs for work performed after DWR's award of the grant to the District on January 17, 2014, as described in Section 11 of the Grant Agreement and in accordance with the requirements therein set forth.

c. County shall be responsible to develop and submit to the Water Agency all necessary information and documents described in the Grant Agreement at least seven (7) calendar days prior to the time that the Water Agency is required to submit such items to the District.

d. The County shall also be responsible for any compliance requirements relating to the Project. If the County fails to timely submit any such information and documents, (i) it shall be deemed a material breach of this Agreement that shall allow the Water Agency to suspend its performance hereunder and to otherwise invoke Section 7 of this Agreement and (ii) County shall submit such information and documents within five (5) calendar days of a written demand therefor from the Water Agency.

e. Without limiting the breadth of the Project obligations to be undertaken by the County, the County shall be responsible to perform the various tasks more particularly described in Exhibit A to the Grant Agreement insofar as they relate to the Project, except as to Tasks 3b, 3c, and 4c which shall be the Water Agency's sole responsibility, within the time frames specified in Exhibit C to the Grant Agreement and in accordance with the applicable Budget set forth in Exhibit B to the Grant Agreement as related to the Project.

3. Disbursement of Funds

a. Budget Detail and Reporting. County shall be responsible to comply with all budget detail and reporting provisions of the Grant Agreement to the extent such provisions relate to the Project. All such information shall be in the form required by and shall include such supporting documentation as may be required by DWR.

b. In order for County to receive disbursement of funds, County shall submit to the Water Agency invoices for eligible expenses in a form required by the District. Supporting documentation as described in the Grant Agreement shall accompany each invoice. Such documentation shall be sent to:

El Dorado County Water Agency
4110 business Drive, Suite B
Shingle Springs, CA 95682

or to such other address as the Water Agency may provide.

- c. Matching Funds. The reasonable costs of the Project are estimated to be \$2,423,932. Water Agency and County agree to fund the difference between the estimate cost of the Project and the Grant Funds. Water Agency's cost share for the Project is estimated to be \$73,446.60. County's cost share for the Project is estimated to be \$575,299.

4. General Conditions. County shall comply with all standard conditions and requirements set forth in Exhibits D and E of the Grant Agreement to the extent they apply to the Project, and shall not fail to take any action that would result in a breach of such standard conditions or requirements.

5. Indemnification. The parties agree that review or approval of the Project applications, documents, permits, plans and specifications, or other Project information by DWR and/or the District is for administrative purposes only and does not relieve County of its responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the Project. To the fullest extent permitted by law, County agrees to indemnify, defend and hold harmless the Water Agency, its employees, officers, agents, and assigns (Indemnified Persons) against any loss or liability arising out of any claim or action brought against the Indemnified Person 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 this Agreement, including without limitation, the design, construction and use of the Project. To the fullest extent not prohibited by law, County agrees to pay and discharge any judgment or award entered or made against an Indemnified Person with respect to any such claim or action, and any settlement, compromise, or other voluntary resolution. The provisions of this Section 9 shall survive the term of this Agreement.

6. Further Assurances. From time to time and at any time after the execution and delivery hereof, each of the parties, at its own expense, shall execute, acknowledge and deliver any further instruments, documents and other assurances reasonably requested by the other party, and shall take any other action consistent with the terms of this Agreement that may reasonably be requested by the other party, to evidence or carry out the intent of this Agreement.

7. Compliance with Grant Agreement.

- a. Notwithstanding any other provision of this Agreement, County shall not take any action or fail to take any action that would result in a breach by the Water Agency under the Grant Agreement. County shall be solely responsible for all costs incurred by the Water Agency of any kind as a result of a breach of the Grant Agreement to the extent such breach resulted from the action or inaction of County.

- b. The parties understand that amendments to the Grant Agreement may be proposed from time to time by either the DWR or the District, and nothing in this Agreement shall be interpreted to prohibit such amendments. However, any proposed amendment to the Grant Agreement shall be provided to County for comment not less than 15 calendar days before

it is executed by the Water Agency. If a proposed amendment would impose no additional obligations on County if it became a part of the Grant Agreement, or if the Water Agency is required to execute such amendment in order to maintain the Grant Agreement in full effect, after such 15-day period it may be executed by the Water Agency and upon such amendment becoming effective it shall be deemed to be a part of the Grant Agreement for all purposes under this Agreement. If a proposed amendment would impose additional obligations on County if it became a part of the Grant Agreement, unless the Water Agency is required to execute such amendment in order to maintain the Grant Agreement in full effect, the Water Agency shall not execute it if County reasonably objects to such execution during the 15-day comment period. If County does not so reasonably object, or if County subsequently confirms in writing that it consents to the amendment, the Water Agency may thereafter execute such amendment and upon such amendment becoming effective it shall be deemed to be a part of the Grant Agreement for all purposes under this Agreement.

8. Time and Computation of Time. Time is of the essence of this Agreement and each and all of its provisions.

9. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. Except as expressly provided in Section 13(b) of this Agreement, no supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all of the parties hereto.

10. Waiver. Waiver of any breach of this Agreement by any party hereto shall not constitute a continuing waiver or a waiver of any breach of the same or another provision of this Agreement.

11. Counterparts; Fax and Email Signatures. This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument, all of which together shall constitute one and the same instrument. Facsimile and electronic mail signature pages shall constitute originals.

12. Assignment; Binding Effect. Neither party shall assign any interest in this Agreement without the express written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, assigns, and successors of the parties hereto.

13. Interpretation. It is agreed and acknowledged by the parties that this Agreement has been arrived at through negotiation, and that each party has had a full and fair opportunity to revise the terms of this Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

14. Governing Law. This Agreement shall be governed by the laws of the State of California.

15. Parties in Interest. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies on any persons other than the parties hereto and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action over and against any party to this Agreement.

16. Survival. Each of the terms, provisions, representations, warranties, and covenants of the parties shall be continuous and shall survive the closing or other consummation of the transactions contemplated in this Agreement.

17. Notices. All notices and other communications required under this Agreement shall be in writing and properly addressed as follows:

To Water Agency:
El Dorado County Water Agency
Kenneth V. Payne, P.E.
Interim General Manger
4110 Business Drive, Suite B
Shingle Springs, CA 95682

To County:
County of El Dorado
Kevin Gilliland
Senior Department Analyst
3000 Fairlane Court, Suite Two
Placerville, CA 95667

A party may change its address for notices by providing notice to the other parties as provided above. Said notice of change of address shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of this Agreement shall be necessary.

18. Contract Administrator. The County Officer or employee with responsibility for administering this Agreement is Russel Fackrell, Facilities Manager, Chief Administrative Office, or successor.

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers on the date set forth in the preamble above.

COUNTY OF EL DORADO

By: _____

Name:

Title: Chairman, Board of Supervisors

Date: _____

Attest:

James S. Mitrisin, Clerk of the Board of Supervisors

By: _____

Date: _____

EL DORADO COUNTY WATER AGENCY

By: _____

Name: Kenneth V. Payne

Title: Interim General Manager

Date: _____

Attest:

Julianne van Leeuwen, Acting Clerk of the Board

By: _____

Date: _____

Exhibit 1

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES) AND
NEVADA IRRIGATION DISTRICT
4600010889
PROPOSITION 84 INTEGRATED REGIONAL WATER MANAGEMENT (IRWM) 2014 DROUGHT GRANT
CALIFORNIA PUBLIC RESOURCES CODE §75026 ET SEQ.**

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

1. PURPOSE. State shall provide funding 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 Cosumnes American Bear Yuba (CABY) 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 June 30, 2019, 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 9.
3. TOTAL PROJECT COST. The reasonable Total Cost of the Projects is estimated to be \$8,081,149.
4. GRANT AMOUNT. The maximum amount payable by the State under this Agreement shall not exceed \$6,184,197.
5. GRANTEE COST SHARE. Grantee agrees to fund the difference between the Total Project Cost, and the Grant Amount (amount specified in Paragraph 4). Cost Share consists of Funding Match and Additional Cost Share, as documented in Exhibit B (Budget). Additional Cost Share is the amount necessary to fund the project above the Grant Amount and the Funding Match. Additional Cost Share will not be reviewed by the State for invoicing purposes; however, the Grantee is required to maintain all financial records associated with the project in accordance with Exhibit I (State Audit Document Requirements).
6. FUNDING MATCH. Funding Match is defined as the minimum amount of Grantee Cost Share required, and cannot include other State funds. Grantee is required to provide a Funding Match of at least 25% of the Total Project Cost. The Grantee's Funding Match is estimated to be \$1,896,952. Grantee's Funding Match may include in-kind services that are part of Exhibit A (Work Plan) and performed after January 1, 2010.
7. GRANTEE'S RESPONSIBILITY. Grantee and its representatives shall:
 - a) Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Exhibit B (Budget) and Exhibit C (Schedule).
 - b) Accept and agree 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.
 - c) Comply with all applicable California laws and regulations.
 - d) Implement the Projects in accordance with applicable provisions of the law.
 - e) Fulfill its obligations under the Grant Agreement, and be responsible for the performance of the projects.
8. 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 CABY 2014-2015 Drought Relief Measures Program 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.

9. BASIC CONDITIONS. State shall have no obligation to disburse money for projects under this Grant Agreement until Grantee has satisfied the following conditions (if applicable):
- a) Grantee and Local Project Sponsors demonstrate the availability of sufficient funds to complete each project by submitting the most recent 3 years of audited financial statements.
 - b) Grantee must demonstrate compliance with the groundwater compliance options set forth on pages 13 and 14 of the IRWM Program Guidelines, dated June 2014.
 - c) For the term of this Grant Agreement, Grantee submits timely Quarterly Progress Reports as required by Paragraph 19, "Submission of Reports."
 - d) Grantee submits deliverables as specified in Paragraph 19 of this Grant Agreement and in Exhibit A.
 - e) Prior to the commencement of construction or implementation activities, Grantee shall submit the following to the State for each project:
 - 1) Final plans and specifications certified by a California Registered Professional (Civil Engineer or Geologist, as appropriate) for each approved projects as listed in Exhibit A of this Grant Agreement.
 - 2) Environmental Documentation:
 - i) Grantee submits to the State all applicable environmental permits,
 - 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 documents and State notice of verification of environmental permit submittal.
- State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, State will consider the environmental documents and decide whether to continue to fund the projects 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, and mitigation monitoring programs as may be required prior to beginning construction/implementation.
- 3) A monitoring plan as required by Paragraph 21, "Project Monitoring Plan Requirements."
10. DISBURSEMENT OF FUNDS. 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. 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 Project Costs, as defined in Paragraph 11.
11. ELIGIBLE PROJECT COST. Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B. Eligible project costs include the reasonable costs of studies, engineering, design, land and easement acquisition, legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reasonable administrative expenses may be included as Total Project Costs and will depend on the complexity of the project preparation, planning, coordination, construction, acquisitions, and implementation. Reimbursable administrative expenses are the necessary costs incidentally but directly related to the projects 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. Work performed on the projects after January 17, 2014 shall be eligible for reimbursement.

Costs that are not eligible for reimbursement with State funds cannot be counted as Funding Match. Costs that are not eligible for reimbursement include, but are not limited to the following items:

- a) Costs, other than those noted above, incurred prior to the award date of 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 (per diem includes subsistence and other related costs).
- i) Support of existing agency requirements and mandates (e.g., punitive regulatory agency requirement).
- 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.
- 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.

12. METHOD OF PAYMENT. Submit a copy of invoice for costs incurred and supporting documentation to the DWR Project Manager via Grant Review and Tracking Systems (GRanTS). Additionally, the original invoice form with signature and date (in ink) of Grantee's Project Representative, as indicated on page 9 of this Agreement, must be sent to the DWR Project Manager for approval. Invoices submitted via GRanTS shall include the following information:

- a) Costs incurred for work performed in implementing the projects 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 the projects during the period identified in the particular invoice for the implementation of a project.
- c) Invoices shall be submitted on forms provided by State and shall meet the following format requirements:
 - 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 (i.e., tasks) specified in Exhibit B. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - 3) Sufficient evidence (e.g. receipts, copies of checks, time sheets) as determined by the State must be provided for all costs included in the invoice. Additional Cost Share shall be accounted for separately in the progress reports.
 - 4) Each invoice shall clearly delineate those costs claimed for reimbursement from the State's Grant Amount, as depicted in Paragraph 4, and those costs that represent Grantee's Funding Match, as applicable, in Paragraph 6.
 - 5) DWR Project Manager will notify Grantee, in a timely manner, when, upon review of an Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or are not supported by documentation or receipts acceptable to State. Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to State to cure such deficiency(ies). If Grantee fails to submit adequate documentation curing the deficiency(ies), State will adjust the pending invoice by the amount of ineligible or unapproved costs. After the disbursement requirements in Paragraph 9 "Basic Conditions" are met, State will disburse the whole or portions of State funding to Grantee, following receipt from Grantee via US mail or Express mail delivery of a "wet signature" invoice for costs incurred, including Cost Share,

and timely Quarterly Progress Reports as required by Paragraph 19, Submission of Reports. Payment will be made no more frequently than monthly, in arrears, upon receipt of an invoice bearing the Grant Agreement number.

