

TAHOE CONSERVANCY PROPOSITION 1 (SAMPLE MONITORING GRANT AGREEMENT)	
GRANTEE NAME:	
PROJECT NAME:	
FUNDING:	Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1)
PROGRAM:	
AGREEMENT NUMBER:	

Total State Grant not to exceed \$
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GRANTEE	CALIFORNIA TAHOE CONSERVANCY
(Name)	PATRICK WRIGHT
Title:	Title: Executive Director
Date:	Date:

CERTIFICATION OF FUNDING – FOR STATE USE ONLY				
ESTIMATED FUNDING		AGREEMENT NUMBER		FUND
XXXX Proposition 1				
ADJ. INCREASING ENCUMB		APPROPRIATION/FUNCTION		CHAPTER – STATUTE – FISCAL YEAR
\$				
ADJ. DECREASING ENCUMB		TBA NO.	B.R. NO.	
\$				
UNENCUMBERED BALANCE			LINE ITEM ALLOTMENT	
\$				
INDEX	OBJECT	PCA	AGREEMENT NO.	AMOUNT
I hereby certify that budgeted funds are available for this encumbrance.				
ADMINISTRATIVE OFFICER			DATE	

THIS AGREEMENT, is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between the California Tahoe Conservancy and \_\_\_\_\_.

1. Scope of Agreement

The California Tahoe Conservancy (hereinafter "Conservancy"), pursuant to Section 66907.7 of the Government Code and its resolution of \_\_\_\_\_, 20\_\_, grants to \_\_\_\_\_ (hereinafter "Grantee"), a sum not to exceed \_\_\_\_\_ **Dollars (\$\_\_\_\_\_)**, subject to the terms and conditions set forth below.

These funds shall be used for the \_\_\_\_\_ monitoring project, (hereinafter "the Project Monitoring"), as further described in the Conservancy staff recommendation of the same date as the above resolution and attached hereto as Exhibit A.

The Grantee hereby agrees to complete the Project Monitoring in accordance with:

- (i) the terms and conditions of this Agreement;
- (ii) the Schedule and Budget as set forth in **Exhibit B**; and
- (iii) the Monitoring Plan approved by the Executive Director of the Conservancy ("the Executive Director") pursuant to the paragraph entitled "Monitoring Plan" below.

The Grantee shall at all times exercise responsibility over the design and implementation of the Project Monitoring tasks.

2. Incorporation of Documents by Reference

The following exhibits and other documents are incorporated by reference into this Agreement and made a part hereof:

- (a) Exhibit A, the Proposition 1 Guidelines, the Grant Application and the Conservancy Staff Recommendation and Board Resolution of \_\_\_\_\_, 20\_\_;
- (b) Exhibit B, the Schedule and Budget;
- (c) Exhibit C, the Grantee's List of Assurances;
- (d) Exhibit D, Request for Disbursement Form;
- (e) Exhibit E, Mandatory Insurance Provision;
- (f) Exhibit F, List of Eligible Project Costs; and
- (g) Exhibit G, Proposition 1 Sign Guidelines.

Contract Number: \_\_\_\_\_  
Document Type: \_\_\_\_\_  
Project Name: \_\_\_\_\_

In the event of any inconsistency between or among the main body of this Agreement and the above documents, the inconsistency shall be resolved, except as otherwise provided herein, by giving precedence in the following order: (1) the Conservancy Board Resolution; (2) the Conservancy Staff Recommendation; (3) the Conservancy Proposition 1 Guidelines; (4) the body of the Agreement; (5) the List of Assurances; (6) the Grant Application; (7) the Monitoring Plan approved by the Executive Director; (8) the Schedule and Budget; (9) the List of Eligible Project Costs; (8) the Mandatory Insurance Provision; (9) the model Request for Disbursement Form; and (10) the Proposition 1 Sign Guidelines.

### 3. Monitoring Plan

Within the time periods shown in the Schedule in **Exhibit B**, and prior to commencement of the work and disbursement of funds, the Grantee shall submit a detailed Monitoring Plan ("the Monitoring Plan") to the Executive Director or his designee for review and written approval as to its consistency with the terms of this agreement. Said approval shall (a) be by way of a written determination that said items are consistent with this agreement, and (b) shall be a precondition of Grantee's entering into agreements with contractors/consultants or undertaking work where no contractors/consultants are to be hired. The Monitoring Plan shall include:

- a. The specific tasks to be performed and products to be produced including but not limited to such items as data collection, analysis and reporting, consultation with permitting and funding agencies, alternatives, land access activities (including landowner contacts), Monitoring Project cost estimates, project monitoring plans (pre- and post-construction if applicable), permits, budgets, schedules and grant applications for project-related funding;
- b. A schedule for the project, specifically listing the completion date for each product and a final project completion date; and
- c. A detailed project budget. The project budget shall describe all labor and materials costs to be incurred to complete each component of the project. For each project component, the project budget shall list all intended funding sources including the Conservancy's grant, and all other sources of funds, materials, or labor, if any.

The approved Monitoring Plan shall have the same effect as if included in the text of this agreement. However, the Monitoring Plan may be modified without amendment of this agreement upon the Grantee's submission of a modified Monitoring Plan and the Executive Director's written approval. If this agreement and the Monitoring Plan are inconsistent, the agreement shall control.

