

MEMORANDUM

DEPARTMENT OF PUBLIC WORKS

County of Placer

TO: BOARD OF SUPERVISORS

DATE: July 24, 2012

FROM: KEN GREHM / ^{XD}PETER KRAATZ

SUBJECT: **AUTHORIZATION TO FINALIZE AND EXECUTE INTERGOVERNMENTAL GRANT ADMINISTRATION AGREEMENT OF THE TAHOE SIERRA INTEGRATED REGIONAL WATER MANAGEMENT PLAN (IRWMP) AND RECEIVE \$224,068 IN PROJECT GRANT FUNDING**

ACTION REQUESTED / RECOMMENDATION

Adopt a Resolution authorizing the Director of Public Works, with County Counsel and Risk Management's review and approval, to finalize and execute the Intergovernmental Grant Administration Agreement of the Tahoe Sierra Integrated Regional Water Management Plan (IRWMP) on behalf of Placer County. Upon execution, grant funds in the amount of \$224,068 will be available for the Griff Creek project.

BACKGROUND / SUMMARY

The Tahoe Sierra IRWMP coordinates water quality and resource management efforts between jurisdictions within the Lake Tahoe regional watershed. The plan coordinates strategies to improve water quality in the region. As a unified group, the Tahoe Sierra IRWMP group applied for and was awarded a grant under the California Proposition 84 Watershed Program by the Department of Water Resources. Prior to the grant application effort, the Board of Supervisors approved the Tahoe Sierra IRWMP and authorized Placer County participation in the group on September 23, 2008 (Resolution No. 2008-288). The Placer County project included in our application was Griff Creek Stream Environment Zone Restoration Project in Kings Beach. This project includes erosion control and streambed stabilization, stream environmental zone restoration, and some minor flood control and storm water conveyance improvements. A total of \$224,068 was awarded to this project which is only one element of the total award granted to the IRWMP group to be administered by the South Tahoe Public Utility District (STPUD). This grant will fund a portion of the construction costs for the Griff Creek project. The approval of the resolution will allow the Director of Public Works to sign and execute the grant contract agreement on behalf of Placer County. As an active participant, Placer County will continue to pursue future grant opportunities associated with the Tahoe Sierra IRWMP.

ENVIRONMENTAL

The Tahoe Sierra IRWMP is exempt from the California Environmental Quality Act (CEQA) pursuant to guidelines Section 15262 exempting planning studies identifying potential projects, programs, and policies for future actions subject to approval, which would protect natural resources and the environment. A Mitigated Negative Declaration and Initial Study were prepared for this project by Entrix, Inc. pursuant to the California Environmental Quality Act (CEQA). The Mitigated Negative Declaration was adopted by the Board of Supervisors on December 9, 2008.

FISCAL IMPACT

The grant award totaling \$224,068 will support construction of the Griff Creek Stream Environment Zone Restoration Project that is estimated to cost a total of \$1,600,000. Once received, the grant funding will be entered into the Department's appropriate fiscal year budget(s). Additional grant awards will be pursued to secure full funding for project construction. Construction is estimated for Spring/Summer 2014 assuming funding is secured.

Attachments:

- Resolution
- Project Location Map
- Intergovernmental Grant Administration Agreement

Before the Board of Supervisors County of Placer, State of California

In the matter of: A RESOLUTION AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO FINALIZE AND EXECUTE THE INTERGOVERNMENTAL GRANT ADMINISTRATION AGREEMENT OF THE TAHOE SIERRA INTEGRATED REGIONAL WATER MANAGEMENT PLAN ON BEHALF OF PLACER COUNTY

Reso. No:.....