13. WITHHOLDING OF DISBURSEMENTS 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 State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and State notifies Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 14, the portion that has been disbursed shall thereafter be repaid immediately with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by State. State may consider Grantee's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 14, "Default Provisions." If State notifies Grantee of its decision to withhold the entire funding amount from Grantee pursuant to this paragraph, this Grant Agreement shall terminate upon receipt of such notice by Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.
14. DEFAULT PROVISIONS. Grantee (and a Local Project Sponsor receiving grant funding through this Grant Agreement) will be in default under this Grant Agreement if any of the following occur:
- a) Substantial breaches 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 or the application filed to obtain this Grant Agreement.
 - c) Failure to maintain an adopted IRWM Plan that meets the requirements contained in Part 2.2 of Division 6 of the CWC, commencing with Section 10530.
 - d) Failure to operate or maintain project(s) in accordance with this Grant Agreement.
 - e) Failure to make any remittance required by this Grant Agreement.
 - f) Failure to comply with Labor Compliance Program requirements (Paragraph 18).
 - g) Failure to submit timely progress reports.
 - h) Failure to routinely invoice State.
 - i) Failure to meet any of the requirements set forth in Paragraph 15, "Continuing Eligibility."

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

- i. Declare the funding be immediately repaid, with interest, which shall be equal to State of California general obligation bond interest rate in effect at the time of the default.
- ii. Terminate any obligation to make future payments to Grantee.
- iii. Terminate the Grant Agreement.
- iv. Take any other action that it deems necessary to protect its interests.

In the event State finds it necessary to enforce this provision of this 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.

15. CONTINUING ELIGIBILITY. Grantee must meet the following ongoing requirement(s) to remain eligible to receive State funds:
- a) An urban water supplier that receives grant funds governed by this Grant Agreement shall:

- 1) Maintain compliance with the Urban Water Management Planning Act (CWC§ 10610 et. seq.) and Sustainable Water Use and Demand Reduction, Part 2.55. of Division 6 (CWC§ 10608 et. Seq.). Before July 1, 2016:
 - i) Submit a schedule, financing plan, and budget for achieving the per capita reductions, required pursuant to CWC § 10608.24, for inclusion in the grant agreement as an Exhibit.
- 2) Have their 2010 UWMP deemed consistent by DWR. The 2015 UWMP update will be required to be submitted to DWR in 2016. For more information visit the following website: <http://www.water.ca.gov/urbanwatermanagement>
- b) An agricultural water supplier receiving grant funding must:
 - 1) Comply with Sustainable Water Use and Demand Reduction requirements outlined in Part 2.55 (commencing with § 10608) of Division 6 of the CWC. Before July 1, 2016:
 - i) Submit a schedule, financing plan, and budget for implementation of the efficient water management practices, required pursuant to CWC § 10608.48, for inclusion in the grant agreement as an Exhibit.
 - 2) Have their AWMP deemed consistent by DWR. The next AWMP update will be required in 2016. For more information visit the following website: <http://www.water.ca.gov/wateruseefficiency/agricultural/agmgmt.cfm>
- c) Grantee's diverting surface water must maintain compliance with diversion reporting requirements as outlined in Part 5.1 of Division 2 of the CWC.
- d) Projects with potential groundwater impacts must demonstrate compliance with the groundwater compliance options set forth on pages 13 and 14 of the IRWM Program Guidelines, dated June 2014.
- e) Project Proponents that have been designated as monitoring entities under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program must maintain reporting compliance, as required by CWC§ 10932 and the CASGEM Program.
16. PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS. Grantee shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Projects. Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental, procurement, and safety laws, rules, regulations, and ordinances. Grantee shall provide copies of permits and approvals to State.
17. RELATIONSHIP OF PARTIES. Grantee is solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Grant Agreement.
18. LABOR COMPLIANCE. Grantee agrees to comply with all applicable California Labor Code requirements and Standard Condition D.28 in Exhibit D. Grantee must, independently or through a third party, adopt and enforce a Department of Industrial Relations-certified Labor Compliance Program (LCP) meeting the requirements of Labor Code section 1771.5 for projects funded by:
 - a) Proposition 84 (Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006; PRC sections 75075 et seq.) or
 - b) Any other funding source requiring an LCP.

At the State's request, Grantee must promptly submit written evidence of Grantee's compliance with the LCP requirements.

19. 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 via DWR's "Grant Review and Tracking System" (GRanTS). 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 G. The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State, of a Project Completion Report is a requirement for the release of any funds retained for such projects.

- Progress Reports: Grantee shall submit progress reports on a regular and consistent basis to meet the State's requirement for disbursement of funds. The reporting period shall not exceed one quarter in length. The progress reports shall be sent via e-mail to the State's Project Manager and shall be uploaded into GRanTS at the frequency specified in Exhibit C, Project Schedule. The progress reports shall provide a brief description of the work performed during the reporting period including: Grantee's activities, milestones achieved, any accomplishments, and any problems encountered in the performance of the work under this Agreement.
- Project Completion Report: 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 projects completion. Project Completion Report(s) shall include, in part, a description of actual work done, any changes or amendments to each project, and a final schedule showing actual progress versus planned progress, 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 California Registered Professional (Civil Engineer or Geologist, as appropriate), consistent with Standard Condition D.19 in Exhibit D. 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 Post-Performance Reports. 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 annually for a total of 10 years after the completed projects begins operation.

20. OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by State, Grantee agrees to ensure or cause to be performed the commencement and continued operation of each project, and shall ensure or cause each project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; 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 State shall not be liable for any cost of such maintenance, management, or operation. Grantee or their successors may, with the written approval of State, transfer this responsibility to use, manage, and maintain the property. 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 14, "Default Provisions."

21. PROJECT MONITORING PLAN REQUIREMENTS. Grantee shall develop and submit to State a Project Monitoring Plan that incorporates: (1) the Project Performance Monitoring Table requirements outlined in the Proposition 84 2014 IRWM Drought Grant Proposal Solicitation Package (in Exhibit A), and (2) the guidance provided in Exhibit J, "Project Monitoring Plan Guidance."

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

22. 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 California Water Code) 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.

23. NOTIFICATION OF STATE. 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 projects 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 work plan, schedule or term, and budget.
- 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 14 calendar days prior to the event.
- c) Final inspection of the completed work on a project by a California Registered Professional (Civil Engineer or Geologist, as appropriate), in accordance with Standard Condition D.19 in Exhibit D. Grantee shall notify the State's Project Manager of the inspection date at least 14 calendar days prior to the inspection in order to provide State the opportunity to participate in the inspection.

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:

- a) By delivery in person.
- b) By certified U.S. mail, return receipt requested, postage prepaid.
- c) By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
- d) By electronic means.

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 addresses set forth in Paragraph 26. 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 Project Representatives during the term of this Grant Agreement are 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

Nevada Irrigation District
Remleh Scherzinger
General Manager
1036 West Main District
Grass Valley, CA 95955
(530) 271-6823
scherzinger@nidwater.com

Direct all inquiries to the Project Manager:

Department of Water Resources
Cory Saltsman
Division of Integrated Regional Water
Management
901 P Street, Room 213A
Sacramento, CA 94236-0001
(916) 651-9665
Cory.Saltsman@water.ca.gov

Nevada Irrigation District
Timothy Crough, PE
Assistant General Manager
1036 West Main District
Grass Valley, CA 95955
(530) 271-6826
crough@nidwater.com

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 – Budget
Exhibit C – Schedule
Exhibit D – Standard Conditions
Exhibit E – Authorizing Resolution
Exhibit F – Local Project Sponsors
Exhibit G – Report Formats and Requirements
Exhibit H – Requirements for Statewide Monitoring and Data Submittal
Exhibit I – State Audit Document Requirements and Funding Match Guidelines for Grantees
Exhibit J – Project Monitoring Plan Components

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

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

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

Date 7/20/15

Nevada Irrigation District

Remleh Scherzinger
Remleh Scherzinger, General Manager

Date 7/16/15

Approved as to Legal Form and Sufficiency

Spencer Kenner
Spencer Kenner, Assistant Chief Counsel
Office of Chief Counsel

Date 7-14-15

**EXHIBIT A
WORK PLAN**

The Proposition 84 IRWM 2014 Drought Grant agreement provides funding for seven projects located within the Cosumnes American Bear Yuba (CABY) region.

Project 1: Grant Agreement Administration

Implementation Agency: Nevada Irrigation District

The Regional Water Management Group authorized the Nevada Irrigation District (NID) to act as the applicant and the grant manager for the Proposition 84, IRWM 2014 Drought Grant.

NID will administer these funds and respond to DWR's reporting and compliance requirements associated with the grant administration. This office will act in a coordination role: disseminating grant compliance information to the project managers responsible for implementing the projects contained in this agreement, obtaining and retaining evidence of compliance (e.g., CEQA/NEPA documents, reports, monitoring compliance documents, labor requirements, etc.), obtaining data for quarterly progress reports from individual project managers, assembling and submitting quarterly progress reports to the State, and coordinating all invoicing and payment of invoices.

Task 1: Direct Project Administration, Budget Category (a)

Agreement Administration

Task 1a: NID will respond to DWR's reporting and compliance requirements associated with the grant administration and will coordinate with the project managers responsible for implementing the projects contained in this agreement.

Invoicing

Task 1b: NID will be responsible for compiling invoices for submittal to DWR. This includes collecting invoice documentation from each of the project proponents and compiling the information into a DWR Invoice Packet.

Progress Reports and Project Completion Reports

Task 1c: NID will be responsible for compiling Quarterly Progress Reports for submittal to DWR. NID will coordinate with project proponent staff to retain consultants as needed to prepare and submit Quarterly Progress Reports and Final Project Completion Reports for each project, as well as the Grant Completion Reports.

Reports will meet generally accepted professional standards for technical reporting and the requirements terms of the contract with DWR outlined in Exhibit G of this agreement. For example, Quarterly Progress Reports will explain the status of the project and will include the following information: summary of the work completed for the project during the reporting period; activities and milestones achieved; and accomplishments and any problems encountered in the performance of work. Project Completion Reports will include: documentation of actual work done, changes and amendments to each project, a final schedule showing actual progress versus planned progress, and copies of final documents and reports generated during the project.

Deliverables:

- | | |
|---|--|
| <input type="checkbox"/> Executed Grant Agreement | <input type="checkbox"/> Quarterly Progress Reports |
| <input type="checkbox"/> Invoices and associated backup Documentation | <input type="checkbox"/> Draft Project Completion Report |
| | <input type="checkbox"/> Final Project Completion Report |

Project 2: Waterline Replacement - Chamberlain/Sacramento Street Area

Implementation Agency: City of Placerville

This project will design, permit, construct and/or replace approximately 1,200 feet of pipeline along the Chamberlain/Sacramento Street area in the City of Placerville (City). Through implementation of the project the City will conserve an estimated 15 acre-feet of water per year, while also resulting in increased drinking and agricultural water supply reliability by improving water system efficiency. Thus decreasing source water and energy demand and promoting overall headwater sustainability.

Task 1: Direct Project Administration, Budget Category (a)

Project Management

Task 1a: Manage grant agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with IRWM regional manager, NID. Prepare invoices including relevant supporting documentation for submittal to DWR via NID. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies, and managing consultants/contractors.

Deliverables:

- Environmental Information Form (EIF)
- Financial Statements
- Invoices
- Other Applicable Project Deliverables

Labor Compliance

Task 1b: Take all measures necessary to ensure compliance with applicable California Labor Code requirements, including, preparation and implementation of a labor compliance program or including any payments to the Department of Industrial Relations under Labor Code Section 1771.3.

Deliverable:

- Proof of applicable labor compliance upon request

Reporting

Task 1c: Prepare Quarterly Progress Reports detailing work completed during reporting period as outlined in Exhibit (G) of this agreement. Submit reports to NID for review and inclusion in a progress report to be submitted to DWR.

Prepare draft Final Project Completion Report and submit to DWR via NID for DWR Project Manager's comment and review no later than 90 days after project completion. Prepare Final Report addressing NID/DWR comments. The report shall be prepared and presented in accordance with the provision of Exhibit G.

Deliverables:

- Quarterly Progress Reports
- Draft Project Completion Report
- Final Project Completion Report

Task 2: Land Purchase/Easement, Budget Category (b)

Right of Way

Task 2a: The City will obtain a Right of Way permit along a length of Line F, so that work can be completed through a private parcel between Sacramento and Chamberlain streets.

Deliverable:

- Right of Way Permit

Task 3: Planning/Design/Engineering/Environmental Documentation, Budget Category (c)

Assessment and Evaluation

Task 3a: Work for this task will invoice completing the Water Master Plan Update in 2015. Various aged segments of the system have already been identified that have failed and are currently leaking into the ground, causing substantial water loss. The work associated with the update will identify and prioritize the water infrastructure that needs to be replaced/upgraded, and proposed looping of the system to improve reliability. The update will entail City staff and their consultant refining and prioritize pipeline reaches identified in the original WMP (2005) and will develop this project to address its highest priority reliability, water loss, and fire flow issues.