The grantee shall carry out the monitoring in accordance with the approved Monitoring Plan.

For projects involving monitoring, protection or restoration of streams, shorelines, or wetlands, the Monitoring Plan shall include measure to account for the acres of wetlands involved, feet of stream bank and shoreline or stream channel involved. Grantee shall not implement monitoring and performance assessment and/or evaluation actions prior to Monitoring Plan approval by the Conservancy.

Prior to implementing any surface or groundwater sampling or monitoring activities Grantee shall prepare, maintain, and implement a Quality Assurance Project Plan (QAPP) in accordance with the Surface Water Ambient Monitoring Program's (SWAMP) when water quality monitoring data includes physical, chemical, and biological monitoring of any surface water. Electronic submittal of data collected in accordance with SWAMP shall be required.

If environmental water quality monitoring (chemical, physical, or biological) is undertaken, the Monitoring Plan shall include a description of the monitoring objectives, types of constituents to be monitored, and the sampling location frequency/schedule for the monitoring activities. The Monitoring Plan shall include the schedule for submittal of monitoring reports.

If landowner agreements or permits are required, signed copies must be submitted to the Conservancy before monitoring begins.

#### 4. Other Contractors

Grantee's scope of work for consultant service contracts should be submitted to the Conservancy's Project Coordinator for review and comment prior to the Grantee's negotiation with the Consultant. Nothing in the contract documents shall create any contractual relationship between any third party contractor and the Conservancy.

#### 5. Publicity and Acknowledgment

The Grantee agrees that it will acknowledge the Conservancy's support whenever projects funded, in whole or in part, by this agreement are publicized in any news media, brochures, articles, seminars or other type of promotional material. Projects funded by the "Water Quality, Supply and Infrastructure Improvement Act of 2014 (Proposition 1)" must comply with the sign guidelines set forth in **Exhibit G**.

Grantees shall prepare and submit an on-line catalog entry from to the California Environmental Information Catalog for information products and reports (e.g., environmental and biological field surveys, natural hazard assessments, geographic information, etc.) relating to California's natural environment that have been prepared with funds made available from

Proposition 1. Of particular interest are those products that characterize site-specific conditions with regard to vegetation, wildlife populations, species occurrences and other measures of biological diversity, environmental and ecological condition. The Conservancy shall determine whether, for public policy reasons, a catalog description of any information product or report should be withheld from disclosure in the California Environmental Information catalog.

6. Copies of Data, Plans and Specifications

The Conservancy shall be provided with copies of all data, design plans, specifications, photographs, negatives, audio and video productions, films, recordings, reports, findings, and recommendations of every description or any part thereof, prepared under this agreement.

Grantor and Grantee shall establish metrics of multi-benefit success from the Project for the purpose of reporting on the State of California bond Accountability internet web site and the California Environmental Data Exchange Network.

State of Water quality monitoring data shall be collected and reported to the State Water Resources Control Board in a manner that is compatible and consistent with surface water monitoring data systems or groundwater monitoring data systems monitored by the State Board.

Watershed monitoring data shall be collected and reported to the State Department of Conservation in a manner that is compatible and consistent with the statewide watershed program administered by the Department of Conservation.

Spatial data will be included in the State's BIOS (Biogeographic Information and Observation System). BIOS are designed to enable the management, visualization and analysis of Biogeographic Data collected by the Department of Fish and Game and its partner organizations. Such data shall be documented with metadata in accordance with BIOS metadata standards.

All material, data, information, and written, graphic or other work produced or developed, and formally or informally produced or delivered for or to the Conservancy under this agreement is subject to the unqualified and unconditional right of the State of California to use, reproduce, publish, display and make derivative use of all such work, or any part of it, for or on behalf of the State or to carry out State objectives, free of charge and to authorize others to do so. Upon issuance of a trademark, service mark or patent claiming such work, the Conservancy shall be granted a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce and publish the work or any part of it, and use the work or any part of it in the creation of derivative works for or on behalf of the State, or to carry out State objectives, and to grant to any third

party a comparable and coextensive sublicense. If any such work is subject to copyright, Grantee will not assert its rights under copyright against the Conservancy, or against any third party, through the Conservancy to use, reproduce, publish, create derivative works, display or perform the work or any part of it for or on behalf of the State or to carry out State objectives.

7. Conditions Precedent to Commencement of Project and/or Disbursement of Funds

In addition to any other conditions contained hereinabove, Grantee shall not commence the Project and the Conservancy shall not be obligated to disburse any funds under this agreement unless and until the following conditions precedent have been met:

- a. A resolution has been adopted by the City Council/Board of Supervisors/Board of Directors/etc. of the Grantee authorizing the execution of this agreement and approving its terms and conditions.
- b. The Executive Director has approved in writing:
  - i. the Monitoring Plan; and
  - ii. that Grantee has complied with the requirements set forth in the paragraph entitled "Insurance", below;

8. Project Completion

The Grantee shall complete the Monitoring Project by the completion date provided in the section entitled "TERM OF AGREEMENT". Upon completion, the Grantee shall supply the Conservancy with evidence of completion by submitting: (1) the Reports and any other work products specified in the Monitoring Plan; the Final Report and (2) a fully executed final "Request for Disbursement" form. Within thirty (30) days of Grantee's compliance with this paragraph, the Conservancy shall determine whether a project has been satisfactorily completed. If the Conservancy determines that a project has been satisfactorily completed, the Conservancy shall issue to the Grantee a Letter of Acceptance of the project. The Monitoring Project shall be deemed complete as of the date of the Letter of Acceptance.

