Title: Authorizing a Project Agreement with Regional Water Authority for the Proposition 1, Round 1 Integrated Regional Water Management (IRWM) Implementation Grant

Location: Citywide

Recommendation: Adopt a Resolution authorizing the City Manager, or the City Manager’s designee to: 1) sign the Project Agreement with the Regional Water Authority (RWA) for the Proposition 1, Round 1, Integrated Regional Water Management Program Grant; 2) prepare the necessary data, and execute all reporting documents, payment requests, and other documentation for compliance applicable to the grant, through the use of e-signatures, for the duration of the project; and 3) establish revenue and expenditure budgets in the Well Rehabilitation Program (Z14110100, Fund 6205) project in an amount not-to-exceed $1,022,000.

Contact: William O. Busath, Director (916) 808-1434, Chuong (Ryan) Pham, Business Services Manager (916) 808-8995, Dean Fujimoto, Program Manager (916) 808-6645, Tyler Stratton, Program Specialist, (916) 808-3508, Department of Utilities.

Presenter: None

Attachments:
1-Description/Analysis
2-Resolution
3-Agreement
Description/Analysis

Issue Detail: RWA is a joint powers authority, formed to serve and represent regional water supply interests and assist its members in protecting and enhancing the reliability, availability, affordability, and quality of water resources. On August 20, 2019, the City Council approved the Department of Utilities (DOU) to enter into a joint agreement with RWA to apply for the Proposition 1, Round 1, Integrated Regional Water Management (IRWM) Implementation Grant (IRWM Implementation Grant), through motion number 2019-01095.

RWA coordinated a multi-agency grant application for the IRWM Implementation Grant and was awarded $8,749,750. The City of Sacramento is listed as a recipient for the City’s Groundwater Well Recharge Improvement project. Of the $8,749,750 awarded grant funds, the City will receive an amount not-to-exceed $1,022,000.

To receive and utilize the City’s share of the grant funding, for an amount not to exceed $1,022,000, the City needs to execute a Project Agreement with RWA and take related actions.

Policy Considerations: Council Resolution 2020-0123 requires City Council approval to apply for operating grants of more than $250,000.

Economic Impacts: NONE

Environmental Considerations: The Community Development Department, Environmental Services Manager has determined that the proposed activity is not a project pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15378(b). The fiscal management of the DOU’s CIP is an ongoing administrative fiscal activity and is not subject to CEQA pursuant to CEQA Guidelines Section 15060(c)(3).

Sustainability: The project is consistent with the City's Sustainability Master Plan goal by enabling DOU to continue improvements to the Well Rehabilitation Program.

Commission/Committee Action: Not Applicable

Rationale for Recommendation: RWA coordinated a multi-agency grant application for the IRWM Implementation Grant. The City of Sacramento is listed as a recipient. The funding will be used in the continuous effort to improve water quality, increase water supply resiliency and reliability, and continue funding for the City’s Well Rehabilitation Program.
**Financial Considerations:** The Project Agreement with RWA awards the City of Sacramento $1,022,000 in grant funding as a sub-recipient. Acceptance of this agreement necessitates establishing project revenue and expense budgets in the Well Rehab Program (Z14110100, Fund 6205) for a not-to-exceed amount of $1,022,000.

There is no match required for the grant funding, however, there is an $8,232 required project management fee. There are sufficient funds within the Well Rehabilitation Program (Z14110100, Fund 6005) to pay for the City’s share of the project management fee.

There are no General Funds allocated or planned for this project.

**Local Business Enterprise (LBE):** Not Applicable
RESOLUTION NO. 2021 –
Adopted by the Sacramento City Council

June 8, 2021

Authorizing a Project Agreement with Regional Water Authority for the Proposition 1, Round 1, Integrated Regional Water Management (IRWM) Implementation Grant

BACKGROUND

A. The Regional Water Authority (RWA) is a joint power authority (JPA), formed to serve and represent regional water supply interests and to assist the members in protecting and enhancing the reliability, availability, affordability, and quality of water resources.