CEQA Documentation

Task 3b: All necessary CEQA compliance documents will be prepared. A Notice of Exemption is assumed, and will be prepared and filed for this project.

Deliverable:

- Notice of Exemption, or applicable CEQA documentation.

Design

Task 3c: Prepare plans and specifications for replacement of the CCE, E and F waterlines within the City.

Deliverable:

- Final Plans and Specifications

Permitting

Task 3d: Obtain the permits required to implement the City's Waterline Replacement project. The City will prepare and process applications for encroachment permits needed from Caltrans for pipeline construction activities that take place within Highway 49 easements. The City will also secure the remaining permits as part of construction planning.

Deliverable:

- Stormwater NPDES: Construction General Permit NOI & SWPPP (RWQCB)
- Fugitive Dust Permit (El Dorado County Air Quality Management)
- Encroachment Permit (Caltrans)

Project Monitoring Plan

Task 3e: Develop and submit a Project Monitoring Plan. Along with the Project Performance Measures Table provided by DWR project manager, the Project Monitoring Plan, as described in Exhibit J, will include baseline conditions, a brief discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points.

Deliverable:

- Project Monitoring Plan

Task 4: Construction, Budget Category (d)

Construction Contracting

Task 4a: Construction contracting will include: advertising for bidding through standard City of Placerville procedures, holding a pre-bid meeting, and responding to questions from contractors, opening and reviewing bids for completeness, determining whether the contractors meet the experience requirements, and awarding the projects to the responsible bidder in accordance with the Public Contract Code.

Deliverables:

- Advertising/Invitation for Bids
- Notice of Award issued to contractor
- Notice to Proceed

Construction

Task 4b: Work for this task includes all construction activities related to the Project, as listed below:

- Mobilization and site preparation: The selected contractor will mobilize equipment to the site and a staging area for materials/equipment will be established. In addition, the site will be graded to construction specifications and water pollution control will be implemented.
- Waterline Replacement: In accordance with Best Management Practices developed for the project, the selected Construction Contractor will arrange traffic control, fill and cap abandoned pipes and excavate/install new water lines. In Phase II, the City proposes to replace waterlines CC located on Sacramento Street and waterline E located on Chamberlain Street. Approximately 1,200 feet of 12-inch replacement pipeline will be installed, along with about 19 service laterals, within existing road rights-of-way and utility easements. Trench lines will be backfilled according to geotechnical standards and the City Inspector will confirm all activities.
- Waterline Replacement: All lines will be tested and verified to meet City standards. Upon completion of work the selected Construction Contractor will dismantle the staging area and demobilize equipment from the site.

Deliverables:

- Construction Photos, including onsite photos of sign(s) acknowledging support of Department of Water Resources grant funding.

Construction Administration

Task 4c: During construction, City of Placerville staff and/or qualified engineering consultant(s) will provide construction management, oversight, and administration. Activities will include: ensuring implementation of pre-construction plans including coordination with appropriate agencies such as CHP and Caltrans, on-site observations and inspections, inspection of materials prior to installation, conducting construction progress meetings as required, review of project status (percent complete versus percent spent), ensuring proper construction practices, daily log of construction diary, preparation and processing of change orders, review and update of project schedule, review and approval of progress payments and recommendations for payment (as required), in-field problem solving, and other related activities.

Deliverables:

- As-Built Plans
- Certificate of Project Completion (see Standard Condition D.19)

Environmental Compliance/Mitigation/Enhancement

Task 4d: During construction, City Placerville staff and/or qualified engineering consultant(s) will prepare an erosion control plan to ensure that soil exposed during project activities will not be transported if a rain event should occur during implementation. Before construction implementation, the NPDES permit

program requirements will be met. A Storm Water Pollution Prevention Plan will be completed and a Notice of Intent to Discharge will be obtained under the Regional Water Quality Control Board's California Construction General Permit regulations.

Deliverables:

- Erosion Control Plan
- Stormwater Prevention Plan
- Notice of Intent to Discharge

Project 3: El Dorado County, Regional Water Conservation Planning, Implementation and Education Program

Implementation Agency: El Dorado County Water Agency

With this project, El Dorado County (EDC) will develop a comprehensive Water Use Efficiency (WUE) program and implementation plan. The WUE program/plan will include: a listing of priority project/programs, targets and goals, implementation schedule and potential funding sources outreach and distribution of water conservation materials, school education presentations and curriculum add-ins for teachers, and school water audits/surveys.

Task 1: Direct Project Administration, Budget Category (a)

Project Management

Task 1a: Manage grant agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with IRWM regional manager, NID. Prepare invoices including relevant supporting documentation for submittal to DWR via NID. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies, and managing consultants/contractors.

Deliverables:

- Environmental Information Form (EIF)
- Financial Statements
- Invoices
- Other Applicable Project Deliverables

Labor Compliance

Task 1b: Take all measures necessary to ensure compliance with applicable California Labor Code requirements, including, preparation and implementation of a labor compliance program or including any payments to the Department of Industrial Relations under Labor Code Section 1771.3.

Deliverable:

- Proof of applicable labor compliance upon request

Reporting

Task 1c: Prepare Quarterly Progress Reports detailing work completed during reporting period as outlined in Exhibit (G) of this agreement. Submit reports to NID for review and inclusion in a progress report to be submitted to DWR.

Prepare draft Final Project Completion Report and submit to DWR via NID for DWR Project Manager's comment and review no later than 90 days after project completion. Prepare Final Report addressing NID/DWR comments. The report shall be prepared and presented in accordance with the provision of Exhibit G.

Deliverables:

- Quarterly Progress Reports
- Draft Project Completion Report
- Final Project Completion Report

Task 2: Land Purchase/Easement, Budget Category (b)

There is no need to purchase additional land and/or obtain additional easements for this project.

Task 3: Planning/Design/Engineering/Environmental Documentation, Budget Category (c)

El Dorado County Government Center Water Conservation Retrofits

Task 3a: Work for this task will involve development of a Conditions Assessment Report of El Dorado County buildings water fixture. This Assessment Report will serve as the basis for to implement and replacement of high-volume, inefficient toilets, urinals, sinks, showers and shower-heads throughout the El Dorado County Government Center buildings, Jail and Library and with modern, low or ultra-low fixtures and high-efficiency models.

Deliverable:

- Final Conditions Assessment Report

County-wide Water Conservation Plan

Task 3b: EDC staff and/or qualified consultant(s) will identify and review existing materials, assessments, resources and programs and targeted conservation needs; evaluate population estimates and water usage, system capacity and input, types of users and conservation targets and goals; prioritize all potential Conservation Plan components according to criteria developed with agency staff and stakeholders. The plan will also encompass water use efficiency and water conservation outreach components that will consist of Best Management Practices (BMPs) and Demand Management Measures. Other topics will include a regional description, listing of priority project/programs, targets and goals, implementation schedule and potential funding sources.

Deliverable:

- Final County-Wide Conservation Plan

The Great Water Mystery Water Conservation Assembly and Audit Program

Task 3c: EDC staff and/or qualified consultant(s) will refine all materials as appropriate for watersheds in the region and update curriculum for current state and national educational standards as necessary.

Deliverables:

- Completed Educational Materials

CEQA Documentation

Task 3d: All necessary CEQA compliance documents will be prepared. A Notice of Exemption is assumed, and will be prepared and filed for this project.

Deliverable:

- Notice of Exemption or applicable CEQA documentation.

Permitting

Task 3e: Obtain the permits required to implement the El Dorado County Government Center Water Conservation Retrofits projects. EDC will prepare and process an application for El Dorado County Building Permit(s).

Deliverable:

- El Dorado County Building Permit(s)

Project Monitoring Plan

Task 3f: Develop and submit a Project Monitoring Plan. Along with the Project Performance Measures Table provided by DWR project manager, the Project Monitoring Plan, as described in Exhibit J, will include baseline conditions, a brief discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points.

Deliverable:

- Project Monitoring Plan

Task 4: Implementation, Budget Category (d)

Contract Services

Task 4a: Work for this task will involve activities necessary to secure contractor(s) and to award contract(s), this will include: developing bid documents, preparing advertisement and contract documents for bidding, conducting pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisements
- Award of Contracts
- Notices to Proceed

Implementation

Task 4b: Work for this task includes all implementation activities related to the El Dorado County Government Center Water Conservation Retrofits project, as listed below:

Activities will involve replacing and retrofitting water fixtures in County Buildings A, B, and C as well as the library and the main jail with modern, low or ultra-low flow, high efficiency fixtures to reduce daily water demand. Approximate fixtures for each property will include:

- ◆ Building A – 21 toilets, 7 urinals, 22 sinks and 4 showers
- ◆ Building B – 14 toilets, 6 urinals and 14 sinks
- ◆ Building C – 23 toilets, 2 holding cell toilets, 6 urinals, 4 sinks and 2 holding cell sinks
- ◆ Main Library – 12 toilets and 6 sinks
- ◆ Main Jail – 12 toilets, 150 holding cell toilets, 8 urinals, 15 sinks, 3 showers and 8 holding cell showers

In addition, work for the task will involve replacing the evaporative cooling tower unit at the El Dorado County Government Center with a modern, no water, and high-energy efficient cooling system.

The project will also implement water conservation assemblies and water audits at local schools throughout the CABY region.

EDC staff will oversee all necessary commissioning, certification and vendor sign-off procedures to ensure proper performance of all newly installed equipment.

Deliverables:

- Photos, including onsite photos of sign(s) acknowledging support of Department of Water Resources grant funding.

The Great Water Mystery Water Conservation Assembly and Audit Program

Task 4c: EDC staff and/or qualified consultant(s) will implement the program. Work for the program will include promoting conservation of water and water-use efficiency through public education and other outreach activities. To carry out this program staff/consultant will educate school children on the value of water, how to use it efficiently and the need to conserve water immediately. This program will conduct approximately 90 assemblies with an estimated 100 children in each assembly. The program

will also conduct about 30 audits with roughly 60 students in each audit. Supporting work will involve developing a county K-8 school database, publicizing programs to regional schools and scheduling audits.

EDC staff and/or qualified consultant(s) will survey teachers and students pre and post program delivery and summarize findings in a report

Deliverables:

- Educational Materials
- Audit Materials
- Survey Report

Project 4: Georgetown Divide PUD Water Conservation, Supply Reliability and Environmental Protection

Implementation Agency: Georgetown Divide Public Utilities District

The Georgetown Divide Public Utilities District (GDPUD) will line approximately 12,380 linear feet of GDPUD's 69.9-mile ditch system. This will reduce seepage, increase stability, and decrease outages within GDPUD's existing water conveyance system.

Task 1: Direct Project Administration, Budget Category (a)

Project Management

Task 1a: Manage grant agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with IRWM regional manager, NID. Prepare invoices including relevant supporting documentation for submittal to DWR via NID. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies, and managing consultants/contractors.

Deliverables:

- Environmental Information Form (EIF)
- Financial Statements
- Invoices
- Other Applicable Project Deliverables

Labor Compliance

Task 1b: Take all measures necessary to ensure compliance with applicable California Labor Code requirements, including, preparation and implementation of a labor compliance program or including any payments to the Department of Industrial Relations under Labor Code Section 1771.3.

Deliverable:

- Proof of applicable labor compliance upon request

Reporting

Task 1c: Prepare Quarterly Progress Reports detailing work completed during reporting period as outlined in Exhibit (G) of this agreement. Submit reports to NID for review and inclusion in a progress report to be submitted to DWR.

Prepare draft Final Project Completion Report and submit to DWR via NID for DWR Project Manager's comment and review no later than 90 days after project completion. Prepare Final Report addressing NID/DWR comments. The report shall be prepared and presented in accordance with the provision of Exhibit G.

Deliverables:

- Quarterly Progress Reports
- Draft Project Completion Report
- Final Project Completion Report

Task 2: Land Purchase/Easement, Budget Category (b)

There is no need to purchase additional land and/or obtain additional easements for this project. All work will be performed on GDPUD's property or within existing easements.

Task 3: Planning/Design/Engineering/Environmental Documentation, Budget Category (c)

Surveying and Geotechnical Services

Task 3a: Surveying for the project will include GPS locating and staking of the reaches to receive the new lining. GDPUD staff and/or qualified geotechnical consultant(s) will provide a report addressing the compaction requirements and any slope stability issues to be addressed by the design engineers.

Design

Task 3b: Work for this task will involve preparing plans and specifications for applicable sections of canal lining. Design Engineers will create the overall design plans showing project reaches, lengths, typical sections, staging areas and any related construction details.

Deliverable:

- Final Plans and Specifications

CEQA Documentation

Task 3c: All necessary CEQA compliance documents will be prepared. A Notice of Exemption is assumed, and will be prepared and filed for this project.

Deliverable:

- Notice of Exemption or applicable CEQA documentation.

