

Plumas Watershed Forum

*Plumas County Flood Control and Water Conservation District
California Department of Water Resources
State Water Project Contractors*

Mailing Address: 1834 East Main Street, Quincy, CA 95971 † Ph: (530) 283-6268 † Fax: (530) 283-6323

Project Administration Policy

The Plumas County Flood Control and Water Conservation District (“Flood Control District”) administers projects funded by the Plumas Watershed Forum, including entering into project funding agreements, reviewing design work, monitoring project progress, and dispersing Forum funds to the project sponsors. This policy provides the framework under which the Flood Control District will carry out such responsibilities for projects funded with Majority/A funds.

Project Funding Agreement

The Flood Control District will enter into a Project Funding Agreement with the sponsor of each project approved by the Forum. The general form of the agreement has been reviewed by the Forum members, and a sample is included here as Attachment 1.

Design and Permit Review

For projects that include a design phase, the Flood Control District must review and approve any design or plans prior to commencement of construction. Any such review will be included in the funding agreement’s scope of work and timeline.

Any permits required for a project must be submitted to the Flood Control District for review.

Project Progress and Payment of Invoices

The standard funding agreement provides for the project sponsor to submit invoices as work is completed. Invoices must include a progress report that links expenditures to the tasks identified in the budget and scope of work. Prior to any payment, the Flood Control District will review all invoices in comparison to the project budget and scope of work.

As provided in the funding agreements, the project sponsor must obtain Flood Control District approval in advance to reallocate funds from one budget line-item to another, including the expenditure of any contingency funds. A change to the actual scope of work requires approval by the Forum partners.

Prior to issuance of final payment to a project sponsor, the Flood Control District will inspect any fieldwork to verify its completion and verify that all deliverables have been received. For projects with multiple stages, such as initial construction followed by multi-year monitoring, the Flood Control District will inspect the fieldwork upon completion of a major stage.

Attachment 1

Plumas County Flood Control & Water Conservation District

PROJECT FUNDING AGREEMENT

Feather River College – Riparian Protection Project

This Project Funding Agreement (“Agreement”) is entered into by and between the Plumas County Flood Control & Water Conservation District (“Flood Control District”) and Feather River College (“Contractor”).

1. **Description of Project.** The Plumas Watershed Forum (“Forum”), which is composed of the Flood Control District, the California Department of Water Resources, and the State Water Project Contractors, has approved funding a project proposed by Contractor to improve 75 acres of native pasture and wetlands while managing livestock on the lands, among other things (the “Project”). Generally, the Project is intended to result in improved water quality to Spanish Creek, improved riparian habitat, and educational opportunities for students, community members and local ranchers. The Project is more fully described in the proposal and addenda attached hereto as Exhibit A, which is incorporated herein by reference to the extent not inconsistent with any other provisions set forth in this Agreement. The Flood Control District will oversee completion of the Project on behalf of the Forum and will disperse funds to Contractor.

2. **Funding.** Up to Ninety Two Thousand Four Hundred Fifty Three Dollars (\$92,453) is available to fund the Project, for use as described in this Agreement and Exhibit A. Contractor shall submit invoices to the Flood Control District as work is completed, each of which shall include a progress report identifying specific tasks completed and the related expenditures. If a subcontractor performs any work, Flood Control District shall issue payment to Contractor and Contractor shall pay the subcontractor. Contractor must obtain Flood Control District approval in advance to reallocate funds from one budget line-item to another, including the expenditure of any contingency funds.

3. **Budget.** The funding level in Section 2 is based upon the following budget.

Original Proposal

100% bracing, gates & walkthroughs	\$ 9,950.00
75% troughs/pipelines	\$ 9,000.00
100% drylots (<i>reduced \$20 from proposal</i>)	\$50,680.00
25% fence/culverts/vegetation	\$14,410.00
Subtotal	\$84,040.00

Final Proposal

Original Proposal	\$80,040.00
8.5% contingency	\$ 6,803.00
Water quality sampling	\$ 5,085.00
Purchase of water temperature monitoring system	\$ 525.00

Total **\$92,453.00**

4. **Budget Reduction.** If the Project is completed below budget and if the Project receives funding from multiple sources, the funding available under this Agreement shall be reduced proportionately so that the percentage of the Watershed Forum contribution to the Project is the same percentage as was proposed in the initial Project budget.