B. The City of Sacramento is a member of the RWA JPA and worked with RWA to identify the Groundwater Well Rehabilitation Project for this grant opportunity. On August 20, 2019, the City Council approved the Department of Utilities’ (DOU) entry into a joint agreement with RWA to apply for the Proposition 1, Round 1, Integrated Regional Water Management (IRWM) Implementation Grant, through motion number 2019-01095.

C. RWA has been awarded $8,749,750 in grant funding by the California Department of Water Resources (DWR) for Proposition 1, Round 1, IRWM Implementation Grant.

D. The grant award will provide funding to several different agencies, including the City of Sacramento, DOU for the continued support of regional water efficiency and well rehabilitation programs.

E. Approval of a Project Agreement with RWA will allow the City to receive an amount not-to-exceed $1,022,000 of the grant funds obtained by RWA, with an obligation for the City to pay RWA a Project Management fee in the amount not-to-exceed $8,232.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

Section 1. The City Manager, or the City Manager’s designee, is authorized to:

A. Sign the Project Agreement between the City and the Regional Water Authority, to receive funding for the Regional Water Authority:
Proposition 1 Round 1 IRWM Implementation Program Grant;

B. Prepare the necessary data; and execute all reporting, payment requests, and documentation of compliance applicable to the grant, through the use of e-signatures, for the duration of the project; and,

C. Establish revenue and expenditure budgets in the Well Rehabilitation Program (Z14110100, Fund 6205) in an amount not-to-exceed $1,022,000.
This Agreement is made and entered into as of the ___ day of June, 2021, by and between the Regional Water Authority ("RWA"), a joint exercise of powers authority formed under California Government Code section 6500, and following, and the RWA Members and Contracting Entities listed in Exhibit 1 to this Agreement, upon their execution of this Agreement (who are collectively referred to in this Agreement as “Participants”), to provide for carrying out a project or program that is within the authorized purposes of RWA, and sharing in the cost and benefits by the Participants.

**RECITALS**

A. RWA is a joint powers authority, formed to serve and represent regional water supply interests and to assist its members in protecting and enhancing the reliability, availability, affordability and quality of water resources.

B. The joint powers agreement ("RWA JPA") pursuant to which RWA was formed and operates, authorizes RWA to enter into a “Project or Program Agreement,” which is defined in the RWA JPA as an agreement between RWA and two or more of its Members or Contracting Entities to provide for carrying out a project or program that is within the authorized purposes of RWA, and sharing in the cost and benefits by the parties to the Project or Program Agreement.

C. Article 21 of the RWA JPA states: “The Regional Authority’s projects are intended to facilitate and coordinate the development, design, construction, rehabilitation, acquisition or financing of water-related facilities (including sharing in the cost of federal, State or local projects) on behalf of Members and/or Contracting Entities. The Regional Authority may undertake the development, design, construction, rehabilitation, acquisition or funding of all or any portion of such projects on behalf of Members and/or Contracting Entities in the manner and to the extent authorized by such Members and/or Contracting Entities as provided in this Agreement, but shall not accomplish these functions, nor acquire or own water-related facilities in its own name.”

D. Article 22 of the RWA JPA states: “Prior to undertaking a project or program, the Members and/or Contracting Entities who elect to participate in a project or program shall enter into a Project or Program Agreement. Thereafter, all assets, benefits and obligations attributable to the project shall be assets, benefits and obligations of those Members and/or Contracting Entities that have entered into the Project or Program Agreement. Any debts, liabilities, obligations or indebtedness incurred by the Regional Authority in regard to a particular project or program, including startup costs advanced by the Regional Authority, shall be obligations of the participating Members and/or Contracting Entities, and shall not be the debts, liabilities, obligations and indebtedness of those Members and/or Contracting Entities who have not executed the Project or Program Agreement.”
E. RWA and the Participants desire to carry out a project and share in the costs and benefits of the project, as a Project or Program Agreement as provided for in Articles 21 and 22 of the RWA JPA.

F. RWA developed and adopted an Integrated Regional Water Management (“IRWM”) Plan for the lower American River Basin (“ARB”) to identify objectives and projects that will result in water supplies for all uses in a sustainable environment.

G. The California Department of Water Resources has awarded a Proposition 1 Round 1 IRWM Implementation Grant to fund projects in the ARB IRWM Plan.