9. Progress Reports and Final Report

Progress reports shall be submitted semi-annually (April, October).

Each progress report shall include, but not be limited to:

- a. a summary of work completed during reporting period;
- b. draft products, reports or interim findings, including a statement of tasks or milestones and a report of the status on each, including public and agency meetings and the results of such meetings;
- c. a discussion of any challenges or opportunities encountered in accomplishing the scope of work;
- d. an assessment of the progress as compared to the timeline in the Project Schedule;
- e. a narrative financial report comparing costs to date and the approved scope of work and budget. This report should state whether or not the project is progressing within the approved project budget, including an explanation of any potential deviations; and
- f. copies of any other relevant materials produced under the terms of this agreement;

The Grantee shall submit a Final Report as defined in the Monitoring Plan on or before the date listed in the Project Schedule.

The Final Report shall include but not be limited to:

- a. A brief summary of the objectives of the project and how these objectives were accomplished;
- b. A discussion of how the grant funds were used and any fiscal contributions from other sources;
- c. Any findings, conclusions, or recommendations for follow-up or ongoing activities that might result from successful completion of the project;
- d. A statement, if applicable, of future intent of public and/or private support to maintain or further develop the project, including proposed submittal dates for future funding;
- e. Copies of all news articles and any other media coverage, as well as all promotional and educational materials produced as a result of this agreement; and

- f. The work products identified in the Monitoring plan, including summaries of the public and agency meetings conducted for the project.

A request for final payment should be submitted in conjunction with, but not as a portion of, the Final Report.

#### 10. Expenditure of Funds and Allocation of Funding Among Budget Items

Except as otherwise provided herein, the Grantee shall expend funds in the manner described in the Project Budget submitted with the Monitoring Plan approved by the Conservancy. The dollar amount of an item in a Project Budget may be increased by up to ten percent (10%) through reallocation of funds from another item or items, without approval by the Executive Director or his designee; however, the Grantee shall notify the Conservancy in writing at the time of making any such reallocation, and shall identify both the item(s) being increased and those being decreased. Any increase of more than ten percent (10%) in the amount of an item must be approved in writing by the Executive Director or his designee. The total amount of the grant may not be increased except by formal amendment of this Agreement. Upon written approval of the Executive Director of the Conservancy, project funds may be reallocated between individual tasks.

#### 11. Costs and Disbursements

Upon determination by the Conservancy that all "CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT" have been fully met, the Conservancy shall disburse to the Grantee, in accordance with the approved Project Budget, a total amount not to exceed the amount of this grant, as follows:

With the exception of advances of grant funds as provided for below, disbursements of grant funds shall be made incrementally as separate components of the Project are satisfactorily completed, and shall be on the basis of costs incurred. The final ten percent (10%) of the total grant amount shall be withheld to ensure satisfactory completion of the Project. Upon substantial completion of the Project, the amount withheld may be reduced by the Conservancy to not less than five percent (5%).

The remaining amounts withheld shall be disbursed upon (1) Grantee's satisfactory completion of the Project and submittal of a Final Report and a fully executed final Request for Disbursement substantially in the form of **Exhibit D**; and (2) final approval of the completed Project by the Conservancy's designated representative(s).

Upon Conservancy approval of the Monitoring Plan, Grantee may request an advance of up to 50% of the amount set forth in the Project Budget. To request an advance, the Grantee shall submit: (1) a letter stating the amount of the advance requested signed by a person authorized by the Grantee to request an advance, and (2) a copy of the approved budget for the project.

After an advance:

(a) The Grantee shall submit reports at least semi-annually (April, October) showing expenditures from the advanced funds. This documentation shall be the same as that required for submittal of invoices, except that a Request for Disbursement form will not be included.

(b) The Grantee shall submit all work products to the Conservancy's project manager or his or her designee for written comments and authorization to proceed to the next stage of Project Monitoring.

If Grantee receives an advance of grant funds, additional grant funds shall not be disbursed until all advanced funds have been expended. Interest on advanced funds shall be used for the purpose of the Project(s), as approved by the Conservancy. Grantee's first request for disbursement after the advances shall document all expenditures of previously advanced grant funds. In the event any portion of the advanced funds are not needed, these funds shall be returned by Grantee to the Conservancy on or before the date for completion of the project.

The Grantee shall request disbursement, by filing with the Conservancy fully executed "Request for Disbursement" forms which contain:

- the invoice number (up to 14 characters) which contains a two-letter abbreviation of the project name, and the sequential number of the invoice (starting with 1) (e.g., GB1, for invoice #1 for the Golden Bear project). The Grantee may also include its own project number in the invoice number (GB1-95133);
- Grantee's name and address;
- the number of the Agreement (e.g., CTA-10010);
- the date of the submittal;
- the amount of the invoice;
- contact person and phone number;
- an itemized description of all work done for which disbursement is requested; and
- the signature of an official authorized by the Grantee to sign such invoices certifying that the invoiced work has been completed.