5. **Scope of Work.**

The work to be completed is described in detail in Exhibit A. Generally, the Project will include the following tasks performed on the timeline below:

Tasks

- a. Construct fencing to restrict livestock access to existing water courses
- b. Install off-stream water sources for livestock
- c. Baseline data collection of water quality and riparian habitat conditions
- d. Install two culverts on access road and increase size of culverts along creek
- e. Expand corral and construct dry lot area
- f. Grazing management plan (written)
- g. Monitoring strategy, including photo points (written)
- h. Five-year monitoring of water quality and vegetation
- i. Conduct at least three grazing practices demonstrations/workshops

Project Timeline

- July 1, 2005 – commence work
- September 1, 2005 – complete riparian fencing and water facilities
- September 1, 2006 – complete dry lots and implement grazing management plan
- Ongoing – water and wildlife monitoring and education

6. **Annual Progress Reports and Final Report.** Contractor shall provide Flood Control District with a progress report in electronic form by October 1 of each year during the term of this Agreement, as well as a final report upon completion of the Project. Each report shall include (1) a brief scope of work, including any changes authorized to the original proposal; (2) an assessment of project progress and photographs of any physical work completed; (3) an updated schedule for completion of the project and delivery of any required data, reports, plans, or other items required by this Agreement; and (4) a statement of funds

expended and the status of any matching funds. In addition to the foregoing items, the final report shall include an assessment of the effectiveness of the Project in meeting the objectives presented in the Project proposal.

7. **Term of Agreement.** This Agreement shall be effective as of June 15, 2005, and shall continue in effect through completion of the project unless terminated pursuant to the provisions of this Agreement.
8. **Termination.** The Flood Control District may terminate this agreement at any time without cause upon notice to Contractor. Contractor shall receive payment for all work completed under this Agreement prior to notice of termination.
9. **Compliance.** Contractor shall comply with all federal, state, and local laws and regulations applicable to the Project, including (a) obtaining and complying with any necessary environmental permits and (b) recognizing and not interfering with any senior water rights.
10. **Nondiscrimination.** By Contractor's signature below, Contractor certifies under penalty of perjury that during the term of this Agreement Contractor shall comply, unless exempted, with the nondiscrimination requirements of Government Code Section 12900 and California Administrative Code Title 2, Section 8103, as well as other state and federal laws and regulations relating to discrimination, and shall not discriminate against employees or applicants for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition, age (over 40), marital status, denial of Family and Medical Care leave and the use of Pregnancy Disability Leave in regard to any position for which the employee or applicant for employment is qualified.
11. **Drug-Free Workplace.** Contractor, and any of Contractor's employees (if applicable), shall comply with the County of Plumas policy of maintaining a drug-free workplace (Personnel Rule 22.03).
12. **Records.** Contractor agrees to provide reasonable access to records relating to the Project and to maintain such records as may be necessary to document services performed and hours worked. Contractor shall maintain such records for a period of no less than three years following completion of the Project.
13. **Indemnification.** Each party shall indemnify, defend, and hold harmless the other party and its officers, employees and agents, against any and all liabilities, claims, demands, damages, and costs (including attorney's fees and litigation costs) that arise in any way from the negligent acts, willful acts, or errors or omissions of that party, or that party's employees or agents, related to the performance of this Agreement. Each party understands and agrees that its duty to defend shall be a separate and independent duty from the duty to indemnify.

14. **Independent Contractor.** The parties understand and agree that Contractor is an independent contractor and that no employment relationship between Contractor and Flood Control District is created by this Agreement. Flood Control District's workers' compensation insurance does not cover Contractor or any member of Contractor's staff. Contractor shall, at Contractor's own risk and expense, determine the method and manner by which duties imposed by this Agreement are performed. This Agreement is not an agency agreement, and Contractor is not an agent or legal representative of Flood Control District for any purpose whatsoever. Contractor is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of, or in the name of, Flood Control District, or to bind Flood Control District in any manner or thing whatsoever. During the term of this Agreement, no employee or independent contractor of Contractor shall become an employee or agent of Flood Control District for any purpose.
15. **Assignment.** The rights and duties established by this Agreement are not assignable by either party, in whole or in part, without prior written consent of the other party.
16. **Alteration.** No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties.
17. **Controlling Law.** This Agreement shall be interpreted in accordance with the laws of the State of California, and venue shall be in Plumas County.
18. **Notices.** Any notice required or permitted by this Agreement shall be given by United States Mail, postage prepaid, to the following addresses, unless a party gives notice of a new address:

Flood Control District:

Plumas County Flood Control & Water Conservation District
c/o Director of Public Works
1834 East Main Street
Quincy, CA 95971

Contractor:

Russell Reid
Feather River Community College
570 Golden Eagle Ave.
Quincy, CA 95971

19. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. There are no more promises, express or implied, between the parties, and each party covenants to act in good faith at all times during the term of this Agreement.

20. **Severability.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining portions shall continue to be valid and enforceable. In such an event, however, should any provision held to be invalid or unenforceable frustrate the purpose of this Agreement or render it meaningless, the Agreement shall be deemed cancelled.

EXECUTION

Flood Control District:

Tom Hunter

Date

Contractor:

Signature

Printed Name

Date