In consideration of the promises, terms, conditions and covenants contained herein, the parties to this Agreement hereby agree as follows:

1. **Recitals Incorporated.** The foregoing recitals are hereby incorporated by reference.

2. **Description of the Project.** The project that RWA and the Participants desire to carry out involves completing the suite of projects included in RWA’s application to the California Department of Water Resources (“DWR”) for a Prop 1 Round 1 IRWM Implementation Grant under the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1), to fund certain Participant projects as submitted on November 15, 2019. These projects are identified in Exhibit 1 of this Project Agreement.

3. **Project Committee.** The Participants hereby form a Project Committee consisting of one representative (and one or more alternates) designated by each Participant. The Project Committee will meet as necessary from time to time to administer and implement this Agreement on behalf of the Participants. A majority of the members of the Project Committee will constitute a quorum, and a majority of the members of the Project Committee will be required for an affirmative vote to take action on behalf of the Participants.

4. **Sharing in Project Costs and Benefits.** Each Participant will pay an apportioned share of project management costs (“Management Fee”), which include all estimated project management expenses (see Article 7 of this Agreement) for the duration of the Project. The Grant Award and Management Fee for each Participant is shown in Exhibit 1. Except as otherwise authorized in this Agreement, a Participant’s Management Fee shall not exceed the amount shown in Exhibit 1. A portion of the Management Fee of each of the Participants will be funded directly through the grant award. That portion will not be directly reimbursed to the Participants, but will be used to cover a portion of RWA’s project management costs. This results in the Net Grant Award shown in Exhibit 1, which will be directly reimbursed to the Participants.

The Project Committee will pay back any surplus funds, including any excess Management Fees, to the Participants on an apportioned share basis reflecting the amount of the payments made by each of the Participants. In accordance with the provisions of Articles 21 and 22 of the RWA JPA, any debts, liabilities, obligations or indebtedness incurred by RWA in regard to the Project
will be the obligations of the Participants, and will not be the debts, liabilities, obligations and indebtedness of those Members and/or Contracting Entities who have not executed this Agreement.

5. Role of Participants. Participants to this Project Agreement acknowledge that RWA will execute a grant agreement with DWR to accept the Proposition 1 Round 1 IRWM Implementation Grant. The Participants, acting as Local Project Sponsors, shall assume responsibility of individual project management, oversight, compliance, and operations and maintenance of their respective projects. The Participants shall also act on behalf of RWA in the fulfillment of responsibilities as specified in the grant agreement with DWR. Specified responsibilities are identified in Exhibit 2 of this Project Agreement. RWA will have no obligation to prepare and submit invoices or take any other actions on behalf of, or liability for failing to take any action in regard to obtaining reimbursement for, any Participant that breaches one or more of its responsibilities provided in this Agreement or Exhibit 2 hereof and that fails to cure such breach promptly after receipt of notice from RWA of the breach and requirements for curing the breach. RWA also will have no liability to any Participant for the unavailability of grant funds from the DWR or any other state or federal agency.

6. Role of RWA. The Executive Director of RWA will: (a) ensure that the interests of Members and Contracting Entities of RWA who do not participate in this Project are not adversely affected in performing this Agreement, (b) provide information to the Participants on the status of implementation of the Project, (c) assist the Project Committee in carrying out its activities under this Agreement, and (d) administer implementation of the grant on behalf of RWA and the Participants consistent with the determinations of the Project Committee and the provisions of this Agreement.

7. RWA Project Management Expenses. As part of the project management budget of $158,648 (including legal fees, data collection and retrieval, report preparation, project management, project audits, and other activities necessary to complete the project), each Participant will pay RWA the amount shown in Exhibit 1 as its Management Fee. The Participant Local Share Management Fee being collected represents the 42 percent minimum local cost share required under the DWR grant award; the DWR grant award will fund up to 58 percent (or a maximum of $92,794) of the RWA Management Fee. The amount of $158,648 to manage the grant is based on a cost estimate developed by RWA staff, which is attached as Exhibit 3. While none are anticipated at this time, any fee increases above the not-to-exceed budget would require a written amendment to this Agreement approved by each Participant.

