

**AGREEMENT BETWEEN THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES AND THE RIVER EXCHANGE,
AGREEMENT NO. 4600009359 INTEGRATED REGIONAL WATER MANAGEMENT (IRWM) PLANNING CALIFORNIA PUBLIC
RESOURCES CODE §75026 ET SEQ.**

THIS AGREEMENT is entered into by and between the Department of Water Resources of the State of California, hereinafter called "State," and "The River Exchange", a 501(c)(3) nonprofit, hereinafter called "Grantee," which parties do hereby agree as follows:

1. PURPOSE. State shall provide a grant from the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 to Grantee for the purpose of developing or completing a new, or updating an existing IRWM plan, or to develop, complete, or modify a component of an IRWM plan so that the IRWM plan meets the IRWM Plan standards set forth in the IRWM Program Guidelines dated August 2010.
2. TERM OF AGREEMENT. The term of this Grant Agreement begins on the date this Agreement is executed by DWR and terminates on September 30, 2013, or when all of the Parties' obligations under this Grant Agreement have been fully satisfied, whichever occurs earlier.
3. GRANT AMOUNT. The maximum amount payable under this Grant Agreement shall not exceed \$592,470. Of this grant amount not less than \$59,363 shall be expended to facilitate and support the participation of disadvantaged communities in the IRWM planning effort funded by this Grant Agreement.
4. GRANTEE COSTS. The reasonable costs of the project are estimated to be \$789,960. Grantee agrees to be responsible for the difference between the estimate of project cost and the Grant Amount specified in Paragraph 3, Grantee shall provide a funding match in the amount of at least 25% of the total project cost. Grantee cost share is estimated to be \$197,490. Grantee's funding match may include in kind services that are part of Exhibit A, Project Work Plan, and performed after September 30, 2008.
5. GRANTEE'S RESPONSIBILITIES. Grantee shall faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A, Project Work Plan and in accordance with, Exhibit B Project Schedule, and Exhibit C, Project Budget. Grantee shall comply with all of the terms and conditions of this Grant Agreement and with Chapter 2 (commencing with Section 75026 *et seq.*) of the California Public Resources Code.
6. BASIC CONDITIONS: State shall have no obligation to disburse money for a project under this Grant Agreement unless and until Grantee has satisfied for such project the State's requirements for disbursement in accordance with the IRWM Guidelines and Planning Grant PSP which include:
 - a. Grantee demonstrates the availability of sufficient funds to complete the project.
 - b. Grantee shall furnish a copy of permits, licenses, and approvals required in performing its obligations under this Grant Agreement.
 - c. Work that is subject to the California Environmental Quality Act (CEQA) shall not proceed under this Grant Agreement until documents that satisfy the CEQA process are received by the State and State has completed its CEQA compliance responsibilities. Work that is subject to a CEQA document shall not proceed until and unless approved by the State's Project Manager. Such approval is fully discretionary and shall constitute a condition precedent to any work 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 project or to require changes, alterations or other mitigation.
 - d. Grantee performs tribal notifications per PRC§75102.
 - e. An urban water supplier that receives grant funds governed by this agreement shall maintain compliance with the Urban Water Management Planning Act (CWCS10610 *et. seq.*)
 - f. Grantee submits all deliverables as specified in Paragraph 10 and 11 of this agreement and Exhibit A, Project Work Plan.

7. METHOD OF PAYMENT. Payment will be made no more than monthly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Invoices shall be submitted using the invoice template provided by State. Invoices must be accompanied by appropriate receipts, required supporting documentation, and a progress report. The invoice should reflect charges for the work completed during the reporting period covered by the corresponding progress report. The invoice cannot be paid prior to submission of a progress report.

The invoice shall contain the date of the invoice; the time period covered by the invoice; the total amount due; and original signature and date (in ink) of Grantee's authorized representative. Invoices must be itemized based on the categories specified in Exhibit C Project Budget. 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). Submit the original and three (3) copies of the invoice form to the following address:

Department of Water Resources
Attn: Margie Graham, DIRWM
Project Manager
2440 Main Street
Red Bluff, CA 96080

8. DISBURSEMENTS Following the review of each invoice, State will disburse to Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. All money disbursed pursuant to this Grant Agreement shall be deposited, administered, and accounted for pursuant to the provisions of applicable law.
9. ELIGIBLE PROJECT COSTS. Grantee shall apply State funds received only to eligible Project Costs in accordance with applicable provisions of the law and Exhibit C, Project Budget. Eligible project costs include the reasonable costs of conducting meetings, stakeholder outreach and engagement, collecting data and information, and developing and writing the IRWM plan, including administrative costs and incidental costs. Work performed after the date of grant award, **February 22, 2011**, shall be eligible for reimbursement. Reasonable administrative expenses may be included as Project Costs and will depend on the complexity of the project preparation, planning, coordination and collaboration. Reimbursable administrative expenses are the necessary costs incidentally but directly related to the project including an appropriate pro-rata allocation of overhead and administrative expenses that are regularly assigned to all such projects in accordance with the standard accounting practices of the Grantee.

Advanced funds cannot be provided. Costs that are not eligible for reimbursement include but are not limited to:

- a. Costs, other than those noted above, incurred prior to the award date of the Grant.
- b. Costs for preparing and filing a grant application belonging to another solicitation.
- c. Operation and Maintenance costs, including post construction project performance and monitoring costs.
- d. Purchase of equipment not an integral part of the project.
- e. Establishing a reserve fund.
- f. Purchase of water supplies.
- g. Replacement of existing funding sources for ongoing programs.
- h. Support of existing agency requirements and mandates (e.g. punitive regulatory agency requirements).

- i. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of the project, as set forth and detailed by engineering and feasibility studies, or land purchased prior to effective date of the grant award with the State.
 - j. Payment of principal or interest of existing indebtedness or any interest payments unless the debt is incurred after effective date of the grant award, 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 reimbursable project costs.
 - k. Overhead not directly related to project costs.
10. 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 at the frequency specified in Exhibit B, Project Schedule. The progress reports shall provide a brief description of the work performed, Grantee's activities, milestones achieved, any accomplishments, during the reporting period, and any problems encountered in the performance of the work under this Agreement. A recommended Progress Report format is attached as Exhibit E.
11. FINAL REPORT. Grantee shall prepare and submit to State, upon completion of the Project, a Final Report, which shall include: 1) an Executive Summary; 2) a comparison between the planned schedule in the Grant Agreement and actual timeline and explanation of the differences; and 3) a discussion of major problems that occurred in meeting the project goals and objectives as proposed and how and if they were resolved. The Final Report shall also contain a detailed description and analysis of project results including whether the purposes of the Project have been met, and a summary of the costs incurred and disposition of funds disbursed. The Final Report shall be provided in hard copy and digital format prior to final payment of grant funds retained by State. Final Report format is attached as Exhibit E.
12. GRANTEE REPRESENTATIONS. The 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 commitments made by the Grantee in its application, accompanying documents, and communications filed in support of its request for grant funding. Grantee shall comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, policies and regulations.
13. PERFORMANCE EVALUATION. Grantee's performance under this Grant Agreement will be evaluated by State after completion.
14. LABOR COMPLIANCE. Grantee agrees to comply with all applicable California Labor Code requirements, including prevailing wage provisions. 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; California Public Resources Code sections 75075 *et seq.*) or
 - b. Any other funding source requiring an LCP.
- Grantee's failure to comply with LCP requirements is a breach of this Grant Agreement. At the State's request, Grantee must promptly submit written evidence of Grantee's compliance with the LCP requirements.
15. DEFAULT PROVISIONS. Grantee will be in default under this Grant Agreement if any of the following occur:
- a. Breach of this Grant Agreement, or any supplement or amendment to it, or any other agreement between Grantee and State evidencing or securing Grantee's obligations.
 - b. Making any false warranty, representation or statement with respect to this Grant Agreement.

- c. Failure to operate or maintain projects in accordance with this Grant Agreement.
- d. Failure to make any remittance required by this Grant Agreement.
- e. If applicable, the grantee fails to maintain compliance with the Urban Water Management Planning Act (CWC 10610 et. seq.)

Should an event of default occur, State may do any or all of the following:

- f. Declare the Grant be immediately repaid, with interest, which shall be equal to State of California general obligation bond interest rate in effect at the time of the default.
 - g. Terminate any obligation to make future payments to Grantee.
 - h. Terminate the Grant Agreement.
 - i. Take any other action that it deems necessary to protect its interests.
16. 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 sent by any of the following means: (i) by delivery in person; (ii) by certified U.S. mail, return receipt requested, postage prepaid; (iii) by "overnight" delivery service; provided that next-business-day delivery is requested by the sender; or (iv) by facsimile transmission. 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 by facsimile will be effective on the date of successful transmission, which is documented in writing. Notices shall be sent to the above addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one above.

The Grantee shall promptly notify the State of events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of the Project will be undertaken until written notice of the proposed change has been provided to the State, and the State has given written approval for such change. The Grantee shall notify the State at least ten (10) calendar days prior to 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. The Grantee shall promptly notify the State in writing of completion of work on the Project.

17. PROJECT REPRESENTATIVES: The Project Representatives during the term of this Grant Agreement will be:

Department of Water Resources
Paula Landis
Chief Division of IRWM
P.O. Box 942836
Sacramento CA 94236-0001
Phone: (916) 651-9220
Fax: (916) 651-9292
e-mail: plandis@water.ca.gov

The River Exchange
Dea Knox
Executive Director
P.O. Box 784
Dunsmuir, California 96025
Phone: 530-235-2012
Fax: 530-235-2439
e-mail: dea@riverexchange.org

Direct all inquiries to the Project Manager:

Department of Water Resources
Margie Graham
2440 Main Street
Red Bluff, California 96080
Phone: 530-529-7330
Fax: 530-529-7322
e-mail: margieg@water.ca.gov

The River Exchange
Dea Knox
P.O. Box 784
Dunsmuir, California 96025
Phone: 530-235-2012
Fax: 530-235-2439
e-mail: dea@riverexchange.org

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

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

Exhibit A	Project Work Plan
Exhibit B	Project Schedule
Exhibit C	Project Budget
Exhibit D	Standard Conditions
Exhibit E	Report Format and Requirements
Exhibit F	Grantee Resolution
Exhibit G	Guidelines for Grantee and Borrowers
Exhibit H	Statewide Monitoring

IN WITNESS WHEREOF, the parties have executed this Grant Agreement as of the date first above written.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

THE RIVER EXCHANGE

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

Dea Knox
Executive Director

Date _____

Date _____

Approved as to legal form and sufficiency

Katherine A. Spanos, Assistant Chief Counsel
Office of Chief Counsel

Date _____

**EXHIBIT A
PROJECT WORK PLAN**

The purpose of this project is to develop an Integrated Regional Water Management Plan (IRWMP) for the Upper Sacramento/McCloud/Lower Pit (Upper Sac) Region. Because this is the initial IRWM Plan for the region, it includes establishment of a governance structure and other elements necessary to complete an initial plan.