The following RESOLUTION was duly passed by the Board of Supervisors of the County of Placer at a regular meeting held _____, by the following vote on roll call:

Ayes:

Noes:

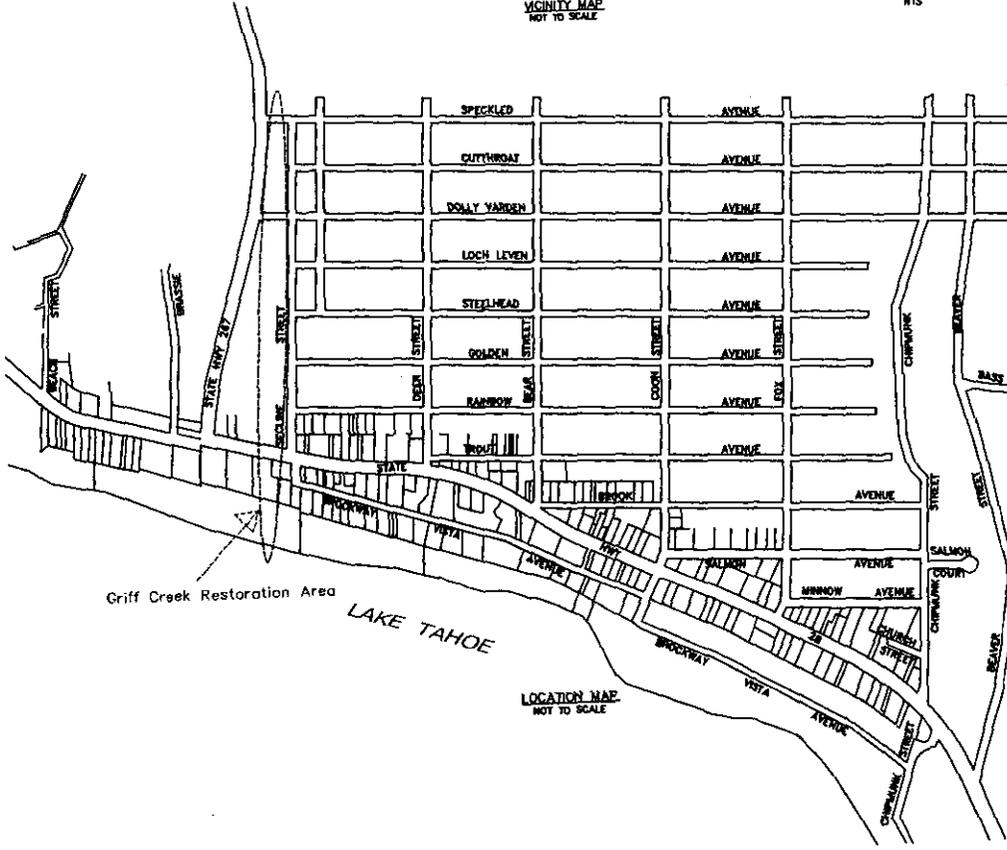
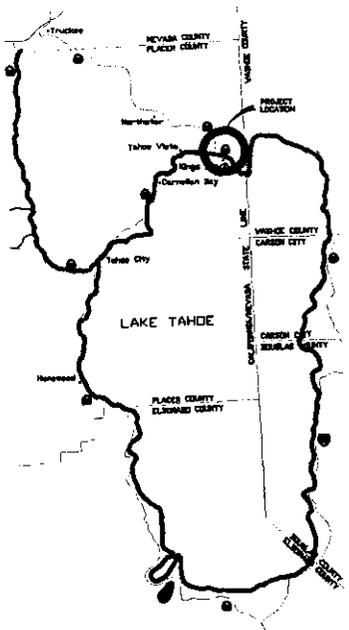
Absent:

Signed and approved by me after its passage.

Attest:
Clerk of said Board

Chair, Board of Supervisors

BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Placer, State of California, that this Board authorizes the Director of Public Works of Placer County, with County Counsel and Risk Management's review and approval, to finalize and execute the Intergovernmental Grant Administration Agreement of the Tahoe Sierra Integrated Regional Water Management Plan on behalf of Placer County. Upon execution, grant funds in the amount of \$224,068 will be available for Griff Creek project construction.