8. Authorization to Proceed with the Project. The Project is authorized to proceed upon the commitment of $65,854 by Project Participants to fund the initial Project costs. Upon execution of this Agreement, each Participant agrees to pay their Management Fee as required by Articles 4 and 7. Payments will be due and payable upon RWA’s presentation of an invoice to each Participant.

9. Term. This Agreement will remain in effect for as long as any obligations under this Agreement remain outstanding.
10. Withdrawal. A Participant may withdraw from this Agreement at any time, effective upon sixty days’ notice to RWA and the other Participants, provided that the withdrawing Participant will not be entitled to a refund of any portion of its initial Project costs and initial Management Fee payment.

11. Amendments. This Agreement may be amended from time to time with the approval of all of the Participants and RWA.

12. General Provisions. Any notice to be given under this Agreement may be made by: (a) depositing in any United States Post Office, postage prepaid, and shall be deemed received at the expiration of 72 hours after its deposit; (b) transmission by electronic mail; or (c) personal delivery. This Agreement shall be governed by the laws of the State of California. This Agreement may be executed by the parties in counterpart, each of which when executed and delivered shall be an original and all of which together will constitute one and the same document.

The foregoing Proposition 1 Round 1 IRWM Implementation Grant Project Agreement, is hereby consented to and authorized by RWA and the Participants.

Dated: ______ __, 2021

__________________________
Signature

__________________________
Name

Regional Water Authority

Dated: ______ __, 2021

__________________________
Signature

__________________________
Name

__________________________
Organization
# EXHIBIT 1

## PROJECT PARTICIPANT AWARDS AND FEES

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<tr>
<th>#</th>
<th>Organization</th>
<th>Project Name</th>
<th>Revised Grant Award</th>
<th>Total Management Fee</th>
<th>Grant Share Management Fee</th>
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<td>$92,794</td>
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EXHIBIT 2

PARTICIPANT/LOCAL PROJECT SPONSOR OBLIGATIONS UNDER DWR
PROPOSITION 1 ROUND 1 IRWM DROUGHT GRANT AGREEMENT

Each Participant listed in Exhibit 1, acting as a Local Project Sponsor, has agreed in accordance with Section 5 of the Program Agreement that it will fully and timely perform all Local Project Sponsor obligations. Under Article 5 of the Proposition 1 Round 1 Implementation Grant Agreement between RWA and DWR (“Grant Agreement”), each Local Project Sponsor is required to act on behalf of RWA for the purposes of individual project management, oversight, compliance, and operations and maintenance, and to act on behalf of RWA in the fulfillment of RWA’s responsibilities under the agreement.

The Grant Agreement is attached as Appendix A to this Exhibit 2 and made a part hereof. The attached draft agreement will be replaced as necessary with any amended drafts and, when executed, with the final document. RWA will provide each Participant with a copy of the executed final Grant Agreement. Any new or amended terms and conditions in subsequent versions of the Grant Agreement will govern over the similar terms and conditions stated in this Exhibit 2.

Each Participant will include all applicable provisions in this Exhibit 2 as contract terms, conditions or specifications in any consulting, construction or other contract let to a contractor or subcontractor to carry out any portion of a project funded under the Grant Agreement.

With reference to the attached Grant Agreement, each Participant is required to:

I. Financial Provisions

A. Cost Share. Each Participant shall be obligated to provide its agreed local cost share for its project in the amount agreed between RWA and DWR and approved by Participant. Each participant may include eligible costs for its project incurred after January 1, 2015 in its local cost share amount.

B. General Funding Conditions. In order to be included in the agreement project(s) that are subject to the California Environmental Quality Act (CEQA) and/or environmental permitting (including final land purchases) shall not be included in the DWR Agreement until the CEQA process is completed and all permits necessary to begin construction are acquired.

Projects that have not completed CEQA will be included in the Agreement as a placeholder. Placeholder projects are not eligible for grant reimbursement and may not submit invoices to DWR until such time as they are fully included in the Agreement. An amendment to the Agreement will be allowed to include projects that complete CEQA and/or acquire permits necessary to begin construction within twelve months of Final Award.
Prior to the commencement of construction or implementation activities, if applicable, the Participant shall submit the following to DWR. 1. Final plans and specifications certified, signed and stamped by a California Registered Civil Engineer (or equivalent registered professional as appropriate) to certify compliance for each approved project as listed in Exhibit A of this Grant Agreement. Proceeding with work subject to CEQA prior to the DWR’s concurrence shall constitute a material breach of the Grant Agreement.