Additionally, each form shall be accompanied by:

- any supporting invoices or other source documents from contractors hired by the Grantee to complete any portion of the Project(s) funded under this Agreement; and
- documentation of the completion of the portion of the Project for which disbursement of grant funds is requested (such as data collection results, testing, hydrologic calculations, site survey or inspection notes, etc.).

Failure to submit a completed Request for Disbursement form, with all necessary supporting documents, shall relieve the Conservancy of any obligation to disburse funds to the Grantee until such time as the deficiencies are corrected.

Conservancy will make best efforts to forward each completed and approved Request for Disbursement form to the State Department of General Services or to the Office of the State Controller, as the case may be, within ten (10) working days of receipt by the Conservancy.

12. Term of Agreement; Completion Date; Project Schedule

This Agreement shall take effect upon the Conservancy's receipt of one or more original completed copies signed by the authorized representatives of both parties and the Conservancy's accounting Director, together with a certified copy of Grantee's resolution authorizing Grantee's execution of this Agreement. The term of the Agreement shall run from the effective date through **June 30, 20\_\_** (the termination date") unless, otherwise terminated or amended as provided herein.

All work shall be completed by the completion date(s) shown in the Project Schedule ("the Completion date"). The Grantee agrees to submit all work products identified in the Monitoring Plans by the date set forth in the project schedule for each individual project by the Completion Date(s). For good cause shown, the Completion Date, as well as any other dates set forth in the Project Schedule, may be extended by the Executive Director upon written request by the Grantee. Such extension shall not be unreasonably denied.

Prior to completion of a project, for any discrete component of a project, either party may indicate its intent to terminate its obligations under this Agreement with respect to that component, for any reason, by providing the other party with sixty (60) days' notice in writing.

In the event of termination by the Conservancy, the Grantee agrees to take all reasonable measures to prevent further costs to the Conservancy under this Agreement, and the Conservancy shall be responsible for any reasonable and non-cancellable (binding) obligations incurred by the Grantee in the performance of this Agreement until the date of actual

termination, but in any case not to exceed the undisbursed balance of funding authorized in this Agreement.

If, other than for reasons beyond Grantee's control, Grantee fails to complete the work in accordance with this Agreement, or fails to fulfill another material term or obligation of this Agreement, Grantee shall repay to the Conservancy all amounts disbursed by the Conservancy hereunder. The Conservancy may, in its discretion, waive such repayment, in whole or in part, on the basis of Grantee's written statement of reasons. If the Executive Director or his designee does not approve such waiver, the matter shall be referred to the Conservancy's governing board for its decision.

Following notice of intent to terminate, the Conservancy and the Grantee shall enter into a written termination agreement establishing the effective date for termination of an individual Project or the Projects, as the case may be, the basis for settlement of any outstanding obligations, and the amount and the date of payment of any sums due to either party.

This paragraph shall not be deemed to limit any legal or equitable remedies which either party may have for breach of this Agreement.

### 13. Liability

The Grantee shall be responsible for, indemnify and save harmless the Conservancy, its Directors, agents and employees, from any and all liabilities, claims, demands, damages or costs resulting from, growing out of, or in any way connected with or incident to this agreement, except for active negligence of the Conservancy, its Directors, agents or employees. The duty of the Grantee to indemnify and save harmless includes the duty to defend as set forth in Civil Code Section 2778.

The parties expressly acknowledge that this Agreement is an agreement for the subvention of public funds from the Conservancy to the Grantee, and is not an "agreement" as that term is defined in Government Code Section 895 or a "construction contract" under Civil Code Sections 2782 or 2783. Accordingly, it is acknowledged Grantee does not, in matters arising under this Agreement, have any right to contribution and indemnity from the Conservancy and/or the State of California arising under Government Code Sections 895.2 and 895.6.

Grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State, its Directors, agents or employees, for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement, except such liability as results from the Conservancy's active negligence or the intentional wrongdoing of Conservancy, its member(s), Director(s), agent(s), or employee(s), and, in the case of joint negligence, is in direct proportion to the Conservancy's share of fault.

#### 14. Insurance

In the event that Grantee enters into an agreement or agreements with independent contractors or other third parties other than agencies or political subdivisions of the State of California for implementation of the Project(s) or a portion thereof, such agreement(s) shall include a mandatory insurance provision substantially in the form of **Exhibit "E"** attached hereto. In addition, Grantee shall make reasonable efforts to assure that Conservancy, and its members, Directors and employees, are included as additional insured under the insurance required by **Exhibit "E"**, and that a copy of the endorsements or certificate naming them as additional insured is furnished to the Conservancy as soon as practical. In the event the contractor or third party is unable to name the Conservancy as an additional named insured, the Grantee shall so notify the Conservancy. Within five (5) working days thereafter the Conservancy should notify the Grantee whether the Grantee shall proceed with the Project(s) or portion thereof absent such provision in the insurance.

The company or companies providing such insurance shall have no recourse against the Conservancy and the State of California, and their members, Directors and employees, or any of them, for payment of any premiums or assessments under such insurance. Conservancy shall also be provided with notice of any proposed cancellation of insurance.

