



**SAN JOAQUIN**  
— COUNTY —  
Greatness grows here.



## Department of Public Works

Kris Balaji, Director of Public Works

Fritz Buchman, Deputy Director/Development  
Alex Chetley, Interim Deputy Director/Engineering

Jim Stone, Deputy Director/Operations

Kristi Rhea, Manager of Strategic Initiatives

October 7, 2019

Board of Supervisors  
44 North San Joaquin Street, Suite 627  
Stockton, California 95202

Dear Board Members:

APPROVAL OF A MEMORANDUM OF UNDERSTANDING TO FORM A REGIONAL  
WATER MANAGEMENT GROUP  
(ALL DISTRICTS)

RECOMMENDATION:

It is recommended that the Board of Supervisors, by Board order:

1. Approve a Memorandum of Understanding (MOU) to form a regional water management group; and,
2. Authorize and direct the Chair of the Board of Supervisors to sign the MOU on behalf of the County.

REASONS FOR RECOMMENDATION:

Proposition 1 authorized \$510 million in grant funds Statewide to support implementation of projects identified in an Integrated Regional Water Management Plan (IRWMP) which meets California Department of Water Resources (DWR) requirements. Out of this total, \$31 million has been allocated to the San Joaquin River Hydrologic Region (Attachment A), of which \$6.5 million will be available within the area covered by the Eastern San Joaquin IRWMP. The Eastern San Joaquin IRWMP was prepared under direction of the Eastern San Joaquin County Groundwater Basin Authority (GBA). The GBA has been inactive and will be proposed to be terminated per mutual agreement of the members.

The existing 2014 East San Joaquin IRWMP needs to be updated per the most recent 2016 DWR guidelines. An MOU is proposed (Attachment B) to establish a regional water management group referred to as the Greater San Joaquin County Regional Coordinating Committee (Coordinating Committee), which will be responsible for updating and administering the IRWMP. Once the IRWMP has been updated (anticipated by spring 2020), MOU signatories will be eligible for State IRWM implementation grant funding. As of October 4, 2019, the following organizations have executed the MOU: South San Joaquin Irrigation District, South

Board of Supervisors -2-  
 Approval of a Memorandum of Understanding to Form a Regional Water Management Group. (All Districts)

Delta Water Agency, Central Delta Water Agency, Reclamation District 2074, North San Joaquin Water Conservation District, and the City of Lodi. Solicitation for the next round of this funding from Proposition 1 is anticipated in the summer of 2020.

FISCAL IMPACT:

Costs to develop the proposed MOU were funded through the Water Investigation Zone No. 2 (Zone 2) special district budget. Staff and consultant costs to update the IRWMP will be funded through the 2019-2020 Zone 2 budget. Costs for County staff participation in Coordinating Committee efforts will be funded through Zone 2. There are no net County costs associated with the recommended actions.

ACTION TO BE TAKEN FOLLOWING APPROVAL:

Following execution of the MOU, Public Works staff will work with the Coordinating Committee to update the 2014 IRWMP, which is expected to be completed by spring 2020.

Sincerely,



KRIS BALAJI, PMP, P.E.  
 Director of Public Works

KB:GP:me  
 WR-191037-ME2

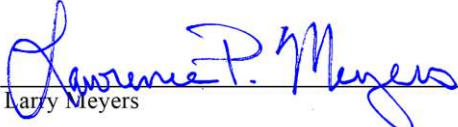
c: Board Clerk  
 October 22, 2019 Agenda

Reviewed by County Administrator's Office:

Reviewed by County Counsel's Office:

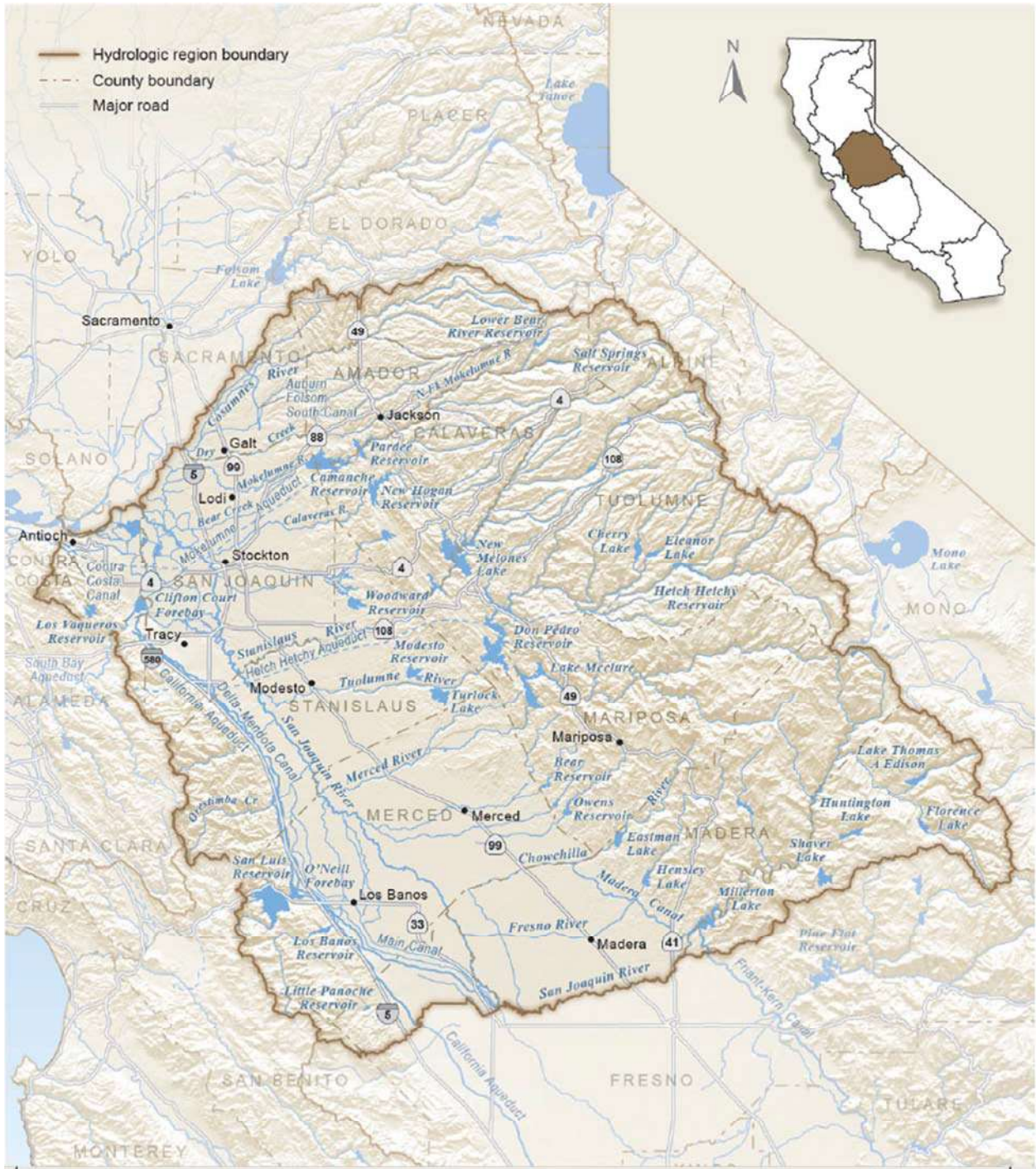
  
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 Larry Meyers

10/8/2019

Attachment A: San Joaquin River Hydrologic Region



Attachment: Map (5675 : PW - Form a Regional Water Management Group)

Before the Board of Supervisors  
County of San Joaquin, State of California

B-

APPROVAL OF A MEMORANDUM OF UNDERSTANDING TO FORM A REGIONAL WATER MANAGEMENT GROUP

THIS BOARD OF SUPERVISORS DOES HEREBY authorize and direct the Chair of the Board of Supervisors to execute the Memorandum of Understanding (MOU) to form a regional water management group.

I HEREBY CERTIFY that the above order was passed and adopted on by the following vote of the Board of Supervisors, to wit:

MOTION:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST: RACHÉL DeBORD  
Clerk of the Board of Supervisors  
County of San Joaquin,  
State of California

By: \_\_\_\_\_  
Deputy Clerk



Attachment: Board Order (5675 : PW - Form a Regional Water Management Group)



## MEMORANDUM OF UNDERSTANDING TO FORM A REGIONAL WATER MANAGEMENT GROUP

### 1 Purpose and Goals

The purpose of this Memorandum of Understanding (MOU) is to form a coordinating committee (hereinafter referred to as the "Greater San Joaquin County Regional Water Coordinating Committee" or "Coordinating Committee") of members that wish to participate in the Integrated Regional Water Management Planning (IRWMP). This MOU hereby creates the Coordinating Committee and sets forth the goals and the rules by which it will operate.

The goals of the Coordinating Committee are:

- To develop a comprehensive planning document to facilitate regional cooperation in providing water supply reliability, water recycling, water conservation, water quality improvement, stormwater capture and management, flood management, and environmental and habitat protection and improvement.
- To foster coordination, collaboration, and communication between Coordinating Committee organizations and interested stakeholders, to achieve greater efficiencies, enhance public services, and build public support for vital projects.
- To support the procurement of State and Federal grant funding.

### 2 Non-binding Nature

This MOU and participation in this MOU and IRWMP efforts are non-binding; a member may withdraw from participation at any time.

### 3 Coordinating Committee Membership

Any organization with an interest in IRWMP may join the Coordinating Committee. Members could include but are not limited to such organizations as: water agencies, conservation groups, agriculture representatives, community action groups, businesses, tribal groups, and land use entities.

### 4 Coordinating Committee Representation

Each Coordinating Committee member that is an organization will identify their lead representative for the Coordinating Committee and will attend Coordinating Committee meetings to make decisions. Coordinating Committee members may choose to identify one (1) alternate but they are encouraged to have the primary representative attend the Coordinating Committee meetings for consistency.

## 5 Joining and Leaving

To join the Coordinating Committee, a prospective member must notify the Coordinating Committee of their intent to join, then sign this MOU. To discontinue their participation in the Coordinating Committee a member may do so at any time by notifying the Coordinating Committee and signing the Notice of Withdrawal, at which point they will no longer be a member of the Coordinating Committee.

## 6 Decision-Making

At its inaugural meeting, the Coordinating Committee will initiate preparation of a decision-making charter outlining the process for making decisions. All signatories to the MOU will agree and adhere to the decision-making charter.

## 7 Financing

To be eligible for funding through many State programs, projects must be included in an IRWMP that conforms to the most recent Guidelines. San Joaquin County will provide the funding to update the Greater San Joaquin County IRWMP to conform to 2016 DWR IRWMP Guidelines.

To expedite the grant application process, San Joaquin County may provide initial funding for a consultant to develop grant applications. The total cost of the consultant and applications shall be shared by those entities with projects included in the grant applications. If an entity does not put forth a project for a grant application, that entity is not responsible for providing funding for that grant application. An entity seeking grant funding may also elect to be responsible for all application preparation costs and decline initial funding assistance from the County.

**SIGNATURE PAGE  
MEMORANDUM OF UNDERSTANDING  
GREATER SAN JOAQUIN COUNTY  
INTEGRATED REGIONAL WATER MANAGEMENT REGION**

\_\_\_\_\_

**Date**

\_\_\_\_\_

**Organization**

**Primary Representative**

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

**Secondary Representative**

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Attachment: MOU [Revision 2] (5675 : PW - Form a Regional Water Management Group)


IN WITNESS THEREOF, this Memorandum of Understanding has been executed by the parties hereto:

COUNTY OF SAN JOAQUIN,  
a political subdivision of the State of California

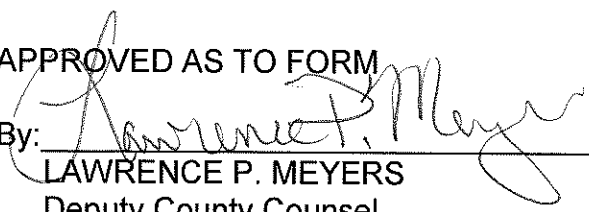
By: \_\_\_\_\_  
MIGUEL A. VILLAPUDUA  
Chair, Board of Supervisors  
County of San Joaquin County,  
State of California

By: \_\_\_\_\_  
RACHÉL DeBORD  
Deputy Clerk of the Board of Supervisors  
of the County of San Joaquin,  
State of California

RECOMMENDED FOR APPROVAL

By:  \_\_\_\_\_  
KRIS BALAJI, PMP, P.E.  
Director of Public Works

APPROVED AS TO FORM

By:  \_\_\_\_\_  
LAWRENCE P. MEYERS  
Deputy County Counsel

Attachment: MOU [Revision 2] (5675 : PW - Form a Regional Water Management Group)





**SAN JOAQUIN**  
— COUNTY —  
Greatness grows here.



## Department of Public Works

Kris Balaji, Director of Public Works

Fritz Buchman, Deputy Director/Development

Alex Chetley, Interim Deputy Director/Engineering

Jim Stone, Deputy Director/Operations

Kristi Rhea, Manager of Strategic Initiatives

October 4, 2019

Board of Supervisors  
44 North San Joaquin Street, Suite 627  
Stockton, California 95202

Dear Board Members:

APPROVE A LOCAL PROJECT SPONSOR AGREEMENT BY AND BETWEEN CONTRA COSTA WATER DISTRICT, MADERA COUNTY, MERCED IRRIGATION DISTRICT, SAN JOAQUIN COUNTY, SAN LUIS AND DELTA-MENDOTA WATER AUTHORITY, STANISLAUS COUNTY, REGIONAL WATER AUTHORITY, AND THE ENVIRONMENTAL JUSTICE COALITION FOR WATER FOR THE PROPOSITION 1 DISADVANTAGED COMMUNITY INVOLVEMENT GRANT PROGRAM (ALL DISTRICTS)

### RECOMMENDATION:

It is recommended that the Board of Supervisors, by Board Order:

1. Approve a Local Project Sponsor Agreement (Agreement) by and between Contra Costa Water District, Madera County, Merced Irrigation District, San Joaquin County, San Luis and Delta-Mendota Water Authority, Stanislaus County, Regional Water Authority, and the Environmental Justice Coalition for Water for the Proposition 1 Disadvantaged Community Involvement Grant Program; and,
2. Authorize and direct the Chair of the Board of Supervisors to sign the Agreement on behalf of the County; and,
3. Authorize the Director of Public Works or his designee to execute all documents related to the Agreement.

### REASONS FOR RECOMMENDATION:

Proposition 1, which was approved by California voters, authorized \$510 million in Integrated Regional Water Management (IRWM) grant funds to advance integrated, multi-benefit regional water projects. The Disadvantaged Community Involvement Program (DACIP) was one of the programs authorized under Proposition 1, which requires the Department of Water Resources

Board of Supervisors

-2-

Approve a Local Project Sponsor Agreement by and Between Contra Costa Water District, Madera County, Merced Irrigation District, San Joaquin County, San Luis and Delta-Mendota Water Authority, Stanislaus County, Regional Water Authority and the Environmental Justice Coalition for Water for the Proposition I Disadvantaged Community Involvement Grant Program. (All Districts)

(DWR) to expend no less than \$51 million (10 percent) Statewide for the purpose of ensuring involvement of Disadvantaged Communities (DACs), Economically Distressed Areas (EDAs), or underrepresented communities in IRWM planning efforts. These funds have been allocated by the state legislature on a funding area basis, and the San Joaquin River Hydrologic Region (SJRHR) has been allocated \$3.1 million. A map of the SJRHR is included as Attachment A.

The Local Project Sponsors, who are member agencies of various IRWM groups in the SJRHR, including Contra Costa Water District (CCWD), Madera County, Merced Irrigation District, San Joaquin County (County), San Luis and Delta Mendota Water Authority, Stanislaus County, Regional Water Authority, and the Environmental Justice Coalition for Water, have allocated these funds among themselves and are responsible to implement the DACIP within their respective jurisdictional areas. The sharing of grant funds was based on the number of projects that benefit DACs within each IRWM area and the readiness of the Local Project Sponsors to implement the DACIP projects.

On behalf of the Local Project Sponsors, CCWD submitted a proposal for the DACIP grant. On January 31, 2019, DWR and CCWD entered into Agreement No. 4600012737 (Grant Agreement, Attachment B) awarding CCWD a DACIP grant for \$3,100,000, to be expended from January 31, 2019 through July 31, 2022. In accordance with Paragraph 5 of the Grant Agreement, CCWD is to assign Local Project Sponsors to act on behalf of CCWD for the purposes of implementing the DACIP grant work plan within their respective jurisdictional areas.

CCWD has assigned to the County the Eastern San Joaquin Regional Planning Project (Project), which has been allocated \$148,000. The Project is a multi-pronged outreach and education approach that will be performed to increase DAC engagement in IRWM efforts in the Eastern San Joaquin sub-region. Grant funds will be used to develop projects that benefit DACs and may include California Environmental Quality Act documentation, design alternative analyses, and/or permitting. Potential projects plans could include design of drainage improvements for the community of Victor, a DAC that will likely need to reconfigure its drainage system in the near future to accommodate upcoming improvements to the North San Joaquin Water Conservation District facilities that the community currently utilizes, or improvements to the County Service Area 12 water system to reduce the impacts of high concentrations of manganese, which causes undesirable color, odor, and taste. In order for the County to receive grant funds from DWR via CCWD to implement the Project, the County must enter into a Local Project Sponsor Agreement with CCWD.