DEVELOP RWMG, RAP AND PLANNING GRANT PROPOSAL - TASK 1

Task 1 consisted of activities necessary to initially form and start the process of integrated regional water management planning in the Upper Sacramento IRWM region. All the sub tasks were completed before the grant application was submitted on September 28, 2010.

Deliverables:

Matching funds of at least \$28,190

Task 1.1 Initial RWMG Outreach

This subtask consisted of initial efforts to gather individual groups to form the Regional Water Management Group for the Upper Sacramento IRWM region. Initially a letter was drafted and sent to water management and watershed stakeholders in the area, approximately fifteen parties. The letter was followed with phone calls from River Exchange (REX) staff, to ensure the letter was received. Interest in forming the RWMG and initial anticipated level of participation was discussed. The calls were followed by several introductory presentations at local meetings.

Deliverables:

- ✓ Copy of initial invitation letter

Task 1.2 Develop Regional Acceptance Proposal

This subtask involved gathering information, writing materials that satisfied the State IRWM Regional Acceptance Process (RAP) and producing necessary GIS maps. Establishment of the IRWM boundaries involved coordination with adjacent, existing IRWM regions, as well as internal coordination among RWMG members for production of materials. Travel from River Exchange offices in Dunsmuir to a workshop in Sacramento was required so that the RAP submittal met State expectations.

Deliverables:

- ✓ Regional acceptance process completed. Copy of DWR's RAP summary on record

Task 1.3 Develop Planning Grant Proposal

This task involved development of scope, budget and schedule as well as other portions of the planning grant proposal. REX staff coordinated the effort with CalTrout to prepare the application. Attendance at meetings in Mount Shasta, Red Bluff and Sacramento assisted with the planning grant preparation. This was a sustained and coordinated effort that culminated with an application submitted to the IRMW planning grant program.

Deliverables:

- ✓ Planning grant proposal submitted to DWR and awarded to River Exchange effective 2/22/2011. Proposal on record

DEVELOP IRWM PLAN - TASK 2

The River Exchange (REX) is the applicant and the fiscal agent for the Upper Sac IRWM Plan. REX is responsible for administration of the grant and management of development of the region's initial IRWM Plan.

Task 2.1 IRWM Plan and Grant Administration/Management

Development of the initial IRWM Plan will require management and administration of all the tasks described in this work plan.

Tasks include:

- Coordination with DWR
- Coordination with RWMG and the various levels of governance (decision making group, committees, etc.)
- Attend IRWM meetings, generate meeting summaries and other materials necessary for the planning process.
- Tracking the budget, schedule, and process of developing the IRWM Plan.
- Quarterly progress reports and final report will be in compliance with Exhibit E of this grant agreement.
- Manage the contracts of any team members contracted directly by REX.
- It will also be the responsibility of REX to manage the Lead Consultant's contract.

Deliverables:

- ✓ Grant agreement executed by DWR and REX
- ✓ Progress reports, invoice packets, and a final report will be submitted for grant reimbursement as per requirements of this funding agreement

2.2 Plan Related Expenses

Various direct expenses will be incurred by REX in order to administer and manage the IRWM grant. Costs such as mileage to meetings, meetings space rental, conference fees, accommodation, etc. will be invoiced to DWR for reimbursement. An estimated twenty-four RWMG meetings will be held at various locations in the region and six sub-regional meetings regarding project selection will be held, requiring mileage costs and usually room rental as well. It is estimated that that one overnight trip will be required each year for IRWM related conferences or workshops. REX's Project Director attended the IRWM Conference in Sacramento May 24 & 25, 2011, to obtain lessons learned, make helpful contacts, etc. Associated costs that will be invoiced to the IRWM grant are the \$195 conference fee, \$219 in mileage and \$191 in lodging.

Deliverables:

- ✓ Invoice packets and Quarterly Progress Reports will account for the expenses

Task 3 PLAN FACILITATION SERVICES

The services of a facilitator will be necessary to assist in the development of the plan. The facilitator will be involved with agenda development and will attend the divisive meetings to maintain productive and respectful discussions. Facilitation will include conducting critical meetings of the decision making panel, committees, and community stakeholder meetings, as well as assisting with content of the plan being discussed. The facilitator will provide the group with capacity-building skills (communication, group structure/organization, agenda development, etc.). It is preferred that the facilitator will be from out of the area and it is estimated that the facilitator will need to make ten overnight trips to the area, consolidating as many meetings and functions into each trip as possible.

Deliverables:

- ✓ Plan Facilitation Services will be documented in Quarterly Progress Reports describing outcomes and other results of the facilitated meetings
- ✓ Copy of agenda and attendance list from facilitated meetings

Task 4 SPECIALISTS & CONSULTANTS (REX & Contracted)

REX will obtain the services of a Lead Consultant to complete the IRWMP. REX will develop a request for proposal (RFP), evaluate submitted proposals, and make a selection from suitable candidates. Task 4 includes responsibilities of the Lead Consultant as well as REX.

The specific sections of the IRWMP that the **Lead Consultant** will address are:

- Governance & Integration
- IRWM Plan Objectives
- Resource Management Strategies (RMS)
- Implementation Project Review Process
- Impacts and Benefits of Plan Implementation
- Plan and Projects Performance and Monitoring
- Data Management & Integration
- Finance On-Going IRWMP Efforts
- Technical Analysis
- Prepare IRWM Plan Document

The following sections will either be completed by REX staff or the work will be sub-contracted by **REX**:

- Stakeholder/Institutional Involvement & Integration
- Regional & Interregional Coordination
- Region Description & Resource Integration
- Relation to Local Water Planning
- Relation to Local Land Use Planning
- Climate Change

Overall plan development and integration will be the responsibility of the Lead Consultant. Depending on the specific subject listed above, the Lead Consultant or REX will be the lead author of that section of the plan. If REX staff is unable to address all of the sections assigned to them above (due to expertise, timing, etc.), then they will contract the necessary section(s) to an expert in that topic. Each of the sections listed above will be developed, reviewed, revised and finalized using the process detailed in Task 4.10.1.

Deliverables:

- ✓ Copy of issued RFP for Lead Consultant, plus the winning proposal and agreement signed between REX and the consultant.

Task 4.1 GOVERNANCE & INTEGRATION

As a component of IRWM Plan development, a RWMG governance structure will be established as part of the group's charter. For plan implementation and on-going planning, a formal decision making body will be established (scheduled for 2013) through an MOU, or other written agreement. It will be approved by the governing bodies of the participating entities.

Task 4.1.1 Governance during plan development

The Upper Sac region benefitted from a Center for Collaborative Policy (CCP) task order that DWR executed to complete a stakeholder assessment and to initiate the process of drafting a governance structure to be used during the planning process. The DWR-CCP task order expired July 31, 2011. At the first RWMG meeting after execution of this grant agreement, the group will discuss the revised, draft charter and work to reach agreement to finalize the charter. The neutrally facilitated process of defining and establishing a governance structure will define the roles and responsibilities of interested parties, stakeholders, RWMG members, and the general public. Special attention will be given to determining

how the RWMG will come to consensus on acceptable issues and manage irreconcilable issues. If the RWMG charter is not finalized at the first meeting, then it may take several more meetings to reach agreement.

Deliverable:

- ✓ Charter is adopted by the RWMG, which establishes governance structure during plan development

Task 4.1.2. Create and finalize governance for plan implementation & on-going planning

During the later stages of the plan development process, a written agreement will be developed to outline governance during plan implementation and on-going planning. It will include the names of the RWMG members responsible for development and implementation of the plan. According to the IRWM Guidelines: An RWMG must meet the definition in CWC §10539, which states: *“RWMG means a group in which three or more local agencies, at least two of which have statutory authority over water supply or water management, as well as those other persons who may be necessary for the development and implementation of a plan that meets the requirements of CWC §10540 and §10541, participate by means of a joint powers agreement, Memorandum of Understanding (MOU), or other written agreement, as appropriate, that is approved by the governing bodies of those local agencies.”*

This task will be coordinated with Stakeholder Involvement to ensure that the make-up of the RWMG is sufficient in breadth of membership and participation to continue development and implementation of the IRWM Plan.

Deliverable:

- ✓ Completed MOU, or other written agreement
- ✓ The Governance section of the plan is approved by the RWMG and forwarded to the Lead Consultant for incorporation into the plan. DWR sent an electronic copy of the approved section.

Task 4.2 IRWM PLAN OBJECTIVES

Determining IRWM Plan objectives is the foundation of the planning process as clear objectives will demonstrate to the public which regional conflicts and water management issues the plan will address, and because applicable Resource Management Strategies (RMS) and implementation projects will be determined based on IRWM Plan objectives. The IRWM plan must clearly present plan objectives and describe the process used to develop the objectives.

Task 4.2.1 Identify water issues and conflicts

Detailed lists of regional water issues and conflicts were gathered at the Siskiyou County Water Strategy meeting in June 2009, at the Regional Tribal Water Plenary meeting in June 2009, and identified in the Upper Sacramento Watershed Assessment completed June 2010. These lists of issues will serve as a starting point for water conflict and issue identification. The Lead Consultant and/or facilitator will email (or mail if necessary) copies of the existing, identified issues list to the RWMG. The RWMG will be asked to evaluate the list for accuracy or missing issues/conflicts and to bring additional issues to a meeting early in the process. The facilitator will lead the RWMG through a process of reviewing, identifying, and categorizing issues and conflicts. The identification of water issues will be analyzed for potential objectives, RMS, and projects.

Deliverable:

- ✓ Draft summary document of previously identified and newly identified water issues and conflicts

Task 4.2.2 Develop objectives

The Lead Consultant will work with the RWMG to draft a process for the development of the IRWM Plan objectives. Development of the plan objectives will consider existing local policies, Statewide Preferences, DWR Program Preferences, Basin Plan Objectives, 20x2020 Water Efficiency Goals, Nonpoint Source (NPS) 319(h) Region 5 Redding Local Watershed Programs, NPS Program Activities (updated July 2010), the requirements of CWC §10540(c), and identified water issues and conflicts, then any overlaps or gaps will be identified. The plan will describe the process by which objectives were developed, what groups were involved in the process, how the final decision was made by the RWMG, list the regionally relevant objectives and how the objectives were prioritized.

Deliverable:

- ✓ Summary of objectives

Task 4.2.3 Develop measurement criteria

Measurement criteria for determining if the objectives are met will be developed. The criteria will be quantitative, qualitative or both - depending on the objective.

Deliverable:

- ✓ Summary of measurement criteria
- ✓ The Objectives section of the plan is approved by the RWMG and forwarded to the Lead Consultant for incorporation into the plan. DWR sent an electronic copy of the approved section.

Task 4.3 RESOURCE MANAGEMENT STRATEGIES (RMS)

The RWMG will pay close attention to integrating and combining RMS as a way to diversify the water management portfolio of the region with the specific intent of adapting to and mitigating uncertain future circumstances.