#### 15. Audits/Accounting/Records

The Grantee shall establish an official file for the Project. The file shall contain adequate documentation of all actions that have been taken with respect to the project.

The Grantee shall establish separate accounting records for receipt, deposit, and disbursement of all project funds, including interest. All funds received by the Grantee shall be deposited into separate fund accounts that identify the funds and clearly show the manner of their disposition. The Grantee agrees that adequate supporting documentation shall be maintained in such detail so as to provide an audit trail which will permit tracing transactions from support documentation to the accounting records to the financial reports and billings. Interest on advanced funds shall be used for the purpose of the Project, as approved by the Conservancy. The Grantee shall promptly report to the Conservancy the application for or the receipt of any new funds from other funding sources.

The grantee shall maintain books, records, documents, and other evidence sufficient to reflect properly the amount, receipt, and disposition of all project funds, including State funds, interest earned, and any matching funds by the Grantee and the total cost of the Project(s). The maintenance requirements extend to books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records,

canceled checks, and related documents and records. Source documents include copies of all awards, applications, and required financial and narrative reports. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the award, whether they are employed full-time or part-time. Time and effort reports are also required for consultants and contractors. Adequate supporting documentation shall be maintained in such detail so as to provide an audit trail which will permit tracing transactions from the invoices to the financial statement, to the accounting records, and to the supporting documentation.

All Grantee records relevant to the project must be preserved a minimum of three (3) years after the final payment of the contract or the final audit, whichever is later, and shall be subject at all reasonable times to inspection, examination, monitoring, copying excerpting, transcribing, and audit by the State of California.

The State of California and the California Tahoe Conservancy reserve the right to call for a program audit or a financial audit at any time between the execution of this Agreement and the completion or termination of the Project. At any time, the Conservancy may disallow all or part of the cost of the activity or action determined to be not in compliance with the terms and conditions of this Agreement.

#### 16. Nondiscrimination

During the performance of this Agreement, the Grantee and its contractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, age or sex. The Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. The Grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. The Grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This nondiscrimination clause shall be included in all contracts entered into by the Grantee for the performance of work within the scope of this Agreement.

#### 17. Independent Status of Grantee and Grantor

The Grantee, its agents and employees, and the Grantor, its agents and employees, in the performance of this Agreement, shall act in an independent capacity and not as Directors or employees or agents of the respective parties.

18. Assignability

Without the written consent of the Conservancy or its successors, the Grantee's interest in, and responsibilities under this Agreement shall not be assignable by the Grantee either in whole or in part.

19. Time of the Essence

Time is of the essence as to the date upon which Grantee has agreed to complete the Project. With respect to all other dates set forth herein, Grantee shall use best efforts to accomplish the tasks on the specified date.

20. Amendment

Except as otherwise provided herein, no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement to be incorporated herein shall be binding on any of the parties hereto.

21. Project Coordinators

\_\_\_\_\_ (or such other person(s) as the Executive Director may designate from time to time) is designated the Conservancy's Project Coordinator for this grant. The Grantee's officer with responsibility for administering this Agreement is the Executive Director, Public Works Director, Chief Engineer, or Project Engineer, as the case may be or his or her successor, or other designee.

22. Conservancy Approvals

All actions and approvals, required to be taken by the Conservancy under this Agreement, may be taken by the Executive Director or a designee.

23. Grantee Approvals

All actions and approvals, required to be taken by the Grantee under this Agreement, may be taken by the Grantee's Executive Director, Public Works Director, Chief Engineer, or Project Engineer, as the case may be or his or her successor, or other designee.

24. Resolution

The signature of the Executive Director or other authorized Conservancy official on this Agreement certifies that at its \_\_\_\_\_, 20\_\_, the Conservancy approved a grant of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) to the Grantee for the Monitoring Project described in the attached Conservancy Staff Recommendation (**Exhibit A**).

25. Sections and Headings

The headings and captions of the various sections of this Agreement have been inserted only for the purpose of convenience, and are not a part of this Agreement and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this Agreement.

26. Severability

The provisions of this Agreement are intended to be severable, separate, and distinct from each other. If any provision hereof is determined to be invalid or for any reason becomes unenforceable, no other shall be thereby affected or impaired.

27. Entire Agreement

This Agreement, and the attached exhibits, constitutes the entire contract between the parties hereto, relating to the Project(s) and may not be modified except by an instrument in writing signed by all parties to the agreement.