FISCAL IMPACT:

Through the Agreement, the County will receive grant funds in the amount of \$148,000. Any

Board of Supervisors

-3-

Approve a Local Project Sponsor Agreement by and Between Contra Costa Water District, Madera County, Merced Irrigation District, San Joaquin County, San Luis and Delta-Mendota Water Authority, Stanislaus County, Regional Water Authority and the Environmental Justice Coalition for Water for the Proposition I Disadvantaged Community Involvement Grant Program. (All Districts)

consultant costs to execute and administer the Project will be paid with grant funds. Staff cost associated with the Project will be funded through the 2019-2020 Water Investigation Zone No. 2 special district budget. There are no net County costs associated with the recommended actions.

ACTION TO BE TAKEN FOLLOWING APPROVAL:

Following the execution of the Agreement, staff will coordinate with CCWD and implement the Project.

Sincerely,



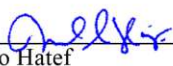
KRIS BALAJI, PMP, P.E.  
Director of Public Works

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WR-19I038-M2

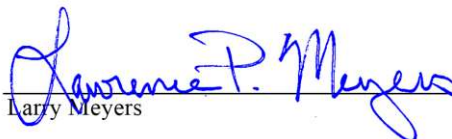
c: Board Clerk  
October 22, 2019 Agenda

Reviewed by County Administrator's Office:

Reviewed by County Counsel's Office:

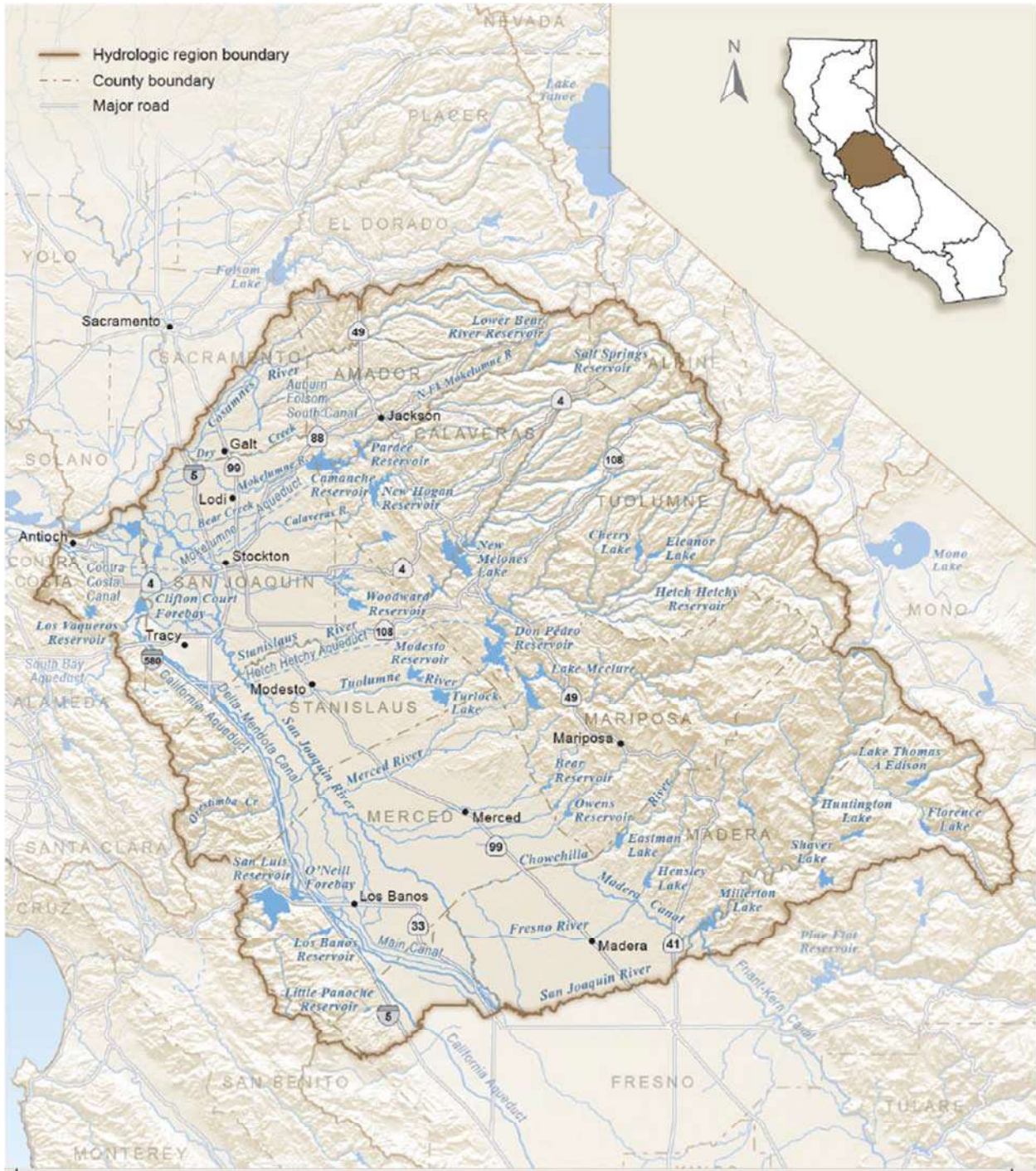
  
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10/7/2019

  
Larry Meyers

10/8/2019

Attachment A: San Joaquin River Hydrologic Region



Attachment: Map (5680 : PW - Proposition I Disadvantaged Community Involvement Grant Program)



# Before the Board of Supervisors

County of San Joaquin, State of California

B-

APPROVE A LOCAL PROJECT SPONSOR AGREEMENT BY AND BETWEEN CONTRA COSTA WATER DISTRICT, MADERA COUNTY, MERCED IRRIGATION DISTRICT, SAN JOAQUIN COUNTY, SAN LUIS AND DELTA-MENDOTA WATER AUTHORITY, STANISLAUS COUNTY, REGIONAL WATER AUTHORITY, AND THE ENVIRONMENTAL JUSTICE COALITION FOR WATER FOR THE PROPOSITION 1 DISADVANTAGED COMMUNITY INVOLVEMENT GRANT PROGRAM

THIS BOARD OF SUPERVISORS DOES HEREBY approve a Local Project Sponsor Agreement by and between Contra Costa Water District, Madera County, Merced Irrigation District, San Joaquin County, San Luis and Delta-Mendota Water Authority, Stanislaus County, Regional Water Authority, and the Environmental Justice Coalition for Water for the Proposition 1 Disadvantaged Community Involvement Grant Program; and,

FURTHER authorize the Chair of the Board of Supervisors to sign the Agreement; and,

FURTHER authorize the Public Works Director or his designee to execute all documents related to the Agreement.

I HEREBY CERTIFY that the above order was passed and adopted on \_\_\_\_\_ by the following vote of the Board of Supervisors, to wit:

MOTION:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST: RACHÉL DeBORD  
Clerk of the Board of Supervisors  
County of San Joaquin,  
State of California

By: \_\_\_\_\_  
Deputy Clerk



**LOCAL PROJECT SPONSOR AGREEMENT**  
**by and between**  
**CONTRA COSTA WATER DISTRICT, MADERA COUNTY, MERCED IRRIGATION DISTRICT,**  
**SAN JOAQUIN COUNTY, SAN LUIS & DELTA-MENDOTA WATER AUTHORITY, STANISLAUS COUNTY,**  
**REGIONAL WATER AUTHORITY, AND THE ENVIRONMENTAL JUSTICE COALITION FOR WATER**  
**Proposition 1 Disadvantaged Community Involvement Grant Program**

Through this Local Project Sponsor Agreement by and between Contra Costa Water District (CCWD), a California special district, Madera County, a California municipal corporation, Merced Irrigation District (Merced ID), a California special district, San Joaquin County Flood Control and Water Conservation District, a political agency in the County of San Joaquin, State of California, San Luis & Delta-Mendota Water Authority (SLDMWA), a joint exercise of powers authority, Stanislaus County, a California municipal corporation, Regional Water Authority, a joint exercise of powers authority, and The Environmental Justice Coalition For Water (EJCW), a non-profit organization in the State of California, collectively referred to as "Local Project Sponsors" or "parties," the parties hereby agree as follows:

Recitals:

- A. WHEREAS, on behalf of the Local Project Sponsors, who are member agencies of various Integrated Regional Water Management (IRWM) groups in the San Joaquin River Funding Area, CCWD submitted a proposal for a Proposition 1 IRWM grant from the State of California, Department of Water Resources (DWR), to help ensure the involvement of disadvantaged communities, economically distressed areas (EDAs), and underrepresented communities (URCs), collectively referred to as "DACs," in IRWM planning efforts; and
- B. WHEREAS, on January 31, 2019, DWR and CCWD entered into Agreement No. 4600012737 (Grant Agreement) awarding to CCWD a grant for Three Million One Hundred Thousand Dollars (\$3,100,000) in State funding (State Grant) for the Proposition 1 Disadvantaged Community Involvement Grant Program to be expended over the grant period that extends from January 31, 2019 until July 31, 2022 when the Work Plan will be completed and which is attached hereto and incorporated herein as Attachment A to this Local Project Sponsor Agreement; and
- C. WHEREAS, in accordance with Paragraph 5 Local Project Sponsor's Responsibility of the Grant Agreement, CCWD shall assign Local Project Sponsors to act on behalf of CCWD for the purposes of individual project management, oversight, compliance, and operations and maintenance for the purpose of implementing their respective component parts of the Work Plan (generically referred to as "Local Projects") included in the Grant Agreement; and
- D. WHEREAS, the Grant Agreement contains a Work Plan, Budget, and Schedule describing the responsibilities of each Local Project Sponsor and commitments thereof; and
- E. WHEREAS, CCWD will provide necessary financial and administration services associated with implementing the Grant Agreement and this Local Project Sponsor Agreement, including, but not limited to: negotiation and execution of the Grant Agreement and the Local Project Sponsor Agreement, coordination and submittal of quarterly invoices



and reports to DWR, coordination and submittal of a funding plan and accountability reports, as necessary, for advanced funding, coordination and submittal of a grant completion report, organization and performance of annual check-ins with Local Project Sponsors, coordination and submittal of Grant Agreement amendments as necessary, and general coordination with DWR and Local Project Sponsors throughout the term of the Grant Agreement; and

- F. WHEREAS, the process by which Local Project Sponsors will submit reimbursement requests to CCWD, and how CCWD will disburse the State Grant to Local Project Sponsors will be governed by this Local Project Sponsor Agreement; and
- G. WHEREAS, this Local Project Sponsor Agreement is intended to protect CCWD from liability for executing the Grant Agreement on behalf of the Local Project Sponsors.

NOW, THEREFORE, based on the foregoing recitals, it is hereby agreed between the parties as follows:

### **AGREEMENT**

The recitals set forth above constitute an integral part of this Agreement and are incorporated by this reference as if fully set forth herein.

#### **1. Term of Agreement**

This Local Project Sponsor Agreement shall commence and be effective, as between CCWD and a Local Project Sponsor, upon the date of its execution by both CCWD and that Local Project Sponsor. This Agreement will remain in effect so long as the Grant Agreement between CCWD and DWR is in effect, or until terminated by CCWD or the Local Project Sponsor pursuant to the terms of this Local Project Sponsor Agreement, or until the Grant Agreement is terminated by DWR or CCWD pursuant to the terms of the Grant Agreement.

Each Local Project Sponsor shall separately execute this Local Sponsor Agreement which shall at that time become effective as between that Local Agency Sponsor, CCWD, and any and all earlier executing Local Agency Sponsors.

#### **2. State Grant Share and Matching Funds**

CCWD will disburse up to Three Million One Hundred Thousand Dollars (\$3,100,000) of the State Grant in accordance with the amounts listed in Exhibit B Budget of the Grant Agreement. To be eligible to receive State Grant funds, Local Project Sponsors will implement the Local Projects as described in Exhibit A Work Plan of the Grant Agreement.

There are no matching funds required by the Grant Agreement; however, if modifications to the Grant Agreement occur such that matching funds are required, Local Project Sponsors will provide and document the matching funds in accordance with the Grant Agreement.

Pursuant to DWR requirements as described more fully in Attachment A to this Agreement, Local Project Sponsors may invoice CCWD for grant share reimbursement for eligible costs incurred after the January 22, 2016 in their first invoice. Subsequent invoices will include costs incurred by Local Project Sponsors during the reporting quarter. If total Local Project costs exceed that provided by the State Grant, any additional funding match necessary to complete the Local Project will be documented by Local Project Sponsor in the Final Project Report (described in Paragraph 5 Reporting).

### **3. Obligations of Local Project Sponsors**

Local Project Sponsors are, and at all times will continue to be, in full compliance with the terms and conditions of the Grant Agreement that are applicable to them as a sub-recipient of the State Grant. In accordance with the Grant Agreement, Local Project Sponsors shall act on behalf of CCWD in the fulfillment of CCWD's responsibilities specified in the Grant Agreement. Local Project Sponsors understand and agree that for purposes of the foregoing, any requirements and responsibilities imposed upon CCWD as Grantee under the Grant Agreement are hereby passed-through to, and adopted by Local Project Sponsors, as obligations of the Local Project Sponsors, excepting only CCWD's obligations as defined in Paragraph 4 of this Local Project Sponsor Agreement. Further, the Local Project Sponsors acknowledge and agree to comply with any requirements directly imposed on the Local Project Sponsors under the Grant Agreement.

Local Project Sponsors must maintain all financial records associated with the total project cost of their respective Local Projects for inclusion in the Final Project Report.

Local Project Sponsors shall not cause CCWD to be in violation of the Grant Agreement, whether by act or omission.

Local Project Sponsors shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, now existing and as such may change from time-to-time. Any such laws, rules, regulations, ordinances, and directives required thereby to be included in the Grant Agreement or this Local Project Sponsor Agreement are incorporated herein by reference.

### **4. Obligations of Contra Costa Water District**

CCWD shall disburse State Grant funds as required or permitted by the Grant Agreement. Notwithstanding the foregoing, CCWD is not obligated to disburse any State Grant funds to Local Project Sponsors and is not obligated to disburse any other funds until such are authorized and disbursed from DWR to CCWD in accordance with the Grant Agreement requirements.

CCWD will promptly notify Local Project Sponsors of any notices given or actions taken by DWR if such notices or actions are likely to affect the Local Project Sponsors' performance, duties, obligations or funding under this Local Project Sponsor Agreement, including but not limited to notices from DWR regarding Local Project Sponsor invoices under Paragraph 9 of the Grant Agreement or alleged default by the Local Project Sponsor under Paragraph 12 of the Grant Agreement.

Commencing with DWR's award of the State Grant on July 30, 2018 and continuing until termination of the Grant Agreement, CCWD will undertake and complete all administrative and

management responsibilities under the Grant Agreement that are not related solely to Local Projects. CCWD has incurred, and will continue to incur, costs for administrative and management responsibilities under the Grant Agreement that are not related solely to Local Projects. At the time of original execution of the Grant Agreement, the State Grant allocates One Hundred Eighty Thousand Six Hundred Fifty Nine Dollars (\$180,659) for Grant Agreement and Local Project Sponsor Agreement administration by CCWD in accordance with the requirements of the Grant Agreement. At any time during the Grant Agreement term, if CCWD determines that assigned funds are insufficient to cover direct expenses incurred by CCWD in administration of the Grant Agreement, CCWD will prepare an estimate of additional costs and submit to the Local Project Sponsors for review. Up to \$51,841 in additional State funds (for a total of \$232,500 or 7.5% of total Grant Agreement funds) from the Grant Agreement budget shall be made available to CCWD to cover administrative costs, subject to justification and provision of supporting documentation.

## 5. Reporting

In accordance with the terms of the Grant Agreement, CCWD is obligated to submit reports to DWR throughout the term of the Grant Agreement. As such, Local Project Sponsors will provide CCWD with the required data for the Local Project(s) for which each Local Project Sponsor is responsible in accordance with the reporting and submittal requirements described in this section. Notwithstanding the reporting schedule described in this section, CCWD may, at any time, request any additional information from Local Project Sponsors pursuant to any Grant Agreement modification or that may be deemed necessary by CCWD in its sole discretion to provide adequate and sufficient documentation of Local Project status for the purposes of meeting the reporting requirements in the Grant Agreement.

All documentation and reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to State. Reports shall be presented in the formats described in the applicable portion of Exhibit G of the Grant Agreement.

- a) Quarterly Progress Reports: On a quarterly basis, CCWD will prepare a Progress Report and submit it to DWR in accordance with the terms of the Grant Agreement. On a quarterly schedule established by CCWD, Local Project Sponsors will provide CCWD with the required documentation for their respective Local Projects in electronic format using a Progress Report template developed by CCWD. Progress Reports shall provide a brief description of the work performed during the reporting period, including: Local Project Sponsor activities, estimate of percent of work complete, milestones achieved, accomplishments, concerns or problems encountered, work anticipated for the next reporting period, and updated schedule or budget inclusive of any changes that have occurred.

Quarterly Progress Reports will be submitted according to the following process:

- i. CCWD will request quarterly Progress Report documentation from Local Project Sponsors, who will submit their documentation electronically to CCWD by the fifteenth day (15<sup>th</sup>) of the calendar month following the end of each quarter.
- ii. By the twenty-fifth (25<sup>th</sup>) day of the same calendar month, CCWD will prepare and distribute a draft quarterly Progress Report to the Local Project Sponsors for review, which shall include a detail of CCWD's work performed for the quarter.