Task 4.3.1 Initial development and review of RMS list

The Lead Consultant will compare the Upper Sac's integrated goals and objectives with the following, at a minimum: existing RMS in local plans, the California Water Plan Update 2009 RMS (listed in Table 3 on page 45 of the IRWM Guidelines), and any overlaps and gaps will be identified. The RWMG will also make sure that the Region Description, Plan Objectives, and Governance sections are consistent with the decisions being made in the RMS section. Information and analysis from the Climate Change section will be incorporated into this section of the plan.

Deliverable:

- ✓ RMS list for RWMG consideration

Task 4.3.2 Define process for determining which RMS to adopt

The Lead Consultant will work with the RWMG to draft a process for determining which RMS to adopt. Processes that include technical advisory input and stakeholder input will be evaluated.

Deliverable:

- ✓ Process for adoption of RMS
- ✓ The RMS section of the plan is approved by the RWMG and forwarded to the Lead Consultant for incorporation into the plan. DWR sent an electronic copy of the approved section.

Task 4.4 IMPLEMENTATION PROJECT REVIEW PROCESS & INTEGRATION

The Lead Consultant will compile an initial list of potential projects that will come out of a number of tasks, including the process of identifying regional water issues and conflicts during Stakeholder Involvement, Governance, Region Description, and the identification of plan Objectives and RMS. The Lead Consultant will coordinate with the RWMG to determine what existing regional water and land use projects can be added to the list of potential projects. The Lead Consultant will compare the potential project list with the list of projects in the Impacts and Benefits section of the IRWM Guidelines. The list will also be evaluated next to eligible project types as listed on page 17 of the Guidelines. This initial list will guide the development of the project review process. Projects will be analyzed so that existing projects can potentially be integrated with new projects. The project review process will be developed by the Project Review Process Subcommittee (to be formed if the RWMG agrees is needed) in coordination with the Lead Consultant and facilitator, and will be finalized by the RWMG based on the to-be-determined RWMG decision-making process and governance structure.

For the project review process, two stakeholder meetings will be held in each involved community. Specifically, after the project review process and implementation project application materials are available, a meeting will be held to explain the process, priorities, criteria and goals of IRWM Plan. In addition, the project review process will be explained and attendees can provide input regarding any projects they feel would meet the criteria. After all of the comments have been collected and incorporated into the project list and reviewed, a second meeting will be held to explain what projects the community/agency has decided to develop for consideration of the RWMG for inclusion in the IRWM Plan. Information and analysis from the Climate Change section will be incorporated into this section of the plan.

Task 4.4.1 Create preliminary implementation project review process (including criteria, consideration of integration, environmental compliance and tribal notification)

The Project Review Process Subcommittee with the Lead Consultant will create a project review process, which will include procedures for submitting a project to the RWMG and a procedure for review of projects by the RWMG. Procedures for review of projects will be consistent with the IRWM considerations (page 21-22 of the IRWM Guidelines) including, but not limited to, how the project contributes to the IRWM Plan objectives, how a project is related to RMS, technical feasibility, benefits to DAC water issues, environmental justice, as well as costs and financial feasibility and need for compliance with CEQA. In addition, the criteria for projects will refer back to the lists of projects included under Impacts and Benefits in Appendix C of the IRWM Guidelines (pages 51-55) to assure projects meet state priorities. A prioritization system will be developed by the subcommittee, approved by the RWMG and utilized to prioritize project selection and inclusion in the plan.

Deliverables:

- ✓ Project review procedures

Task 4.4.2 Prepare implementation project application materials

The Lead Consultant, with guidance from the Project Review Process Subcommittee, will develop an application packet for DACs and other stakeholders to submit project proposals. The application packet will be based upon the outcome of Task 4.4.1 and the identified selection criteria. The Upper Pit region plans to develop a DAC Project Development Manual. The subcommittee will review the Upper Pit manual and potentially incorporate particular components deemed beneficial to the Upper Sac region's application materials.

Deliverables:

- ✓ Project application packet

Task 4.4.3 Contract support for DACs and Tribes to assess needs, develop and submit competitive implementation project proposals

As the project criteria are technical and extensive, a specialized sub-consultant will be contracted by the Lead Consultant to work closely with DACs and tribes to help determine their needs and develop project proposals. In order to create integrated, feasible and necessary projects with the largest benefits for the region, project proposals will be designed with consideration of the developed selection criteria. Eligibility for this assistance will be determined by the RWMG via the to-be-determined decision-making process. If there are more projects needing assistance than has been budgeted, the additional projects will be summarized and considered when updating the plan.

Deliverables:

- ✓ DAC Project applications prepared to include in the plan

Task 4.4.4 Finalize implementation project review process

In order to finalize the project review process, the subcommittee will complete an initial review of project applications utilizing the review process developed above. This will provide an opportunity to identify necessary revisions or modifications to the process. Any proposed modifications to the review process will be discussed with the RWMG. The project review process will be revised as necessary to ensure the selection of quality projects with maximum benefit for water management integration in the region.

Deliverables:

- ✓ Completed revised project review procedures

Task 4.4.5 Select list of implementation projects for inclusion in the IRWM Plan

Based on the revised project review procedures, projects will be selected for inclusion in the region's plan. This process will be developed by the Lead Consultant in coordination with the subcommittee and facilitator (if needed). The RWMG will finalize the list of projects, using the to-be-determined RWMG decision-making process and governance structure.

Deliverables:

- ✓ Final project list to be included in the IRWM Plan
- ✓ The Project Review section of the plan is approved by the RWMG and forwarded to the Lead Consultant for incorporation into the plan. DWR sent an electronic copy of the approved section.

Task 4.5 IMPACTS AND BENEFITS OF PLAN IMPLEMENTATION

The Lead Consultant is responsible for the development of the Impacts and Benefits section of the IRWM Plan. A simple analysis will be provided of potential impacts and benefits of plan implementation within the IRWM region and between regions. Potential impacts and benefits directly affecting DACs, Environmental Justice (EJ) concerns and Native American Tribal Communities will be also be discussed and presented in Impacts and Benefits tables. The tables will evaluate the potential impacts and benefits of chosen RMS, objectives, and projects. As data is collected over time on projects implemented through the plan, the impacts and benefits tables will be updated to measure the performance of the plan. This work effort will be informed by the examples listed on pages 51-55 of the IRWM Guidelines.

As the Impacts and Benefits section of the plan is a simplified analysis, detailed project specific impacts and benefits analysis and CEQA and/or NEPA requirements will be addressed in the Project Review Process (Task 4.4). It is anticipated that part of the project selection criteria will be a summary of impacts and benefits for each project as well as how it meets overall plan objectives. It is possible that some

projects identified for inclusion in the plan may require environmental review, and this review will take place before the project is implemented.

Task 4.5.1 Evaluate impacts and benefits listed in other IRWM Plans

In an effort of interregional coordination, the Upper Pit region has offered to share the analysis to be performed of impacts and benefits listed in other IRWM Plans. The Upper Pit consultant will evaluate the techniques, methods, strategies, templates, quantitative and qualitative measurements, and other elements of assessment in IRWM plans across the state. The Lead Consultant will coordinate with the Upper Pit consultant to share this information and bring the analysis to the RWMG for evaluation for regional appropriateness. The RWMG will make any necessary updates, additions or changes, before approving the summary.

Deliverable:

- ✓ Evaluation of impacts and benefits listed in other IRWM Plans

Task 4.5.2 Identify impacts and benefits of plan implementation

The Lead Consultant will work with the RWMG to develop a process to evaluate the potential impacts and benefits of chosen RMS, objectives and projects. Impacts and benefits will be presented in table form including qualitative, quantitative or both measurements of anticipated impacts and benefits locally and interregionally, and will be reviewed by the RWMG. Methods for continually updating the impacts and benefits section based on project and plan performance data will also be addressed.

Deliverables:

- ✓ Table of Impacts and Benefits
- ✓ The Impacts and Benefits section of the plan is approved by the RWMG and forwarded to the Lead Consultant for incorporation into the plan. DWR sent an electronic copy of the approved section.

Task 4.6 PLAN AND PROJECTS PERFORMANCE AND MONITORING

The purpose of Plan and Projects Performance and Monitoring is to ensure that the RWMG is working towards meeting objectives in the plan, implementing projects listed in the plan, and monitoring the plan and projects to ensure compliance with all applicable rules, laws and permit requirements. The neighboring Upper Pit region has offered to coordinate a data exchange with the Upper Sac region in the development of the Upper Sac IRWM Plan and Projects Performance and Monitoring section specifically. The Upper Pit region will share appropriate deliverables from their scope of work to assist our region in developing and implementing a standardized and feasible Plan and Projects Performance Monitoring protocol for our region.

There is a Plan A and Plan B for the development of this section. Plan A is to utilize the regionally appropriate information and deliverables made available to the Upper Sac region by the Upper Pit region and to integrate it into the process for developing the section. In the event that the data exchange with the Upper Pit does not work out for some reason, such as timing of deliverables in relation to the development of other sections of our plan, Plan B is to follow a similar scope of work as the Upper Pit but to execute it ourselves. In addition, information and analysis from the Climate Change section (Task 4.16) will be incorporated into this section of the plan.

Task 4.6.1 Collect and evaluate performance measures from existing IRWM plans

Plan A: Review and evaluate information collected by Upper Pit region for applicability to the Upper Sac region.

Plan B: Review and evaluate performance measures from similar regions (CABY, North Coast, Upper Sac Valley, etc. for applicability to our region.

Deliverable:

- ✓ Evaluation of performance measures in existing IRWM Plans and presentation of findings to the RWMG

Task 4.6.2 Develop initial performance measures for IRWM Plan implementation

The Lead Consultant will work with the RWMG to draft a process for the development of performance measures for plan implementation, which will be standardized and feasible for our region.

Deliverable:

- ✓ Draft of performance measures for plan implementation completed.

Task 4.6.3 Develop initial performance measures and monitoring protocols for project implementation

The Lead Consultant will work with the RWMG to draft a process for the development of performance measures and monitoring protocols for project implementation.

Deliverable:

- ✓ Draft performance measures and monitoring protocols for project implementation

Task 4.6.4 Finalize performance measures for both plan and project implementation

The RWMG will review and finalize performance measures for plan and project implementation

Deliverable:

- ✓ The Performance and Monitoring section of the plan is approved by the RWMG and forwarded to the Lead Consultant for incorporation into the plan. DWR sent an electronic copy of the approved section.

Task 4.7 DATA MANAGEMENT & INTEGRATION

Data under this task includes technical information such as designs, feasibility studies, reports, and information gathered for a specific implementation project in any phase of development including the planning, design, construction, operation or monitoring of a project. The region's IRWM Plan will define a process to compile, store and disseminate such data via a Data Management System (DMS). Additionally, the process and procedures necessary to ensure data compatibility and integration will be developed as part of the plan. Recommendations from regions that have already completed this process should assist the Lead Consultant in addressing this task efficiently.