<b>EXHIBIT B</b>	
<b>INVOICING Quarterly/Monthly</b>	<b>BUDGET</b>
<b>REPORTS</b>	<b>Cost</b>
<b>1. Progress Reports by the twentieth (20th) of the month following the end of the calendar quarter (March, June, September, and December) delete if monthly</b>	
<b>Quarterly/Monthly</b>	
<b>2. Annual Progress Summaries Annually by 9/30</b>	
<b>4. Draft Project Report Month,Day,Year</b>	
<b>5. Final Project Report Month,Day,Year</b>	
<b>6. Final Project Summary Before Final</b>	
<b>Invoice</b>	
<b>7. Final Project Inspection and Certification Before Final</b>	
<b>Invoice</b>	

## Exhibit C

### List of Assurances

(For Project Monitoring Grants)

By entering into the foregoing Agreement the Grantee assures and certifies that it will comply with Conservancy regulations, policies, guidelines, conditions, and requirements as they relate to the acceptance and use of Conservancy funds for the Project. Also, the Grantee gives assurance and certifies with respect to the grant that:

1. Grantee possesses legal authority to apply for and receive the grant funds and that where appropriate, a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. Grantee has sufficient funds or commitments for sufficient funds to complete the Project, over and above the portion to be borne by the Conservancy.
3. Except as otherwise provided by law, Grantee will give the Conservancy, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
4. Grantee ensures that any publications, studies, reports, or brochures which are made possible by or derived in whole or in part from the Project shall acknowledge the assistance of the Conservancy as follows: "Funding for this project has been provided in part by the California Tahoe Conservancy."
5. Grantee will cause work on the Project to be commenced within a reasonable time after receipt of notification from the Conservancy that funds have been approved, and will carry the work to completion with reasonable diligence.
6. Grantee agrees to use licensed professionals to perform services under this Agreement where such services are called for including legal, engineering, architectural and environmental sciences, qualified and licensed in the State of California.
7. Grantee shall comply with applicable State laws including but not limited to (1) the Public Contract Code, including the State Contract Act (Sections 10100 et seq., the Local Agency Public Construction Act Sections 20100 et seq.; (2) the payment of workers compensation and where applicable the payment of prevailing wages (Labor Code Section 1720 et seq., including Sections 1771.5 and 1720.4;

(3) building and health and safety code and disabled access law; (4) where appropriate, the requirements of the State's Braithwaite Act (Chapter 1574, Statutes of 1971 and related statutes), which provides for fair and equitable treatment of displaced persons; and (5) the applicable requirements of the California Environmental Quality Act.

8. Grantee certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.

Grantee shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain or which gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

Any individual who has participated in planning or setting priorities for a project funding solicitation or who will participate in any part of the grant development and negotiation process on behalf of the public is ineligible to receive funds or personally benefit from funds awarded through that solicitation.

Failure to comply with conflict of interest laws, including business and financial disclosure provisions may result in the Agreement being declared void or other legal action. Applicable conflict of interest law include, but are not limited to California Government Code Section 1090 and Public Contract Code Sections 10365.5 10410 and 10411.

9. Grantee maintains a drug-free workplace in accordance with Government Code Section 8355 et seq., by doing all of the following:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of this prohibition;
- (b) Establishing a drug-free awareness program to inform employees about (1) the dangers of drug abuse in the workplace; (2) the person's or organization's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon employees for drug abuse violations.
- (c) Submitting a drug-free workplace certification California State Form STD-21; and
- (d) Requiring that each employee engaged in the performance of the agreement to comply with the certification.

**EXHIBIT D**

**REQUEST FOR DISBURSEMENT FORM**

Remit to: Grantee Address

Date:  
Billing Period: xxxxxx

Project: PCXXXX - XXXXXXXXXXXXXXXXXXXX

Grant/Invoice No. CTA-XXXXX.X **RCxxx**

	Budget Amount	Revised Budget	Total Prev. Billed	Balance Last Period	Current Billing	Balance Available
Project Design and Administration				-		-
Proj. Design & Admin - Advance Funds				-		-
Construction				-		-
Construction - Advance Funds				-		-
Monitoring				-		-
Contingency				-		-
Total:	-	-	-	-	-	-

Billing Summary

Invoice #	Actual Expenses	Advance funds	Retention	Amount Requested	Payment
RC123				-	
RC124				-	
RC124				-	
<b>RCXXX</b>					
subtotal	-	-	-	-	-

Invoice RCxxx requested amount

Signature \_\_\_\_\_  
Title  
Authorized Project Coordinator



**EXHIBIT E**  
**MANDATORY INSURANCE PROVISIONS**

**INSURANCE.** Throughout the time period of this agreement, the CONTRACTOR shall provide the following minimum insurance coverage as listed below. Contemporaneous with the signing of this agreement, the CONTRACTOR shall file with a Certificate of Insurance, with a Best's Rating of no less than A:VII for Professional Liability Insurance and A:V for all other insurance showing. Documentation of such rating shall be provided at the same time Insurance Certificates are submitted.

In the event any policy is canceled prior to the completion of the project and the CONTRACTOR does not furnish a new certificate of insurance prior to cancellation, the insurance shall be obtained on Contractor's behalf and the cost of the premium(s) shall be deducted from contract monies due the CONTRACTOR.

**Worker's Compensation and Employers Liability Insurance:**

By their signature hereunder, as CONTRACTOR, each person signing this agreement on behalf of the CONTRACTOR certifies that he or she is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self insurance in accordance with the provisions of that Code, and he or she will comply with such provisions before commencing the performance of the work of this contract.

If such insurance is underwritten by any agency other than State Compensation Fund, such agency shall be a company authorized to do business in the State of California.

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than ONE MILLION DOLLARS (\$1,000,000) each accident for bodily injury by accident, five ONE MILLION DOLLARS (\$1,000,000) policy limit for bodily injury by disease, and ONE MILLION DOLLARS (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CONTRACTOR'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to \_\_\_\_\_"

CONTRACTOR shall require all SUBCONTRACTOR to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be submitted upon demand.