- iii. Local Project Sponsors will provide written corrections to CCWD within five (5) business days of receipt of CCWD's draft quarterly Progress Report.
  - iv. Within three (3) business days of receipt of timely corrections or approval from Local Project Sponsors, CCWD will incorporate any corrections and submit the final quarterly Progress Report to DWR pursuant to its obligations under the Grant Agreement.
- b) **Accountability Report (for Advanced Funding):** If Local Project Sponsors request Advanced Funding through the procedures described in Paragraph 6 of this Local Project Sponsor Agreement and in Paragraph 9.b of the Grant Agreement, Local Project Sponsors must prepare and submit, on a quarterly basis consistent with submittal of the Progress Report, an Accountability Report that includes the following information:
- i. Includes an itemization of how advanced funds have been expended to date (Expenditure Summary), including documentation that supports the expenditures (e.g. contractor invoices, receipts, personnel hours, etc.). Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B Budget of the Grant Agreement.
  - ii. Includes a funding plan that shows how the remaining advanced funds will be spent.
  - iii. Documents that the advanced funds were spent on eligible reimbursable costs.
- c) **Final Report:** Pursuant to the Grant Agreement, CCWD will submit a Final Report within ninety (90) days of completion of Local Projects in the Grant Agreement. The Final Report must include a Local Project Sponsor summary; description of involvement activities and the projects developed from those activities; discussion of findings from the needs assessment, identification of ongoing barriers, and recommendations for future activities; and a list of references. Local Project Sponsors will provide CCWD with the necessary project documentation for their respective Local Projects and will review drafts of the Final Report as requested by CCWD.
- d) **Post-Performance Reports:** The Grant Agreement describes the requirements for submittal of Post-Performance Reports. However, it is not anticipated that post-performance reports will be a requirement of this program. If Post-Performance Reports are required, Local Project Sponsors will prepare Post-Performance Reports for their respective Local Projects in accordance with the requirements of the Grant Agreement.

Failure of an individual Local Project Sponsors to meet these reporting deadlines constitutes a breach of this Local Project Sponsor Agreement and may cause noncompliance with the requirements of the Grant Agreement. Each Local Project Sponsor will continue to report its activities throughout the State Grant period until the project is completed.

## **6. Method of Payment**

Pursuant to the Grant Agreement, there are two methods of payment available to CCWD, and thereby to Local Project Sponsors, including (a) reimbursement and (b) advanced payment. Both methods require that Local Project Sponsors submit only costs that are eligible project costs as specified in the Grant Agreement. DWR may withhold a percentage of payment on each quarterly invoice ("retention") of up to 5% of the invoice amount. If a percentage of grant funds is withheld

by DWR for any Local Project in the Grant Agreement, CCWD may withhold the same percentage from payment on Local Project Sponsors' invoices.

- a) Reimbursement – Reimbursement is the typical payment method for state grants and involves invoicing and repayment of project costs in arrears. Reimbursement will be the default payment method for State Grant funds, unless Local Project Sponsors are eligible for and elect for Advanced Payment.

Under the Reimbursement method of payment, CCWD will solicit invoices for eligible project costs at the same frequency and timing as the quarterly Progress Reports described in Paragraph 5 of this Local Project Sponsor Agreement. CCWD will solicit invoices no more than quarterly. Along with any and all invoices submitted to CCWD, Local Project Sponsors must also submit backup documentation that sufficiently supports claimed costs. If invoice and sufficient backup documentation is not received by CCWD from the Local Project Sponsor by the timing specified in Paragraph 5, the individual Local Project Sponsor invoice(s) will not be included in the submittal to DWR and payment of the Local Project Sponsor costs will be delayed until a future quarter. CCWD will remit payment of Local Project Sponsors' invoice(s) within thirty (30) business days of receipt of State Grant funds from DWR. CCWD will remit payment of withheld retention, if applicable, to Local Project Sponsor(s) within thirty (30) business days of receipt of retained State Grant funds from DWR.

Invoices submitted to CCWD, and thereafter by CCWD to DWR, for Reimbursement shall include the information specified in Paragraph 9 Method of Payment in the Grant Agreement.

- b) Advanced Payment – Advanced Payment method provides financial flexibility to Local Project Sponsors that opt to have access to State Grant funding prior to or immediately following incurrence of project costs. Water Code §10551 authorizes advanced payment by State for projects that are sponsored by a nonprofit organization, a DAC, or the Local Project Sponsor of a project that benefits a DAC. If Local Projects are awarded less than \$1,000,000 in grant funds, the Local Project Sponsors may receive an advanced payment of 50% of the grant award; the remaining 50% of the grant award will be reimbursed in arrears.

**i. Advanced Funding Request to DWR**

Within fifteen (15) calendar days after execution of the Grant Agreement, CCWD will notify Local Project Sponsors of their eligibility to receive Advanced Payment funding.

Within fifteen (15) calendar days after the above notice is provided by CCWD, Local Project Sponsors must elect whether or not to participate in the Advanced Payment option. Local Project Sponsors that request the Advanced Payment option shall submit with its request the following information:

1. A Funding Plan which shows how the advanced funds will be expended within 18 months of this Grant Agreement's execution. (i.e., for what, how much, and when)
2. A discussion of the Local Project Sponsor's financial capacity to complete the project once the advanced funds have been expended.



Within ninety (90) calendar days after execution of the Grant Agreement, CCWD may submit to DWR an Advanced Payment Request in accordance with the requirements of the Grant Agreement. The Advanced Payment Request will include the Local Project Sponsors' requests and Funding Plans. The Advanced Payment Request will also include an Advanced Payment invoice, prepared by CCWD with input from Local Project Sponsors and in accordance with the requirements in the Grant Agreement, containing the funding request for each qualified Local Project. In accordance with the Grant Agreement, DWR will authorize payment of the advanced funds to CCWD within sixty (60) calendar days of receiving the Advanced Payment invoice.

**ii. Local Project Sponsor Advanced Funding Requests to CCWD**

Advanced Funding is available to Local Project Sponsors for eligible work consistent with the Grant Agreement. CCWD will accept requests for Advanced Funding from Local Project Sponsors on a quarterly basis. Local Project Sponsors may request Advanced Funding for eligible project costs at the same frequency and timing as the quarterly Progress Reports described in Paragraph 5 of this Local Project Sponsor Agreement. A request for Advanced Funding from a Local Project Sponsor to CCWD must include:

1. A copy of the quarter's Accountability Report prepared by the Local Project Sponsor.
2. A written description of the tasks or subtasks in Exhibit A of the Grant Agreement for which the Advanced Funding will pay.
3. A schedule and supporting description of the timeline for completion of the work for which the Advanced Funding will pay.
4. If costs for which Advanced Funding is requested have already been incurred, copies of all invoices and services agreements that support project costs.

**iii. Payment of Advanced Funding to Local Project Sponsors**

In accordance with the Grant Agreement, CCWD is responsible for the timely distribution of Advanced Funding to individual Local Project Sponsors. CCWD will not distribute Advanced Payment funding to individual Local Project Sponsors that are not party to a Local Project Sponsor Agreement.

CCWD will remit payment of Advanced Funding to Local Project Sponsors that have requested it pursuant to Paragraph 6.b.ii. within thirty (30) calendar days of receipt of the Advanced Funding from DWR. If there is a delay by CCWD in payment of the requested Advanced Funding to Local Project Sponsors, CCWD will communicate the delay to Local Project Sponsors.

Once CCWD and Local Projects Sponsors have expended all advanced funds, then the method of payment will revert to the Reimbursement process specified in Paragraph 6.a) of this Local Project Sponsor Agreement and relevant sections of the Grant Agreement. Local Project Sponsor(s) must utilize all Advanced Funding and provide to CCWD supporting documentation of the disbursement of Advanced Funding, or repay any portion of the advanced funds as may be appropriate, before CCWD will remit any further grant funding allocated to the Local Project Sponsor(s) under the Grant Agreement.



#### **iv. Additional Reporting for Advanced Funding**

On a quarterly basis, to coincide with submittal of quarterly Progress Reports described in Paragraph 5 of this Local Project Sponsor Agreement, Local Project Sponsors will submit to CCWD, and thereafter CCWD will submit to DWR, an Accountability Report prepared in accordance with the reporting requirements of the Grant Agreement and Paragraph 5.b) of this Local Project Sponsor Agreement. For their respective Local Projects, Local Project Sponsors shall provide CCWD with sufficient documentation and data to meet the reporting requirements of the Accountability Report. If CCWD or DWR finds that any portion or portions of the expenditures claimed in the Accountability Report are not eligible costs or consistent with the tasks in Exhibit A of the Grant Agreement, CCWD or DWR will reject the claim and remove the proposed project costs from the Accountability Report.

If Advanced Funding is disbursed by CCWD to a Local Project Sponsor prior to costs being incurred, upon completion of the work and incurrence of project costs for which Advanced Funding was used, Local Project Sponsors shall provide CCWD with invoices, services agreements, and/or other supporting documentation that supports incurred costs. CCWD will review documentation provided by Local Project Sponsors to confirm that work performed is consistent with the Local Project Sponsor's Accountability Report and Advanced Funding request, and CCWD will include the documentation in a quarterly report to DWR.

#### **v. Conditions for Repayment of Advances**

The Grant Agreement contains provisions and requirements for repayment of advances that apply to CCWD and therefore to Local Project Sponsors, in accordance with the relationship and responsibilities developed by and between CCWD and Local Project Sponsors by execution of this Local Project Sponsor Agreement. If the State demands repayment of all or any portion of the Advanced Funding pursuant to the conditions described in Paragraph 10 of the Grant Agreement, Local Project Sponsors, inclusive of CCWD, will be responsible for repayment of the specified Advanced Funding amounts to the State for the Advanced Funds, along with interest, that have been disbursed to the Local Project Sponsor.

If conditions arise that result in termination of this Local Project Sponsor Agreement pursuant to Paragraph 18 of this agreement, or if an individual Local Project Sponsor terminates its participation in this agreement pursuant to the same paragraph, all Advanced Funding previously paid by CCWD to the Local Project Sponsor(s), irrespective of work completed, must be returned to CCWD in a single payment within three (3) months of the termination activity.

Notwithstanding anything to the contrary in this Agreement, each Local Project Sponsor shall defend, indemnify and hold harmless CCWD, its members, elected and appointed officers, employees, and agents from any and all liability, actions, claims, costs, and expenses, including attorneys' fees, related to that Local Project Sponsor's failure to comply with any repayment request or requirement imposed by DWR. The Parties to this Agreement hereby acknowledge and agree that in the event that one or more Local Agency Sponsors receiving advanced funding fail to comply with any repayment request or requirement imposed by DWR pursuant to this Agreement or the Grant

Agreement and DWR subsequently makes a demand for repayment of all or a portion of the advanced funds provided pursuant to the Grant Agreement, CCWD may, in its sole discretion, seek reimbursement or repayment from all Local Agency Sponsors receiving advanced funding, including CCWD, on an equal share basis of the repayment demand by DWR, regardless of whether the Local Agency Sponsor receiving advanced funding is in default. CCWD shall first make reasonable efforts to seek repayment from the defaulting Local Agency Sponsor or Sponsors consistent with its obligations pursuant to Paragraph 4 of this Agreement.

## 7. Third Party Beneficiaries

If more than one Local Project Sponsor Agreement is executed between CCWD and responsible agencies identified in the Grant Agreement, Local Project Sponsors acknowledge and affirm that every other responsible agency specified in the Grant Agreement is a third party beneficiary of this Local Project Sponsor Agreement and that Local Project Sponsors of this agreement are third party beneficiaries of every other Local Project Sponsor Agreement executed for the purposes of implementing the Grant Agreement.

## 8. Communication

All notices or notifications under this Local Project Sponsor Agreement shall be in writing addressed to the persons set forth in this section.

All notices or notifications to CCWD shall be sent to:

Maggie Dutton  
Contra Costa Water District  
P.O. Box H20  
Concord, CA 94524  
Email: mdutton@ccwater.com

All notices or notifications to Madera County shall be sent to:

Jeannie Habben  
Madera County  
200 West Fourth St.  
Madera, CA 93637  
Email: jeannie.habben@maderacounty.com

All notices or notifications to Merced ID shall be sent to:

Hicham Eltal  
Merced Irrigation District  
744 W 20th St  
Merced, CA 95340  
Email: heltal@mercedid.org

All notices or notifications to San Joaquin County Flood Control and Water Conservation District shall be sent to:

Brandon Nakagawa  
San Joaquin County  
P.O. Box 1810  
Stockton, CA 95201-3018  
Email: bnakagawa@sjgov.org

All notices or notifications to SLDMWA shall be sent to:

Andrew Garcia  
San Luis & Delta Mendota Water Authority  
P.O. Box 2157  
Los Banos, CA 93635  
Email: andrew.garcia@sldmwa.org

All notices or notifications to Stanislaus County shall be sent to:

Dhyan Gilton  
Stanislaus County  
1010 Tenth Street, Suite 4200  
Modesto, CA 95354  
Email: giltond@stancounty.com

All notices or notifications to Regional Water Authority shall be sent to:

Rob Swartz  
Regional Water Authority  
5620 Birdcage St #180  
Citrus Heights, CA 95610  
Email: rswartz@rwah2o.org

All notices or notifications to EJCW shall be sent to:

Colin Bailey  
Environmental Justice Coalition for Water  
PO Box 188911  
Sacramento, CA 95818-8911  
Email: colin@ejcw.org

## 9. Flow Through of Specific Grant Requirements

Participants will comply with all applicable provisions of the Local Project Sponsor Agreement and Grant Agreement.

## 10. Inspection of Records

Pursuant to the Grant Agreement, DWR is entitled to inspect and make copies of any records pertaining to the program and Local Project Sponsors are required to make available for such inspection accurate records of all costs, disbursements, and documentation as necessary to

comply with the requirements of the Grant Agreement. Local Project Sponsors hereby expressly agree to comply with these requirements.

### **11. Indemnification**

CCWD shall defend, indemnify, and hold Local Project Sponsors and their respective members, elected and appointed officers, employees, and agents harmless from any and all liability, actions, claims, costs, and expenses, including attorneys' fees, caused by the willful misconduct or sole negligence of CCWD, its officers, directors, agents, or employees in CCWD's performance under this Local Project Sponsor Agreement, except to the extent caused by the negligent acts, errors, or omissions of Local Project Sponsors, their officers, agents, or employees.

A Local Project Sponsor shall defend, indemnify, hold CCWD and other Local Project Sponsors and their respective members, elected and appointed officers, employees, and agents harmless from any and all liability, actions, claims, costs, and expenses, including attorneys' fees, caused by the willful misconduct or the negligent acts, errors, or omissions of that specific Local Project Sponsor, their officers, directors, agents, or employees in that specific Local Project Sponsors' performance under this Local Project Sponsor Agreement, except to the extent caused by the sole negligence or willful misconduct of CCWD, its officers, agents, or employees.

### **12. Breach**

Non-compliance by any Local Project Sponsors with any applicable provision of this Local Project Sponsor Agreement or the Grant Agreement, including but not limited to Section 12 Default Provisions, shall constitute a breach of this Local Project Sponsor Agreement. The waiver by either party of a breach of any provision of this Local Project Sponsor Agreement by the other, or by the State with regard to the Grant Agreement shall not operate or be construed as a waiver of any subsequent breach.

### **13. Dispute Resolution**

The parties to this Local Project Sponsor Agreement shall meet promptly to address any dispute that may arise and make a good faith effort to negotiate a resolution. The use by any party of any remedy specified herein for the enforcement of this Local Project Sponsor Agreement is not exclusive and shall not deprive any party of, or limit the application of, any other remedy provided by law.

### **14. Governing Law**

This Local Project Sponsor Agreement, its construction, and all work performed under it shall be governed by the laws of the State of California. Venue shall be proper only in the Superior Court of Contra Costa County.

### **15. Severability**

If any provision of this Local Project Sponsor Agreement is held invalid or unenforceable by a court of final jurisdiction, all other provisions of this Local Project Sponsor Agreement shall be remain valid and in force and be construed in such a manner so as to affect the original intent of the parties to the maximum extent possible.

## 16. Amendment

This Local Project Sponsor Agreement may be changed only by a written amendment duly signed all parties to this Local Project Sponsor Agreement.

Any amendment to the Grant Agreement made pursuant to the Standard Condition D.4 of the Grant Agreement, including amendment to the terms, requirements, work plan, budget, schedule, or exhibits of the Grant Agreement, will thereafter apply in full to this Local Project Sponsor Agreement. If an amendment to the Grant Agreement conflicts with the content of this Local Project Sponsor Agreement, the Local Project Sponsor Agreement shall be amended to remedy such conflicts.

## 17. Entire Agreement

This Local Project Sponsor Agreement, together with the attachments hereto, is the complete and exclusive statement of understanding between the parties, and supersedes any and all previous understandings or agreements, whether written or oral, and all communications between the parties relating to the subject matter of this Local Project Sponsor Agreement.

## 18. Termination

A Local Project Sponsor may, at any time and without cause, terminate its individual participation in this Local Project Sponsor Agreement by providing written notice to CCWD of its termination. Notwithstanding any other provision of this Local Project Sponsor Agreement, if an individual Local Project Sponsor terminates its participation in this Local Project Sponsor Agreement, it shall not under any circumstances be responsible or liable for disrupting or discontinuing the disbursement of the State Grant funds allocated to other agencies as described in the Grant Agreement.

Upon the effectiveness of a Local Project Sponsor's termination of its participation in this Local Project Sponsor Agreement, that Local Project Sponsor's remaining allocation of the grant funds, if any, will be redistributed to the remaining parties in accordance with this Local Project Sponsor Agreement and the Grant Agreement. Any Local Project Sponsor terminating its participation in this Local Project Sponsor Agreement must continue to comply with the reporting obligations to CCWD, as described in Paragraph 5 of this Local Project Sponsor Agreement and in the Grant Agreement.