Task 4.7.1 Develop Process for Data Collection

The Lead Consultant will propose to the RWMG the most efficient and effective process for data collection, based on the experience of similar regions. The plan will include an overview of the region's data needs and describe typical data collection techniques. Stakeholders will be asked to contribute

data to the DMS and that process will be outlined in the plan. The process will ensure data from water management programs and projects in the California Water Plan, in addition to those identified by RWQCB and DWR, are included in the plan. It is the responsibility of the RWMG to determine the best process for implementation project data collection in the region. The process will ensure data integration and sharing with existing state databases.

Deliverable:

- ✓ DMS approved by RWMG

Task 4.7.2 Determine Data Storage and Dissemination System

The Lead Consultant will bring to the RWMG suggestions of integrated systems to store, manage and disseminate data using a DMS. The suggestions will most likely be based on what works best for similar regions and contains provisions for meeting the needs of DACs. The RWMG will determine what solution will work best for the region. Some potential solutions to address data storage and dissemination could be posting to a regional database (e.g. SWIM), or developing a website or web portal. Due to its cost effectiveness, potential capacity and accessibility - a web portal may be the best solution. The decision will be made by the RWMG.

Data will be available to IRWM participants, stakeholders, agencies and the public via a web portal (or something similar). The RWMG will define the protocol for proprietary data that might require password protection or a direct request to the data provider. Development and maintenance of the data sharing portal is described in Task 4.11. The intention is for a webmaster to initially setup the portal to include data sharing via the DMS in an easy to update user interface, including detailed instructions. With this approach, ongoing web costs can be minimized and data can be uploaded by the entity providing the data. The DMS will then be able to allow the RWMG to share collected data for years to come. The integrated system will ensure efficiency, sharing of the most up-to-date data, and useful information being made available to interested parties. The RWMG will designate an entity to be responsible for maintaining the data in the DMS for at least the minimum timeframe required by the grant.

Any new research performed in support of plan development, will adhere to USEPA QA/QC procedures and the consultants will be responsible for verifying the level of QA/QC for any outside data used in support of plan development, selecting data from reliable sources, and making data reliability transparent in the plan wherever that data is used. The consultants will be required to perform proper QA/QC (as defined by the USEPA guidelines) on any data they collect, and to investigate and make transparent in the plan the QA/QC standards for any data that they use, giving preference to data with higher standards.

Deliverable:

- ✓ DMS process developed

Task 4.7.3 Develop Process & Procedures to Ensure Data Compatibility & Integration

The Lead Consultant will propose to the RWMG the best approach to ensure data compatibility and integration. The data will be compatible and uploaded to the State's Surface Water Ambient Monitoring Program (SWAMP) and Groundwater Ambient Monitoring and Assessment (GAMA) program. The process and procedures required to achieve compatibility and integration of the region's project data should be straightforward to define.

Deliverable:

- ✓ Process & Procedures adopted by the RWMG
- ✓ Process for uploading Data to SWAMP and GAMA included in Plan
- ✓ The Data Management section of the plan is approved by the RWMG and forwarded to the Lead Consultant for incorporation into the plan. DWR sent an electronic copy of the approved section.

Task 4.8 FINANCE ON-GOING IRWMP EFFORTS

This extremely important section of the plan will identify the means by which the region can finance the ongoing development of the region's plan, implementation of projects and programs, plus the operation and maintenance costs (O&M) of projects that implement the plan.

Task 4.8.1 Research available funding sources

To conduct this research, the Lead Consultant will provide a specialist who is very familiar with water-related planning and implementation funding sources. RWMG participants will provide an initial list of funding sources that they are aware of for the consultant to research. The consultant will update the list as new information on potential sources becomes available. A table will be developed by the consultant to summarize the certainty and longevity of known and potential funding sources for the ongoing development and funding of the IRWM Plan, projects that implement the plan, and O&M of projects that implement the plan.

Deliverable:

- ✓ Summary of known & potential funding sources for inclusion into the IRWMP

Task 4.8.2 Develop Fundraising and Financing Plan

The Lead Consultant will develop a Fundraising and Financing Plan for financing projects and programs identified in the IRWM Plan. They will determine the possibility of developing new funding mechanisms for the ongoing development of the region's plan. Additionally, they will identify means to fund projects that implement the plan, including but not limited to water enterprise funds, rate structures, and private financing options. To show the sustainability of proposed implementation projects, they will identify funding sources that can be used to cover the O&M costs of projects that implement the plan. The Fundraising and Financing Plan will also include the certainty and longevity of known or potential funding for future updates of the IRWM Plan, projects that implement the plan, and O&M.

Deliverable:

- ✓ Fundraising & Financing Plan
- ✓ The Finance section of the plan is approved by the RWMG and forwarded to the Lead Consultant for incorporation into the plan. DWR sent an electronic copy of the approved section.

Task 4.9 TECHNICAL ANALYSIS

The region's plan will be based on sound technical analyses, information, and methods required for the RWMG to understand the water management needs of the region at least twenty years into the future. The adequacy of the data and technical analyses used to develop the plan will also be evaluated and summarized in the plan. This effort will be tied to REX's Task 4.13, in relation to identification of data gaps.

Task 4.9.1 Document the data and technical analyses used for development of the IRWM Plan

The technical information and literature reviewed during IRWM Plan development need not be included in the plan; instead the plan will describe the references and provide brief descriptions. A table similar to Table 6 on pg. 60 of the IRWM Guidelines will be generated by the Lead Consultant. It will contain details about the studies/data such as: the name of the data or study, analysis method(s) used, derived information, the use or relevance in the IRWM Plan, and the source. A bibliography will also be generated for the data and technical analyses used in the plan. The plan will identify data gaps where additional monitoring or studies are needed and will describe how the plan will help bridge the data

gaps. The Lead Consultant will be responsible for documenting the data and technical analyses that are ultimately used to develop the plan.

Deliverables:

- ✓ Table of Studies/Data
- ✓ Bibliography Created

Task 4.9.2 Evaluate adequacy of data and technical analyses that were used to develop the plan

To ensure adequacy of the data and technical analyses, the QA/QC standard in Data Management (Task 4.7.2), will be met for the data and technical analyses used to develop the plan. In addition, the Lead Consultant will be responsible for evaluating the adequacy of the data and technical analyses used to develop the plan. The highest quality data available will be used in all cases, and selection of appropriate analyses and supporting data will be performed based on the best available science and managed by the Lead Consultant with oversight from the RWMG. To facilitate this oversight, the Lead Consultant will provide justification for analyses to the RWMG, along with QA/QC information on the supporting data. In addition, the Lead Consultant will be responsible for conducting QA/QC for all technical analyses performed over the course of plan development. The Lead Consultant will provide a brief description of the adequacy of the technical information, including a) description, b) scope, c) the degree to which it represents or addresses both current and, past/historic conditions, or forecasts potential future scenarios, and d) justification for use and discussion of appropriateness for the given application. This will be captured in the table being generated under Task 4.9.1, as a field labeled 'use or relevance in the IRWM Plan'.

Deliverable:

- ✓ Finalize Table or Studies/Data Sets
- ✓ The Technical Analysis section of the plan is approved by the RWMG and forwarded to the Lead Consultant for incorporation into the plan. DWR sent an electronic copy of the approved section.

Task 4.10 Prepare IRWM Plan Document

The Upper Sac RWMG recognizes the need to create an integrated and collaborative framework to address water-related issues and attain local, regional and statewide objectives related to integrated water management. The IRWM Plan will address this need. By finalizing each section of the plan as it is developed, the group will have useful deliverables throughout the two-year planning grant period. This approach will allow a final plan to be made available by integrating the completed sections. The RWMG realizes the importance of adopting the region's plan and will strive to accomplish adoption as soon as possible. It is anticipated that the IRWM plan will be a living document (updated at a minimum of every five years). The plan will be available on the web for at least five years after adoption.

Task 4.10.1 Prepare Draft of IRWM Plan

The lead author (Lead Consultant or REX) will complete the initial information gathering and fact finding needed to construct each section. The lead author of the task will attend all of the appropriate RWMG and subcommittee meetings. Each section will be constructed by bulleting the aspects deemed by meeting participants to be necessary for inclusion in the plan – based on the IRWM Guidelines. The task author will expand the bulleted list into an outline and expand the outline based on RWMG and applicable subcommittee discussions. The process of drafting content as topics are discussed is intended to help uncover and resolve potential disputes early in the process.

The designated section author will write the first draft of the section. If that section has a subcommittee, they will approve the material before it is taken by the author to the RWMG. The RWMG will review the section for technical accuracy and confirm that the content gathered meets all of the IRWM Plan

standards. Then the section will be available for public review. The draft will be uploaded to the Upper Sac IRWM website. An email will be sent to the RWMG, other stakeholders and interested parties to announce the availability of the draft section for review. A hard copy or DVD of the section will be mailed to any stakeholder or agency that requires it, based on potential lack of access to the Internet. The RWMG members will be responsible for soliciting input from the stakeholders they represent.

The author will gather public and RWMG input and synthesize it into a finalized section. The section will then be brought to the RWMG for final approval. The main objective for this process is to facilitate incremental adoption of a plan, which has incorporated RWMG and public input.

Deliverable:

- ✓ Link to each draft section of plan as made available on line (Sections are posted to the internet as they are completed. Stakeholders are notified of their availability for review.)

Task 4.10.2 Finalize IRWM Plan

The Lead Consultant is responsible for not only authoring the sections listed as their responsibility (in the summary for Task 4), but also pulling all the sections into one document. This will include details such as ensuring one voice throughout the document, developing tables, editing for consistency, etc.

Deliverable:

- ✓ Finalized IRWM Plan

Task 4.10.3 IRWM Plan Adoption Upon completion of the plan, the RWMG will hold a meeting to adopt the plan. The anticipated adoption date of the IRWM Plan is approximately Sept. 15, 2013. According to the guidelines (pg. 31), RWMG project proponents must adopt the IRWM Plan to be eligible for Prop 84 implementation funds.

Deliverable:

- ✓ Completed Plan is presented to the RWMG for adoption

Task 4.11 Stakeholder/Institutional Involvement & Integration

This portion of the plan will clearly define and describe the process through which stakeholder groups were invited to participate in the collaborative development of the IRWM Plan. REX is responsible for this section.

Task 4.11.1 Identify additional stakeholders

As an initial component of plan development, REX staff will be responsible for developing an expanded list of stakeholders and asking the RWMG for recommendations of missing stakeholders. This expanded stakeholder list will be used in outreach efforts to help ensure stakeholders and potentially interested parties are informed about, and invited to participate in, the development of the IRWM Plan. Stakeholders who choose not to actively participate in the development of the IRWM Plan, can elect to be informed of IRWMP progress.