Permitting

Task 3d: Obtain the permits required to implement GDPUD's canal lining project. GDPUD will prepare and process applications for a Wetland Delineation and Army Corps of Engineers 404 permit, California Department of Fish and Wildlife 1600 Streambed Alteration Agreement, and a Regional Water Quality Control Board 401 Certification.

Deliverables:

- Section 404 Nationwide Permit (ACOE)
- 1600 Streambed Alteration Agreement (CDFW)
- 401 Water Quality Certification (RWQCB)

Project Monitoring Plan

Task 3e: Develop and submit a Project Monitoring Plan. Along with the Project Performance Measures Table provided by DWR project manager, the Project Monitoring Plan, as described in Exhibit J, will include baseline conditions, a brief discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points.

Deliverable:

- Project Monitoring Plan

Task 4: Construction, Budget Category (d)

Construction Contracting

Task 4a: Construction contracting will include: advertising for bidding through standard GDPUD procedures, holding a pre-bid meeting, and responding to questions from contractors, opening and reviewing bids for completeness, and Board award of the project to the lowest responsive responsible bidder in accordance with the Public Contract Code.

Deliverables:

- Advertising/Invitation for Bids
- Notice of Award issued to contractor
- Notice to Proceed

Construction

Task 4b: Work for this task includes all construction activities that will lead to the completion of the Project, as listed below:

- Mobilization and Site Preparation: GDPUD staff and/or qualified contractor will set up a central staging area for storing equipment/materials and establish a local centralized batch plant where materials will be delivered and gunite will be mixed and distributed. Gravel access paths will be formed. Ditch reaches will be dewatered.
- Project Construction: Minor re-grading of ditch and surface preparation will be performed by a small bobcat, compact track loader, and hand crews to strip and compact the canal bottom and banks. Place reinforcing matt and apply an approximately 4 inch layer of gunite to the reshaped ditch. The reinforcing matt will be a small gauge welded wire fabric that is easily transported, cut to fit and shaped to the desired ditch dimensions. Once the placement equipment is removed from the site, final restoration of the disturbed areas adjacent to the ditch can take place (hydroseed, mulching, etc.). Erosion Control Features will be put in place as necessary.
- Performance Testing and Demobilization: GDPUD staff and/or qualified contractor will restore the central staging area and remove all equipment, trailers and any temporary utilities provided for the construction. A recording flow meter to document water conserved will be installed.

Deliverables:

- Construction photos, including onsite photos of sign(s) acknowledging support of Department of Water Resources grant funding.

Environmental Compliance/Mitigation/Enhancement

Task 4c: During construction, GDPUD staff and/or qualified consultant(s) will prepare an erosion control plan to ensure that soil exposed during project activities will not be transported if a rain event should occur during implementation. Before construction implementation, the NPDES permit program requirements will be met. A Storm Water Pollution Prevention Plan will be completed and a Notice of Intent to Discharge will be obtained under the Regional Water Quality Control Board's California Construction General Permit regulations.

Deliverables:

- Erosion Control Plan
- Stormwater Prevention Plan
- Notice of Intent to Discharge

Construction Administration

Task 4d: During construction, GDPUD staff and/or qualified engineering consultant(s) will provide construction management, oversight, and administration for Task 4b. Work for this task will include: on-site observations and inspections, conducting construction progress meetings, review of project status, preparation and processing of change orders, review and approval of progress payments and recommendations for payment.

Deliverables:

- As-Built Plans for the interties and gaging stations
- Notice of Completion signed by a licensed Engineer

Project 5: Grizzly Flats Drought Measures Infrastructure Project

Implementation Agency: Grizzly Flats Community Services District

This project will substantially improve Grizzly Flats Community Services District (GFCSD) water supply delivery system to a rural Disadvantaged Community with a water supply system that is over 40 years old. The various infrastructure components of the project will include installing an air release valve, a backwash tank, Cathodic Protection systems, and water meters. In addition, a leak detection program will be developed and implemented and a GFCSD will establish a residential water conservation program.

Task 1: Direct Project Administration, Budget Category (a)

Project Management

Task 1a: Manage grant agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with IRWM regional manager, NID. Prepare invoices including relevant supporting documentation for submittal to DWR via NID. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies, and managing consultants/contractors.

Deliverables:

- Environmental Information Form (EIF)
- Financial Statements
- Invoices
- Other Applicable Project Deliverables

Labor Compliance

Task 1b: Take all measures necessary to ensure compliance with applicable California Labor Code requirements, including, preparation and implementation of a labor compliance program or including any payments to the Department of Industrial Relations under Labor Code Section 1771.3.

Deliverable:

- Proof of applicable labor compliance upon request

Reporting

Task 1c: Prepare Quarterly Progress Reports detailing work completed during reporting period as outlined in Exhibit (G) of this agreement. Submit reports to NID for review and inclusion in a progress report to be submitted to DWR.

Prepare draft Final Project Completion Report and submit to DWR via NID for DWR Project Manager's comment and review no later than 90 days after project completion. Prepare Final Report addressing NID/DWR comments. The report shall be prepared and presented in accordance with the provision of Exhibit G.

Deliverables:

- Quarterly Progress Reports
- Draft Project Completion Report
- Final Project Completion Report

Task 2: Land Purchase/Easement, Budget Category (b)

There is no need to purchase additional land and/or obtain additional easements for this project. All work will be performed on GDPUD's property or within existing easements.

Task 3: Planning/Design/Engineering/Environmental Documentation, Budget Category (c)

Assessment and Evaluation

Task 3a: Work for this task will involve identifying and prioritizing overall water system need and determining strategies to improve system reliability to minimize water loss and drought impacts. This will include:

- ◆ Field Verification of infrastructure components: GFCSD staff and/or qualified consultant(s) will review all documents such as existing drawings, specifications and other information that is available and will make on-site visit(s) in order to gather additional field-related information such as performing field inspections, taking photos, and performing other related field tests as necessary.
- ◆ Leak Detection Program: provide field data to support a system-wide program to detect and repair leaks within GFCSD's water supply delivery system.

Planning

Task 3b: Work for this task will involve preparing plans for the Leak Detection Program

GFCSD staff and/or qualified consultant(s) will finalize a system-wide program for installation and ongoing monitoring of data logging leak correlators. GFCSD's GIS will be updated to provide leak detection equipment coordinates.

Deliverables:

- Leak Detection Plan

Design

Task 3c: Work for this task will involve preparing plans and specifications for the infrastructure components: an air release valve, a backwash tank, Cathodic Protection systems, and water meters.

Deliverables:

- Final Plans and Specifications (Air Release Valve)
- Final Plans and Specifications (Backwash Tank)
- Final Plans and Specifications (Cathodic Protection System)

CEQA Documentation

Task 3d: All necessary CEQA compliance documents will be prepared. A Notice of Exemption(s) is assumed, and will be prepared and filed for the applicable projects.

Deliverable:

- Notice of Exemption(s) or applicable CEQA documentation.

Permitting

Task 3e: There is no need for extra permits as all work is taking place on existing equipment and infrastructure.

Project Monitoring Plan

Task 3f: Develop and submit a Project Monitoring Plan. Along with the Project Performance Measures Table provided by DWR project manager, the Project Monitoring Plan, as described in Exhibit J, will include baseline conditions, a brief discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points.

Deliverable:

- Project Monitoring Plan

Task 4: Construction, Budget Category (d)

Construction Contracting

Task 4a: Construction contracting will include: advertising for bidding through standard GFCSD procedures, holding a pre-bid meeting, and responding to questions from contractors, opening and reviewing bids for completeness, and Board award of the project to the lowest responsive responsible bidder in accordance with the Public Contract Code.

Deliverables:

- Advertising/Invitation for Bids
- Notice of Award issued to contractor
- Notice to Proceed

Construction

Task 4b: Work for this task includes all construction activities that will lead to the completion of the Project, as listed below:

- Mobilization and Site Preparation: GFCSD staff and/or qualified contractor will set up a central staging area for storing equipment/materials.
- Install Air Release Valves in the Eagle Ditch pipeline
- Replace existing back wash tanks with one back wash tank of equal or larger capacity.
- Install the cathodic protection systems per the design.
- Replace older, less reliable water meters with new meters that have leak indicators and could provide the necessary accuracy.
- Upgrade GIS system, install Leak detection data loggers and correlators and repair leaks.
- Performance Testing and Demobilization: GFCSD staff and/or qualified contractor will oversee all necessary commissioning, certification and vendor sign-off procedures to ensure proper performance of all newly installed equipment. GFCSD staff and/or qualified contractor will restore the central staging area and remove all equipment, trailers and any temporary utilities provided for the construction. A recording flow meter to document water conserved will be installed.

Deliverables:

- Construction photos, including onsite photos of sign(s) acknowledging support of Department of Water Resources grant funding.

Environmental Compliance/Mitigation/Enhancement

Task 4c: During construction, staff (and/or qualified engineering consultant(s)) will provide environmental and archaeological/cultural compliance services. This may include specialized archaeological/cultural resource inspection, oversight and analysis, biological surveys, for and/or compliance reporting for these and other environmental issues specified in the adopted final CEQA documents, and regional permitting agencies.

Deliverables:

- Worker training materials, training sign-off sheet, and weekly updates – USFWS

Construction Administration

Task 4d: During construction, GFCSD staff and/or qualified engineering consultant(s) will provide construction management, oversight, and administration for Task 4b. Work for this task will include: on-site observations and inspections, conducting construction progress meetings, review of project status, preparation and processing of change orders, review and approval of progress payments and recommendations for payment.

Deliverables:

- As-Built Plans
- Certificate of Project Completion (see Standard Condition D.19)

Project 6: Rock Creek Water Contingency Intertie

Implementation Agency: Nevada Irrigation District

This project will add an intertie pipeline that will directly connect the Combie Canal to the Rock Creek Reservoir, which can be used during outages of PG&E's Wise Canal or Bear River Canal or both. The intertie will be approximately 3,750 feet in length and 36 inches in diameter. This will allow NID to secure 35 cfs for backup drinking and agricultural water supplies, providing water supply reliability to 91,200 people. The project will also result in permanent upgrades to aging infrastructure which is identified as one of the CABY region objectives.

Task 1: Direct Project Administration, Budget Category (a)

Project Management

Task 1a: Manage grant agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with IRWM regional manager, NID. Prepare invoices including relevant supporting documentation for submittal to DWR via NID. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies, and managing consultants/contractors.

Deliverables:

- Environmental Information Form (EIF)
- Financial Statements
- Invoices
- Other Applicable Project Deliverables

Labor Compliance

Task 1b: Take all measures necessary to ensure compliance with applicable California Labor Code requirements, including, preparation and implementation of a labor compliance program or including any payments to the Department of Industrial Relations under Labor Code Section 1771.3.

Deliverable:

- Proof of applicable labor compliance upon request

Reporting

Task 1c: Prepare Quarterly Progress Reports detailing work completed during reporting period as outlined in Exhibit (G) of this agreement. Submit reports to NID for review and inclusion in a progress report to be submitted to DWR.

Prepare draft Final Project Completion Report and submit to DWR via NID for DWR Project Manager's comment and review no later than 90 days after project completion. Prepare Final Report addressing NID/DWR comments. The report shall be prepared and presented in accordance with the provision of Exhibit G.

Deliverables:

- Quarterly Progress Reports
- Draft Project Completion Report
- Final Project Completion Report

Task 2: Land Purchase/Easement, Budget Category (b)

Easement Acquisition

Task 2a: In addition to existing easements, approximately five new easements will be acquired. Existing easements include utility easements within Shale Ridge Road and Locksley Lane, an existing utility

easement north of the Rock Creek Reservoir, and an NID easement between its existing water treatment plant and the Rock Creek Reservoir. Additional easements will be acquired from three private property owners, as well as PG&E.

Deliverables:

- Private Property Easement(s)
- PG&E Easement

Task 3: Planning/Design/Engineering/Environmental Documentation, Budget Category (c)

Assessment and Evaluation

Task 3a: Work for this task will involve pre-design evaluation, alternative route analysis, and environmental survey and reporting.

Design

Task 3b: Work for this task will involve preparing plans and specifications for the Rock Creek Water Contingency Intertie project.

Deliverable:

- Final Plans and Specifications

CEQA Documentation

Task 3c: All necessary CEQA compliance documents will be prepared. An Initial Study/Mitigated Negative Declaration has been prepared and will be filed for the project. .

Deliverable:

- Initial Study/Mitigated Negative Declaration or applicable CEQA documentation

Permitting

Task 3d: Obtain the permits required to implement NID's Rock Creek Water Contingency Intertie project. NID will prepare and process applications for a Section 401 and Section 404 from the Regional Water Quality Control Board, Section 1600 from the California Department of Fish & Wildlife, National Historic Preservation Act Section 106, and Federal Endangered Species Act Section 7. County encroachment permits (on public roads) may also apply.

Deliverables:

- 401 Water Quality Certification (RWQCB)
- 404 Nationwide Permit (ACOE)
- 1600 Streambed Alteration Agreement (CDFW)
- 106 National Historic Preservation Act (ACHP)
- Section 7 Consultation (USFW)
- County Encroachment Permits (if applicable)

Project Monitoring Plan

Task 3e: Develop and submit a Project Monitoring Plan. Along with the Project Performance Measures Table provided by DWR project manager, the Project Monitoring Plan, as described in Exhibit J, will include baseline conditions, a brief discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points.