This Local Project Sponsor Agreement will remain in full force and effect as to the Local Project Sponsors that do not terminate their participation in the Local Project Sponsor Agreement.

The provisions of Paragraph 9 in this Local Project Sponsor Agreement shall survive termination of this Local Project Sponsor Agreement and shall remain in force through the later of the termination date of the Grant Agreement or when grant closeout activities are completed.

## 19. Successors and Assigns

This Local Project Sponsor Agreement and all of its provisions shall apply to and bind the successors and assigns of each and every party to this Local Project Sponsor Agreement. Local Project Sponsors shall not assign their rights or delegate their duties under this Local Project Sponsor

Agreement. Any attempted assignment or delegation shall be null and void, and constitute a material breach of this Local Project Sponsor Agreement.

## **20. Priority of Documents**

The provisions of the Grant Agreement shall prevail over provisions of this Local Project Sponsor Agreement.

## **21. Counterpart Signatures**

This Local Project Sponsor Agreement may be executed in counterparts each of which shall be deemed to be an original but all of which taken together shall constitute one and the same Local Project Sponsor Agreement.

IN WITNESS THEREOF, this Local Project Sponsor Agreement has been executed by the parties hereto:



**CONTRA COSTA WATER DISTRICT**

\_\_\_\_\_  
By: Jeff Quimby, Director of Planning

Dated: \_\_\_\_\_

**MADERA**

**COUNTY**

\_\_\_\_\_  
By: Tom Wheeler, County Supervisor,  
Madera RWMG Chairperson

Dated: \_\_\_\_\_

Attachment: Agreement [Revision 1] (5680 : PW - Proposition I Disadvantaged Community Involvement Grant Program)

**MERCED            IRRIGATION            DISTRICT**

\_\_\_\_\_  
By: Hicham Eltal, Deputy General  
Manager

Dated: \_\_\_\_\_

COUNTY OF SAN JOAQUIN  
a political subdivision of the State of California

\_\_\_\_\_  
By: MIGUEL A. VILLAPUDUA,  
Chair, Board of Supervisors of the County  
of San Joaquin, State of California


Dated: \_\_\_\_\_

**ATTEST**

\_\_\_\_\_  
By: RACHÉL DeBORD, Clerk, Board of  
Supervisors of the County of San Joaquin,  
State of California

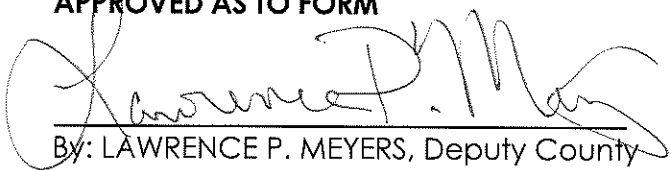
Dated: \_\_\_\_\_

**RECOMMENDED FOR APPROVAL**

  
\_\_\_\_\_  
By: KRIS BALAJI, PMP, P. E., Director of  
Public Works

Dated: \_\_\_\_\_

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
By: LAWRENCE P. MEYERS, Deputy County  
Counsel

Dated: \_\_\_\_\_

Attachment: Agreement [Revision 1] (5680 : PW - Proposition I Disadvantaged Community Involvement Grant Program)

**SAN LUIS & DELTA-MENDOTA WATER  
AUTHORITY**

\_\_\_\_\_  
By: Frances Mizuno, Interim Executive  
Director

Dated: \_\_\_\_\_

Attachment: Agreement [Revision 1] (5680 : PW - Proposition I Disadvantaged Community Involvement Grant Program)

**STANISLAUS COUNTY**

By: \_\_\_\_\_  
David A. Leamon, Public Works  
Director

Dated: \_\_\_\_\_



**REGIONAL WATER AUTHORITY**

By: \_\_\_\_\_  
John Woodling, Executive Director

Dated: \_\_\_\_\_

Attachment: Agreement [Revision 1] (5680 : PW - Proposition I Disadvantaged Community Involvement Grant Program)

**THE ENVIRONMENTAL JUSTICE  
COALITION FOR WATER**

\_\_\_\_\_  
By: Colin Bailey, Executive Director

Dated: \_\_\_\_\_

**Attachment A  
DWR Grant Agreement**

**Attachment: Agreement [Revision 1] (5680 : PW - Proposition I Disadvantaged Community Involvement Grant Program)**

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES) AND  
CONTRA COSTA WATER DISTRICT  
AGREEMENT NUMBER 4600012737  
2016 PROPOSITION 1 INTEGRATED REGIONAL WATER MANAGEMENT (IRWM) DISADVANTAGED  
COMMUNITY INVOLVEMENT GRANT  
CALIFORNIA WATER CODE § 79740 ET SEQ.**

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

1. PURPOSE. State shall provide funding from the Water Quality, Supply and Infrastructure Improvement Act of 2014 (Proposition 1) to Grantee to assist in financing projects associated with the San Joaquin River Funding Area pursuant to Chapter 7 (commencing with §79740) of Division 26.7 of the California Water Code, hereinafter collectively referred to as "IRWM Program." A "project" is defined as a group of activities as set forth in Exhibit A (Work Plan).
2. TERM OF GRANT AGREEMENT. The term of this Grant Agreement begins on the date this Grant Agreement is executed by State, and terminates on July 31, 2022 or when all of the Parties' obligations under this Grant Agreement are fully satisfied, whichever occurs earlier. Execution date is the date the State signs this Grant Agreement.
3. GRANT AMOUNT. The maximum amount payable by the State under this Grant Agreement shall not exceed \$3,100,000.
4. GRANTEE'S RESPONSIBILITY. Grantee and its representatives shall:
  - a) Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Exhibit B (Budget) and Exhibit C (Schedule).
  - b) Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for Water Quality, Supply and Infrastructure Improvement, Act of 2014 financing.
  - c) Comply with all applicable California laws and regulations.
  - d) Implement the projects in accordance with applicable provisions of the law.
  - e) Fulfill its obligations under the Grant Agreement, and be responsible for the performance of the projects.
5. LOCAL PROJECT SPONSOR'S RESPONSIBILITY. Grantee shall assign Local Project Sponsors to act on behalf of Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. Local Project Sponsors shall be assigned in accordance with the participating agencies identified in the San Joaquin River Funding Area Disadvantaged Community Involvement grant proposal. Exhibit F identifies Local Project Sponsors. Local Project Sponsors shall also act on behalf of Grantee in the fulfillment of Grantee responsibilities where specifically specified in this Grant Agreement.
6. BASIC CONDITIONS. State shall have no obligation to disburse money for projects under this Grant Agreement until Grantee has satisfied the following conditions (if applicable):
  - a) Grantee must demonstrate the groundwater compliance options set forth on pages 11 and 12 of the IRWM Program Guidelines, dated July 2016 are met.
  - b) Grantee submits deliverables as specified in Paragraph 17 of this Grant Agreement and in Exhibit A.

- c) Prior to the commencement of construction or implementation activities, Grantee shall submit the following to the State for each project:
- 1) Final plans and specifications certified by a California Registered Professional (Civil Engineer or Geologist, as appropriate) for the approved projects as listed in Exhibit A of this Grant Agreement.
  - 2) Environmental Documentation:
    - i) Grantee submits to the State all applicable environmental permits,
    - ii) Documents that satisfy the CEQA process are received by the State,
    - iii) State has completed its CEQA compliance review as a Responsible Agency, and
    - iv) Grantee receives written concurrence from the State of Lead Agency's CEQA documents and State notice of verification of environmental permit submittal.

State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, State will consider the environmental documents and decide whether to continue to fund the projects or to require changes, alterations or other mitigation. Grantee must also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act by submitting copies of any environmental documents, including environmental impact statements, Finding of No Significant Impact, and mitigation monitoring programs as may be required prior to beginning construction/implementation.

7. DISBURSEMENT OF FUNDS. State will disburse to Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation.
8. ELIGIBLE PROJECT COST. Grantee shall apply State funds only to Eligible Project Costs in accordance with applicable provisions of the law. Work performed on the projects after January 22, 2016, shall be eligible for reimbursement.

Costs that are not eligible for reimbursement include, but are not limited to the following items:

- a) Operation and maintenance costs.
- b) Purchase of equipment that is not an integral part of a project.
- c) Establishing a reserve fund.
- d) Purchase of water supply.
- e) Replacement of existing funding sources for ongoing programs.
- f) Support of existing agency requirements and mandates (e.g., punitive regulatory agency requirement).
- g) Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies.
- h) Payment of principal or interest of existing indebtedness or any interest payments unless the debt is incurred after execution of this Grant Agreement, the State agrees in writing to the eligibility of the costs for reimbursement before the debt is incurred, and the purposes for

which the debt is incurred are otherwise eligible costs. However, this will only be allowed as Grantee Cost Share (i.e., Funding Match).

- i) Payment of stipends
- j) Application preparation costs for other funding opportunities not consistent with IRWM.
- k) Meals not directly related to travel.
- l) Acquisition of real property (land or easements).
- m) Overhead not directly related to the project.

## 9. METHOD OF PAYMENT.

- a) **Reimbursement** – Submit a copy of invoice for costs incurred and supporting documentation to the DWR Project Manager via Grant Review and Tracking System (GRanTS). Additionally, the original invoice form with signature and date (in ink) of Grantee's Project Representative, as indicated in Paragraph 23 of this Grant Agreement, must be sent to the DWR Project Manager for approval. Invoices submitted via GRanTS shall include the following information:
- 1) Costs incurred for work performed during the period identified in the particular invoice.
  - 2) Invoices shall be submitted on forms provided by State and shall meet the following format requirements:
    - i) Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
    - ii) Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
    - iii) Sufficient evidence (e.g., receipts, copies of checks, time sheets) as determined by the State must be provided for all costs included in the invoice.
    - iv) DWR Project Manager will notify Grantee, in a timely manner, when, upon review of an invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or are not supported by documentation or receipts acceptable to State. Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to State to cure such deficiency(ies). After the disbursement requirements in Paragraph 6 "Basic Conditions" are met, State will disburse the whole or portions of State funding to Grantee, following receipt from Grantee via U.S. mail or Express mail delivery of a "wet signature" invoice for costs incurred, and timely Quarterly Progress Reports as required by Paragraph 17 "Submission of Reports." Payment will be made no more frequently than monthly, in arrears, upon receipt of an invoice bearing the Grant Agreement number.
- b) **Advanced Payment** – Water Code § 10551 authorizes advanced payment by the State for projects which are sponsored by a nonprofit organization; a disadvantaged community (DAC); or, the proponent of a project that benefits a DAC. If these projects are awarded less than \$1,000,000 in grant funds, the project proponent may receive an advanced payment of 50% of the grant award; the remaining 50% of the grant award will be reimbursed in arrears. Water Code § 10551 further authorizes DWR to adopt additional requirements regarding the use of the advanced payment to ensure that the funds are used properly. Within 90 calendar days of execution of the Grant Agreement, the Grantee shall provide DWR an Advanced Payment Request. The Advanced Payment Request must contain the following:

- 1) Documentation demonstrating that each Local Project Sponsor was notified about their eligibility to receive an advanced payment and a response from the Local Project Sponsor stating whether it wishes to receive the advanced payment or not, if applicable.
- 2) If the Grantee or Local Project Sponsor is requesting the advanced payment, the request must also include:
  - i) Specification of those projects listed in Exhibit B for which Advanced Payment will be requested and how those projects are consistent with the adopted IRWM Plan.
  - ii) A funding plan which shows by project: the budget and anticipated schedule, the amount of advanced funding requested, and how the advanced funds will be expended within 18 months of this Grant Agreement's execution. (i.e., for what, how much, and when)
  - iii) A discussion of the Grantee or Local Project Sponsor's financial capacity to complete the project once the advanced funds have been expended.
- 3) If a Grantee or Local Project Sponsor is requesting advanced payment, Grantee shall also submit a single Advanced Payment invoice, itemized containing the request for each qualified project, to the DWR Project Manager with signature and date (in ink) of Grantee's Project Representative, as indicated on in Paragraph 23 page 10 of this Agreement. The Grantee shall be responsible for the timely distribution of the advanced funds to the individual Local Project Sponsors. Within 60 calendar days of receiving the Advanced Payment invoice and subject to the availability of funds, State will authorize payment of the advanced funds sought of 50% of the grant award for the qualified project(s).

The Advance Payment Invoice shall be submitted on forms provided by State and shall meet the following format requirements:

- i) Invoice must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
  - ii) Invoice must be itemized based on the projects (i.e., tasks) specified in Exhibit B.
  - iii) DWR Project Manager will notify Grantee, in a timely manner, when, upon review of an Advance Payment Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs. Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). After the disbursement requirements in Paragraph 6 "Basic Conditions" (6a and 6b) only) are met, State will disburse the whole or portions of State funding to Grantee, following receipt from Grantee via US mail or Express mail delivery of a "wet signature" invoice for costs incurred, including Cost Share, and timely Progress Reports as required by Paragraph 17 "Submission of Reports."
- 4) On a quarterly basis, the Grantee will submit an Accountability Report to DWR that demonstrates how actual expenditures compare with the scheduled budget. The Accountability Report shall include the following information:
    - i) An itemization of how advanced funds have been expended to date (Expenditure Summary), including documentation that supports the expenditures (e.g., contractor invoices, receipts, personnel hours, etc.). Invoices must be itemized based on the projects (i.e., tasks) specified in Exhibit B.
    - ii) A funding plan, itemized by project, which shows how the remaining advanced funds will be expended.

- iii) Documentation, signed by the Project Representative, that the funds were placed in a non-interest bearing account, including the dates of deposits and withdrawals from that account.

DWR Project Manager will notify Grantee, in a timely manner, when, upon review of the Expenditure Summary, the State determines that any portion or portions of the expenditures claimed are not eligible costs. Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). If costs are not consistent with the tasks in Exhibit B, the State will reject the claim and remove them from the Expenditure Summary.

Once Grantee has expended all advanced funds, then the method of payment will revert to the reimbursement process specified in Paragraph 9a) and any remaining requirements of Paragraph 6.

10. REPAYMENT OF ADVANCES. State may demand repayment from Grantee of all or any portion of the advanced State funding along with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by State and take any other action that it deems necessary to protect its interests for the following conditions:

- a) A project is not being implemented in accordance with the provisions of this Grant Agreement.
- b) Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if Grantee does not remedy any such failure to State's satisfaction.

Repayment amounts may also include:

- c) Advance funds which have not been expended within 18 months of the Grant Agreement's execution by the Local Project Sponsor.
- d) Actual costs incurred are not consistent with the Exhibit A (Work Plan) activities, not supported, or are ineligible.
- e) At the completion of the project, the funds have not been expended.

For conditions 10 c) and 10 d), repayment may consist of deducting the amount from future reimbursement invoices.

State may consider Grantee's refusal to repay the requested advanced amount a substantial breach of this Grant Agreement subject to the default provisions in Paragraph 12, "Default Provisions." If State notifies Grantee of its decision to demand repayment or withhold the entire funding amount from Grantee pursuant to this paragraph, this Grant Agreement shall terminate upon receipt of such notice by Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

11. WITHHOLDING OF DISBURSEMENTS BY STATE. If State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if Grantee does not remedy any such failure to State's satisfaction, State may withhold from Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and State notifies Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 12, the portion that has been disbursed shall thereafter be repaid immediately with interest at the California general obligation bond interest rate at the time the State notifies the



Grantee, as directed by State. State may consider Grantee's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 12, "Default Provisions." If State notifies Grantee of its decision to withhold the entire funding amount from Grantee pursuant to this paragraph, this Grant Agreement shall terminate upon receipt of such notice by Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

12. DEFAULT PROVISIONS. Grantee and any Local Project Sponsor receiving grant funding through this Grant Agreement will be in default under this Grant Agreement if any of the following occur:
- a) Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between Grantee and State evidencing or securing Grantee's obligations.
  - b) Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement.
  - c) Failure to operate or maintain project(s) in accordance with this Grant Agreement (Paragraph 18).
  - d) Failure to make any remittance required by this Grant Agreement.
  - e) Failure to comply with Labor Compliance Program requirements (Paragraph 16).
  - f) Failure to submit timely progress reports.
  - g) Failure to routinely invoice State.
  - h) Failure to meet any of the requirements set forth in Paragraph 13, "Continuing Eligibility."

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

- 1) Declare the funding be immediately repaid, with interest, at the California general obligation bond interest rate at the time the State notifies the Grantee of the default.
- 2) Terminate any obligation to make future payments to Grantee.
- 3) Terminate the Grant Agreement.
- 4) Take any other action that it deems necessary to protect its interests.

In the event State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, Grantee agrees to pay all costs incurred by State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

13. CONTINUING ELIGIBILITY. Grantee must meet the following ongoing requirement(s) to remain eligible to receive State funds:
- a) An urban water supplier that receives grant funds governed by this Grant Agreement shall maintain compliance with the Urban Water Management Planning (UWMP) Act (Water Code §10610 et seq.) and Sustainable Water Use and Demand Reduction, Part 2.55 of Division 6 (Water Code §10608 et seq.) by doing the following:
    - 1) Have submitted their 2015 UWMP and had it deemed consistent by DWR. For more information, visit the following website:  
<http://www.water.ca.gov/urbanwatermanagement>.