Deliverable:

- ✓ Copy of the expanded list of stakeholders

Task 4.11.2 Develop and implement a process to ensure diverse participation during development of the IRWM Plan

REX will research other successful IRWM regions' stakeholder involvement processes and draft a process to ensure diverse participation, including DACs and tribes. Feedback will be gathered by email and phone calls to RWMG members. RWMG members will be asked specifically about their experience at the first meetings, how they think the process can be improved, and what factors will determine their continued participation at a high level of involvement. REX may then propose refinements to the process, based on that feedback. The proposed participation process will then be reviewed and approved by the RWMG before being implemented.

Deliverable:

- ✓ Copy of the approved stakeholder involvement process

Task 4.11.3 Outreach to Disadvantaged Communities (DACs) & Tribal Communities

It is anticipated that seven to ten community outreach/public involvement meetings will be held to engage DAC communities. A one-hour "Engagement in the IRWMP Process" presentation will be given in the communities. Outreach to each community will be done according to the Communication Strategy (Task 4.11.4), including multiple modes of outreach. In some cases, smaller neighboring communities may be joined in a single meeting. Examples of where this may occur are the communities of Crag View and Castella, and Pollard Flat and Lakehead. An "Engagement in the IRWMP Process" meeting will also be held with each tribe to learn tribal concerns and ensure the tribal voice is respectfully included in the process. Meetings are anticipated with four tribes (Winnemem Wintu Tribe, Shasta Nation, Pit River Tribe and Modoc Tribe). REX will be responsible for organizing and conducting the meetings.

Deliverable:

- ✓ Meeting agendas and attendance summary

Task 4.11.4 Develop & Implement Communication Strategy

The communication strategy will be developed by REX to serve four principle purposes: 1) to inform and engage the public; 2) allow for effective communication within the RWMG and across stakeholders; 3) to foster ongoing information exchange in the Upper Sac region and with the rest of the state; and 4) build trust and understanding within the RWMG, and across stakeholders and the public through the transparent dissemination and exchange of information in different forms (personal contact via meetings, written via email and articles, orally via telephone calls and presentations, visually via video and digitally via a website/web portal).

This task includes implementing the DMS process determined in Task 4.7.2. REX will work with a web consultant to design, implement, host and maintain an Upper Sac IRWM website/web portal. Data will be available to IRWM participants, stakeholders, agencies and the public via a web portal (or something similar). The intention is for a webmaster to initially setup the portal to include data sharing via the DMS in an easy to update user interface, including detailed instructions. With this approach, ongoing web costs can be minimized and data can be uploaded by the entity providing the data. The DMS will then be able to allow the RWMG to share collected data for years to come.

For the visual perspective, REX will work with a videographer to produce a short video of the differing and similar perspectives on water held by regional water stakeholders. The video will aim to convey the local IRWMP process and capture the perspectives of the stakeholders to share with other stakeholders and the region's public. The perspectives on water video material and descriptions of the Upper Sac IRWM process will be available online in addition to being submitted to the water exhibit at Sisson Museum in Mount Shasta.

A strategy to foster Stakeholder Involvement will include RWMG field trips. Three field trips, one in each watershed, will be organized to visit infrastructure and projects associated with RWMG members, providing all members with opportunities to learn more about each other's needs and perspectives on water and water management in the region. Examples of potential field trip destinations include water supply, treatment, and infrastructure sites, restoration sites, timber management areas, dams and hydroelectric facilities, cultural sites, etc. The activity of visiting actual sites will build understanding and trust between RWMG members, daylight potential conflicts and highlight appropriate objectives, resource management strategies and projects, as well as opportunities for project integration within and across jurisdictions and watershed boundaries.

Deliverables:

- ✓ Implemented communication strategy including Upper Sac IRWM website/web portal launched
- ✓ Project video available on the web
- ✓ Field trip attendance sheets and agendas included with monthly reports
- ✓ The Stakeholder section of the plan is approved by the RWMG and forwarded to the Lead Consultant for incorporation into the plan. DWR sent an electronic copy of the approved section.

Task 4.12 REGIONAL & INTERREGIONAL COORDINATION

Coordination of water management projects and activities leads to greater efficiencies, higher likelihood of accomplishing projects and draws attention to issues that cross regional boundaries. The task of ensuring coordination both within the Upper Sac IRWM Region, and interregionally, will be accomplished by the REX. The region's plan will identify processes for coordinating with agencies, stakeholders, and neighboring regions. Additionally, information and analysis from the Climate Change section will be incorporated into this section of the plan.

Task 4.12.1 Identify Process for Coordination within the IRWM Region

The IRWM planning process will provide a forum for the agencies, land managers and other stakeholders in the region to develop collaborative management strategies. REX will work with the RWMG to ensure that a coordination process within the region is identified. The regional coordination process that will be created should maximize collaborative work, identify existing areas of overlap in project design, and support project development.

Deliverable:

- ✓ Process for coordination within the region approved by the RWMG

Task 4.12.2 Interregional Coordination with Neighboring and Regional IRWMPs

There are three IRWM regions adjacent to the Upper Sac Region: the Upper Pit, the North Coast and the North Sacramento Valley. The Upper Sac and the North Coast regions will coordinate regarding lessons learned by the North Coast, who have made great progress in the IRWM process. Additionally, it will be critical to discuss water resource management that crosses the regional boundaries. Our region intends to further develop coordination between the North Coast and Upper Sac regions.

Preliminary meetings conducted during preparation of the planning grant application indicated that the Upper Pit, the Upper Sac and the North Sac Valley IRWMPs have a variety of issues in common. A strategy for ensuring coordination will be to conduct a minimum of three interregional workshops attended by RWMG members and IRWMP consultants. These workshops will be half-day and, initially, facilitated by the Upper Pit River Watershed IRWMP's consultant. The Upper Pit's consulting team will take primary responsibility for developing the meeting materials, meetings details, and summaries. It is anticipated that the outcome of these meetings will be progressive refinement issue statements, identification of additional studies or assessments, and/or development of a process to ensure ongoing collaboration on key issues during implementation of each participant's respective IRWMP.

Deliverable:

- ✓ Documentation of outcomes of interregional meetings

4.12.3 DWR Sacramento Funding Area Work Group

In addition to the interregional coordination activities described above, representatives from each IRWMP in the DWR Sacramento River Funding Area (SRFA) have been meeting since June 2008. Active participation in these efforts by RWMG members may prove instrumental in resolving regional water management conflicts, implementing RMS, developing objectives, identifying objective measurement criteria, and developing projects. The Upper Sac RWMG will continue to participate in the SRFA work group.

Deliverable:

- ✓ Meeting summary will be posted to web

Task 4.12.4 Develop Process & Procedures for Coordinating with State, Federal and Local Agencies

Only two incorporated cities (Dunsmuir & Mount Shasta) exist within the region. There are several other agencies/jurisdictions that provide water and a significant portion of the region is managed by federal agencies. Most of the water-related planning is done by the state, federal and county agencies, but without much coordination among the entities. The IRWMP will identify areas where state or other agencies may be able to assist with communication, cooperation or implementation of plan components. Additionally, the plan will clarify when state or federal regulatory decisions/permits are required before projects can be implemented.

Active participation in the RWMG by state, federal and local agencies should create efficiencies and minimize management conflicts. Members of the RWMG will outreach to additional agencies to participate in the important, integrated, planning process. The expanded RWMG will provide a regional forum for agencies to coordinate their efforts. REX will ensure that the RWMG develops a specific process and procedures to facilitate coordination among the region's agencies.

Deliverable:

- ✓ Agency Coordination Process & Procedures approved by the RWMG and incorporated into the plan
- ✓ The Coordination section of the plan is approved by the RWMG and forwarded to the Lead Consultant for incorporation into the plan. DWR sent an electronic copy of the approved section.

Task 4.13 REGION DESCRIPTION AND RESOURCE INTEGRATION

The Region Description section is the responsibility of REX. The Upper Sac region description will be developed for inclusion in the IRWM Plan and will draw on a broad pool of primarily recently compiled information (See Table 1 below). The RWMG will be asked to share any additional data or technical analyses considered useful in the development of the plan. These materials will be collected and evaluated, data gaps will be catalogued, a strategy for filling data gaps and ensuring data compatibility for integration will be devised and finally, the region description will be generated from this material.

The regional description of major water-related objectives and conflicts will be developed during the course of the following tasks: Stakeholder Involvement, Governance and Cataloging Data Gaps. The regional description will also include efforts to effectively involve and collaborate with Tribal government representatives to improve tribal and regional water and natural resources sustainability. The final region boundary and clarification of groundwater basins will be determined during Interregional Coordination. Data included in the Region Description will comply with data QA/QC Procedures described in Task 4.7. Information and analysis from the Climate Change section (Task 4.16) will also be incorporated into this section of the plan.

Task 4.13.1 Collect and evaluate existing data

REX will gather and evaluate all the regional water documents referenced in Table 1, digitize any documents that are not in digital format and upload all documents to the Upper Sac IRWM website/web portal. The RWMG and local and regional agencies will be contacted to determine if any information critical to the IRWM region description is missing. The documents will also be evaluated to identify existing regional projects that can be put on the project list for potential integration.

Table 1

Summary of regional efforts known at this time that should support the development of the Upper Sac IRWM Plan

IRWM related efforts	Responsible Party	Date
Timber Harvest Plans	US Forest Service, Sierra Pacific Industries, Roseburg, others	Ongoing
Water System Master Plan	McCloud Community Services District (MCSD)	2010
Water System Master Plan	City of Mount Shasta	Update in Progress 2010
Sewer Master Plan	City of Dunsmuir	2007
County Water Strategy	Siskiyou County	December 2008-current
Dam Relicensing: Pit 3,4,5 Project #233	Federal Energy Regulatory Commission (FERC)	July 1999 - 2006
Dam Relicensing: McCloud -Pit Project (#2106)	Federal Energy Regulatory Commission (FERC)	July 2006 - July 2011
County Water and Sewer Assessment	Siskiyou County	January 2008
Upper Sacramento Watershed Assessment & Mgmt. Strategy	The River Exchange	June 2010
Water, Climate Change and Forests Report	US Forest Service	June 2010
McCloud Assessment Roadmap	The River Exchange	June 2006 - March 2007
McCloud Springs Mapping and Investigation	The River Exchange	June 2008 - July 2009
McCloud Springs Restoration Design	The River Exchange	June 2010 - present
Mount Shasta Springs and Groundwater Investigation	California Trout	2007 - current
Draft Redband Trout Conservation Agreement	Dept. of Fish and Game	2007
McCloud Coordinated Resources Management Plan (CRMP)	McCloud CRMP Group	July 1991 - current
Climate Change Watershed Vulnerability Assessment	Shasta Trinity National Forest	February - October 2010
Lower McCloud River Watershed Analysis	Shasta Trinity National Forest	March 1998 Update in Progress
McCloud Arm Watershed Analysis	Shasta Trinity National Forest	May 1998
Local Watershed Programs and NPS program Activities Northern Region 5 Watersheds and 303(d) Listed Waters	Central Valley Regional Board (CVRWQCB)	July 2010
Squaw Valley Creek Investigation	Nestle Waters North America	October 2008 -October 2010
McCloud River Preserve research and monitoring report	The Nature Conservancy	1996 - current
Siskiyou Water Network	California Trout	2005 - current
Water Talks educational series	California Trout	2008 - current
Biological Opinion re: Central Valley Project/State Water Project (CVP/SWP) (Shasta Dam)	National Oceanic and Atmospheric Association (NOAA)	June 2009

Investigating climate and fish stocking regime as drivers of water quality, food web interactions, and ecosystem productivity	Castle Lake Environmental Research and Education Program (CLEREP)	June 2007 - present
California Water Plan Update 2009 Regional Tribal Water Plenary Meeting #7 Far Northern California Waters Meeting Summary and Mind Map	DWR Tribal Communications Committee (T.C.C.), hosted by the Shasta Indian Nation	June 13 th 2009
Eastern Shasta County Groundwater Study	Department of Water Resources	June 1984

Deliverable:

- ✓ Existing data evaluated and available on the web portal

Task 4.13.2 Catalog data gaps and tribal perspective

There are a number of data gaps the region is currently aware of from the work described in Table 1. Data gaps will be systematically catalogued and represented in a table. An ethnographer will be contracted to meet individually with each participating tribe in the region to identify and adequately describe data gaps regarding regional water resource management from a tribal perspective. The ethnographer will provide a written document to the section author for inclusion in the IRWM Plan. The identified data gaps will inform both issues identification and potential projects.