Deliverable:

- Project Monitoring Plan

Task 4: Construction, Budget Category (d)

Construction Contracting

Task 4a: Construction contracting will include: advertising for bidding through standard NID procedures, holding a pre-bid meeting, and responding to questions from contractors, opening and reviewing bids for completeness, and Board award of the project to the lowest responsive responsible bidder in accordance with the Public Contract Code.

Deliverables:

- Advertising/Invitation for Bids
- Notice of Award issued to contractor
- Notice to Proceed

Construction

Task 4b: Work for this task includes all construction activities that will lead to the completion of the Project, as listed below:

- Mobilization and Site Preparation: NID staff and/or qualified contractor will establish appropriate staging area(s) with willing property owners near or within the project area for the temporary storage of the construction equipment and materials during the project. The site preparation will include removal and/or trimming of trees within the project alignment, pre-construction survey of existing property lines and easement limits, marking the project area for existing utilities, and saw cutting of road surfaces for future digging of trenches.
- Construction will consist of digging a trench for the pipe, placing suitable bedding material, laying approximately 3,750 linear feet of 36" pipe in the trench, backfilling the trench and compacting the fill, and then final restoration of the top surface (and re-asphalting any roads crossed). Additional construction items would be adding tracer wire (copper) to the top of the pipe, and building inlet and outlet structures. Restoration of the surrounding topography will include soil stabilization, which may include adding seeding and erosion control measures. The existing canal upstream of the new inlet structure will be modified and will include a passive flow measurement section.
- Performance Testing and Demobilization: GFCSD staff and/or qualified contractor will test soil compaction of the trench fill as well as test the pipe under pressure to determine if the pipe joints are sound (leak detection). Asphalt application for road surfaces will be tested for proper temperature of the asphalt and air temperature to ensure proper conditions. Concrete cylinders may be collected on pouring of large structures such as the inlet to the pipeline to determine proper strength of concrete. Demobilization will include removing remaining unused materials and equipment from the project site (construction trailers if applicable) and the final restoration of any impacted properties.

Deliverables:

- Construction photos, including onsite photos of sign(s) acknowledging support of Department of Water Resources grant funding.

Environmental Compliance/Mitigation/Enhancement

Task 4c: During construction, NID staff and/or qualified engineering consultant(s) will provide environmental and archaeological/cultural compliance services. This may include specialized archaeological/cultural resource inspection, oversight and analysis, biological surveys, for and/or compliance reporting for these and other environmental issues specified in the adopted final CEQA documents, and regional permitting agencies.

Deliverables:

- Worker training materials, training sign-off sheet, and weekly updates – USFWS

Construction Administration

Task 4d: During construction, NID staff and/or qualified engineering consultant(s) will provide construction management, oversight, and administration for Task 4b. Work for this task will include: on-site observations and inspections, conducting construction progress meetings, review of project status, preparation and processing of change orders, review and approval of progress payments and recommendations for payment.

Deliverables:

- As-Built Plans
- Certificate of Project Completion (see Standard Condition D.19)

Project 7: Greeley Canal Drought Measures Optimization

Implementation Agency: Placer County Water Agency

This project will modify existing Greeley Canal System facilities by removing the current manually operated equipment and replacing it with automated equipment. Placer County Water Agency (PCWA) engineering staff anticipates the project will re-direct an estimated 360 acre-feet per year of water currently lost to the system and significantly reduce the amount of water that is unnecessarily spilled.

Task 1: Direct Project Administration, Budget Category (a)

Project Management

Task 1a: Manage grant agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with IRWM regional manager, NID. Prepare invoices including relevant supporting documentation for submittal to DWR via NID. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies, and managing consultants/contractors.

Deliverables:

- Environmental Information Form (EIF)
- Financial Statements
- Invoices
- Other Applicable Project Deliverables

Labor Compliance

Task 1b: Take all measures necessary to ensure compliance with applicable California Labor Code requirements, including, preparation and implementation of a labor compliance program or including any payments to the Department of Industrial Relations under Labor Code Section 1771.3.

Deliverable:

- Proof of applicable labor compliance upon request

Reporting

Task 1c: Prepare Quarterly Progress Reports detailing work completed during reporting period as outlined in Exhibit (G) of this agreement. Submit reports to NID for review and inclusion in a progress report to be submitted to DWR.

Prepare draft Final Project Completion Report and submit to DWR via NID for DWR Project Manager's comment and review no later than 90 days after project completion. Prepare Final Report addressing NID/DWR comments. The report shall be prepared and presented in accordance with the provision of Exhibit G.

Deliverables:

- Quarterly Progress Reports
- Draft Project Completion Report
- Final Project Completion Report

Task 2: Land Purchase/Easement, Budget Category (b)

Easement Acquisition

Task 2a: In addition to existing easements, approximately two new easements will be acquired at the headworks of the Lower Greeley Canal.

Deliverables:

- Private Property Easement(s)

Task 3: Planning/Design/Engineering/Environmental Documentation, Budget Category (c)

Assessment and Evaluation

Task 3a: Review historical data available on canal spills and research possible control equipment and strategies. Complete site layouts, site grading, hydraulic analysis; mechanical, electrical, instrumentation, and communications design.

Design

Task 3b: Work for this task will involve preparing plans and specifications for the Upper Greeley Headworks and Lower Greeley Headworks

Deliverable:

- Final Plans and Specifications (Upper Greeley Headworks)
- Final Plans and Specifications (Lower Greeley Headworks)

CEQA Documentation

Task 3c: All necessary CEQA compliance documents will be prepared. A Notice of Exemption is assumed, and will be prepared and filed for this project.

Deliverable:

- Notice of Exemption or applicable CEQA documentation

Project Monitoring Plan

Task 3d: Develop and submit a Project Monitoring Plan. Along with the Project Performance Measures Table provided by DWR project manager, the Project Monitoring Plan, as described in Exhibit J, will include baseline conditions, a brief discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points.

Deliverable:

- Project Monitoring Plan

Task 4: Construction, Budget Category (d)

Construction Contracting

Task 4a: Construction contracting will include: advertising for bidding through standard NID procedures, holding a pre-bid meeting, and responding to questions from contractors, opening and reviewing bids for completeness, and Board award of the project to the lowest responsive responsible bidder in accordance with the Public Contract Code.

Deliverables:

- Advertising/Invitation for Bids
- Notice of Award issued to contractor
- Notice to Proceed

Construction

Task 4b: Work for this task includes all construction activities that will lead to the completion of the Project, as listed below:

- ◆ Mobilization and Site Preparation: PCWA staff and/or qualified contractor will establish appropriate staging area(s) near or within the project site for the temporary storage of the construction equipment and materials during the project. Work will also involve installing a temporary bypass around the construction site and clearing access to the site.

- ◆ Construction will consist of:

Upper Greeley Headworks:

- ✓ Demolishing 30' section of canal to receive a flumegate
- ✓ Grading the site for the new canal section
- ✓ Grading the site for power, RTU, and communication equipment
- ✓ Installing section of canal with flumegate
- ✓ Installing power, RTU, and communication equipment
- ✓ Energizing equipment
- ✓ Integrating SCADA system

Lower Greeley Headworks:

- ✓ Grading site for mechanical, electrical, control and communication equipment
- ✓ Installing mechanical: piping, isolation valves, control valve, flow meter, pressure transducer, and micro hydro generator
- ✓ Installing RTU, and communication equipment
- ✓ Energizing equipment
- ✓ Integrating SCADA system

- ◆ Performance Testing and Demobilization: PCWA staff and/or qualified contractor will complete the following:

Upper Greeley Headworks:

- ✓ Test flumegate in each of its operational modes for proper response.
- ✓ Monitor flow reactions to flumegate at existing spills.
- ✓ Adjust program parameters to achieve desired flow results.
- ✓ Site cleanup.
- ✓ Demobilize

Lower Greeley Headworks:

- ✓ Check responsiveness of control valve as flow changes.
- ✓ Adjust control valve operating parameters to tune valve to produce steady pressure upstream.
- ✓ Monitor upstream spill to determine operational effectiveness
- ✓ Site cleanup
- ✓ Landscape restoration
- ✓ Demobilize

Deliverables:

- Construction photos, including onsite photos of sign(s) acknowledging support of Department of Water Resources grant funding.

Environmental Compliance/Mitigation/Enhancement

Task 4c: During construction, PCWA staff and/or qualified engineering consultant(s) will provide environmental and environmental compliance services. This may include specialized inspection, oversight and analysis, biological surveys, for and/or compliance reporting for these and/or other environmental issues specified in the adopted final CEQA documents, and regional permitting agencies. Depending on the acreage of soil disturbance, a Stormwater Pollution Prevention Plan (SWPPP) or a Water Pollution Control Plan (WPCP) will be prepared for the project.

Deliverables:

- Worker training materials, training sign-off sheet, and weekly updates – USFWS
- Stormwater Pollution Prevention Plan (if applicable)
- Water Pollution Control Plan (if applicable)

Construction Administration

Task 4d: During construction, NID staff and/or qualified engineering consultant(s) will provide construction management, oversight, and administration for Task 4b. Work for this task will include: on-site observations and inspections, conducting construction progress meetings, review of project status, preparation and processing of change orders, review and approval of progress payments and recommendations for payment.

Deliverables:

- As-Built Plans
- Certificate of Project Completion (see Standard Condition D.19)

**EXHIBIT B
BUDGET**

CABY Budget Summary

	Grant Funding	Funding Match	Total Cost
Project 1: Grant Agreement Administration	\$420,711	\$55,000	\$475,711
Project 2: Waterline Replacement - Chamberlain/Sacramento Street Area	\$743,351	\$259,715	\$1,003,066
Project 3: El Dorado County, Regional Water Conservation Planning – Model Implementation and Education Program	\$1,775,187	\$648,745	\$2,423,932
Project 4: Georgetown Divide PUD Water Conservation, Supply Reliability and Environmental Protection	\$860,894	\$286,965	\$1,147,859
Project 5: Grizzly Flats Drought Measures Infrastructure Project (DAC)	\$492,051	\$15,860	\$507,911
Project 6: Rock Creek Water Contingency Intertie	\$1,656,503	\$552,168	\$2,208,670
Project 7: Greeley Canal Drought Measures Optimization	\$235,500	\$78,500	\$314,000
Total Cost:	\$6,184,197	\$1,896,952	\$8,081,149

Project 1: Grant Agreement Administration

	Grant Funding	Funding Match	Total Cost
Task 1 Direct Project Administration	\$420,711	\$55,000	\$475,711
Task 2 Land Purchase/Easement	\$0	\$0	\$0
Task 3 Planning/Design/Engineering/Environmental Documentation	\$0	\$0	\$0
Task 4 Construction/Implementation	\$0	\$0	\$0
	\$420,711	\$55,000	\$475,711

Project 2: Waterline Replacement - Chamberlain/Sacramento Street Area

	Grant Funding	Funding Match	Total Cost
Task 1 Direct Project Administration	\$50,326	\$15,212	\$65,538
Task 2 Land Purchase/Easement	\$0	\$50,000	\$50,000
Task 3 Planning/Design/Engineering/Environmental Documentation	\$0	\$100,000	\$100,000
Task 4 Construction/Implementation	\$693,025	\$94,503	\$787,528
	\$743,351	\$259,715	\$1,003,066

Project 3: El Dorado County, Regional Water Conservation Planning – Model Implementation and Education Program

	Grant Funding	Funding Match	Total Cost
Task 1 Direct Project Administration	\$84,241	\$82,846	\$167,087
Task 2 Land Purchase/Easement	\$0	\$0	\$0
Task 3 Planning/Design/Engineering/Environmental Documentation	\$219,727	\$72,243	\$291,970
Task 4 Construction/Implementation	\$1,471,219	\$493,656	\$1,964,875
	\$1,775,187	\$648,745	\$2,423,932

Project 4: Georgetown Divide PUD Water Conservation, Supply Reliability and Environmental Protection

	Grant Funding	Funding Match	Total Cost
Task 1 Direct Project Administration	\$22,507	\$50,212	\$72,719
Task 2 Land Purchase/Easement	\$0	\$0	\$0
Task 3 Planning/Design/Engineering/Environmental Documentation	\$133,000	\$0	\$133,000
Task 4 Construction/Implementation	\$705,387	\$236,753	\$942,140
	\$860,894	\$286,965	\$1,147,859

Project 5: Grizzly Flats Drought Measures Infrastructure Project (DAC)

	Grant Funding	Funding Match	Total Cost
Task 1 Direct Project Administration	\$36,445	\$0	\$36,445
Task 2 Land Purchase/Easement	\$0	\$0	\$0
Task 3 Planning/Design/Engineering/Environmental Documentation	\$96,980	\$0	\$96,980
Task 4 Construction/Implementation	\$358,626	\$15,860	\$374,486
	\$492,051	\$15,860	\$507,911