**General Liability Insurance:**

CONTRACTOR shall maintain Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONTRACTOR, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

- (1) Contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement.

One of the following forms is required:

- (1) Comprehensive General Liability;
- (2) Commercial General Liability (Occurrence); or
- (3) Commercial General Liability (Claims Made).

If CONTRACTOR carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

- ◆ TWO MILLION DOLLARS (\$2,000,000) each occurrence
- ◆ TWO MILLION DOLLARS (\$2,000,000) aggregate

If CONTRACTOR carries a Commercial General Liability (Occurrence) policy:

- (1) The limits of liability shall not be less than:
  - ◆ TWO MILLION DOLLARS (\$2,000,000) each occurrence (combined single limit for bodily injury and property damage)
  - ◆ TWO MILLION DOLLARS (\$2,000,000) Personal Injury Liability
  - ◆ TWO MILLION DOLLARS (\$2,000,000) for Products-Completed Operations
  - ◆ TWO MILLION DOLLARS (\$2,000,000) General Aggregate
- (2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be THREE MILLION DOLLARS (\$3,000,000).

Special Claims-Made Policy Form Provisions:

CONTRACTOR shall not provide a Commercial General Liability (Claims Made) policy without the express prior written approval which consent, if given, shall be subject to the following conditions:

- (1) The limits of liability shall not be less than:
  - ◆ TWO MILLION DOLLARS (\$2,000,000) each occurrence (combined single limit for bodily injury and property damage)

- ◆ TWO MILLION DOLLARS (\$2,000,000) aggregate for Products Completed Operations
  - ◆ TWO MILLION DOLLARS (\$2,000,000) General Aggregate
- (2) The insurance coverage provided by CONTRACTOR shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

**Conformity of Coverage:**

If more than one policy is used to meet the required coverage, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved as noted above. In no cases shall the types of policies be different.

**Endorsements:**

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- 1) “ \_\_\_\_\_ and the State of California, California Tahoe Conservancy, *its* officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.”
- 2) "The insurance provided by the CONTRACTOR, including any excess liability or umbrella form coverage, is primary coverage with respect to any insurance or self-insurance programs maintained by \_\_\_\_\_ and no insurance held or owned by the \_\_\_\_\_ shall be called upon to contribute to a CONTRACTOR loss. This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to \_\_\_\_\_."

**Additional Liability Insurance**

CONTRACTOR . shall maintain automobile liability insurance covering bodily injury and property damage in an amount no less than two million dollars (\$2,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles, trucks, and other vehicles.3. Pls. revise Paragraph 17 of the Contract in its entirety as follows:

**Professional Liability Insurance (Errors & Omissions):**

CONTRACTOR shall maintain Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than ONE MILLION DOLLARS (\$1,000,000). If the policy does not have an endorsement providing that defense costs are excluded in the

aggregate limits, then the required aggregate limits shall be TWO MILLION DOLLARS (\$2,000,000).

### **Additional Requirements**

Premium Payments: The insurance companies shall have no recourse against the \_\_\_\_\_ and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles: The CONTRACTOR shall be responsible for all deductibles in all of CONTRACTOR'S insurance policies. The amount of deductibles for insurance coverage required herein should be reasonable and subject to \_\_\_\_\_ approval.

CONTRACTOR'S Obligations: CONTRACTOR'S indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Material Breach: Failure of the CONTRACTOR to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

## EXHIBIT F

### Eligible and Ineligible Costs

In general, only direct costs for items within the scope of the project and the timeframe of the grant agreement are eligible for payment. Indirect Costs, such as a federally approved overhead rate, may be reimbursed if these costs are reimbursable by the originator of the funds. Grant funds must be spent consistent with General Obligation Bond Law, Government Code section 16727.

Eligible expenses may be incurred by the grantee after Conservancy Board approval. Eligible activities and expenses include, but are not limited to:

#### *Planning Grants*

- review of existing data
- site analysis and base mapping
- preliminary project design necessary for environmental documentation
- opportunities and constraints analysis
- environmental review and documentation (including surveys and other environmental assessments)
- project administration
- interagency and public coordination and consultation
- preliminary specifications and cost estimates
- pre-acquisition activities (such as obtaining title reports, appraisals, legal descriptions and initial coordination with the property owners to determine if they are willing sellers. Purchase negotiations and escrow fees are not eligible expenses under planning grants but are covered by acquisition grants.)
- pre-construction monitoring related to the goals of the project
- preparation of permit applications
- other related costs approved by Conservancy staff

#### *Site Improvement Implementation Grants*

- project management/administration
- preparation of contract documents, including final design plans
- preparation of grant-required documents
- project specifications, engineering, and cost estimates
- preparation and processing of permit applications, including SWPPPs
- preparation of construction bid packages, project bidding, and award
- construction of site improvements
- utility relocation and undergrounding costs consistent with Government Code section 66907.7(d)
- project inspection, evaluation, reporting and monitoring (including compliance monitoring)
- two-thirds of the costs of relocating water or sewer-related infrastructure owned by a publically owned utility for erosion control grant funds in accordance with Government Code 66907.7(d)
- other related costs approved by Conservancy staff