Deliverables:

- ✓ Table of data gaps
- ✓ Tribal summaries from ethnographer

Task 4.13.3 Develop strategy for filling data gaps and ensuring data compatibility for integration

REX will coordinate with the Lead Consultant to communicate to the RWMG the identified data gaps and determine a strategy for incorporating that knowledge into the Implementation Project Review Process and Data Management sections of the plan.

Deliverable:

- ✓ Strategy for data gaps and compatibility for integration

Task 4.13.4 Generate Region Description

The RAP proposal in combination with the background section of the planning grant proposal will serve as the first draft of the Upper Sac region description. These documents will be expanded to provide a comprehensive discussion of how the IRWM planning region is defined by the water systems being managed, common water issues and conflicts and the wide range of stakeholders interested in the planning region. Relevant information gathered about the region's water resources during development of the IRWM Plan will be used to develop the region description.

The region description will fully document the watersheds and water systems, internal boundaries, water supplies and demands, water quality conditions, social and cultural make-up, major water related objectives and conflicts, the IRWM regional boundary and neighboring and/or overlapping IRWM efforts. It will include a complete discussion of how integrated regional planning and management efforts can focus on a shared vision of regional goals and objectives. The region's map will be finalized and additional maps will be developed as deemed necessary.

Deliverable:

- ✓ Draft Region Description
- ✓ Finalized regional map
- ✓ The Region Description & Resource Integration section of the plan is approved by the RWMG and forwarded to the Lead Consultant for incorporation into the plan. DWR sent an electronic copy of the approved section.

Task 4.14 RELATION TO LOCAL WATER PLANNING

REX is responsible for the development of the Local Water Planning section, which will list the local water plans used in the IRWM Plan, discuss how the IRWM Plan relates to planning documents and programs established by local agencies and describe the dynamics between the IRWM Plan and local planning documents.

Task 4.14.1 Compile list of local water plans

REX will utilize the work generated from the Siskiyou County Water Strategy Phase 1, including:

- description of Siskiyou County's current water-related strategies; and
- description of pertinent state and federal water-related laws, regulations, and programs relating to Siskiyou County's water resources and the bibliography of available information sources related to each watershed's hydrology, water quantity, water quality, flood control and water management.

REX will generate the same information for Shasta County, if Shasta County provides similar information (including, but not limited to: municipal water master plans, USFS water planning documents, FERC documents, FEMA mapping data, Shasta County Planning Department documents) for the southern half of the region. (including, but not limited to: municipal water master plans, USFS water planning documents, FERC documents, FEMA mapping data, Shasta County Planning Department documents).

Deliverable:

- ✓ Compiled list of local water plans

Task 4.14.2 Determine how the IRWM Plan will integrate with local water plans, programs and agencies

To accomplish this task REX will review all of the available water planning documents. Then a matrix of integrated goals and objectives will be developed to compare goals and objectives within existing governmental plans and to determine areas where these plans are addressing, or are not addressing, IRWM program preferences and statewide priorities. This matrix document will be used to inform development of IRWM Plan goals, objectives and RMS.

Deliverable:

- ✓ Matrix of integrated goals and objectives
- ✓ The Local Water Planning section of the plan is approved by the RWMG and forwarded to the Lead Consultant for incorporation into the plan. DWR sent an electronic copy of the approved section.

Task 4.15 RELATION TO LOCAL LAND USE PLANNING

REX is responsible for this task. The local land use planning section will determine the current relationship between local land use planning, regional water issues and water management objectives. It will also identify processes to foster communication between land use managers and the RWMG with the intent of effectively integrating water management and land use planning. In addition, plans to further a collaborative, proactive relationship between land use planners and water managers will be discussed.

Task 4.15.1 Determine current level of integration between local land use planning and regional water management

The Siskiyou County Water Strategy Phase 1 bibliography referenced in Table 1, will serve as the information base to determine the level of integration between land and water policies in the region. If Shasta County provides similar information, then a similar assessment will be made for the southern portion of the region. REX will then generate a series of interview questions and conduct phone interviews to determine the amount of integration between land use management, water management and planning efforts in the region.

Deliverable:

- ✓ Summary of survey results and planning document goals and policies indicating level of integration between local land use planning and regional water management.

Task 4.15.2 Develop process to foster communication and collaboration between land use managers, water managers and the RWMG

To develop a process to foster communication and collaboration between land use managers, water managers and the RWMG, contact information for all water providers, land use managers and water management agencies will be gathered and shared among the group. Additionally, contact information and land and water policies will be posted in one place on the Upper Sac IRWM website/web portal to foster ease of communication.

REX will develop a follow up interview questionnaire/needs assessment for land and water managers and conduct an interview with identified land and water managers to develop a communication process that could benefit them. The findings will be incorporated into the IRWM Plan. In addition, REX will evaluate the potential for local RCD's to be a convener for communication between land use, water use and the RWMG. Upon synthesizing this information, REX will work with the RWMG to develop a strategy to foster communication and collaboration for incorporation into the Local Land Use section of the plan.

Deliverable:

- ✓ Summary of the existing needs as well as proposed strategies to foster communication and collaboration specifically between land use managers and water managers
- ✓ The Local Land Use Planning section of the plan is approved by the RWMG and forwarded to the Lead Consultant for incorporation into the plan. DWR sent an electronic copy of the approved section.

Task 4.16 CLIMATE CHANGE SECTION OF THE PLAN

Given the storage capacity of the Sacramento drainage's reservoir system, and our region's position in the watershed, impacts to our headwater systems from decreased snow pack or glacial retreat may be far more immediate than impacts to downstream ecosystems and water resources. The Upper Sac region is fortunate to have several existing, climate focused research projects and environmental monitoring programs already focused on our region. With the existing findings (see Task 5) as a foundation, REX will develop the Climate Change section of the plan to include:

- 1) compilation of existing regional climate data,
- 2) determine regional climate change vulnerabilities, and
- 3) identification of adaptive management strategies.

REX, in coordination with the Lead Consultant, will incorporate and integrate the information and analysis into the region description, plan objectives, RMS, project review process, relation to local water planning, relation to local land use planning, plan performance/monitoring and coordination sections of the IRWM plan. Additionally, project review will include a process that discloses and considers greenhouse gas emissions when choosing between project alternatives. The plan will specify methods to incorporate new information that becomes available related to climate change and associated adaptive management strategies.

4.16.1 Compile existing Climate Change data

As a component of plan development, existing, active data related to Climate Change and its potential effects will be identified (beyond those listed in Task 5) and a process will be developed for ongoing regional climate science updates to the RWMG. REX will work the RWMG to collect and compile data appropriate to address a range of topics, including regional physical landscape condition and hydrologic function, public safety, ecosystem condition, and long-term water supply reliability. Data will be compiled from a range of sources including all DWR climate change resources, local and regional studies related to climate change, state and federal agency publications on climate change, and peer reviewed scientific research publications.

Deliverables:

- ✓ List of active climate research and monitoring projects in the region
- ✓ Compilation of existing data
- ✓ Process for ongoing regional climate science updates to the RWMG

Task 4.16.2 Determine Regional Vulnerabilities

From available data, REX and the RWMG will determine regional vulnerabilities based on a range of climate change scenarios drawn from the best available science, both specific to our IRWM region, and relative to the greater region and state. Assessment of regional vulnerabilities will then be incorporated into the plan objectives, RMS, project review process, relation to local water planning, relation to local land use planning, performance and monitoring and coordination sections of the IRWM Plan.

Deliverables:

- ✓ Description of regional vulnerabilities to climate change

Task 4.16.3 Identify adaptive management strategies

Based on climate change research and data, and in direct response to regional vulnerability, REX and the RWMG will coordinate with the Lead Consultant to identify existing and potential management actions that could be affected by climate vulnerabilities and design adaptive management strategies to account for a range of scenarios. Strategies will leverage resources outlined by DWR (See Appendix C of Guidelines) including *The Climate Change Scoping Plan, Managing an Uncertain Future: Climate Change Adaptation Strategies for California's Water (2008)*, and the *2009 California Climate Adaptation Strategy* report. The IRWM Plan will include an evaluation of the adaptability to Climate Change of water management systems in the region, and discuss adapting to changes in the amount, intensity, timing, quality and variability of runoff and recharge, presenting a range of scenarios and identifying specific strategies and associated actions in each area. Included in the evaluation of adaptive management strategies will be discussion of climate change mitigation through reduced GHG emissions. In addition, strategy discussion will address the relative risks to the region of no action. Climate change adaptive management strategies established in this component of the IRWM Plan will also be incorporated and integrated into other plan components including plan objectives, RMS, project review process, coordination, relation to local water planning, relation to local land use planning, plan performance and monitoring.

A list of prioritized management strategies will be established, relative to each identified vulnerability, in each management area and included in the IRWM Plan. Climate change adaptive management strategies and associated priority will be approved by the RWMG.

Over the course of the planning process, it will more than likely be necessary to establish a Climate Change subcommittee. They will assist with all the tasks listed above and be responsible for keeping the RWMG involved and up-to-date on California Natural Resources Agency's (CNRA) Adaptation Strategy process, plus drafting an approach to continue regional climate research and monitoring. Additionally, they can recommend whether the Upper Sac should join the California Climate Action Registry (CCAR).

Deliverables:

- ✓ Evaluation of management alternatives relative to climate change.
- ✓ Prioritized climate change adaptive management strategies.
- ✓ On-going participation in CNRA's California Adaptation Strategy process.
- ✓ The Climate Change section of the plan is approved by the RWMG and forwarded to the Lead Consultant for incorporation into the plan. DWR sent an electronic copy of the approved section.