- 2) By July 1, 2016, all urban water suppliers must have submitted documentation that demonstrates they are meeting the 2015 interim GPCD target. If not meeting the interim target, also include a schedule, financing plan, and budget for achieving the gallons per capita per day (GPCD) target, as required pursuant to Water Code § 10608.24. Starting June 30, 2017, those urban water suppliers that did not meet their 2015 GPCD target must also submit, by June 30, annual reports that include a schedule, financing plan, and budget for achieving the GPCD target (Water Code § 10608.24).
- b) An agricultural water supplier receiving grant funding must:
- 1) Comply with Sustainable Water Use and Demand Reduction requirements outlined in Part 2.55 (commencing with § 10608) of Division 6 of the Water Code.
  - 2) Have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR. For more information, visit the following website:  
<http://www.water.ca.gov/wateruseefficiency/agricultural/agmgmt.cfm>.
- c) Grantees diverting surface water must maintain compliance with diversion reporting requirements as outlined in Part 5.1 of Division 2 of the Water Code.
- d) Grantee and Local Project Sponsors must demonstrate compliance with the groundwater compliance options set forth on pages 11 and 12 of the 2016 IRWM Program Guidelines, dated July 2016.
- e) Grantee and Local Project Sponsors that have been designated as monitoring entities under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program must maintain reporting compliance, as required by Water Code § 10920 and the CASGEM Program.
14. PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS. Grantee shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Projects. Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental, procurement, and safety laws, rules, regulations, and ordinances. Grantee shall provide copies of permits and approvals to State.
15. RELATIONSHIP OF PARTIES. Grantee is solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Grant Agreement.
16. LABOR COMPLIANCE. The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's Public Works Manual at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>.
17. SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to State. If requested, Grantee shall promptly provide any additional information deemed necessary by State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit G. The

timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State of a Final Report is a requirement for the release of any funds retained for such projects.

- a) Progress Reports: Grantee shall submit progress reports quarterly to meet the State's requirement for disbursement of funds. The progress reports shall be sent via e-mail to the State's Project Manager and shall be uploaded into GRanTS at the frequency specified in Exhibit C (Schedule). The progress reports shall provide a brief description of the work performed during the reporting period including: Grantee's activities, milestones achieved, any accomplishments, and any problems encountered in the performance of the work under this Agreement.
- b) Accountability Report: Grantee shall submit, on a quarterly basis, an Accountability Report by individual Local Project Sponsor (if applicable) that at a minimum:
  - 1) Includes an itemization of how advanced funds have been expended to date (Expenditure Summary), including documentation that supports the expenditures (e.g. contractor invoices, receipts, personnel hours, etc.). Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B.
  - 2) Includes a funding plan which shows how the remaining advanced funds will be expended.
  - 3) Provides an accounting of distribution of the advanced funds to the appropriate Local Project Sponsor (if applicable).
  - 4) Documents that the funds were spent on eligible reimbursable costs.
  - 5) Documentation that the funds were placed in a non-interest bearing account, including the dates of deposits and withdrawals from that account.
- c) Final Report: Upon completion of the projects included in Exhibit A, Grantee shall submit to State a Final Report. The Final Grant Completion Report shall be submitted within ninety (90) calendar days of completion of the projects. The Final Report shall include a stakeholder summary; description of involvement activities and the projects developed from those activities; discussion of findings from the needs assessment, identification of ongoing barriers, and recommendations for future activities; and a list of references. Retention will not be disbursed until the Final Report is submitted to and approved by the State.
- d) Post-Performance Reports: Grantee shall submit Post-Performance Reports, if applicable. Post-Performance Reports shall be submitted to State within ninety (90) calendar days after the first operational year of a construction and implementation project has elapsed. This record keeping and reporting process shall be repeated annually for a total of 3 years after the completed project(s) begins operation.

18. OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by State, Grantee agrees to ensure or cause to be performed the commencement and continued operation of each project, and shall ensure or cause each project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. Grantee or their successors may, with the written approval of State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement,

"useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 12, "Default Provisions."

19. STATEWIDE MONITORING REQUIREMENTS. Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Part 2.76 (commencing with § 10780) of Division 6 of California Water Code) and, where applicable, that projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board. See Exhibit H (Requirements for Statewide Monitoring and Data Submittal), for web links and information regarding other State monitoring and data reporting requirements.
20. NOTIFICATION OF STATE. Grantee shall promptly notify State, in writing, of the following items:
- a) Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. Grantee agrees that no change in the scope of a project will be undertaken until written notice of the proposed change has been provided to State and State has given written approval for such change.
  - b) Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by State's representatives. Grantee shall make such notification at least 14 calendar days prior to the event.
  - c) Final inspection of the completed work on a project by a California Registered Professional (Civil Engineer or Geologist, as appropriate), in accordance with Standard Condition D.19 in Exhibit D. Grantee shall notify the State's Project Manager of the inspection date at least 14 calendar days prior to the inspection in order to provide State the opportunity to participate in the inspection.
21. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:
- a) By delivery in person.
  - b) By certified U.S. mail, return receipt requested, postage prepaid.
  - c) By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
  - d) By electronic means.

Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the

delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the addresses set forth in Paragraph 23. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

22. PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.

23. PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

Department of Water Resources  
Arthur Hinojosa  
Chief, Division of IRWM  
P.O. Box 942836  
Sacramento CA 94236-0001  
Phone: (916) 653-4736  
e-mail: [arthur.hinojosa@water.ca.gov](mailto:arthur.hinojosa@water.ca.gov)

Contra Costa Water District  
Jerry Brown  
General Manager  
P.O. Box H20  
Concord, CA 94524  
Phone: (925) 688-8034  
e-mail: [JBrown@ccwater.com](mailto:JBrown@ccwater.com)

Direct all inquiries to the Project Manager:

Department of Water Resources  
Desiree Ramirez  
Division of Integrated Regional Water  
Management  
901 P Street, Room 213A  
Sacramento, CA 94236-0001  
Phone: (916) 653-0975  
e-mail: [Desiree.Ramirez@water.ca.gov](mailto:Desiree.Ramirez@water.ca.gov)

Contra Costa Water District  
Maggie Dutton  
Grants Specialist  
P.O. Box H20  
Concord, CA 94524  
Phone: (925) 688-8132  
e-mail: [MDutton@ccwater.com](mailto:MDutton@ccwater.com)

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


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

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



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

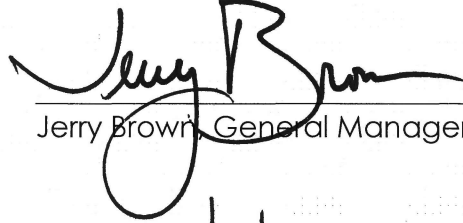
STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES



Arthur Hinojosa, P.E., Chief  
Division of Integrated Regional Water  
Management

Date 1/31/19

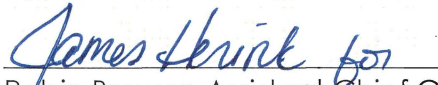
Contra Costa Water District



Jerry Brown, General Manager

Date 1/16/19

Approved as to Legal Form and Sufficiency



Robin Brewer, Assistant Chief Counsel  
Office of Chief Counsel

Date 1-28-19

**APPROVED AS TO FORM**

  
**DISTRICT COUNSEL**

Attachment: Agreement [Revision 1] (5680 : PW - Proposition I Disadvantaged Community Involvement Grant Program)

## EXHIBIT A

### WORK PLAN

This Work Plan describes the work to be performed (including deliverables) by Contra Costa Water District ("Grantee") on behalf of the San Joaquin River Funding Area (SJRSA) for the Proposition 1 IRWM Disadvantaged Community Involvement (DACI) Grant Program.

The associated general budget and schedule for this work are presented in Exhibits B and C, respectively. Within 30 days of the execution of the Grant Agreement with DWR, to assist with DWR in tracking the work and reviewing and processing invoices, the Grantee will submit to DWR a detailed budget and graphical schedule for each project described herein.

The SJRSA includes ten separate IRWM regions, of which seven have chosen to participate in the DACI Grant Program, including American River Basin, East Contra Costa County, East Stanislaus, Eastern San Joaquin, Madera, Merced, and Westside-San Joaquin. These participating IRWM regions will be referred to as the "Stakeholder Advisory Committee" (SAC). The three IRWM regions choosing not to participate include the Mokelumne-Amador-Calaveras, Tuolumne-Stanislaus, and the Cosumnes, American, Bear, Yuba IRWM Regions. Letters supporting the DACI Grant Program have been submitted to DWR by the regions not participating.

The SJRSA DACI work plan includes a suite of Projects that address disadvantaged community (DAC) water management concerns within the SJRSA. The suite of Projects includes outreach and workshops to DACs to facilitate participation in IRWM decision-making and project planning processes, work to gather information needed to develop a Funding Area-wide needs assessment, and project development activities that address the major water management challenges in the SJRSA.

#### **PROJECT 1: GRANT PROPOSAL AND ADMINISTRATION ASSISTANCE**

##### **Local Project Sponsor: San Luis & Delta-Mendota Water Authority**

##### **Task 1: Project Administration**

Project administration includes compliance with invoicing and grant reporting requirements detailed in Paragraphs 9 and 17 respectively. Work includes preparation of reports detailing work completed during each reporting period, preparation of invoices and back-up documentation for submittal to DWR via the Grantee, and administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Prepare a Project Completion Summary for inclusion within the SJRSA Final Grant Completion Report summarizing work completed under the grant agreement.

##### **Deliverables:**

- Advanced Payment Funding Plan
- Accountability Reports, as required
- Quarterly Progress Reports
- Quarterly Invoices and Backup Documentation
- Project Completion Summary



**Task 2: Grant Proposal**

Develop the SJRFA DACI grant proposal. Work includes coordination with the SAC and DWR, convening of meetings and conference calls, incorporating DWR comments, and preparation of the draft, revised, and final proposal.

**Deliverables:**

- Draft SJRFA DACI Grant Proposal
- Final SJRFA DACI Grant Proposal

**Task 3: Grant Support and Coordination**

Coordinate with the Grantee and Local Project Sponsors to develop and process an amendment to the Grant Agreement after Project 2's DAC Needs Assessment is performed. As needed, assist the Grantee with Grant Agreement-related coordination, which may include assistance with developing contracts and fulfilling contractual obligations, such as reporting and invoicing.

Perform ongoing coordination between the Grantee, the SAC, and DWR through conference calls, in-person meetings, and email communication. Coordinate a Kick-Off grant administration meeting with the Grantee and Local Project Sponsors.

**Deliverables:**

- Processed Amendment
- Quarterly Meeting Summaries
- Grant Administration Kick-Off Meeting Agenda, Notes, and Sign-In Sheet

**PROJECT 2: DAC NEEDS ASSESSMENT****Local Project Sponsor: San Luis & Delta-Mendota Water Authority**

Conduct a Funding Area-wide Needs Assessment to provide a better understanding of the water, wastewater, and stormwater management needs of DACs in the SJRFA.

**Task 1: Project Administration**

Project administration includes compliance with invoicing and grant reporting requirements detailed in Paragraphs 9 and 17 respectively. Work includes preparation of reports detailing work completed during each reporting period, preparation of invoices and back-up documentation for submittal to DWR via the Grantee, and administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Prepare a Project Completion Summary for inclusion within the SJRFA Final Grant Completion Report summarizing work completed under the grant agreement.

**Deliverables:**

- Advanced Payment Funding Plan
- Accountability Reports, as required
- Quarterly Progress Reports
- Quarterly Invoices and Backup Documentation
- Project Completion Summary

**Task 2: Needs Assessment**

Conduct a Funding Area-wide Needs Assessment to provide a better understanding of the water, wastewater, and stormwater management needs of DACs in the SJRFA. Work will include the following:

- Define and identify DACs within the SJRFA
- Develop a database of DACs in the funding area
- Collect data regarding the state of water resources in those DACs
- Map data, to include DACs, water quality issues, and water supply issues
- Perform supplemental ground-truthing through community outreach and surveys
- Conduct community outreach and surveys to better understand:
  - technical, managerial, and financial capacity within the DACs,
  - current level of participation in IRWM, if any,
  - challenges and barriers to participation, and
  - ideas to help break through those barriers
- Summarize and evaluate the Needs Assessment information, and prepare a summary report with recommendations.

Draft Needs Assessment report will be provided to the SAC for review and comment. Comments received will be reviewed, and responses prepared and discussed with the SAC. Comments will be incorporated into a final Needs Assessment report to be submitted to DWR.

**Deliverables:**

- Needs Assessment Database
- Draft Needs Assessment Report with comments
- Final Needs Assessment Report

**PROJECT 3: GRANT ADMINISTRATION****Local Project Sponsor: Contra Costa Water District****Task 1: Grant Administration**

Administer grant funds and respond to DWR's reporting and compliance requirements associated with the grant administration. This task includes contract management, coordination of the SAC, submittal of advanced payment request information, work related to the compilation and development of quarterly invoices, progress reports, and accountability reports, and the development of a Final Grant Completion Report.

**Deliverables:**

- Quarterly Progress Reports
- Quarterly Invoices and Backup Documentation
- Advanced Payment Funding Plans (as applicable)
- Quarterly Advanced Payment Accountability Reports (as applicable)
- Final Grant Completion Report

**PROJECT 4: SJRFA IRWM REGION COORDINATION****Local Project Sponsor: Contra Costa Water District****Task 1: Project Administration**

Project administration includes compliance with invoicing and grant reporting requirements detailed in Paragraphs 9 and 17 respectively. Work includes preparation of reports detailing work completed during each reporting period, preparation of invoices and back-up documentation for submittal to DWR via the Grantee, and administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Prepare a Project Completion Summary for inclusion within the SJRFA Final Grant Completion Report summarizing work completed under the grant agreement.

**Deliverables:**

- Quarterly Progress Reports
- Quarterly Invoices and Backup Documentation
- Project Completion Summary

**Task 2: Region Coordination**

Coordinate work between the staff/representatives of the seven participating IRWM Regions. Work will include coordination and attendance of bi-annual SAC coordination meetings, approximately 16 conference call meetings, and phone calls and emails for additional coordination. Coordination tasks may include attendance by SAC representatives at DAC-related conferences, workshops, and events that support the goals of the program and the efforts of the DAC and SJRFA.

Work completed to date includes interregional coordination to determine the participating Regions, Funding Area-wide meetings, SAC establishment, and project development. Work also included the acquisition of a consultant for the development of the grant proposal, administration assistance and work related to the Needs Assessment. Coordination has occurred through email, phone calls, in-person meetings, and conference calls.

**Deliverables:**

- Meeting Agendas, Notes, and Sign-In Sheets, as applicable

**PROJECT 5: DISADVANTAGED AND UNDERREPRESENTED COMMUNITIES (URCs) WATER EDUCATION AND IMPROVEMENT PROJECT****Local Project Sponsors: Regional Water Authority, The Environmental Justice Coalition for Water**

Project will include targeted needs assessment to Disadvantaged Unincorporated Communities (DUCs), domestic well user support, identification of underrepresented communities, and water-related community outreach and education to the American River Basin communities in the SJRFA.

**Task 1: Project Administration**

Project administration includes compliance with invoicing and grant reporting requirements detailed in Paragraphs 9 and 17 respectively. Work includes preparation of reports detailing work completed during each reporting period, preparation of invoices and back-up documentation for submittal to DWR via the Grantee, and administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Prepare a Project Completion Summary for inclusion within the SJRFA Final Grant Completion Report summarizing work completed under the grant agreement.

**Deliverables:**

- Advanced Payment Funding Plan
- Accountability Reports, as required
- Quarterly Progress Reports
- Quarterly Invoices and Backup Documentation
- Project Completion Summary

**Task 2: Targeted Needs Assessment and Technical Assistance**

Targeted needs assessment and technical assistance will build on the SJRFA-wide Needs Assessment work in Project 2 and will include the following:

- Targeted needs assessment for DUCs through data collection, analysis, and mapping work. This will evaluate the potential for access to safe water via community water system consolidation and other long-term solutions.
- Community-specific "ground-truthing" to verify the collected data through targeted interviews with system operators, those who service domestic wells, and residents of suspected DUCs not fully intersected by community water systems. This work will provide a more complete picture of DUC needs in the Region.
- Technical needs assessment to thoroughly determine the needs of American River Basin DUCs and propose solutions. Solutions will also include evaluation of the planning, technical, managerial, and financial steps needed to achieve them.

**Deliverables:**

- Disadvantaged Unincorporated Communities Mapping Data
- Disadvantaged Unincorporated Communities Report
- List of Interviewees Contacted and Interviewed
- Written Interview Notes
- Three-to-Four Top-Priority Assessments

**Task 3: Domestic Well User Support**

Support domestic well users by conducting outreach, providing free water quality testing, and assisting well users with testing results. Work will include the following:

- Conduct outreach to domestic well users through informational outreach events, soliciting the support of key institutions and institutional actors such as schools and churches to disseminate information, and door-to-door outreach.

- Provide approximately 150 free water quality testing to low-income households, clusters of households, including state small water systems, and potentially small non-transient non-community water systems that are dependent on well water. Testing will focus on groundwater contaminants known to occur in the area and results will be provided to the DAC well users, the State Water Resource's Control Board (SWRCB), and uploaded to GeoTracker for Groundwater Ambient Monitoring and Assessment (GAMA). Where requested or established as a precondition to undertaking well water quality testing, personally identifying information may be obscured. For example, submitting well names without an associated address or other person-identifying characteristics (e.g., call the well "Well 02", not "2451MainStWell02"), consistent with guidance provided by the SWRCB's GAMA Program.
- After delivering water quality results to the appropriate household resident(s), provide necessary information and guidance on interpretation of and reaction to the results, including possible modifications, consolidations, new well head treatment, point-of-use (POU)/point-of-entry (POE) treatment, etc.