Each Participant is required to comply with the following general conditions: (1) demonstrate the availability of sufficient funds to complete its project by submitting the most recent 3 years of audited financial statements; (2) comply with Public Resources Code section 75102 to notify any California Native American tribe with traditional lands located within the project area of project construction using contact list maintained by the Native American Heritage Commission (this applies to projects filing a negative declaration or environmental impact report under CEQA after March 1, 2009; and (3) for groundwater management and recharge projects and projects with potential groundwater impacts, demonstrate compliance with the groundwater compliance options set forth on Article 17.

C. Eligible Project Costs. The Participant and Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, “Budget.” Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement.

D. Invoice Information. Invoices must include all of the information provided in Article 8, page 3 of the attached Grant Agreement. RWA will provide Participants with information on preparing reimbursement requests and the information required to prepare and submit invoices to DWR. Each Participant will promptly respond to any RWA request for additional information necessary for RWA staff to prepare reimbursement requests acceptable to DWR.

E. Accounting and Deposit of Funding Disbursement. Each Participant is obligated to account for the expenditure of all grant funds received. Participant’s obligations all of the accounting, disclosure and return of funds provisions set forth in Article D.1, Exhibit D of the attached Grant Agreement.

F. Travel. Each participant agrees that travel and per diem costs shall not be eligible for reimbursement with State funds, and shall not be eligible for computing participant cost match. Travel includes the costs of transportation, subsistence, and other associated costs incurred by personnel during the term of the attached Grant Agreement.

II. Permitting and Environmental Compliance

A. Environmental Compliance. No Participant may proceed with any project work that is subject to CEQA and any other environmental permitting requirements until Participant: (1) submits all applicable environmental permits indicated on the Environmental Information Form to DWR; (2)
provides copies of any CEQA documents required for its project to DWR; and (3) after DWR completes any required CEQA compliance review as a Responsible Agency, receives written concurrence from the DWR of Participant’s CEQA documents and DWR’s notice of verification of environmental permit submittal.

B. Permits, Licenses, and Approvals. Each Participant shall be responsible for ensuring that any and all permits, licenses, and approvals required for performing its project are obtained, and shall comply with federal, State and local laws, rules, and regulations, guidelines, and requirements applicable to its project. Each participant shall provide copies of permits and approvals to RWA for submission to DWR.

III. Reporting and Audit Obligations

A. Submission of Reports. Each Participant will provide all reports (including Quarterly Progress, Water Management Status, Project Completion, Grant Completion, and Post-Performance Reports), data, information, and certifications necessary for RWA to comply with all DWR reporting requirement provided in the Grant Agreement. RWA will provide Participants with template report forms, reporting and instructions and related assistance to ensure the timely preparation and submittal of all reports in the necessary formats required under the Grant Agreement. Participants will timely respond to any RWA requests for additional information and work on required reports. The types, format, content, and timing of required reports is provided in Exhibit F to the attached Grant Agreement and Participants are encouraged to review and familiarize themselves with that information. Water Management Status reporting requirements are described in Article 13, page 8 of the attached Grant Agreement.

B. State Audits. The State reserves the right to conduct an audit at any time between the execution of the Grant Agreement and the completion of any or all projects funded by the Grant Agreement. After completion of all projects, the State may require RWA to obtain a final audit conducted by an independent Certified Public Accountant. In addition, under Government Code section 8546.7, the State may audit the performance of the Grant Agreement or of individual projects for a period of three years after final payment under the Grant Agreement (i.e., completion of all projects and payment of closing invoice). Participants, and their contractors and subcontractors, are required to preserve all project-related records and data for a minimum of three years after final payment under the Grant Agreement. See Exhibit I to the attached Grant Agreement for a listing of documents and records that State Auditors would require for review if this grant or any individual project(s) funded by it are audited.

C. Disposition of Equipment. Upon RWA’s request, each Participant shall provide a final inventory list of equipment purchased with grant funds provided by DWR with a current estimated fair market value of more than $5,000 per item. Under the Grant Agreement, DWR reserves the right to take title and possession of any items listed in the inventory that it identified in writing within 60 days of receipt of such inventory. All other listed items shall become the Participant’s property.