INTERGOVERNMENTAL GRANT ADMINISTRATION AGREEMENT

This Agreement (hereinafter the "Agreement") is entered into on _____ between the South Tahoe Public Utility District (hereinafter "STPUD") and Placer County (hereinafter the "County".)

Section 1.

Recitals:

- A. The Department of Water Resources (hereinafter the "DWR") has provided grant funds under Grant Agreement No. _____ (hereinafter "Grant Agreement") to STPUD in the amount of \$224,068.00 to manage and implement a portion of the County's Griff Creek Water Quality Improvement Project (hereinafter "Project"), as more fully described in the Proposition 84 Tahoe Sierra Integrated Regional Water Management Proposal, between the Department of Water Resources and South Tahoe Public Utility District, which is attached hereto as Exhibit A and incorporated by reference herein as fully set forth.
- B. The Agreement requires that STPUD administer the funds and partner with the sub-recipient to administer and implement a portion of the Project described above.
- C. The County has the necessary capabilities and resources to implement the Project as required by the terms of the grant.
- D. The County and STPUD wish to document the terms and conditions of the duties associated with these grant funds.
- E. In reliance upon the recitals set forth above, and in consideration of the mutual promises herein exchanged, The County and STPUD agree as set forth below.

Section 2.

STPUD Agrees:

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

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

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

Section 3.

The County Agrees:

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

Section 4.

It is Mutually Agreed:

- A. STPUD and the County intend to fulfill their obligations stated in this Agreement, but STPUD shall be required to fulfill this Agreement only if or to the extent that the grant funds are actually provided to STPUD by the State. In the event such grant funds are not provided, or cease to be provided, this Agreement shall automatically terminate.
- B. The County may invoice STPUD for costs associated with the Scope of Services incurred from the date of execution of the Agreement. In no case shall the County's compensation for services rendered under this Agreement exceed \$224,068.00.
- C. STPUD and the County shall mutually hold harmless, indemnify and defend each other and their officers, agents and employees from every expense, liability, or payment by reason of injury (including death) to person or property suffered through any act or omission, including passive negligence or act of negligence, or both directly or indirectly arising from this agreement. This provision shall not be deemed to require either party to indemnify the other against liability or damage arising from the sole negligence or willful misconduct of the other, its agents, officers or employees.
- D. This Agreement contains all of the agreements and warranties of the parties with respect to any matter covered or mentioned in this Agreement. No prior agreements, arrangements or understandings pertaining to such matters shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by each party or each party's successor in interest.
- E. Any provision of this Agreement which proves to be invalid, or illegal, shall in no way affect, impair or invalidate any other provisions of this Agreement, and such other provisions shall remain in full force and effect.
- F. Each party warrants to each other that he or she is fully authorized and competent to enter into this Agreement in the capacity indicated by his or her signature and agrees to be bound by this Agreement as of the effective date of this Agreement.
- G. In the event of a dispute over the interpretation, implementation, or terms of this Agreement any such dispute shall be resolved by binding arbitration between the parties under the California Arbitration Act (Code of Civil Procedure Section 1280 *et seq*). Any such arbitration shall be conducted in South Lake Tahoe, California. If the parties cannot agree on an arbitrator, one will be selected by Judge Suzanne Kingsbury of the El Dorado County Courts, or her successor.
- H. This Agreement may be terminated by either party, with or without cause, on ninety (90) days written notice to the business address of the non-canceling parties.
- I. The performance period of this Agreement shall be from the latest date this Agreement is signed through _____.

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

Section 5.

Notice provision for STPUD / The County:

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

For STPUD

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

For Placer County

SOUTH TAHOE PUBLIC UTILITY DISTRICT

BY: _____
 Eric Schafer, President of the Board

DATED: _____

PLACER COUNTY

BY: _____
 Ken Grehm, Director of Public Works

DATED: _____

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