TASK 5 -CLIMATE CHANGE PAST DATA COLLECTION

A great deal of region specific climate change research and monitoring has already occurred in and around our region. The existing, recent data are extremely beneficial to inform the water management plan for the headwaters of the Sacramento River. Existing key sources of mid and long term climate research and monitoring for region's watersheds include:

Castle Lake Environmental Research and Education Program (CLEREP)—Located in the Sacramento Headwaters portion of the Upper Sacramento watershed, CLEREP has been conducting long-term research and building a 52-year monitoring dataset on biological, physical and water quality parameters in small watersheds within the Sacramento Headwaters. Long-term physical and ecological monitoring will continue, along with refinement of an empirical model, based on CLEREP's long-term (52 year) dataset, to investigate the effect of climate scenarios on water quality and ecosystem productivity in the Upper Sacramento Watershed.

October 2008 – May 2009 \$21,000

June 2009 – May 2010 \$32,000

June 2010 - May 2011 \$32,000

Total: \$85,000 Other Contribution – Funding Match

California Trout Mount Shasta Springs and Groundwater Study

To assist in determining how and if Mount Shasta's springs may be impacted due to climate change and/or development and to help local municipalities plan for future water supply, in 2009, 22 springs on Mount Shasta (high, middle and low elevations) were sampled for a full suite of general water quality and geochemical parameters. A subset of the samples was also analyzed for oxygen, hydrogen and deuterium isotopes. Five of the spring samples were age dated based on analysis of the tritium isotope. The purpose of the sampling was to determine the elevation that spring water originates on the mountain, as well as if any of the springs may be related. The flow of nine springs was monitored quarterly to determine if there are seasonal and/or yearly fluctuations. In 2010, the study continued and was expanded to age date the local municipal water supplies and to start linking precipitation patterns with spring flow. A vulnerability index will be created for the springs.

January 2009 - January 2010 \$10,000

January 2010 – January 2011 \$10,000

Total: \$20,000 in-kind match

USFS Watershed Vulnerability Assessment

The Shasta Trinity NF is representing Region 5 in a National Climate Change Assessment of Watershed

Vulnerability. The forest's pilot study is assessing the interrelationship of regional climate models and the projected exposure to key aquatic resources on national forest system lands at three different scales; a sub-basin, a watershed and sub-watershed. Key resources considered include snow pack, anadromous fisheries, redband trout, water bodies likely to warm and/or dry, springs, ground water resources and infrastructure that could be at risk with increases in extreme precipitation events. A conceptual approach for this assessment was developed by a core group from the Rocky Mountain Research Station, Pacific Northwest Research Station and the Stream Systems Technology Center with support from regional offices staff from R2 and R6.

February 2010 - October 2010

Total: \$64,300 in-kind match

Deliverables:

- ✓ Matching funds totaling \$169,300 – findings or a summary of the data will be made available to DWR, or data sets will be made available as requested by DWR

EXHIBIT B
PROJECT SCHEDULE

Development of an IRWM Plan for the Upper Sac Region

SCHEDULE

Task No.	Task Description	Begin*	End*	Progress Report Milestones
1	Develop RWMG, RAP & Planning Grant	9/28/08	9/28/10	Submitted IRWM planning grant proposal
2	Develop IRWM Plan (Admin & Mgmt of grant)	2/22/11	12/30/13	Progress reports, invoice packets and final report submitted per agreement
3	Plan Facilitation Services	10/1/11	9/30/13	Copies of agendas & attendance lists from facilitated meetings
4	Specialists & Consultants			
4.1	Governance & Integration	4/1/11	6/30/13	This section of the plan approved by RWMG & approved version given to DWR
4.2	IRWM Plan Objectives	4/1/12	1/31/13	This section of the plan approved by RWMG & approved version given to DWR
4.3	Resource Management Strategies (RMS)	4/1/12	12/30/12	This section of the plan approved by RWMG & approved version given to DWR
4.4	Implementation Project Review Process	1/2/12	6/30/13	This section of the plan approved by RWMG & approved version given to DWR
4.5	Impacts & Benefits of Plan Implementation	2/1/13	7/31/13	This section of the plan approved by RWMG & approved version given to DWR
4.6	Plan & Projects Performance & Monitoring	3/1/13	8/30/13	This section of the plan approved by RWMG & approved version given to DWR
4.7	Data Management & Integration	12/1/11	12/30/12	This section of the plan approved by RWMG & approved version given to DWR
4.8	Finance On-Going IRWMP Efforts	1/2/12	11/30/12	This section of the plan approved by RWMG & approved version given to DWR
4.9	Technical Analysis	1/2/12	9/30/12	This section of the plan approved by RWMG & approved version given to DWR
4.10	Prepare IRWM Plan Document	2/22/11	9/15/13	This section of the plan approved by RWMG & approved version given to DWR
4.11	Stakeholder/Institutional Involvement	2/22/11	6/30/13	This section of the plan approved by RWMG & approved version given to DWR
4.12	Regional & Interregional Coordination	12/1/11	5/31/13	This section of the plan approved by RWMG & approved version given to DWR
4.13	Region Description & Resource Integration	12/1/11	8/30/12	This section of the plan approved by RWMG & approved version given to DWR
4.14	Relation to Local Water Planning	12/1/11	6/30/12	This section of the plan approved by RWMG & approved version given to DWR
4.15	Relation to Local Land Use Planning	1/2/12	7/31/12	This section of the plan approved by RWMG & approved version given to DWR
4.16	Climate Change Section of the Plan	12/1/11	8/30/13	This section of the plan approved by RWMG & approved version given to DWR
5	Climate Change Past Data Collection	9/28/08	4/30/12	Submit to DWR summary of data & backup for cost share by 4/30/12

* Estimated beginning and ending dates, based on executing the grant agreement by October 17, 2011, and expected progress

EXHIBIT C
PROJECT BUDGET

Development of an IRWM Plan for the Upper Sac Region							
BUDGET TABLE - Line Item Budget by Funding Source with Rates							
Task No.	Title/Role/Class	Rate	# of Hours/ Miles	Grant Funding	Funding Match	Total Project Cost	DAC Amt+
Develop RWMG, RAP & Planning Grant							
1	REX & CalTrout prior to grant award	varies	varies	\$0	\$28,190	\$28,190	
Prior to Planning Grant Award SUBTOTALS				\$0	\$28,190	\$28,190	
Develop Project							
2	Administrative/Finance Director (REX)	\$35	480 hours	\$16,800		\$16,800	
	Executive/Project Director (REX)	\$50	1,960 hours	\$98,000		\$98,000	
	Administration (REX)	5%		\$29,623		\$29,623	
	Project Expenses*	varies	varies	\$3,390		\$3,390	
3	Plan Facilitation Services** (contracted)	varies	varies	\$63,630		\$63,630	\$6,363
4	Specialists & Consultants (REX & contracted)	varies	varies	\$381,027		\$381,027	\$53,000
5	Climate Change Past Data Collec. (multiple)				\$169,300	\$169,300	
Develop Project SUBTOTALS				\$592,470	\$197,490	\$789,960	\$59,363
Total Funding Match of \$197,490 is 25% of Total Project Cost							
+ Estimated DAC costs from DWR Grant. Portion of Prop 84 amount in 'Grant Funding' for DACs.							
* Includes mileage, meeting space rental, conference fees, accommodation etc.							
** Includes travel time, mileage, accommodation, etc.							

THE RIVER EXCHANGE ELECTS TO USE THE TASK BY TASK METHOD OF REIMBURSEMENT.

DWR approves invoice payments at the overarching Task-level. Subtasks are provided in the Work Plan and Budget for additional detail, and guidance for the project manager to be aware of when administering the Grant Agreement.

After the Grant Agreement is executed, DWR will reimburse the grantee for costs incurred. The drawdown method will be task by task, plus retention. That is, cost share must be spent by task before grant funds will be paid.

If the grantee submits invoices for allowable match costs for the period between September 30, 2008 and prior to initiation of the grant agreement, those costs at DWRs discretion, will be directly deducted from the grantees cost share [refer to Section V(L) on page 28 of the DWR IRWM Guidelines].

The 10 percent retention withheld by DWR on each invoice, by task, will be released to the grantee upon: 1) DWRs receipt of a request for release of retention, and 2) confirmation by DWR that all deliverables shown in Exhibit A have been received.

EXHIBIT D
STANDARD CONDITIONS

D.1 ACCOUNTING AND DEPOSIT OF GRANT DISBURSEMENT:

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

D.2 ACKNOWLEDGEMENT OF CREDIT: Grantee shall include appropriate acknowledgement of credit to the State and to all cost-sharing partners for their support when promoting the Project or using any data and/or information developed under this Grant Agreement.

D.3 AMENDMENT: No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the parties.

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

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

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

D.6 BUDGET CONTINGENCY: LIMIT ON STATE FUNDS. Pursuant to the California Disaster Preparedness and Flood Prevention Bond Act of 2006 and the California Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Act of 2006 and subject to the availability of funds, including any mandates from the Department of Finance, the Pooled Money Investment Board ("PMIB") or any other state authority, the State will not make payments of any kind -- advances or reimbursements -- until funding is made available by the State Treasurer, after allocation decisions are made by the Pooled Money Investment Board and Department of Finance.

- D.7 CHILD SUPPORT COMPLIANCE ACT:** For any Grant Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- a) The contractor 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 contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.8 COMPETITIVE BIDDING AND PROCUREMENTS:** Grantee shall comply with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations in Grantee's contracts with other entities for acquisition of goods and services and construction of public works with funds provided by State under this Grant Agreement.
- D.9 COMPUTER SOFTWARE:** The Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.10 CONFLICT OF INTEREST**
- a) **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
 - b) **Former State Employee:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- D.11 DELIVERY OF INFORMATION, REPORTS, AND DATA:** The Grantee agrees to expeditiously provide, during work on the Project and throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by the State.
- D.12 DISPOSITION OF EQUIPMENT:** Grantee shall provide to State, not less than 30 days prior to submission of the final project invoice, a final inventory list of equipment purchased with grant funds provided by State. Grantee shall consult with State on the scope of the inventory not less than 60 days prior to the submission of the final project invoice. The inventory shall include all items with a current estimated fair market value of more than \$5,000 per item. Within 60 days of receipt of such inventory, State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.
- D.13 DISPUTES:** In the event of an invoice dispute, payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided may result in return of the invoice to the Grantee. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail.

Any claim that Grantee may have regarding the performance of this Grant Agreement including, but not limited to claims for additional compensation or extension of time, shall be submitted to

the Director, Department of Water Resources, within thirty (30) calendar days of Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to the Grant Agreement to implement the terms of any such resolution.