Project 6: Rock Creek Water Contingency Intertie

	Grant Funding	Funding Match	Total Cost
Task 1 Direct Project Administration	\$68,603	\$22,868	\$91,470
Task 2 Land Purchase/Easement	\$18,750	\$6,250	\$25,000
Task 3 Planning/Design/Engineering/Environmental Documentation	\$97,500	\$32,500	\$130,000
Task 4 Construction/Implementation	\$1,471,650	\$490,550	\$1,962,200
	\$1,656,503	\$552,168	\$2,208,670

Project 7: Greeley Canal Drought Measures Optimization

	Grant Funding	Funding Match	Total Cost
Task 1 Direct Project Administration	\$36,750	\$12,250	\$49,000
Task 2 Land Purchase/Easement	\$7,500	\$2,500	\$10,000
Task 3 Planning/Design/Engineering/Environmental Documentation	\$18,750	\$6,250	\$25,000
Task 4 Construction/Implementation	\$172,500	\$57,500	\$230,000
	\$235,500	\$78,500	\$314,000

EXHIBIT C
SCHEDULE

Project 1: Grant Agreement Administration

	START	END
Task 1 Direct Project Administration	Feb 2014	— Dec 2018
Task 1a: Agreement Administration	Feb 2014	— Dec 2018
Task 1b: Invoicing	Feb 2014	— Dec 2018
Task 1c: Progress Reports and Project Completion Reports	Feb 2014	— Dec 2018

Project 2: Waterline Replacement - Chamberlain/Sacramento Street Area

	START	END
Task 1 Direct Project Administration	Jan 2013	— April 2016
Task 1a: Project Management	Jan 2013	— Oct 2016
Task 1b: Labor Compliance	Oct 2014	— Oct 2016
Task 1c: Reporting	Oct 2014	— Oct 2016
Task 2 Land Purchase/Easement	Oct 2014	— July 2015
Task 2a: Right of Way	Oct 2014	— July 2015
Task 3 Planning/Design/Engineering/Environmental Documentation	Jan 2010	— Sept 2015
Task 3a: Assessment and Evaluation	Jan 2010	— Feb 2010
Task 3b: CEQA Documentation	Oct 2014	— Sept 2015
Task 3c: Design	Oct 2014	— Sept 2015
Task 3c: Permitting	Oct 2014	— Sept 2015
Task 3d: Project Monitoring Plan	Oct 2014	— Sept 2015
Task 4 Construction/Implementation	July 2015	— July 2016
Task 4a: Construction Contracting	July 2015	— Sept 2015
Task 4b: Construction	Sept 2015	— July 2016
Task 4c: Construction Administration	Sept 2015	— July 2016
Task 4d: Environmental Compliance/Mitigation/Enhancement	Sept 2015	— July 2016

Project 3: El Dorado County, Regional Water Conservation Planning – Model Implementation and Education Program

	START	END
Task 1 Direct Project Administration	Jan 2013	Mar 2018
Task 1a: Project Management	Jan 2013	Mar 2018
Task 1b: Labor Compliance	Oct 2014	Dec 2017
Task 1c: Reporting	Oct 2014	Mar 2018
Task 2 Land Purchase/Easement	~	~
Task 3 Planning/Design/Engineering/Environmental Documentation	Jan 2010	Mar 2016
Task 3a: El Dorado County Government Center Water Conservation Retrofits	Jan 2010	Oct 2015
Task 3b: County-wide Water Conservation Plan	Oct 2014	Aug 2015
Task 3c: The Great Water Mystery Water Conservation Assembly and Audit Program	Oct 2014	Mar 2016
Task 3d: CEQA Documentation	Feb 2015	Oct 2015
Task 3e: Permitting	Oct 2014	Nov 2015
Task 3f: Project Monitoring Plan	Oct 2014	Dec 2015
Task 4 Construction/Implementation	Oct 2014	Dec 2017
Task 4a: Contract Services	Oct 2014	Dec 2015
Task 4b: Implementation	Dec 2014	Dec 2017
Task 4c: The Great Water Mystery Water Conservation Assembly and Audit Program Impleme	Dec 2014	Dec 2017

Project 4: Georgetown Divide PUD Water Conservation, Supply Reliability and Environmental Protection

	START	END
Task 1 Direct Project Administration	Jan 2013	Nov 2016
Task 1a: Project Management	Jan 2013	Nov 2016
Task 1b: Labor Compliance	Aug 2015	Nov 2016
Task 1c: Reporting	Oct 2015	Nov 2016
Task 2 Land Purchase/Easement	Aug 2015	Aug 2015
Task 3 Planning/Design/Engineering/Environmental Documentation	Jan 2012	Mar 2016
Task 3a: Surveying and Geotechnical Services	Sept 2015	Nov 2015
Task 3b: Design	Nov 2015	Jan 2016
Task 3c: CEQA Documentation	Oct 2015	Mar 2016
Task 3d: Permitting	Oct 2015	Mar 2016
Task 3e: Project Monitoring Plan	Oct 2015	Mar 2016
Task 4 Construction/Implementation	Mar 2016	Aug 2016
Task 4a: Construction Contracting	Mar 2016	Apr 2016
Task 4b: Construction	Apr 2016	Aug 2016
Task 4c: Environmental Compliance/Mitigation/Enhancement	Mar 2016	Jun 2016
Task 4d: Construction Administration	Mar 2015	Aug 2016

Project 5: Grizzly Flats Drought Measures Infrastructure Project

	START	END
Task 1 Direct Project Administration	Jan 2012	— Mar 2018
Task 1a: Project Management	Jan 2012	— Mar 2018
Task 1b: Labor Compliance	Oct 2014	— Dec 2017
Task 1c: Reporting	Oct 2014	— Mar 2018
Task 2 Land Purchase / Easement	—	—
Task 3 Planning/Design/Engineering/Environmental Documentation	Jan 2012	— Dec 2016
Task 3a: Assessment and Evaluation	Jan 2012	— Dec 2016
Task 3b: Planning	Jan 2012	— Dec 2014
Task 3c: Design	Oct 2014	— Dec 2016
Task 3d: CEQA Documentation	Oct 2014	— Dec 2016
Task 3e: Permitting		—
Task 4 Construction/Implementation	Oct 2014	— Dec 2017
Task 4a: Construction Contracting	Oct 2014	— Mar 2016
Task 4b: Construction	Oct 2014	— Dec 2017
Task 4c: Environmental Compliance/Mitigation/Enhancement	Nov 2014	— Dec 2017
Task 4d: Construction Administration	Nov 2014	— Dec 2017

Project 6: Rock Creek Water Contingency Intertie

	START	END
Task 1 Direct Project Administration	Aug 2011	— Nov 2017
Task 1a: Project Management	Aug 2011	— Nov 2017
Task 1b: Labor Compliance	Oct 2014	— Nov 2017
Task 1c: Reporting	Oct 2014	— Nov 2017
Task 2 Land Purchase / Easement	May 2014	— Sep 2016
Task 2a: Easement Acquisition	May 2014	— Sep 2016
Task 3 Planning/Design/Engineering/Environmental Documentation	Aug 2011	— Sept 2015
Task 3a: Assessment and Evaluation	Aug 2011	— Mar 2014
Task 3b: Design	April 2014	— Jan 2015
Task 3c: CEQA Documentation	April 2014	— Jan 2015
Task 3d: Permitting	Aug 2011	— Sep 2015
Task 3e: Project Monitoring Plan	Aug 2015	— Aug 2015
Task 4 Construction/Implementation	Feb 2015	— April 2017
Task 4a: Construction Contracting	Feb 2015	— Mar 2015
Task 4b: Construction	Aug 2015	— April 2017
Task 4c: Environmental Compliance/Mitigation/Enhancement	Aug 2015	— April 2017
Task 4d: Construction Administration	Feb 2015	— April 2017

Project 7: Greeley Canal Drought Measures Optimization

	START	END
Task 1 Direct Project Administration	May 2014	Feb 2016
Task 1a: Project Management	May 2014	Jun 2016
Task 1b: Labor Compliance	July 2014	Jun 2016
Task 1c: Reporting	Jan 2015	Jun 2016
Task 2 Land Purchase / Easement	Sept 2014	July 2015
Task 2a: Easement Acquisition	Sept 2014	July 2015
Task 3 Planning/Design/Engineering/Environmental Documentation	May 2014	Feb 2016
Task 3a: Assessment and Evaluation	May 2014	Oct 2014
Task 3b: Design	Oct 2014	July 2015
Task 3c: CEQA Documentation	Aug 2014	May 2015
Task 3d: Permitting	N/A	—
Task 3e: Project Monitoring Plan	Feb 2015	Feb 2016
Task 4 Construction/Implementation	Jan 2015	Feb 2016
Task 4a: Construction Contracting	Jan 2015	Oct 2014
Task 4b: Construction	April 2015	Feb 2016
Task 4c: Environmental Compliance/Mitigation/Enhancement	May 2014	Feb 2016
Task 4d: Construction Administration	April 2015	Feb 2016

EXHIBIT D
STANDARD CONDITIONS

D.1) ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:

- a) **Separate Accounting of Funding Disbursements 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) **Disposition of Money Disbursed:** All money disbursed pursuant to this Grant Agreement shall be deposited, administered, and accounted for pursuant to the provisions of applicable law.
- d) **Remittance of Unexpended Funds:** Grantee shall remit to State any unexpended funds that were disbursed to Grantee under this Grant Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant Agreement, whichever comes first.

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 Projects or using any data and/or information developed under this Grant Agreement. During construction of each 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) AIR OR WATER POLLUTION VIOLATION: Under State laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

D.4) AMENDMENT: This Grant Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. State shall have no obligation to agree to an amendment.

D.5) 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.6) APPROVAL: This Agreement is of no force or effect until signed by all parties to the agreement. Grantee may not submit invoices or receive payment until all required signatures have been obtained.

D.7) AUDITS: State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of Projects, with the costs of such audit borne by State. After completion of the Projects, State may require Grantee to conduct a final audit to State's specifications,

at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may elect to pursue any remedies provided in Paragraph 14 or take any other action it deems necessary to protect its interests.

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

- D.8) **BUDGET CONTINGENCY:** If the Budget Act of the current year covered under this Grant Agreement does not appropriate sufficient funds for the Proposition 84 Implementation Grant Program, this Grant Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Grant Agreement. In this event, State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement. Nothing in this Grant Agreement shall be construed to provide Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant Agreement is reduced or deleted by the Budget Act for purposes of this program, State shall have the option to either cancel this Grant Agreement with no liability occurring to State, or offer a Grant Agreement amendment to Grantee to reflect the reduced amount.
- D.9) **CALIFORNIA CONSERVATION CORPS:** As required in Water Code section 79038(b), Grantee shall examine the feasibility of using the California Conservation Corps or community conservation corps to accomplish the habitat restoration, enhancement and protection activities listed in the Exhibit A, Work Plan, and shall use the services of one of these organizations whenever feasible.
- D.10) **CEQA:** Activities funded under this Grant Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA) (Public Resources Code §21000 et seq.). Information on CEQA may be found at the following links:
Environmental Information: <http://ceres.ca.gov/ceqa/>
California State Clearinghouse Handbook: <http://ceres.ca.gov/planning/sch/>
- D.11) **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.12) **CLAIMS DISPUTE:** Any claim that the Grantee may have regarding performance of this agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the State's Project Manager, within thirty (30) days of the Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
- D.13) **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.14) COMPUTER SOFTWARE:** 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.15) CONFLICT OF INTEREST:** All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code, Section 1090 and Public Contract Code, Sections 10410 and 10411, for State conflict of interest requirements.
- a) **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
 - b) **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
 - c) **Employees of the Grantee:** Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Cal. Gov't Code § 87100 et seq.
 - d) **Employees and Consultants to the Grantee:** Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.16) DELIVERY OF INFORMATION, REPORTS, AND DATA:** Grantee agrees to expeditiously provide throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by State.
- D.17) DISPOSITION OF EQUIPMENT:** Grantee shall provide to State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory State shall provide 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.18) 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)(1).

- b) Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:
 - i) The dangers of drug abuse in the workplace,
 - ii) Grantee's policy of maintaining a drug-free workplace,
 - iii) Any available counseling, rehabilitation, and employee assistance programs, and
 - iv) Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
 - c) Provide, as required by Government Code Sections 8355(a)(3), that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
 - i) Will receive a copy of Grantee's drug-free policy statement, and
 - ii) Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.
- D.19) **FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL:** Upon completion of the Project, Grantee shall provide for a final inspection and certification by the appropriate registered professional (California Registered Civil Engineer or Geologist) 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. Grantee shall notify the State's Project Manager of the inspection date at least 14 calendar days prior to the inspection in order to provide State the opportunity to participate in the inspection.
- D.20) **GRANTEE COMMITMENTS:** Grantee accepts and agrees to comply with all terms, provisions, conditions and commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
- D.21) **GRANTEE NAME CHANGE:** Approval of the State's Program Manager is required to change the Grantee's name as listed on this Grant Agreement. Upon receipt of legal documentation of the name change the State will process an amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
- D.22) **GOVERNING LAW:** This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.23) **INDEMNIFICATION:** Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Projects and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insured on their liability insurance for activities undertaken pursuant to this Agreement.
- D.24) **INDEPENDENT CAPACITY:** Grantee, and the agents and employees of Grantees, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.25) **INSPECTION OF BOOKS, RECORDS, AND REPORTS:** During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this 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.26) **INSPECTIONS OF PROJECT BY STATE:** State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with State.