D. Retention. DWR shall withhold ten percent (10%) of the funds, for each Project, until the Project is complete and Final Project Report is approved and accepted by DWR. Upon approval
of the Final Project report, any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest. As noted in Section III.A., above, and Article 14 of the Grant Agreement. Upon receipt of the retained funds held by DWR, RWA will distribute those funds to each Participant in accordance with the previously agreed amount due.

IV. Project Construction and Operation

A. Labor Code Compliance. Each Participant 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: https://www.dir.ca.gov/dlse/PWManualCombined.pdf. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.

B. Operation and Maintenance of Project. Each Participant shall ensure the proper start up and continued efficient and economical operation of its project. Such obligation includes making all repairs, renewals, and replacements necessary to the efficient operation and maintenance of the project. Operations and maintenance costs of funded projects are not reimbursable expenses under the Grant Agreement and each Participant shall be solely liable for payment of such costs.

C. Acknowledgement of Credit. Participants shall include appropriate acknowledgement of the State and any cost-sharing partners for their support when promoting their projects or using any data or information developed under the Grant Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Participant’s headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: “Funding for this project has been provided in full or in part from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 and through an agreement with the State Department of Water Resources.” The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph. Each participant shall notify RWA and DWR 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. Competitive Bidding and Procurement. Each Participant’s contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by State under this Grant Agreement shall be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services’ State Contracting Manual rules shall be followed.

E. Inspections and Certification by Engineer.
1. Upon completion of the Project, the Grantee shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications thereto and with the Grant Agreement.

2. The State shall have the right to inspect project work being performed at any and all reasonable times. Each Participant shall include provisions ensuring such access for the State in all contracts and subcontracts entered into for projects funded under the Grant Agreement. During regular office hours, State shall have the right to inspect and to make copies of any books, records, or reports of the Participant and its contractors and subcontractors relating to this Grant Agreement.

V. **Regulatory Requirements**

A. **Child Support Obligations.** Each Participant acknowledges and agrees that by participating in the grant, it recognizes the importance of child and family support obligations and will fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code. Each Participant also will fully comply with the earnings assignment orders of all employees and will provide the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

B. **Drug-Free Workplace.** Each Participant certifies, under penalty of perjury under the laws of State of California, its 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 all of the actions provided in Article D.16, Exhibit D to the attached Grant Agreement.

C. **Nondiscrimination.** Each Participant acknowledges and agrees that it shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital/domestic partner status, and denial of medical and family care leave or pregnancy disability leave. Participants shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.). Each Participant shall give written notice of its obligations under this paragraph to labor organizations with which they have a collective bargaining or other agreement.

D. **Americans With Disabilities Act.** Each Participant certifies that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C., 12101 et seq.), and all applicable regulations and guidelines issued pursuant to the ADA.

E. **Groundwater Monitoring.** Any Participant carrying out a groundwater project or project that includes groundwater monitoring requirements funded by the Grant Agreement shall ensure that such projects are consistent with the Groundwater Quality Monitoring Act of 2001 (Water Code
10780 et seq.) and, where applicable, that projects affecting 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.

VI. Miscellaneous Provisions

A. Computer Software. Each Participant certifies that it has appropriate controls in place to ensure that grant funds will not be used for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

B. Project Monitoring Plan Requirements. Each Participant shall provide all data, information and cooperation requested by RWA to assist it with the preparation and submittal of the Project Monitoring Plan required under Exhibit L of the attached Grant Agreement.

C. Notification of State. Each Participant will promptly notify RWA in writing of the following:

1. Events or proposed changes in a project that could affect the scope, budget, or work performed under the Grant Agreement.

2. Any public or media event publicizing the accomplishments or results of a project funded under the Grant Agreement. Participants shall notify RWA at least 14 calendar days in advance of any such event to provide State representatives with the opportunity to attend and participate.

3. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Participant agrees that all work in the area of the find shall cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and DWR has determined what actions should be taken to protect and preserve the resource. The Participant agrees to implement appropriate actions as directed by DWR.