D.14 DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

D.16 FUNDING RECIPIENT COMMITMENTS: Funding Recipient accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Funding Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Funding Recipient in the application, documents, amendments, and communications filed in support of its request for California Disaster Preparedness and Flood Prevention Bond Act of 2006 and the California Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Act of 2006 financing.

D.17 GOVERNING LAW: This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

D.18 INCOME RESTRICTIONS: The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Grant Agreement.

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

D.20 INSPECTIONS: State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any local project sponsor, subagreements, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with State. Grantee acknowledges that the Project work site will be reportable under the Public Records Act

(California Government Code Section 6250 *et seq.*). State shall have the right to inspect the Grantee's office at any and all reasonable times after completion of the project to ensure compliance with the terms and conditions of this Grant Agreement. During regular office hours, State shall have the right to inspect and to make copies of any books, records, or reports of the Grantee relating to this Grant Agreement. Grantee shall maintain and shall make available at all times for such inspection accurate records of its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.

- D.21 NONDISCRIMINATION:** During the performance of this Grant Agreement, Grantee and its contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Grantee and contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) *et seq.*) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full. Grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts to perform work under the Grant Agreement.
- D.22 NO THIRD PARTY RIGHTS:** The parties to this Grant Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking established herein.
- D.23 OPINIONS AND DETERMINATIONS:** The parties agree that review or approval of any IRWM Program applications, documents, permits, plans and specifications or other program information by the State is for administrative purposes only and does not relieve the Grantee of its responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the IRWM Program.
- D.24 PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS.** Grantee shall be responsible for obtaining any and all permits, licenses, and approvals required for performing its obligations under this Grant Agreement. Grantee shall comply with the California Environmental Quality Act (California Public Resources Code Section 21000 *et seq.*) and other applicable federal, State, and local laws, rules, and regulations, guidelines, and requirements prior to disbursement of funds under this Grant Agreement.

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

- D.25 PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** Grantee and Local Project Sponsors shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the IRWM Program without prior permission of State. Grantee and Local Project Sponsors shall not take any action concerning the performance of this Grant Agreement, including but not limited to actions relating to user fees, charges, and assessments that could

adversely affect the ability of Grantee to meet its obligations under this Grant Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property acquired through this Grant Agreement be remitted to State.

- D.26 REMEDIES, COSTS, AND ATTORNEY FEES:** The Grantee agrees that any remedy provided in this Grant Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the State as a result of breach of this Grant Agreement by the Grantee, whether such breach occurs before or after completion of the Project, and exercise of any remedy provided by this Grant Agreement by the State shall not preclude the State from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Grant Agreement, it is agreed that the prevailing party shall be entitled to such reasonable costs and/or attorney fees as may be ordered by the court entertaining such litigation.
- D.27 RETENTION:** Notwithstanding any other provision of this Grant Agreement, the State shall retain up to ten percent (10%) of the grant amount specified in this Grant Agreement until completion of the Project and is accepted by the State.
- D.28 RIGHTS IN DATA:** The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Grant Agreement shall be in the public domain. The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to the State for financial support. The Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so.
- D.29 SEVERABILITY of UNENFORCEABLE PROVISION:** If any provision of this Grant Agreement is held invalid or unenforceable by a court of final jurisdiction, all other provisions of this Grant Agreement shall be construed to remain fully valid, enforceable, and binding on the parties.
- D.30 STATE REVIEWS AND INDEMNIFICATION:** The parties agree that review or approval of Project applications, documents, permits, plans and specifications or other Project information by the State is for administrative purposes only and does not relieve the Grantee of its responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the Project. To the extent permitted by law, the Grantee agrees to indemnify, defend and hold harmless the State and the State against any loss or liability arising out of any claim or action brought against the State from and against any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from, or in any way connected with:
- a) The Project or the conditions, occupancy, use, possession, conduct or management of, work done in or about, or the planning, design, acquisition, installation, or construction, of the Project or any part thereof;
 - b) Performing any of the terms contained in this Grant Agreement or any related document;
 - c) Any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the California Hazardous Waste Control Law and California Water Code Section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the System; or
 - d) Any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Grantee for use in any disclosure document utilized in connection with any of the transactions contemplated by this Grant Agreement.

Grantee agrees to pay and discharge any judgment or award entered or made against the State with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section shall survive the term of the Grant Agreement.

- D.31 SUCCESSORS AND ASSIGNS:** This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.32 TERMINATION, IMMEDIATE REPAYMENT, INTEREST:** This Grant Agreement may be terminated by written notice at any time prior to completion of the Project, at the option of the State, upon violation by the Grantee of any material provision after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Grant Agreement within a reasonable time as established by the State. In the event of such termination, the Grantee agrees, upon demand, to immediately repay to the State an amount equal to the amount of grant funds disbursed to the Grantee prior to such termination. In the event of termination, interest shall accrue on all amounts due at the highest legal rate of interest from the date that notice of termination is mailed to the Grantee to the date of full repayment by the Grantee.
- D.33 TIMELINESS:** Time is of the essence in this Grant Agreement.
- D.34 TRAVEL:** Travel includes the costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Grant Agreement. Travel will be reimbursed at or below the rate allowed for unrepresented State employees. These rates are published at: <http://www.dpa.ca.gov/personnel-policies/travel/main.htm> or its successor website. . For the purpose of computing such expenses, Grantee's designated headquarters shall be: 5937 Dunsmuir Avenue, Dunsmuir, California 96025. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.
- D.35 UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
- D.36 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.37 WITHHOLDING OF GRANT DISBURSEMENTS:** The State may withhold all or any portion of the grant funds provided for by this Grant Agreement in the event that the Grantee has materially violated, or threatens to materially violate, any term, provision, condition, or commitment of this Grant Agreement; or the Grantee fails to maintain reasonable progress toward completion of the Project.

EXHIBIT E
REPORT FORMAT AND REQUIREMENTS

Progress Reports

Grantee shall use the following outline as a template for Progress Reports. Grantee shall submit progress reports on a regular, consistent basis to meet the State's requirement for disbursement of funds. The reporting period shall not exceed a 3-month period (quarter) in duration.

E.1 Executive Summary

Provide a brief summary of project status for the period covered by the Progress Report.

E.2 Report Status

- a) Describe work performed during the reporting period
- b) Describe major accomplishments, such as:
 - i) Tasks completed
 - ii) Milestones met
 - iii) Meetings held or attended
 - iv) Press release, etc.
 - v) Data delivered or information gained
 - vi) Status of Tasks that involve Disadvantaged Community (DAC) or Native American (NA) assistance (if applicable to scope of work)
- c) Discuss any issues or concerns that may affect the schedule or budget and include recommendations on how to correct the matter(s).
- d) Discuss activities planned for the next reporting period
 - i) A description of work to be performed in the next reporting period
 - ii) Issues/concerns that may affect the schedule or budget in the future and how the matter(s) will be addressed

E.3 Cost Information

- a) Identify costs incurred during the reporting period by Grantee and each subcontractor working on the project. Include hours per task worked on during the reporting period for above personnel.
- b) Discuss how the actual budget is progressing in comparison to the latest Project Budget.
- c) Provide a revised budget, by task, if changed from the latest Project Budget.

E.4 Schedule Information

- a) Provide a project schedule showing actual progress versus planned progress from the latest Schedule.
- b) Discuss how the actual schedule is progressing in comparison to the latest Project Schedule.
- c) Provide a revised schedule, by task, if changed from the latest Project Schedule.

FINAL REPORT

Grantee shall prepare and submit to State, on completion of the project, an original, two hard copies and one copy in electronic format of the Final Project Report, which shall include at a minimum:

- Executive Summary;
- Comparison of the actual work performed with tasks in the Exhibit A, Project Work Plan, with an explanation of the differences.
- Discussion of Tasks that involved and/or benefited DACs or NA Tribes.
- Discussion of major problems that occurred in meeting the project goals and objectives as proposed and how and if they were resolved.
- Detailed description and analysis of project results and benefits attained or goals achieved.
- A summary of the costs incurred and disposition of funds be disbursed, including a table showing actual costs versus the costs in the Exhibit C, Project Budget, by task with an explanation of the differences. When applicable, include a summary of grant expenditures, by task, which benefited DACs or NA Tribes.

The Final Project Report shall also include all final deliverables as described in Exhibit A, Project Work Plan.

ELECTRONIC REPORTING

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

- Text preferably in MS WORD and also text PDF format.
- Files named so that the public can determine their content. For example, file naming of reports must have the title and, if subdivided into smaller sized files, the chapter number/letter and names in the report Table of Content (TOC); files of maps, figures, and tables by number/letter as referenced in the TOC; well logs files with DWR required naming convention; and appendix number/letter as named in the TOC.

EXHIBIT F
GRANTEE RESOLUTION



RESOLUTION NO. 2010-01

Resolved by the Board of Directors of The River Exchange, that application be made to the California Department of Water Resources to obtain an Integrated Regional Water Management Planning Grant pursuant to the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Public Resource Code (PRC) Section 75001 *et seq.*), and to enter into an agreement to receive a grant for the Development of an IRWM Plan for the Upper Sacramento-McCloud-Lower Pit Region (Upper Sac). The Executive Director of The River Exchange 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 at a meeting of The River Exchange Board of Directors on August 11, 2010.

Authorized Original Signatures:


Mark Gibson, President


Gene O'Rourke, Secretary

EXHIBIT G
GUIDELINES FOR GRANTEES AND BORROWERS

The lists below details the documents/records that State Auditors would need to review in the event of a grant or loan being audited. Grantees and borrowers should ensure that such records are maintained for each funded project.

Internal Controls:

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

Grants or Loans:

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

Contracts:

1. All subcontractor and consultant contracts and related or partners documents, if applicable.
2. Contracts between the Agency and member agencies as related to the grant or loan funded Program/Project.

Invoices:

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

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 grants or loans..
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for or loan receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for grant or loan reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

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

Project Files:

1. All supporting documentation maintained in the project files.
2. All grant or loan related correspondence.

**Exhibit H
Statewide Monitoring**

REQUIREMENTS FOR STATEWIDE MONITORING AND DATA SUBMITTAL

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

Surface water quality monitoring data shall be submitted to the Surface Water Ambient Monitoring Program (SWAMP), which is administered by the State Water Resources Control Board (SWRCB).

SWAMP comparable electronic format shall be followed. SWAMP data formats and templates can be accessed at:

<http://swamp.mpsl.mlml.calstate.edu/resources-and-downloads/database-management-systems/swamp-25-database>

Groundwater quality monitoring data shall be submitted to the State through the SWRCB Groundwater Ambient Monitoring and Assessment (GAMA) Program. If a project work plan contains a groundwater ambient monitoring element, the Grantee shall contact the SWRCB GAMA Program for guidance on the submittal of ambient groundwater data. Information on the SWRCB GAMA Program can be obtained at:

http://www.waterboards.ca.gov/water_issues/programs/gama/

Prior to the Grantee implementing any sampling or monitoring activities, State must be notified in writing as the planned procedure for submittal of groundwater data to GAMA.