- D.27) INVOICE DISPUTES:** In the event of an invoice dispute, payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided 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 DWR Project Manager 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.28) LABOR CODE COMPLIANCE:** The 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 Labor Code Section 1771.3.
- D.29) MODIFICATION OF OVERALL WORK PLAN:** At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibit A which concern the budget and schedule without formally amending this Grant Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Grant Agreement. Non-material changes with respect to each Project schedule are changes that will not extend the term of this Grant Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Project Manager in writing.
- D.30) NONDISCRIMINATION:** During the performance of this Grant Agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medical and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.
- D.31) NO DISCRIMINATION AGAINST DOMESTIC PARTNERS:** For contracts over \$100,000 executed or amended after January 1, 2007, the Grantee certifies by signing this Grant Agreement, under penalty of perjury under the laws of State of California that Grantee is in compliance with Public Contract Code section 10295.3.
- D.32) OPINIONS AND DETERMINATIONS:** Where the terms of this Grant Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

- D.33) **PERFORMANCE AND ASSURANCES:** Grantee agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in Exhibit A, "Work Plan" and to apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law.
- D.34) **PRIORITY HIRING CONSIDERATIONS:** If this Grant Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
- D.35) **PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** The Grantee 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 Projects, or with Grantee's service of water, without prior permission of State. Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee to meet its obligations under this Grant Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.
- D.36) **REMEDIES NOT EXCLUSIVE:** The use by either party of any remedy specified herein for the enforcement of this Grant Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.37) **RETENTION:** Notwithstanding any other provision of this Grant Agreement, State shall, for each project, withhold five percent (5.0%) until January 1, 2018 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 19, "Submissions of Reports" as follows: At such time as the "Project Completion Report" required under Paragraph 19 is submitted to and approved by State, State shall 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.38) **RIGHTS IN DATA:** 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 made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act., Cal. Gov't Code §6250 et seq. 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 State for financial support. Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.39) **SEVERABILITY:** Should any portion of this Grant Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant Agreement shall continue as modified.
- D.40) **STATE REVIEWS:** The parties agree that review or approval of projects applications, documents, permits, plans, and specifications or other project information by the State is for administrative purposes only and does not relieve the Grantee of their responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the projects.
- D.41) **SUSPENSION OF PAYMENTS:** This Grant Agreement may be subject to suspension of payments or termination, or both, and Grantee may be subject to debarment if the State determines that:
a) Grantee, its contractors, or subcontractors have made a false certification, or
b) Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant Agreement.
- D.42) **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.43) TERMINATION BY GRANTEE:** Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, Grantee must provide a reason(s) for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date.
- D.44) TERMINATION FOR CAUSE:** Subject to the right to cure under Paragraph 14, the State may terminate this Grant Agreement and be relieved of any payments should Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 14.
- D.45) TERMINATION WITHOUT CAUSE:** The State may terminate this Agreement without cause on 30 days advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.46) THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.47) TIMELINESS:** Time is of the essence in this Grant Agreement.
- D.48) 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.49) 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.
- D.50) WORKERS' COMPENSATION:** Grantee affirms that it is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Grant Agreement and will make its contractors and subcontractors aware of this provision.

EXHIBIT E
AUTHORIZING RESOLUTION



RESOLUTION No. 2014-42

OF THE BOARD OF DIRECTORS OF THE NEVADA IRRIGATION DISTRICT

AUTHORIZING APPLICATION FOR THE
2014 INTEGRATED REGIONAL WATER MANAGEMENT DROUGHT GRANT

WHEREAS, in June 2014, the California Department of Water Resources' (DWR) released the Proposal Solicitation Package for 2014 Integrated Regional Water Management (IRWM) Drought Grant Solicitation funded by Proposition 84 (the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act); and,

WHEREAS, the Governor and Legislature have directed DWR to expedite the grant solicitation and award of \$200 million in IRWM funding to support projects that:

- Provide immediate regional drought preparedness
- Increase local water supply reliability and the delivery of safe drinking water
- Assist water suppliers and regions to implement conservation programs and measures that are not locally cost-effective
- Reduce water quality conflicts or ecosystem conflicts created by the drought

WHEREAS, the Nevada Irrigation District (the "District") is a member of the Cosumnes, American, Bear and Yuba (CABY) River Watershed Integrated Regional Water Management planning group; and

WHEREAS, the District has collaborated with other CABY members, including water agencies, cities and non-governmental organizations, and developed a package of eligible projects for IRWM funding; and

WHEREAS, the District intends to apply for IRWM funding on behalf of the CABY members.

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors of the Nevada Irrigation District hereby authorize that application be made to the California Department of Water Resources to obtain a 2014 Integrated Regional Water Management Drought Grant pursuant to the Safe Drinking Water, Water Quality and

Resolution No. 2014-42
Application for IRWM Drought Grant
Page 2

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 CABY IRWM Drought Grant Solicitation 2014.

BE IT FURTHER RESOLVED, that the General Manager, or Assistant General Manager, of the District is hereby authorized and directed to prepare the necessary data, conduct investigations, file such application, and execute a grant agreement with the California Department of Water Resources.

PASSED AND ADOPTED by the Board of Directors of the Nevada Irrigation District at a regular meeting held on the 9th day of July, 2014, by the following vote:

AYES:	Directors:	Weber, Miller, Bachman, Wilcox, Drew
NOES:	Directors:	None
ABSENT:	Directors:	None
ABSTAINS:	Directors:	None



President of the Board of Directors

Attest:



Secretary to the Board of Directors

**EXHIBIT F
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
Project 1: Grant Agreement Administration	Nevada Irrigation District	1036 West Main District Grass Valley, CA 95955
Project 2: Waterline Replacement - Chamberlain/Sacramento Street Area	City of Placerville	301 Center Street Placerville, CA 95677
Project 3: El Dorado County, Regional Water Conservation Planning – Model Implementation and Education Program	El Dorado County Water Agency	4110B Business Drive Cameron Park, CA 95682
Project 4: Georgetown Divide PUD Water Conservation, Supply Reliability and Environmental Protection	Georgetown Divide Public Utilities District	6425 Wentworth Springs Road Georgetown, CA 95634
Project 5: Grizzly Flats Drought Measures Infrastructure Project	Grizzly Flats Community Services District	4765 Sciaroni Road Grizzly Flats, CA 95636
Project 6: Rock Creek Water Contingency Intertie	Nevada Irrigation District	1036 West Main District Grass Valley, CA 95955
Project 7: Greeley Canal Drought Measures Optimization	Placer County Water Agency	144 Ferguson Road Auburn, CA 95603

EXHIBIT G
REPORT FORMATS AND REQUIREMENTS

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

PROGRESS REPORTS

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information. For each project, discuss the following at the task level, as organized in Exhibit A Work Plan:

- Percent complete estimate.
- Discussion of work accomplished during the reporting period.
- Milestones or deliverables completed/submitted during the reporting period.
- Scheduling concerns and issues encountered that may delay completion of the task.

For each project, discuss the following at the project level, as organized in Exhibit A Work Plan:

- Work anticipated for the next reporting period.
- Photo documentation, as appropriate.
- Any schedule or budget modifications approved by DWR during the reporting period.

PROJECT COMPLETION REPORT

Project Completion Reports shall generally use the following format.

Executive Summary

Should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original Grant application.
- Description of actual work completed and any deviations from Exhibit A. List any official amendments to this Grant Agreement, with a short description of the amendment.

Reports and/or Products

The following items should be provided:

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

Costs and Dispositions of Funds

A list of showing:

- The date each invoice was submitted to State
- The amount of the invoice
- The date the check was received
- The amount of the check (If a check has not been received for the final invoice, then state this in this section.)
- A summary of the payments made by the Grantee for meeting its cost sharing obligations under this Grant Agreement.

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

Additional Information

- Benefits derived from the project, with quantification of such benefits provided, if applicable.
- A final project schedule showing actual progress verse planned progress as shown in Exhibit B.
- Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate) 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.
- If applicable, a short discussion on how the IRWM Plan will assist in reducing dependence on Delta water supplies.
- 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 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 Professional (Civil Engineer or Geologist, as appropriate) 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

Report should be concise, and focus on how (each/the) project is actually performing compared to its expected performance; whether the project is being operated and maintained, and providing intended benefits as proposed.

Reports and/or products

- Time period of the annual report (i.e., Oct 2014 through September 2015)
- Short project description
- Discussion of the project benefits
- 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 21 of this Grant Agreement
- Any additional information relevant to or generated by the continued operation of the project

EXHIBIT H
REQUIREMENTS FOR STATEWIDE MONITORING AND 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 G.

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

Grantee shall submit to DWR groundwater level data collected as part of this grant. Water level data must be submitted using the California Statewide Groundwater Elevation Monitoring (CASGEM) online data submission system. Grantee should use their official CASGEM Monitoring Entity or Cooperating Agency status to gain access to the online submittal tool and submit data. If the data is from wells that are not part of the monitoring network, the water level measurements should be classified as voluntary measurements in the CASGEM system. If the grantee is not a Monitoring Entity or Cooperating Agency, please contact your DWR grant project manager for further assistance with data submittal. The activity of data submittal should be documented in appropriate progress or final project reports, as described in Exhibit G. Information regarding the CASGEM program can be found at <http://www.water.ca.gov/groundwater/casgem/>.

EXHIBIT I
STATE AUDIT DOCUMENT REQUIREMENTS AND FUNDING MATCH GUIDELINES
FOR GRANTEES

State Audit Document Requirements

The list below details the documents/records that State Auditors typically reviewed in the event of a Grant Agreement being audited. Grantees should ensure that such records are maintained for each State funded Program/Project. Where applicable, this list of documents also includes documents relating to the Grantee's funding match which will be required for audit purposes.

Internal Controls:

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

State Funding:

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

Contracts:

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

Invoices:

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

Accounting Records:

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

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Grantee staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Grantee's

Project Files:

1. All supporting documentation maintained in the Program/Project files.
2. All Grant Agreement related correspondence.

Funding Match Guidelines

Funding Match consists of non-State funds including in-kind services. In-kind services are defined as work performed or items contributed (i.e., dollar value of non-cash contributions) by the Grantee (and potentially other parties involved) directly related to the execution of Exhibit A "Work Plan" (examples: volunteer services, equipment use, and facilities). The cost of in-kind service can be counted as funding match in-lieu of actual funds (or revenue) provided by the Grantee. Other funding match and in-kind service eligibility conditions may apply. Provided below is guidance for documenting funding match with and without in-kind services.

1. Although tracked separately, in-kind services shall be documented and, to the extent feasible, supported by the same methods used by the Grantee for its own employees. Such documentation should include the following:
 - a. Detailed description of the contributed item(s) or service(s)
 - b. Purpose for which the contribution was made (tied to Grant Agreement Exhibit A "Work Plan")
 - c. Name of contributing organization and date of contribution
 - d. Real or approximate value of contribution. Who valued the contribution and how the value was determined? (e.g., actual, appraisal, fair market value, etc.). Justification of rate. (See item #2, below)
 - e. For contributed labor, the person's name, the work performed, the number of hours contributed, and the pay rate applied
 - f. If multiple sources exist, these should be summarized on a table with summed charges
 - g. Source of contribution and whether it was provided by, obtained with, or supported by government funds
2. Rates for volunteer or in-kind services shall be consistent with those paid for similar work in the Grantee's organization. For example, volunteer service of clearing vegetation performed by an attorney shall be valued at a fair market value for this service, not the rate for professional legal services. In those instances in which the required skills are not found in the recipient organization, rates shall be consistent with those paid for similar work in the labor market. Paid fringe benefits that are reasonable, allowable and allocable may be included in the valuation.
3. Funding match contribution (including in kind services) shall be for costs and services directly attributed to activities included in the 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 the State funded Program/Project under the Grant Agreement.
4. Cash contributions made to a Program/Project shall be documented as revenue and in-kind services as expenditure. These costs should be tracked separately in the Grantee's accounting systems.

EXHIBIT J
PROJECT MONITORING PLAN GUIDANCE

Introduction

Please include a brief description of the project (maximum ~150 words) including project location, implementation elements, and need for project (what problem will the project address).

Project Monitoring Plan Components

The Project Monitoring Plan should contain responses to the following questions:

- What are the anticipated project physical benefits?
- What are the corresponding numeric targets for each project benefit?
- How will proposed numeric targets be measured?
- What are baseline conditions?
- When will the targets be met (upon project completion, five years after completion, etc.)
- How often will monitoring be undertaken (monthly yearly, etc.)
- Where are monitoring point locations (ex: meter located at..., at stream mile...)? Include relevant maps.
- How will the project be maintained (ex: irrigation, pest management, weed abatement..)?
- What will be the frequency and duration of maintenance proposed activities?
- Are there any special environmental considerations (e.g., resource agency requirements, permit requirements, CEQA/NEPA mitigation measures)?
- Who is responsible for collecting the samples (who is conducting monitoring and/or maintenance)?
- How, and to whom, will monitoring results be reported (e.g.: paper reports, online databases, public meetings)?
- What adaptive management strategies will be employed if problems are encountered during routine monitoring or maintenance?
- What is the anticipated life of the project?