4. Final inspection of a completed project by a Registered Civil Engineer (See Item IV.E, above). Participants shall notify RWA at least 14 calendar days in advance of any such inspection in order to provide State representatives with the opportunity to participate.

D. Prohibition Against Disposal of Project Without State Permission. Participants 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 their projects without DWR’s prior permission. Participants also shall not take any action relating to user fees, charges, and assessments that could adversely affect its ability to meet its obligations under the Grant Agreement, without prior written permission of State.

E. 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 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.
APPENDIX A

PROPOSITION 1 ROUND 1 INTEGRATED REGIONAL WATER MANAGEMENT IMPLEMENTATION GRANT AGREEMENT BETWEEN RWA AND DWR
### EXHIBIT 3

#### RWA COST ESTIMATE – PROP 1 ROUND 1 IMPLEMENTATION GRANT MANAGEMENT

<table>
<thead>
<tr>
<th>Project Management Tasks</th>
<th>Staff</th>
<th>Hrs</th>
<th>Rate</th>
<th>Total</th>
<th>Assumption Loaded Rate</th>
<th>Hourly Difference</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>Finalize Grant Agreement with DWR (includes update of scope, schedule, budget)</td>
<td>Mgr of Tech Services</td>
<td>12</td>
<td>155</td>
<td>$1,860.00</td>
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<td>45</td>
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<td>Grant Agreement Support to Grant Recipients (includes modification requests)</td>
<td>Senior Project Manager</td>
<td>32</td>
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<td>$1,920.00</td>
<td>105</td>
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<td>Conduct and Document Grant Recipient Meetings (up to 4 meetings)</td>
<td>Mgr of Tech Services</td>
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<tr>
<td>Conduct and Document Grant Recipient Meetings (up to 4 meetings)</td>
<td>Project Research Asst.</td>
<td>16</td>
<td>60</td>
<td>$960.00</td>
<td>105</td>
<td>45</td>
<td>$720.00</td>
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<tr>
<td>Compile and Submit Requirements for Disbursement for Projects (includes Performance Monitoring Plan)</td>
<td>Mgr of Tech Services</td>
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<td>155</td>
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<tr>
<td>Coordination Meetings with DWR (up to 4 meetings)</td>
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<table>
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<tr>
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<tr>
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GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA
(DEPARTMENT OF WATER RESOURCES) AND
REGIONAL WATER AUTHORITY
AGREEMENT NUMBER 4600013840
PROPOSITION 1 ROUND 1 INTEGRATED REGIONAL WATER MANAGEMENT (IRWM)
IMPLEMENTATION GRANT

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 the Regional Water Authority, a joint powers authority 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. The State shall provide funding from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) to the Grantee to assist in financing the projects, which are included in and implemented in an adopted Integrated Regional Water Management Plan (IRWM Plan), pursuant to Chapter 7. Regional Water Security, Climate, and Drought Preparedness (Wat. Code, § 79740 et seq.). The provision of State funds pursuant to this Agreement shall be construed or interpreted to mean that the IRWM Plan, or any components of the IRWM Plan, implemented in accordance with the Work Plan as set forth in Exhibit A, has been adopted through the IRWM Plan Review Process, and is/are consistent with Water Code section 10530 et seq.

2) TERM OF GRANT AGREEMENT. The term of this Grant Agreement begins on June 27, 2020 through final payment plus three (3) years unless otherwise terminated or amended as provided in this Grant Agreement. However, all work shall be completed December 1, 2023, in accordance with the Schedule as set forth in Exhibit C and no funds may be requested after March 1, 2024.

3) GRANT AMOUNT. The maximum amount payable by the State under this Grant Agreement shall not exceed $8,749,750.

4) GRANTEE COST SHARE. The Grantee is required to provide a Local Cost Share (non-state funds) as set forth in Exhibit B (Budget). Local Cost Share may include Eligible Project Costs directly related to Exhibit A incurred after January 1, 2015.

5) BASIC CONDITIONS.