#### **Deliverables:**

- Outreach Materials
- Water Quality Results
- Summary of Technical Assistance Next Steps

#### **Task 4: Identification of Underrepresented Communities (URCs)**

Conduct approximately 12 interviews with key social service providers, public agency officials, etc., and collect and analyze any existing data on the nexus between water and likely candidate URCs. Document each interview with notes and write-ups of needs and asset assessments. Produce a written profile for each identified URC, including a description of the URC, relevant demographic information, maps, and photos. Consult with the American River Basin IRWM regional water management group and local stakeholders through in-person meetings to review findings, and identify approximately three URC constituencies to examine further. Potential interventions and solutions will be examined for three chosen URCs and a final URC solution set proposal will be prepared.

#### **Deliverables:**

- Interview Notes and Write-Ups
- URC Written Profiles
- Meeting Agendas, Notes, and Sign-In Sheets
- Final URC Solution Set Proposal

#### **Task 5: Community Education**

Coordinate water-related community outreach and education to the American River Basin DAC within the SJRFA. Activities will include a Community Water Forum, a Water Justice Leadership Training, and an Environmental Justice Water Tour. Target audiences for these three activities will include: suspected Disadvantaged Communities and/or households, decision-makers such as local and state elected officials, relevant local and state agency staffers, and other stakeholders including community leaders, such as local elected officials, leaders from civic, faith, labor, and trade associations.

#### **Deliverables:**

- Community Water Forum Agenda, Sign-In Sheets, and Materials
- Water Justice Leadership Training Material

- Environmental Justice Water Tour Agenda, Sign-In Sheet, and Materials

## **PROJECT 6: SANTIAGO ISLAND VILLAGE WATER CONSOLIDATION TECHNICAL ASSISTANCE**

### **Local Project Sponsor: Contra Costa Water District**

The project consists of connecting the Bethel Island Community of Santiago Island Village (SIV), a Severely Disadvantaged Community who is currently reliant on poor quality well water, with the Diablo Water District (DWD) water system. The project will provide SIV with a solution to water quality and storage issues that have been identified by the State Water Resources Control Board (SWRCB). The project will include outreach to SIV residents, and will result in a successful consolidation of a small community water system with a larger water system.

### **Task 1: Project Administration**

Project administration includes compliance with invoicing and grant reporting requirements detailed in Paragraphs 9 and 17 respectively. Work includes preparation of reports detailing work completed during each reporting period, preparation of invoices and back-up documentation for submittal to DWR via the Grantee, and administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Prepare a Project Completion Summary for inclusion within the SJRFA Final Grant Completion Report summarizing work completed under the grant agreement.

#### **Deliverables:**

- Advanced Payment Funding Plan
- Accountability Reports, as required
- Quarterly Progress Reports
- Quarterly Invoices and Backup Documentation
- Project Completion Summary

### **Task 2: Annexation and Inclusion**

Amend the service areas of DWD, Contra Costa Water District, and the Central Valley Project (CVP) to include SIV. Apply to the Local Agency Formation Commission (LAFCO) for a boundary reorganization. Complete County surveyor and recorder, and State Board of Equalization requirements for annexation activities. Coordinate with the U.S. Bureau of Reclamation (Reclamation) to Complete the CVP Inclusion Process.

#### **Deliverables:**

- LAFCO Boundary Reorganization Approval
- Copy of Reclamation's Inclusion Review Findings
- Updated service area maps to include SIV

### **Task 3: Environmental Documentation**

Prepare all necessary environmental documentation. It is anticipated this project will be exempt from CEQA compliance. Coordinate with Reclamation to perform Endangered Species Act (ESA) and Section 106 National Historic Preservation Act reviews pursuant to Reclamation's requirements.

**Deliverables:**

- Copy of Notice of Exemption
- Legal Challenges Letter
- Letter certifying completed ESA and Section 106 review

**Task 4: Permitting**

Obtain all necessary federal, state, and local permits. Permits may include:

- Contra Costa County Encroachment Permit

**Deliverables:**

- Copy of all required permits

**Task 5: Outreach**

Develop outreach and educational materials for SIV describing the consolidation process of the SIV well system with DWD water system. Outreach and educational materials will be distributed to SIV residents by the SIV mobile home park management company. Update the East Contra Costa County (ECCC) IRWM website to provide project-specific information on the DAC webpage. Through separate funding, the SWRCB will facilitate three community meetings to further educate and inform SIV residents about the consolidation process.

**Deliverables:**

- Outreach Materials
- Updated IRWM webpage Link

**Task 6: Design**

Create the plat and legal descriptions to be submitted to LAFCO and the County. Develop plans and specifications for the proposed new infrastructure from the existing water main through water meter and point of connection with SIV.

**Deliverables:**

- Plat and Legal Description
- Final Plans and Specifications

**Task 7: Construction Contracting**

Develop bid documents; prepare advertisement and contract documents for construction contract bidding; conduct pre-bid meeting, bid opening, and bid evaluation; select contractor; award contract; and issue notice to proceed.

**Deliverables:**

- Bid Documents
- Proof of Advertisement
- Awarded Contract
- Notice to Proceed



**Task 8: Construction Administration**

Perform inspections during project construction. Manage the construction contractor during work to install the waterline, meters, and backflow devices in the public right-of-way.

**Deliverables:**

- Construction Progress Reports
- Notice of Completion Document

**Task 9: Construction/Implementation Activities**

Construction of water service infrastructure, including pipelines, meters, and backflow devices. Infrastructure will include approximately 360 feet of 4-inch PVC pipe from the existing point of connection to two new master meters, to be installed by the construction contractor. This task may include connection fees to be paid to DWD and CCWD to connect SIV to the water system. This task does not include work related to installation of infrastructure from the water meters to SIV's existing distribution system (on private property)- those fees will be paid for by outside grant funding.

**Deliverables:**

- Photographic Documentation
- Engineers Certification
- Final As-Built Drawings
- Final Bacteria Test Reports
- Receipt of paid connection fees to DWD

**Task 10: Assessment**

Conduct a review of the annexation and inclusion process, overall implementation of the model project, and feasibility of similar connection projects for other water systems on Bethel Island, all of which is currently identified as a severely disadvantaged community based on DWR's online Water Management Planning Tool DAC Places 2016 layer. The Assessment will identify potential benefits for the larger Bethel Island community and potential hurdles based on the success of the model project. Assessment will also address the outreach efficacy and capacity building elements of this project.

**Deliverables:**

- Assessment of project implementation

**PROJECT 7: EVALUATION OF STORMWATER MANAGEMENT AND GROUNDWATER RECHARGE PROJECTS IN DRY CREEK WATERSHED****Local Project Sponsor: Stanislaus County**

An alternatives analysis will be performed to identify and evaluate potential flood control, detention, stormwater capture, and groundwater recharge projects within the Dry Creek Watershed. The potential projects identified will improve flood risk management in DACs, enhance water resources through groundwater recharge, improve ecosystem functions, and promote multi-benefit uses within the Dry Creek Watershed.

**Task 1: Project Administration**

Project administration includes compliance with invoicing and grant reporting requirements detailed in Paragraphs 9 and 17 respectively. Work includes preparation of reports detailing work completed during each reporting period, preparation of invoices and back-up documentation for submittal to DWR via the Grantee, and administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Prepare a Project Completion Summary for inclusion within the SJRFA Final Grant Completion Report summarizing work completed under the grant agreement.

**Deliverables:**

- Quarterly Progress Reports
- Quarterly Invoices and Backup Documentation
- Project Completion Summary

**Task 2: Contract Consultant**

Prepare and publish a Request for Proposal for the alternatives analysis. Once bids/proposals are received from consultants, evaluate proposals, select, and notify consultants to be interviewed, and develop final ranking of consultants. Following consultant selection, negotiate a contract with the consultant.

**Deliverables:**

- Professional Design Services Agreement

**Task 3: Conduct Evaluation of Stormwater Management and Groundwater Recharge Projects**

Conduct an initial DAC stakeholder meeting to cover potential Dry Creek projects and serve as a venue to receive community comments on the projects.

Prepare a technical memorandum that summarizes available hydrologic and hydrogeologic data and the process that will be used to identify potential projects, including conceptual designs, with an emphasis on multi-benefits use. Compile initial GIS database files in support of this work.

Prepare a second technical memorandum that summarizes the approach to project assessment at a high level (project screening). Project evaluation criteria will include the following: consistency with regional flood management goals, consistency with DAC and local stakeholder goals, enhancement of water resources, promotion of multi-benefit uses, and implementation feasibility.

**Deliverables:**

- Meeting Minutes and Collected Comments
- Technical Memorandum 1
- Initial GIS Database Files
- Technical Memorandum 2

**Task 4: Alternatives Analysis**

Identify and evaluate a minimum of ten potential projects, and choose three high-priority potential projects to further investigate and develop in a second future phase of work.

**Deliverables:**

- Alternatives Analysis

**PROJECT 8: EASTERN SAN JOAQUIN REGIONAL PLANNING PROJECT****Local Project Sponsor: San Joaquin County**

A multi-pronged outreach and education approach will be performed to increase engagement in IRWM efforts. Project development work on DAC projects will also occur and may include CEQA documentation, design, alternatives analyses, and permitting.

**Task 1: Project Administration**

Project administration includes compliance with invoicing and grant reporting requirements detailed in Paragraphs 9 and 17 respectively. Work includes preparation of reports detailing work completed during each reporting period, preparation of invoices and back-up documentation for submittal to DWR via the Grantee, and administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Prepare a Project Completion Summary for inclusion within the SJRFA Final Grant Completion Report summarizing work completed under the grant agreement.

**Deliverables:**

- Quarterly Progress Reports
- Quarterly Invoices and Backup Documentation
- Project Completion Summary

**Task 2: Engagement in IRWM Efforts**

Implement a multi-pronged approach to increasing DAC engagement in IRWM efforts in the Region. Specific components include:

- Identify Outreach Targets and Conduct Initial Outreach and Education: Conduct initial outreach to 20 or more relevant groups and provide educational materials and/or presentation to contacts. Outreach will occur via email, phone, and some in-person meetings in order to identify community members or groups for further outreach efforts and participation in discussion sessions. Initial outreach targets will be identified by, first, seeking the advice of existing environmental justice non-profit contacts in the project area, American River Basin IRWM planning region stakeholders, relevant municipal, county, regional, and state government offices (i.e., departments of welfare, human services, public health, planning, emergency services, council of governments, etc.) and elected officials, and, secondly, by surveying and contacting relevant civic, faith, and other organizations with a high likelihood of having a direct relationship with the target DAC populations.
- Local/Regional Discussion Session: Convene approximately 6 local discussion sessions, which will include presentations and discussion of information from the SJRFA-wide Needs Assessment and complementary information. At least one regional discussion session will screen the Human Right to Water film. Notes will be compiled on feedback received and those who emerge as potential resident leaders will be recruited to participate in water justice leadership training.
- Water Justice Leadership and Capacity-Building Training: Conduct a water leadership and capacity-building training with a minimum of 8 participants to build the basic water knowledge, knowledge of water governance, including IRWM and capacity of local residents to engage productively in water decision-making, including in the identification of water challenges and solutions and how to address, fund, and advance them.

- Regional Water Justice Tour: conduct 2 regional water justice tours of approximately 30 participants. These tours will aim to educate participants on the nature of the problems identified, the communities' preferred solutions, and to form partnerships to advance those solutions.
- DAC Task Force: Convene 4-6 DAC and Tribal task force meetings within approximately six months. The goal of these meetings will be to routinely and systematically prioritize and advance the interests of DACs and Tribes within the region in reliable access to safe, clean, affordable water for drinking, cooking, personal hygiene, and sanitation, flood risk management, fishing and recreation, and other priorities identified by the group. The "DAC Task Force" is the generic, placeholder name given to the resulting arrangement by which DAC and Tribal representatives are anticipated to integrate into the IRWM governance structure.
- Integrate DAC Task Force into IRWM Governance Structure: Work with the DAC taskforce to integrate with the broader IRWM regional governance structure by means of direct conversation, negotiation, and collaboration with the IRWM regional representatives to incorporate DAC and Tribal voices into the IRWM governance structure.

#### **Deliverables:**

- Outreach Contact List and Call Logs
- Local/Regional Discussion Session Notes
- List of Water Justice Leadership and Capacity-Building Training Participants
- List of Regional Water Justice Tour Participants
- Regional Water Justice Tour Educational Materials
- DAC/Tribal Roundtable Meeting Agendas, Notes, and Sign-In Sheets
- Presentation, education, and training materials developed and used for this project

#### **Task 3: Project Development**

Select a project from the Eastern San Joaquin IRWM Plan's Project list to further develop. Selected project will benefit a DAC or Tribe within the SJRFA. Project development work may include CEQA documentation, design, alternatives analyses, permitting, or other development work.

#### **Deliverables:**

- Final Project Development Materials
- Planning, Design, and Environmental Documents, if applicable

### **PROJECT 9: MADERA REGIONAL PLANNING PROJECT**

#### **Local Project Sponsor: Madera County**

Project will include capacity building efforts such as educational workshops, water quality sampling, and a water meter assessment in the Madera IRWM Region, located in the SJRFA.

#### **Task 1: Project Administration**

Project administration includes compliance with invoicing and grant reporting requirements detailed in Paragraphs 9 and 17 respectively. Work includes preparation of reports detailing work completed during each reporting period, preparation of invoices and back-up documentation for submittal to

DWR via the Grantee, and administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Prepare a Project Completion Summary for inclusion within the SJRFA Final Grant Completion Report summarizing work completed under the grant agreement.

**Deliverables:**

- ❑ Advanced Payment Funding Plan
- ❑ Accountability Reports, as required
- ❑ Quarterly Progress Reports
- ❑ Quarterly Invoices and Backup Documentation
- ❑ Project Completion Summary

**Task 2: Capacity Building**

Establish a two-year DAC engagement and capacity-building program for regional water management activities in the portion of the Madera IRWM region overlapping the SJRFA. Work will include:

- DAC Coordinating Committee- Outreach, Facilitation, and Ongoing Coordination: Establish a DAC coordination committee that can meet on approximately a monthly basis to discuss DAC needs, ongoing regional water management activities, including new or proposed policies/regulations and/or funding opportunities. The committee will consist of DAC representatives, with RWMG members also attending meetings. Outreach will intentionally connect neighboring communities with one another to develop relationships and cooperation, collaboration, and the sharing of resources and possible services. Ongoing coordination activities include scheduling meetings, developing meeting materials, and providing translation services.
- Education and Capacity Building Activities: Develop educational and outreach materials, coordinate and facilitate at least two educational workshops and one educational tour. Workshop topics will include IRWM program goals and objectives, regional water needs and multi-benefit projects. The educational tour will provide communities and other IRWM members the opportunity to tour each other's facilities and obtain a better understanding of common needs and opportunities for shared solutions.
- Facilitate DAC Participation at IRWM Meetings: Work with the DAC coordinating committee to identify DAC representatives that can represent the DAC's collective interest at the Madera RWMG meeting. Coordination agreements such as Charters and Memorandums of Understanding may be developed to document who/how communities will collaborate, communicate, and make decisions and ultimately represent DAC needs at the IRWM meetings.

**Deliverables:**

- ❑ Communication Materials including PowerPoint Presentations, Factsheets, and Brochures
- ❑ Meeting Agendas, Notes, and Sign-In Sheets
- ❑ Communication/outreach materials, educational materials, list of participants for the workshop and/or tour
- ❑ Coordination Agreements, if applicable

**Task 3: Water Quality Sampling**

Design a regional Water Quality Private Well Testing Program for low-income households relying on individual private wells and seek funding to implement the program. Task will include the development of program materials, water quality sampling, and preparation of a project description for inclusion in the Madera IRWM Plan, as described below:

- Develop Program Materials, including program promotional materials, consent to participate forms, and information about common contaminants, possible health impacts, and replacement water options.
- Conduct Water Sampling of at least seven private wells to demonstrate project need. Contact homeowners and residents to report water quality results and inform about possible health impacts.
- Testing results will be provided to the DAC well users, the State Water Resource's Control Board (SWRCB), and uploaded to GeoTracker for Groundwater Ambient Monitoring and Assessment (GAMA). Where requested or established as a precondition to undertaking well water quality testing, personally identifying information may be obscured. For example, submitting well names without an associated address or other person-identifying characteristics (e.g., call the well "Well 02", not "2451MainStWell02"), consistent with guidance provided by the SWRCB's GAMA Program.
- Prepare Project Description for the implementation of the water well sampling program. This will include a scope of work, budget, and schedule. Project will be placed on the IRWM Plan project list and further funding sources will be explored.

**Deliverables:**

- Program Materials
- Summary of Water Sampling Results
- Project Description, Scope of Work, Budget, and Schedule
- List of Potential Funding Sources for Project Implementation

**Task 4: Water Meter Assessment**

Prepare a Water Meter Assessment, to include evaluating meter options for four selected Madera County Maintenance Districts or Service Areas solely comprised of DACs. Work will include:

- Project Coordination and Background: Compile community information, discuss communities with metering needs, and any relevant history related to those communities. Visit the four communities and meet with the system operator to gather additional information specific to the metering needs and circumstances of the community.
- Prepare Assessment: Evaluate meter options, which may include manual read meters, drive-by automatic read meters, or cellular automatic read meters. Coordinate with the County to ensure meter options are compatible with existing meters, meter reading systems, and billing systems, as appropriate. Coordinate with vendors to get appropriate product and budgetary cost information. Compare the pros and cons of the identified meter alternatives, and review with the County and/or community water system representatives. Prepare a preliminary option of probable construction cost for the recommended project and prepare a meter assessment report summarizing the findings and recommendations. The report will be used to seek implementation funding when it is available.