Exhibit 2

LOCAL PROJECT SPONSOR AGREEMENT

THIS AGREEMENT (Agreement) is made effective as of Aug. 7, 2015 by and between (i) Nevada Irrigation District (the District), and (ii) El Dorado County Water Agency (Local Project Sponsor), with respect to the following facts and circumstances:

A. The District has obtained or will obtain Proposition 84 grant funding from the California Department of Water Resources ("DWR") in the maximum amount of \$6,184,197 under the terms of that certain Grant Agreement by and between the District and DWR, as interpreted, and amended from time to time, a copy of which is attached hereto as Exhibit 1 (the "Grant Agreement"). Local Project Sponsor (LPS) is thoroughly familiar with the Grant Agreement, including without limitation all exhibits thereto.

B. The funds provided under the Grant Agreement are for the purpose of implementing components of the Cosumnes American Bear Yuba Integrated Regional Water Management Plan (the "IRWMP").

C. One component of the IRWMP is LPS's El Dorado County Water Agency, Regional Water Conservation Planning- Model Implementation and Education Program (the "Project"), which is listed as "Project 3" and more thoroughly described in Exhibit A (entitled "Work Plan") to the Grant Agreement, Exhibit 1 hereto. The Grant Agreement contemplates that approximately \$1,775,187 of the available grant funds (the "Grant Funds") will be disbursed to or for the benefit of LPS as a "Local Project Sponsor" for implementation of the Project.

D. Because LPS is not a party to the Grant Agreement, the parties desire to establish by this Agreement the terms and conditions for LPS's use of the Grant Funds and its role as a Local Project Sponsor for the Project under the Grant Agreement.

THEREFORE, in consideration of the mutual terms and conditions contained herein, the parties agree as follows:

1. Grant Funds. By the parties' respective approval and execution of this Agreement, LPS hereby agrees to serve as, and the District hereby agrees to formally designate LPS to be, the Local Project Sponsor (as defined in the Grant Agreement) for the Project. District shall advise DWR of such designation, and shall make the Grant Funds available to LPS; as such funds are made available to the District from DWR, under the terms and subject to the conditions of the Grant Agreement and this Agreement.

2. LPS to Perform Certain Obligations.

a. The terms of the Grant Agreement are hereby incorporated within this Agreement. The parties acknowledge that the District's role is solely to consolidate items for review, reporting and invoicing, as well as to coordinate with DWR pursuant to the Grant

Agreement and that LPS is to be responsible for all other aspects of performance of and compliance with the Grant Agreement in connection with the Project. LPS shall further perform all obligations of the Local Project Sponsor for the Project under the Grant Agreement.

b. Any term or provision of the Grant Agreement that imposes any duty or obligation on the District as "Grantee" in connection with the Project shall be deemed to apply to, and be an obligation of, LPS (the "Project Obligations"). Except as expressly provided in this Agreement, LPS hereby agrees to be bound by, perform and be solely responsible for compliance with all Project Obligations. Any provisions of the Grant Agreement that do not apply to the Project shall not be considered as included among the Project Obligations.

c. Grant Funds received by LPS pursuant hereto shall be applied only to eligible Project Costs for work performed after the date of grant award on Jan. 17, 2014, as more thoroughly described in Section 11 of the Grant Agreement (Exhibit 1 hereto), and in accordance with the requirements therein set forth.

d. LPS shall be responsible to develop and submit to the District all necessary information and documents described in the Grant Agreement at least 15 days prior to the time that the District is required to submit such items to DWR. LPS shall also be responsible for any compliance requirements relating to the Project. If LPS fails to timely submit any such information and documents, (i) it shall be deemed a material breach of this Agreement that shall allow the District to suspend its performance hereunder and to otherwise invoke Section 11 of this Agreement and (ii) LPS shall submit such information and documents within five days of a written demand therefor from the District.

e. Without limiting the breadth of the Project Obligations to be undertaken by LPS, LPS shall be responsible to perform the various tasks more particularly described in Exhibit A to the Grant Agreement insofar as they relate to the Project within the time frames specified in Exhibit B to the Grant Agreement and in accordance with the applicable Budget set forth in Exhibit C to the Grant Agreement.

3. Communication with DWR by LPS. Notwithstanding any other provision of this Agreement, all materials or other deliverables, and all communications, relating to the Project, Grant Agreement or Grant Funds to be provided by LPS to DWR shall be provided by LPS to the District, which will in turn provide them to DWR.

4. Disbursement of Grant Funds.

a. In order to receive disbursement of Grant Funds, LPS shall submit to the District invoices for eligible expenses in a form required by the District. Supporting documentation as described in the Grant Agreement shall accompany each invoice. Such documentation required by this Section 5 shall be sent to:

Nevada Irrigation District
Mr. Timothy A. Crough, P.E.
Assistant General Manager
1036 West Main Street
Grass Valley, CA 95945

or such other address as the District may provide.

b. LPS shall not request disbursement for any cost until such cost has been incurred and has been (i) paid by or (ii) is due and payable by LPS. All Grant Fund disbursements received by LPS shall be paid to applicable contractors and vendors within 30 days from receipt of the funds by LPS from the District subject to resolving any dispute or issue of contention between LPS and affected contractors, subcontractors or vendors. In the event that [LPS] fails to disburse Grant Funds to contractors or vendors within such 30 day period, [LPS] shall promptly return such funds to District. LPS shall indemnify, defend and hold harmless the District and the District's officers, directors, agents, and employees (each, an "Indemnified Person") from and against any and all judgments, losses, claims, damages or liabilities, joint or several, to which any Indemnified Person may become subject which relate to or arise out of LPS's failure to return promptly any funds as required by this Section 4.

c. Notwithstanding any other provision of this Agreement, no disbursement shall be required to be made by the District at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations.

5. Budget Detail and Reporting. LPS shall be responsible to comply with all budget detail and reporting provisions of the Grant Agreement to the extent such provisions constitute the Project Obligations. All such information shall be in the form required by and shall include such supporting documentation as may be required by DWR.

6. Grantee Costs. The reasonable costs of the Project are estimated to be \$2,423,932, which is the basis upon which the amount of the Grant Funds for the Project was determined. LPS agrees to fund the difference between the estimate of the Project cost and the Grant Funds from available funds. LPS's cost share for this project is estimated to be \$648,745. If match funds are required for the Project, LPS shall provide the District evidence that match funds have been expended prior to submittal of a request for Grant Fund reimbursement. LPS agrees that it will provide for payment of its full share, if any, of the Project costs and that all costs connected with the Project will be paid on a timely basis.

7. District Costs. The District shall invoice LPS for the District's reasonable costs for time and materials expended by the District or its agents in connection with the administration of this Agreement and the Grant Agreement insofar as it relates to the Project. Such costs shall include without limitation the District's reasonable costs of developing and complying with this Agreement. The estimated cost of administering the total grant agreement is

\$475,711, based on the Grant Funds for the Project. The Grant Agreement contemplates that approximately \$420,711 of the available grant funds (the "Grant Funds") will be disbursed as part of Project 1: Grant Agreement Administration to the District. LPS agrees to pay the District \$17,050 of the \$55,000 Funding Match (or 31%) for this Project. LPS shall pay all such invoices within 30 days of receipt. LPS may not submit these invoices for reimbursement as these expenses are matching funding and not eligible for reimbursement by grant funding.

8. General Conditions. LPS shall comply with all standard conditions and requirements set forth at Exhibits D and E of the Grant Agreement to the extent they apply to the Project, and shall not fail to take any action that would result in a breach of such standard conditions or requirements.

9. Indemnification. The parties agree that review or approval of the Project applications, documents, permits, plans and specifications, or other Project information by DWR and/or the District is for administrative purposes only and does not relieve LPS of its responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the Project. To the fullest extent permitted by law, LPS agrees to indemnify, defend and hold harmless the District, its employees, officers, agents, and assigns (Indemnified Persons) against any loss or liability arising out of any claim or action brought against the Indemnified Person 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 this Agreement, including without limitation, the design, construction and use of the Project. To the fullest extent not prohibited by law, LPS agrees to pay and discharge any judgment or award entered or made against an Indemnified Person with respect to any such claim or action, and any settlement, compromise, or other voluntary resolution. The provisions of this Section 9 shall survive the term of this Agreement.

10. Defaults by LPS. In the event of a default by LPS under this Agreement, the District may suspend performance of any or all of its obligations under this Agreement. If such default is not cured within ten calendar days of written notice of default provided by the District to LPS, the District may terminate this Agreement and LPS's access to Grant Funds without any liability whatsoever to the District.

11. Representations and Warranties. LPS hereby makes all of the representations and warranties contained in the Grant Agreement, for the benefit of the District.

12. Further Assurances. From time to time and at any time after the execution and delivery hereof, each of the parties, at its own expense, shall execute, acknowledge and deliver any further instruments, documents and other assurances reasonably requested by the other party, and shall take any other action consistent with the terms of this Agreement that may reasonably be requested by the other party, to evidence or carry out the intent of this Agreement.

13. Compliance with Grant Agreement.

a. Notwithstanding any other provision of this Agreement, LPS shall not take any action or fail to take any action that would result in a breach by the District under the Grant Agreement. LPS shall be solely responsible for all costs incurred by the District of any kind as a result of a breach of the Grant Agreement to the extent such breach resulted from the action or inaction of LPS.

b. The parties understand that amendments to the Grant Agreement may be proposed from time to time by either the DWR or the District, and nothing in this Agreement shall be interpreted to prohibit such amendments. However, any proposed amendment to the Grant Agreement shall be provided to LPS for comment not less than 15 days before it is executed by the District. If a proposed amendment would impose no additional obligations on LPS if it became a part of the Grant Agreement, or if the District is required to execute such amendment in order to maintain the Grant Agreement in full effect, after such 15-day period it may be executed by the District and upon such amendment becoming effective it shall be deemed to be a part of the Grant Agreement for all purposes under this Agreement. If a proposed amendment would impose additional obligations on LPS if it became a part of the Grant Agreement, unless the District is required to execute such amendment in order to maintain the Grant Agreement in full effect, the District shall not execute it if LPS reasonably objects to such execution during the 15-day comment period. If LPS does not so reasonably object, or if LPS subsequently confirms in writing that it consents to the amendment, the District may thereafter execute such amendment and upon such amendment becoming effective it shall be deemed to be a part of the Grant Agreement for all purposes under this Agreement.

14. Time and Computation of Time. Time is of the essence of this Agreement and each and all of its provisions.

15. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. Except as expressly provided in Section 14(b) of this Agreement, no supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all of the parties hereto.

16. Waiver. Waiver of any breach of this Agreement by any party hereto shall not constitute a continuing waiver or a waiver of any breach of the same or another provision of this Agreement.

17. Counterparts; Fax and Email Signatures. This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument, all of which together shall constitute one and the same instrument. Facsimile and electronic mail signature pages shall constitute originals.

18. Assignment; Binding Effect. Neither party shall assign any interest in this Agreement without the express written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, assigns, and successors of the parties hereto.

19. Interpretation. It is agreed and acknowledged by the parties that this Agreement has been arrived at through negotiation, and that each party has had a full and fair opportunity to revise the terms of this Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

20. Governing Law. This Agreement shall be governed by the laws of the State of California.

21. Parties in Interest. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies on any persons other than the parties hereto and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action over and against any party to this Agreement.

22. Survival. Each of the terms, provisions, representations, warranties, and covenants of the parties shall be continuous and shall survive the closing or other consummation of the transactions contemplated in this Agreement.

23. Notices. All notices and other communications required under this Agreement shall be in writing and properly addressed as follows:

To the District:

Nevada Irrigation District
Timothy A. Crough, P.E.
Assistant General Manager
1036 West Main Street
Grass Valley, CA 95945

To LPS:

El Dorado County Water Agency
Kenneth Payne, P.E.
Interim General Manager
4110 Business Drive, Suite B
Shingle Springs, CA 95682

A party may change its address for notices by providing notice to the other parties as provided above.

24. Venue and Jurisdiction. Each of NID and LPS consent to the jurisdiction of the Superior Court for the County of Nevada, and any disputes arising out of or related to this agreement shall be resolved therein.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers on the date set forth in the preamble above.

NEVADA IRRIGATION DISTRICT

By: 
Name: Remleh Scherzinger
Title: General Manager

By: 
Name: Francisco Jassone
Title: Secretary of the Board

EL DORADO COUNTY WATER AGENCY

By: 
Name: Ken Payne, P.E.
Title: Interim General Manager

By:  11/19/15
Name: Julianne van Leeuwen
Title: Acting Clerk of the Board