### *Acquisition Grants*

- acquisition of land or interests in land up to the current fair market value of the interest(s) being acquired
- pre-acquisition costs
- escrow, title, and other closing costs
- project administration
- other related transactional costs requested in the grant application or approved by Conservancy staff

### *Monitoring Grants*

- monitoring equipment purchase, calibration, installation and removal
- laboratory tests and analysis
- collection and retrieval of monitoring data
- data analysis and evaluation
- preparation of monitoring reports

Ineligible activities and expenses include, but are not limited to:

- all costs incurred before grant award
- all costs related to the preparation and submittal of the grant application
- staff time to oversee contracted project management services
- staff time beyond administration of grant products and requirements
- food, refreshments and decorations
- marketing materials
- membership fees and associated costs for attendance at conferences
- travel not expressly identified in the grant budget
- ongoing project site operations and maintenance
- disallowance of per diem expenditures or at levels above State-authorized per diem amounts. Current rates are available on line in chapter 700 (Travel) of the *California State Administration Manual*
- funding for a purchase price above the appraised fair market value
- equipment that will be used for purposes that are unrelated to the project
- costs that are not substantially related to the project

**Exhibit G**  
**SIGN GUIDELINES**  
**Proposition 1**

**Authority:**

All projects funded by the “The Water Quality, Supply, and Infrastructure Improvement Fund of 2014” (**2014 Water Bond Act**) must include a posted sign acknowledging the source of the funds following guidelines developed by the Resources Agency. Reference Section PRC 5096.309; Water Code Section 79700.

**Purpose:**

To inform the public that the 2014 Bond Act that they voted for are providing public benefits throughout the State and that their Bond dollars are at work and helping make California a better place to live. This message will reinforce the need for additional funding for similar projects.

**Universal Logo:**

All signs will contain a universal logo that will be equated with the 2014 Bond Act statewide. The logo is on a template available through the internet

<http://www.tahoe.ca.gov/wp-content/uploads/2014/05/Proposition-1-Grant-Guidelines-2015.pdf>

**Tier I and Tier II:**

For the purpose of the sign guidelines only, all projects are divided into Tier I and Tier II projects:

**Tier I:** Projects using less than \$750,000 of Water Bond Act Funds.

**Tier II:** Projects using more than \$750,000 of Water Bond Act Funds and/or projects situated in areas of high public visibility. (such as near a freeway intersection).

(Archaeological sites are excluded)

**Minimum Requirements: Tier I**

The universal logo must be mounted in an area to maximize visibility and durability. The logo must be a minimum of 2' x2'. There is no maximum size. Exceptions are permitted in the case of trails, historical sites and other areas where these dimensions may not be appreciate. The logo must be posted no later than project completion.

A larger sign that includes the logo, other wording and acknowledgements may be posted. There is no maximum number of signs.

**Minimum Requirements: Tier II**

Two signs are required per project, one during construction and one upon completion.

Sign while under construction:

The sign will use a white background and will contain the logo and the following language:

<b>(Description of Project)</b>	
<b>Another project to improve California’s water quality, supply, and infrastructure, etc.)</b>	
<b>funded by the 2014 Water Bond –</b>	
<b><u>Edmund G. Brown, Jr., Governor</u></b>	

Recommended size of signs while under construction: minimum of 4.5’ x 7.5’.

**Project completion Sign**

Upon completion of all Tier II projects, a sign will be posted that includes the Bond Logo. The logo on the sign must be a minimum of 2’ x 2’ and include the following wording:

<b>(Description of Projects)</b>	
<b>Another project to improve California’s water quality, supply, and infrastructure, etc.)</b>	
<b>funded by the 2014 Water Bond – (in large font)</b>	
<b>Director of State Department</b>	
<b>John Laird, Secretary for Natural Resources Agency</b>	
<b>Edmund G. Brown, Jr., Governor</b>	

The name of the director of the local agency or other governing body may also be added. The sign may also include the names (and/or logos) of other partners, organizations, individuals and elected representatives as deemed appropriate by those involved in the project.

**Sign Construction:**

All material used shall be durable and able to resist the elements and graffiti. State Parks and Cal Trans standards can be used as a guide for gauge of metal, quality of points used, mounting specifications, etc.

**Sign Duration:**

The goal is to have project signs in place for a lengthy period of time, preferably a minimum of 2 years for Tier I project signs and 4 years minimum for Tier II projects signs.

**Sign Cost:**

The cost of the sign(s) is an eligible project cost. Application should consider potential replacement cost as well. More durable signage encouraged; e.g. bronze memorials mounted in stone at trailheads, on refurbished historical monuments and buildings etc.

**Appropriateness of Signs:**

For projects where the required sign may be out of place (such as some refurbished cultural and historic monuments and buildings), the project officer/grants administrator in consultation with the application may authorize a sign that is tasteful and appropriate to the project in question. Alternate signage must be immediately recognized as a Water Bond 2014 sign.

**Sign on State Highways:**

Signs placed within the state highway right-of-way may require a Caltrans encroachment permit. Contact your local Caltrans District Office early in the planning phases for more information.