**Deliverables:**

- Meter Product Information Sheet
- Preliminary Opinion of Probable Construction Cost
- Draft Meter Assessment Report



- Final Meter Assessment Report

## **PROJECT 10: MERCED COUNTY WELL SURVEY AND DATABASE**

### **Local Project Sponsor: Merced Irrigation District**

Conduct a field survey of wells in the Merced Groundwater Basin in Merced County that are within DACs or EDAs or that directly serve DACs/EDAs.

#### **Task 1: Project Administration**

Project administration includes compliance with invoicing and grant reporting requirements detailed in Paragraphs 9 and 17 respectively. Work includes preparation of reports detailing work completed during each reporting period, preparation of invoices and back-up documentation for submittal to DWR via the Grantee, and administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Prepare a Project Completion Summary for inclusion within the SJRFA Final Grant Completion Report summarizing work completed under the grant agreement.

#### **Deliverables:**

- Quarterly Progress Reports
- Quarterly Invoices and Backup Documentation
- Project Completion Summary

#### **Task 2: Well Survey and Database**

Merced Irrigation District, the Merced Area Groundwater Pooled Interest CASGEM representative, acting on behalf of the 17 different entities participating in that group, will conduct a field survey of approximately 248 wells in the Merced Groundwater Basin in Merced County that are within DACs or EDAs or that directly serve DACs/EDAs. The few private wells included in the survey are included in CASGEM and have willingly volunteered for this survey. This project will help support SGMA modeling and data efforts, and those wells that are a part of CASGEM will continue to be updated with the information gathered with this survey. There are some wells that will be sampled that are not a part of CASGEM, but will be included in the survey and therefore included in SGMA analysis. Work includes:

- Survey approximately 248 well locations using North American Datum 1983 (NAD83).
- Measure the ground surface elevation and reference point elevation at each well. Using the North American Vertical Datum 1988 (NAVD88).
- Take two reference photographs- one showing the entire wellhead and survey points and one showing the reference point that was surveyed.
- Gather pertinent information such as well construction, status, and condition.
- Conduct quality assurance and control measures throughout the survey.

The new survey data will be incorporated into a single Microsoft Excel database that is compatible with Merced Irrigation District's HydroDMS database. The survey will bring all wells to a single common datum and will verify the surface data and reference points. This will ensure that the proper measuring point for depth to groundwater is confirmed or adjusted in each well.

#### **Deliverables:**

- Report of Survey Activities and Findings



- Electronic Database of Survey Results Linked with Photographs

## **PROJECT 11: SUPPORT FOR DAC INVOLVEMENT IN WESTSIDE-SAN JOAQUIN (WSJ) IRWM PLANNING**

### **Local Project Sponsor: San Luis & Delta-Mendota Water Authority**

Conduct a new call for projects, project prioritization, and directed outreach efforts to DACs, including stakeholder meetings, to ensure project participation and submittals. Prepare application for implementation funding on behalf of the WSJ region, comprised of approximately two DAC projects that will benefit the WSJ region within the SJRFA. Work also includes an update the WSJ IRWM Plan project list and other sections, as necessary.

#### **Task 1: Project Administration**

Project administration includes compliance with invoicing and grant reporting requirements detailed in Paragraphs 9 and 17 respectively. Work includes preparation of reports detailing work completed during each reporting period, preparation of invoices and back-up documentation for submittal to DWR via the Grantee, and administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Prepare a Project Completion Summary for inclusion within the SJRFA Final Grant Completion Report summarizing work completed under the grant agreement.

#### **Deliverables:**

- Advanced Payment Funding Plan
- Accountability Reports, as required
- Quarterly Progress Reports
- Quarterly Invoices and Backup Documentation
- Project Completion Summary

#### **Task 2: Support for DAC Involvement in Westside-San Joaquin IRWM Planning**

Support for DACs during the WSJ IRWM Plan call for projects, focused outreach activities, and update select sections of the WSJ IRWM Plan related to DACs. Specific work will include:

- Support DACs in Project Solicitation and Prioritization: Facilitate a call for projects for inclusion in the WSJ IRWMP. Perform focused DAC outreach via email and phone calls in order to encourage and support submittal of DAC projects to the Plan. Solicit projects through a web-based format, and provide technical support to DACs during project solicitation. If DACs request additional support, work with the DAC to submit the project on their behalf.
- Stakeholder/DAC Outreach: Update the stakeholder contact list with a focus on identifying representatives from tribes or tribal trust lands, DACs, and underrepresented communities. This list will be used for all IRWM updates. Conduct two public workshops in the WSJ IRWM Region, which is delineated as being 96 percent DAC or SDAC areas. The first workshop is planned for announcement of the IRWM plan update and the project solicitation period and the second workshop will be to announce the public draft requesting comments on the updated WSJ IRWM Plan, including comments from DACs. Perform focused outreach to DACs to help identify and address critical water supply, water quality, and wastewater needs for these communities. Conduct focused outreach calls to DAC contacts to inform them of the WSJ IRWMP update process, ways to participate in IRWM planning, and the opportunity to submit projects to the WSJ IRWMP. Individual, in-person DAC meetings will also be held if requested.

- Prepare DAC-Specific Text: Update relevant sections of the WSJ IRWMP to reflect the RWMG's understanding of DAC status, needs, and involvement, and describe outreach work completed as part of this task. DAC-related updates will be focused in the following chapters: Governance; Project Solicitation and Prioritization; Financing; and Stakeholder Involvement. DAC-related updates will include information on regional coordination with DACs, funding for DAC projects, WSJ IRWMP projects, and stakeholder participation in WSJ IRWMP activities, including strategies to encourage DAC engagement, and identification of barriers to DAC participation. The support to DACs during project solicitation and prioritization, and stakeholder/DAC outreach conducted under this task will be described in the WSJ IRWMP, as applicable.

#### **Deliverables:**

- Final Project Solicitation Templates
- List of DACs and Native American Tribal Communities, including contact information
- DAC and Tribal Communities and a Tracking Spreadsheet
- Notes on up to 10 focused outreach calls to DAC representatives

### **Task 3: Prepare and Submit Proposition 1 IRWM Implementation Grant Application**

Prepare a Proposition 1 IRWM Implementation Grant Application that includes approximately two projects that benefit DACs within the WSJ region located within the SJRFA. Complete draft application and circulate to project proponents for review. Based on comments received, finalize and submit application.

#### **Deliverables:**

- Draft and Final Application

## **PROJECT 12: SJRFA DAC TECHNICAL ASSISTANCE**

### **Local Project Sponsor: Contra Costa Water District**

SJRFA-wide technical assistance with a focus on developing needs identified during the Project 2 Needs Assessment to support inclusion of DAC projects in future implementation grant applications.

### **Task 1: Project Administration**

Project administration includes compliance with invoicing and grant reporting requirements detailed in Paragraphs 9 and 17 respectively. Work includes preparation of reports detailing work completed during each reporting period, preparation of invoices and back-up documentation for submittal to DWR via the Grantee, and administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Prepare a Project Completion Summary for inclusion within the SJRFA Final Grant Completion Report summarizing work completed under the grant agreement.

#### **Deliverables:**

- Advanced Payment Funding Plan
- Accountability Reports, as required
- Quarterly Progress Reports
- Quarterly Invoices and Backup Documentation
- Project Completion Summary

**Task 2: Local Technical Assistance**

Provide local technical assistance to DACs in order to help them address a variety of issues, such as improving water and wastewater infrastructure, meeting regulatory requirements, and managing finances. Task will include general technical assistance, such as guiding DACs to technical and funding resources, as well as more focused tasks, which may include items such as:

- Detailed median household income survey to confirm DAC status
- Infrastructure assessment
- Rate assessment
- Leak detection
- Digitization of system information
- Energy analyses
- Master plan
- Regulatory compliance/permitting

The work performed under this task will build on the Needs Assessment conducted under Project 2. Specific technical assistance projects will be chosen from those identified during the Needs Assessment and will be selected by the SAC through a consensus-based approach.

**Deliverables:**

- Surveys, Reports, Plans, or Databases, as applicable

**Task 3: Project Planning/Environmental Documentation/Design**

Task includes project development work to move DAC projects towards being ready for construction, allowing for not only project implementation, but also inclusion in future grant applications for securing construction funding. Projects that are ready for additional planning work, environmental documentation, or design will be identified by the SAC. These projects may be drawn from IRWM Plans, Urban Water Management Plans, master planning documents, recommended by individual IRWM Regions, or identified as part of the Needs Assessment. The necessary steps for each of the selected projects will be well-defined as a condition of selecting them for further development under this task and may include preparation of preliminary design reports (project scopes, budgets, and schedules), potential design and engineering reviews, and environmental compliance. The SAC will collaboratively decide which projects should be selected for additional project development work. Following project selection, planning, environmental, or design work will occur. Work under this task may also include assisting DACs with developing materials for inclusion in a Proposition 1 IRWM Implementation grant application.

**Deliverables:**

- Planning, Environmental, or Design Documentation, as appropriate
- Work plans, budgets, and schedules for Proposition 1 IRWM Implementation grant applications for projects identified by the SAC through this task, as appropriate

**PROJECT 13: SJRFA DAC CAPACITY BUILDING**

**Local Project Sponsor: Contra Costa Water District**

Additional SJRFA-wide outreach and capacity building activities with a focus on needs identified during the Project 2 Needs Assessment. This Project will also create a small community toolbox to facilitate small utilities projects, individual focused Needs Assessments, and additional workshops, training, and education.

### **Task 1: Project Administration**

Project administration includes compliance with invoicing and grant reporting requirements detailed in Paragraphs 9 and 17 respectively. Work includes preparation of reports detailing work completed during each reporting period, preparation of invoices and back-up documentation for submittal to DWR via the Grantee, and administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Prepare a Project Completion Summary for inclusion within the SJRFA Final Grant Completion Report summarizing work completed under the grant agreement.

#### **Deliverables:**

- ❑ Advanced Payment Funding Plan
- ❑ Accountability Reports, as required
- ❑ Quarterly Progress Reports
- ❑ Quarterly Invoices and Backup Documentation
- ❑ Project Completion Summary

### **Task 2: Community Outreach/Capacity Building**

Perform community outreach to develop relationships with DACs and capacity building to increase DACs' ability to engage with water management activities in their area. Focused community outreach will be identified through the Needs Assessment and will occur through contracted consultant staff and/or IRWM representatives visiting communities at appropriate time and venues, such as existing board meetings. This task also includes the development of outreach materials, such as brochures, that explain IRWM planning or other topics as applicable

Building on the community outreach component, work to build capacity in DACs. This work is conducted with the goal of enabling DACs to engage more fully with water management activities, and may include hosting a workshop for DAC representatives and IRWM representatives to share information and develop and maintain effective upstream/downstream communication. Capacity building efforts may include focused workshops where DACs and IRWM Region representatives identify needs, review existing information, identify resources, and develop solutions. Other work may include development of coordination agreements to support DACs in representing their needs during the IRWM planning process.

#### **Deliverables:**

- ❑ Meeting Agendas, Notes, Brochures and Sign-In Sheets
- ❑ Outreach Materials

### **Task 3: Small Community Toolbox**

Create a Small Community Toolbox to facilitate small utilities projects including project development, funding, implementation, and system operation and maintenance. The Toolbox aims to provide small utilities with a central repository for resources related to these projects. The Toolbox will include items

such as documents, maps, and web links. More specifically, the Toolbox could contain resources to assist with items such as the following:

- Navigating funding programs document
- Cost estimating spreadsheet
- Permitting handbook
- CEQA/NEPA exemptions and checklists
- Rate setting document
- Capital improvement planning document
- Community networking matrix

The web-based Toolbox will be focused on resources that will be the most useful to small utilities within the SJRFA, which will likely be identified during the Needs Assessment.

**Deliverables:**

- Small Community Toolbox resources and website link

**Task 4: Focused Assessments**

Complete individualized Needs Assessments for up to seven additional DAC water systems or locations in the SJRFA. Although prior needs assessments have been conducted within the SJRFA, opportunities still exist to identify DAC needs throughout the SJRFA, including in areas that are not represented by an IRWM Region, or to drill down into more detail on previously identified DAC issues. Focused assessments will examine capacity and quality of service in water supply, wastewater, and/or flood control systems. Assessments will include outreach to small utility providers.

Additionally, workshops will be held to determine community needs and priorities. Surveys may also be conducted to inform future projects such as capacity-building. Focused assessments will be completed by the contracted consultant team.

**Deliverables:**

- Individual Focused Needs Assessment Reports

**Task 5: Workshops, Training, and Education**

Provide learning opportunities for DACs by coordinating training meetings, as well as the development of educational materials (translated, if necessary), workshop curricula, and education meeting agendas. Materials may also include educational videos. Approximately seven meetings will be held throughout the SJRFA, with specific attention paid to making these meetings accessible to DACs (in location and timing). Educational tours may also be conducted. Workshops and materials developed under this task may address topics such as IRWM Planning, funding opportunities, water conservation, water quality, wastewater, and groundwater sustainability management. Workshops, training materials, and educational materials will be planned in detail based on the findings of the Needs Assessment conducted under Task 2.

**Deliverables:**

- Workshop and Training Materials
- Meeting Agendas, Notes, and Sign-In Sheets
- Curricula

**EXHIBIT B**  
**BUDGET**

Task	Local Project Sponsor	Disadvantaged Community Involvement Project	Grant Amount
<b>1</b>	San Luis & Delta-Mendota Water Authority	Grant proposal and Administration Assistance	\$192,203
<b>2</b>	San Luis & Delta-Mendota Water Authority	DAC Needs Assessment	\$107,337
<b>3</b>	Contra Costa Water District	Grant Administration	\$180,659
<b>4</b>	Contra Costa Water District	SJRFA IRWM Region Coordination	\$177,693
<b>5</b>	Regional Water Authority, The Environmental Justice Coalition for Water	DAC and URC Water Education and Improvement Project	\$148,000
<b>6*</b>	Contra Costa Water District	Santiago Island Village Water Consolidation Technical Assistance	\$147,983
<b>7*</b>	Stanislaus County	Evaluation of Stormwater Mgmt. & Groundwater Recharge Projects in Dry Creek Watershed	\$147,718
<b>8</b>	San Joaquin County	Eastern San Joaquin Regional Planning Project	\$148,000
<b>9</b>	Madera County	Madera Regional Planning Project	\$148,000
<b>10</b>	Merced Irrigation District	Merced County Well Survey and Database	\$148,000
<b>11</b>	San Luis & Delta-Mendota Water Authority	Support for DAC Involvement in Westside-San Joaquin IRWM Planning	\$132,084
<b>12</b>	Contra Costa Water District	SJRFA DAC Technical Assistance	\$835,323
<b>13</b>	Contra Costa Water District	SJRFA DAC Capacity Building	\$587,000
<b>Total</b>			<b>\$3,100,000</b>

\*Although not required, there are cost share funds being used for these projects from either the Local Project Sponsor or the State Water Resources Control Board.

**EXHIBIT C  
SCHEDULE**

Project	Jan. 2018	Apr. 2019	Jul. 2019	Oct. 2019	Jan. 2019	Apr. 2020	Jul. 2020	Oct. 2020	Jan. 2020	Apr. 2021	Jul. 2021	Oct. 2021	Jan. 2021	Apr. 2022	Jul. 2022
1 Grant Proposal and Administration Assistance															
2 DAC Needs Assessment															
3 Grant Administration															
Executed Agreement	*														
Quarterly Reports		*	*	*	*	*	*	*	*	*	*	*	*	*	*
Final Report															*
4 SJRFA IRWM Region Coordination															
5 DAC and URC Water Education and Improvement Project															
6 SIV Water Consolidation Technical Assistance															
7 Evaluation of Stormwater Mgmt. and Groundwater Recharge Projects in Dry Creek Watershed															
8 Eastern San Joaquin Regional Planning Project															
9 Madera Regional Planning Project															
10 Merced County Well Survey and Database															
11 Support for DAC Involvement in Westside-San Joaquin IRWM Planning															
12 SJRFA DAC Technical Assistance															
13 SJRFA DAC Capacity Building															

\* Asterisk connotes a single event within a month (it could be 'executed' or submitted at any time within that month)

\*\* Projects 1-4, 12, and 13 are Funding Area wide while Projects 5-11 are IRWM Region specific



**EXHIBIT D**  
**STANDARD CONDITIONS**

**D.1) ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:**

- a) **Separate Accounting of Funding Disbursements and 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 and disbursements of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
- b) **Fiscal Management Systems and Accounting Standards:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law or this Grant Agreement.
- c) **Disposition of Money Disbursed:** All money disbursed pursuant to this Grant Agreement shall be deposited, administered, and accounted for pursuant to the provisions of applicable law and be placed in a non-interest bearing account.
- d) **Remittance of Unexpended Funds:** Grantee shall remit to State any unexpended funds that were disbursed to Grantee under this Grant Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant Agreement, whichever comes first.

**D.2) ACKNOWLEDGEMENT OF CREDIT:** Grantee shall include appropriate acknowledgement of credit to the State and to all cost-sharing partners for their support when promoting the Projects or using any data and/or information developed under this Grant Agreement. During construction of each project, Grantee shall install a sign at a prominent location, which shall include a statement that the project is financed under Water Quality, Supply and Infrastructure Improvement Act of 2014, administered by State of California, Department of Water Resources. Grantee shall notify State that the sign has been erected by providing them with a site map with the sign location noted and a photograph of the sign.

**D.3) AIR OR WATER POLLUTION VIOLATION:** Under State laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to § 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

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

- D.5) AMERICANS WITH DISABILITIES ACT:** By signing this Grant Agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
- D.6) APPROVAL:** This Agreement is of no force or effect until signed by all parties to the agreement. Grantee may not submit invoices or receive payment until all required signatures have been obtained.
- D.7) AUDITS:** State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of Projects, with the costs of such audit borne by State. After completion of the Projects, State may require Grantee to conduct a final audit to State's specifications, at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may elect to pursue any remedies provided in Paragraph 12 or take any other action it deems necessary to protect its interests.
- Pursuant to Government Code §8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three years after final payment under this Grant Agreement with respect to all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after project completion or final billing, whichever comes later.
- D.8) BUDGET CONTINGENCY:** If the Budget Act of the current year covered under this Grant Agreement does not appropriate sufficient funds for the Proposition 1 Implementation Grant Program, this Grant Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Grant Agreement. In this event, State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement. Nothing in this Grant Agreement shall be construed to provide Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, State shall have the option to either cancel this Grant Agreement with no liability occurring to State, or offer a Grant Agreement amendment to Grantee to reflect the reduced amount.
- D.9) CALIFORNIA CONSERVATION CORPS:** As required in Water Code §79038(b), Grantee shall examine the feasibility of using the California Conservation Corps or community conservation corps to accomplish the habitat restoration, enhancement and protection activities listed in the Exhibit A, Work Plan, and shall use the services of one of these organizations whenever feasible.
- D.10) CEQA:** Activities funded under this Grant Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA) (Public Resources Code §21000 et seq.). Information on CEQA may be found at the following links:

Environmental Information: <http://resources.ca.gov/ceqa/>

California State Clearinghouse Handbook:  
[https://www.opr.ca.gov/docs/SCH\\_Handbook\\_2012.pdf](https://www.opr.ca.gov/docs/SCH_Handbook_2012.pdf)

- D.11) CHILD SUPPORT COMPLIANCE ACT:** For any Grant Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code §7110, that:
- a) The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with §5200) of Part 5 of Division 9 of the Family Code; and
  - b) The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.12) CLAIMS DISPUTE:** Any claim that the Grantee may have regarding performance of this agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the State's Project Manager, within thirty (30) calendar days of the Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
- D.13) COMPETITIVE BIDDING AND PROCUREMENTS:** Grantee shall comply with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations in Grantee's contracts with other entities for acquisition of goods and services and construction of public works with funds provided by State under this Grant Agreement.
- D.14) COMPUTER SOFTWARE:** Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.15) CONFLICT OF INTEREST:** All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code, §1090 and Public Contract Code, §10410 and §10411, for State conflict of interest requirements.
- a) **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
  - b) **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

- c) Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Government Code §87100 *et seq.*
- d) Employees and Consultants to the Grantee: Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.

- D.16) DELIVERY OF INFORMATION, REPORTS, AND DATA:** Grantee agrees to expeditiously provide throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by State.
- D.17) DISPOSITION OF EQUIPMENT:** Grantee shall provide to State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.
- D.18) DRUG-FREE WORKPLACE CERTIFICATION:** Certification of Compliance: By signing this Grant Agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code §8350 *et seq.*) and have or will provide a drug-free workplace by taking the following actions:
- a) Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code §8355(a)(1).
  - b) Establish a Drug-Free Awareness Program, as required by Government Code §8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:
    - i) The dangers of drug abuse in the workplace,
    - ii) Grantee's policy of maintaining a drug-free workplace,
    - iii) Any available counseling, rehabilitation, and employee assistance programs, and
    - iv) Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
  - c) Provide, as required by Government Code §8355(a)(3), that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
    - i) Will receive a copy of Grantee's drug-free policy statement, and
    - ii) Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.
- D.19) FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL:** Upon completion of the Project, Grantee shall provide for a final inspection and certification by the appropriate registered professional (California Registered Civil Engineer or Geologist) that the Project has

been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement. Grantee shall notify the State's Project Manager of the inspection date at least 14 calendar days prior to the inspection in order to provide State the opportunity to participate in the inspection.

- D.20) GRANTEE COMMITMENTS:** Grantee accepts and agrees to comply with all terms, provisions, conditions and commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
- D.21) GRANTEE NAME CHANGE:** Approval of the State's Program Manager is required to change the Grantee's name as listed on this Grant Agreement. Upon receipt of legal documentation of the name change the State will process an amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
- D.22) GOVERNING LAW:** This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.23) INDEMNIFICATION:** Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Projects and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insured on their liability insurance for activities undertaken pursuant to this Agreement.
- D.24) INDEPENDENT CAPACITY:** Grantee, and the agents and employees of Grantees, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.25) INSPECTION OF BOOKS, RECORDS, AND REPORTS:** During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.
- D.26) INSPECTIONS OF PROJECT BY STATE:** State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with State.
- D.27) INVOICE DISPUTES:** In the event of an invoice dispute, payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided may result in return of the invoice to the Grantee. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. Any claim that Grantee may have regarding the performance of this Grant Agreement including, but not limited to claims for additional compensation or extension of time, shall be submitted to the DWR Project Manager within thirty (30) calendar days of



Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to the Grant Agreement to implement the terms of any such resolution.

- D.28) NONDISCRIMINATION:** During the performance of this Grant Agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medical and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code § 12990 (a-f) *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, § 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code § 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.

- D.29) NO DISCRIMINATION AGAINST DOMESTIC PARTNERS:** For contracts over \$100,000 executed or amended after January 1, 2007, the Grantee certifies by signing this Grant Agreement, under penalty of perjury under the laws of State of California that Grantee is in compliance with Public Contract Code § 10295.3.
- D.30) OPINIONS AND DETERMINATIONS:** Where the terms of this Grant Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.31) PERFORMANCE AND ASSURANCES:** Grantee agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in Exhibit A (Work Plan) and to apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law.
- D.32) PRIORITY HIRING CONSIDERATIONS:** If this Grant Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant Agreement to qualified recipients of aid under Welfare and Institutions Code § 11200 in accordance with Public Contract Code § 10353.
- D.33) PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Projects, or with Grantee's service of water, without prior permission of State. Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee to meet its obligations under this Grant Agreement, without prior written permission of

State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.

- D.34) REMEDIES NOT EXCLUSIVE:** The use by either party of any remedy specified herein for the enforcement of this Grant Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.35) RETENTION:** Notwithstanding any other provision of this Grant Agreement, State may, for each project, withhold five percent (5.0%) of the funds requested by Grantee for reimbursement of Eligible Costs. Each project in this Grant Agreement will be eligible to release its respective retention when that project is completed and Grantee has met requirements of Paragraph 17, "Submissions of Reports", except in the case of the last project to be completed under this Grant Agreement, in which case retention for such project will not be disbursed until the "Final Report" is submitted to and approved by State. State shall disburse retained funds to the Grantee.
- D.36) RIGHTS IN DATA:** Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act., Government Code §6250 *et seq.* Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to State for financial support. Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.37) SEVERABILITY:** Should any portion of this Grant Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant Agreement shall continue as modified.
- D.38) STATE REVIEWS:** 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 their responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the projects.
- D.39) SUSPENSION OF PAYMENTS:** This Grant Agreement may be subject to suspension of payments or termination, or both, and Grantee may be subject to debarment if the State determines that:
- a) Grantee, its contractors, or subcontractors have made a false certification, or
  - b) Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant Agreement.
- D.40) 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.41) TERMINATION BY GRANTEE:** Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing



so, Grantee must provide a reason(s) for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date.

- D.42) TERMINATION FOR CAUSE:** Subject to the right to cure under Paragraph 11, the State may terminate this Grant Agreement and be relieved of any payments should Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 12.
- D.43) TERMINATION WITHOUT CAUSE:** The State may terminate this Grant Agreement without cause on 30 calendar days advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.44) THIRD PARTY BENEFICIARIES:** 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 Agreement, or any duty, covenant, obligation or understanding established herein.
- D.45) TIMELINESS:** Time is of the essence in this Grant Agreement.
- D.46) TRAVEL:** Travel includes the reasonable and necessary costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Agreement. Travel and per diem expenses to be reimbursed under this Agreement shall be at the same rates the State provides for unrepresented employees in accordance with the provisions of Title 2, Chapter 3, of the California Code of Regulations and shall be reimbursed consistent with the rates current at the time of travel. These rates are published at: <http://www.calhr.ca.gov/employees/Pages/travel-meals.aspx>, or its successor website. For the purpose of computing such expenses, Grantee's designated headquarters shall be: 1331 Concord Ave, Concord, CA 94520. No travel outside the San Joaquin River Funding Area shall be reimbursed unless prior written authorization is obtained from the State's Project Manager.
- D.47) VENUE:** The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.48) 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.49) WORKERS' COMPENSATION:** Grantee affirms that it is aware of the provisions of §3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Grant Agreement and will make its contractors and subcontractors aware of this provision.

**EXHIBIT E**  
**AUTHORIZING RESOLUTION**

**RESOLUTION NO. 18-017**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CONTRA COSTA  
WATER DISTRICT AUTHORIZING EXECUTION OF AN AGREEMENT WITH  
THE CALIFORNIA DEPARTMENT OF WATER RESOURCES FOR THE  
DISADVANTAGED COMMUNITY INVOLVEMENT GRANT PROGRAM**

WHEREAS, on November 14, 2014, California voters approved Proposition 1, the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Water Code Section 79700 *et seq.*) that authorized the Legislature to appropriate \$510,000,000 for Integrated Regional Water Management funding; and

WHEREAS, the intent of the Integrated Regional Water Management program is to encourage integrated regional management of water resources and provide funding for projects that support integrated water management planning and implementation; and

WHEREAS, Water Code Section 79745 directs not less than \$51 million for the purpose of ensuring the involvement of Disadvantaged Communities, economically distressed areas, and underrepresented communities within regions, with the funds to be awarded on non-competitive basis; and

WHEREAS, the California Department of Water Resources is responsible for administration of the Integrated Regional Water Management funding under Proposition 1 and solicitation of funding proposals for the Disadvantaged Community Involvement Grant Program; and

WHEREAS, there is grant funding of at least \$3,100,000 available with no required funding match for the San Joaquin River Funding Area to support the following DWR Disadvantaged Community Involvement Grant Program objectives: (1) work collaboratively to involve Disadvantaged Communities, community-based organizations, and stakeholders in

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September 5, 2018  
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Integrated Regional Water Management planning efforts to ensure balanced access and opportunity for participation in the Integrated Regional Water Management planning process; (2) increase the understanding, and where necessary, identify the water management needs of Disadvantaged Communities on a Funding Area basis; and (3) develop strategies and long-term solutions that appropriately address the identified Disadvantaged Community water management needs; and

WHEREAS, the Contra Costa Water District, together with participating agencies in the San Joaquin River Funding Area, has submitted a funding proposal to the California Department of Water Resources with eligible projects that support the program's objectives and that will be implemented by Local Project Sponsors; and

WHEREAS, the California Department of Water Resources has approved of the San Joaquin River Funding Area's proposal for the Disadvantaged Community Involvement Grant Program; and

WHEREAS, each of the seven participating Integrated Regional Water Management regions in the San Joaquin Funding Area unanimously support pursuit of the Disadvantaged Community Involvement Grant Program funding and Contra Costa Water District serving as grantee to an agreement with the Department of Water Resources on behalf of the San Joaquin Funding Area for the grant funds; and

WHEREAS, grant application procedures established by DWR require applicants to provide a copy of a resolution adopted by the applicant's governing body designating an authorized representative to enter into an agreement to receive grant funding.

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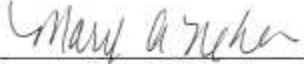
NOW, THEREFORE, BE IT RESOLVED that the General Manager, or designee, is hereby authorized to execute any and all agreements and amendments thereto, in a form to be approved by legal counsel, and payment requests that may be necessary to receive Integrated Regional Water Management Disadvantaged Community Involvement Grant Program funding and to complete the terms specified in the funding proposal.

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The foregoing Resolution was duly and regularly adopted at a meeting held on the 5th day of September 2018 by the Board of Directors of Contra Costa Water District by the following vote of the Board:

- AYES: Boatmun, Holdaway, Avila, Borba, Burgh
- NOES:
- ABSTAIN:
- ABSENT:

  
 \_\_\_\_\_  
 Lisa M. Borba, President

ATTEST:  
  
 \_\_\_\_\_  
 Mary A. Neher, District Secretary

Attachment: Agreement [Revision 1] (5680 : PW - Proposition I Disadvantaged Community Involvement Grant Program)

**EXHIBIT F**  
**LOCAL PROJECT SPONSORS**

Grantee has assigned, for each project, a Local Project Sponsor according to the roles of the participating agencies identified in the IRWM Plan. Local Project Sponsors may act on behalf of Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. Local Project Sponsors are identified for each Sponsored Project below:

<b>Sponsored Project</b>	<b>Sponsor Agency</b>	<b>Agency Address</b>
Project 1 – Grant Proposal and Administration Assistance	San Luis & Delta-Mendota Water Authority	P.O. Box 2157 Los Banos, CA 93635
Project 2 – DAC Needs Assessment	San Luis & Delta-Mendota Water Authority	P.O. Box 2157 Los Banos, CA 93635
Project 3 – Grant Administration	Contra Costa Water District	P.O. Box H20 Concord, CA 94524
Project 4 – SJRFA IRWM Region Coordination	Contra Costa Water District	P.O. Box H20 Concord, CA 94524
Project 5 – DAC and URC Water Education and Improvement Project	Regional Water Authority  Environmental Justice Coalition for Water	5620 Birdcage St #180 Citrus Heights, CA 95610  P.O. Box 188911 Sacramento, CA 95818-8911
Project 6 – Santiago Island Village Water Consolidation Technical Assistance	Contra Costa Water District	P.O. Box H20 Concord, CA 94524
Project 7 – Evaluation of Stormwater Management and Groundwater Recharge projects in Dry Creek Watershed	Stanislaus County	1010 Tenth Street, Suite 4200 Modesto, CA 95354
Project 8 – Eastern San Joaquin Regional Planning Project	San Joaquin County	P.O. Box 1810 Stockton, CA 95201-3018
Project 9 – Madera Regional Planning Project	Madera County	200 West Fourth St. Madera, CA 93637
Project 10 – Merced County Well Survey and Database	Merced Irrigation District	744 W 20 <sup>th</sup> St Merced, CA 95340
Project 11 – Support for DAC Involvement in Westside-San Joaquin IRWM Planning	San Luis & Delta-Mendota Water Authority	P.O. Box 2157 Los Banos, CA 93635
Project 12 – SJRFA DAC Technical Assistance	Contra Costa Water District	P.O. Box H20 Concord, CA 94524
Project 13 – SJRFA DAC Capacity Building	Contra Costa Water District	P.O. Box H20 Concord, CA 94524



**EXHIBIT G****REPORT FORMATS AND REQUIREMENTS**

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

**PROGRESS REPORTS**

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

- Estimate of percent work complete.
- Milestones or deliverables completed during the reporting period.
- Discussion of work accomplished during the reporting period and submission of deliverables per Exhibit A.
- Scheduling concerns and issues encountered that may delay completion of the task.
- Work anticipated for the next reporting period.
- Updated schedule or budget inclusive of any changes that have occurred.

**FINAL REPORT**

The Final Report shall generally use the following format. This format may be modified as necessary to effectively communicate information on the various projects in the IRWM Program funded by this Grant Agreement, and includes the following:

**Executive Summary**

The Executive Summary consists of a maximum of twenty (20) pages summarizing information for the grant as well as the individual projects.

**Stakeholder Summary**

- General description of water management needs of DACs, Economically Distressed Areas (EDAs), and underrepresented communities at the Funding Area learned from the activities performed in this program
- General summary of DACs, EDAs, and underrepresented communities involved in IRWM efforts through this Program
- Map(s) identifying all DACs, EDAs, and underrepresented communities with IRWM regions learned from the activities performed in this program

**Involvement Activity Summary**

- General description of involvement activities performed in this Program, including both successful and unsuccessful involvement activities
- Identification of projects developed from the DAC involvement activities, if applicable

**Findings**

- Needs Assessment
  - Narrative summary of community characteristics identified and specific community water management needs and resources (technical, managerial, and financial) to address the needs of DACs, EDAs, and underrepresented communities
  - Needs Assessment template table filled in (at the community level)
- Identification of ongoing barriers for DAC involvement in IRWM efforts



- Recommendations for water managers on future DAC involvement activities in IRWM efforts

### **Looking into the Future**

- Next steps for the IRWM regions to continue DAC involvement efforts

### **References**

## EXHIBIT H REQUIREMENTS FOR STATEWIDE MONITORING AND DATA SUBMITTAL

### Surface and Groundwater Quality Data

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports, as described in Exhibit G.

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website: <http://www.ceden.org>.

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program Information on the GAMA Program can be obtained at: [http://www.waterboards.ca.gov/gama/geotracker\\_gama.shtml](http://www.waterboards.ca.gov/gama/geotracker_gama.shtml). If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program.

### Groundwater Level Data

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

**EXHIBIT I****STATE AUDIT DOCUMENT REQUIREMENTS GUIDELINES FOR GRANTEES****State Audit Document Requirements**

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

Internal Controls:

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

State Funding:

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

Contracts:

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

Invoices:

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

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips or bank statements showing deposit of the payments received from the State.

3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the Grant Agreement.

Accounting Records:

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

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

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

Project Files:

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