A. Unless exempt as per the 2019 IRWM Implementation Grant Proposal Solicitation Package, project(s) that are subject to the California Environmental Quality Act (CEQA) including final land purchases, shall not be included in this Agreement until the CEQA process is completed and all permits necessary to begin construction are acquired. Projects providing at least 75% of benefits to a disadvantaged community (DAC), economically distressed area (EDA), and/or Tribe (based on population or geography), or projects implemented by Tribes will be exempt from this requirement.

   i. Such projects will be included in the Agreement as a placeholder. Placeholder projects are not eligible for grant reimbursement and may not submit invoices to DWR until such time as they are fully included in the Agreement.

   ii. Placeholder projects that complete CEQA and/or acquire permits (necessary to begin construction) within eighteen (18) months of the agreement execution date will be amended into the agreement. At the end of the eighteen (18)-month term, any placeholder projects that fail to complete CEQA and/or acquire permits will be deleted from the Agreement. The total grant award will be reduced by the amount of the deleted project(s). Replacement projects will not be allowed. Reduced amount will be made available to the respective Funding Area in future funding rounds on a competitive basis. Deleted placeholder projects will not be eligible to receive any grant reimbursement under this Agreement; however, such project could be eligible under the next round of grant solicitation.
B. The State shall have no obligation to disburse money for the Project(s) under this Grant Agreement until the Grantee has satisfied the following conditions (if applicable):

i. The Grantee shall demonstrate compliance with all eligibility criteria as set forth on pages 9-11, inclusive, of the 2019 IRWM Implementation Grant Program Guidelines (2019 Guidelines).

ii. For the term of this Agreement, the Grantee shall submit Quarterly Progress Reports which must accompany an invoice and all invoice backup documentation ($0 Invoices are acceptable). The Quarterly Progress Report shall be submitted within 60 days following the end of the calendar quarter (i.e. reports due May 30, August 29, November 29, and March 1) and all other deliverables as required by Paragraph 14, “Submission of Reports” and Exhibit A, “Work Plan”.

iii. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State.

   1. Final plans and specifications certified, signed and stamped by a California Registered Civil Engineer (or equivalent registered professional as appropriate) to certify compliance for each approved project as listed in Exhibit A of this Grant Agreement.

   2. Work that is subject to the California Environmental Quality Act (CEQA) (including final land purchases) shall not proceed under this Grant Agreement until the following actions are performed:

      a) The Grantee submits to the State all applicable environmental permits, as indicated on the Environmental Information Form to the State,

      b) Documents that satisfy the CEQA process are received by the State,

      c) The State has completed its CEQA process as a Responsible Agency, and

      d) The Grantee receives written notification from the State of concurrence with the Lead Agency’s CEQA documents (s) and State’s notice of verification of environmental permit submittal.

The 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, the State will consider the environmental documents and decide whether to continue to fund the project, or to require changes, alterations, or other mitigation. Proceeding with work subject to CEQA prior to the State’s concurrence shall constitute a material breach of this Agreement. The Grantee or Local Project Sponsor (LPS) shall also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including Environmental Impact Statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/implementation.

iv. A monitoring plan as required by Paragraph 16, “Monitoring Plan Requirements,” if applicable.

6) DISBURSEMENT OF FUNDS. The State will disburse to the 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.
Any and all money disbursed to the Grantee under this Grant Agreement shall be deposited in a non-interest bearing account and shall be used solely to pay Eligible Project Costs.

7) **ELIGIBLE PROJECT COST.** The Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, “Budget”. Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. **Costs incurred after the June 26, 2020 may be eligible for reimbursement.**

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

A. Costs, other than those noted above, incurred prior to the award date of this Grant.
B. Costs for preparing and filing a grant application.
C. Operation and maintenance costs, including post construction performance and monitoring costs.
D. Purchase of equipment that is not an integral part of a project.
E. Establishing a reserve fund.
F. Purchase of water supply.
G. Replacement of existing funding sources for ongoing programs.
H. Meals, food items, or refreshments.
I. Payment of any punitive regulatory agency requirement, federal or state taxes.
J. 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, or acquisition of land by eminent domain.
K. Overhead and Indirect Costs. “Indirect Costs” means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee or LPSs; non-project-specific accounting and personnel services performed within the Grantee’s or LPS’ organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; forums, trainings, and seminars; and, generic overhead or markup. This prohibition applies to the Grantee, LPSs, and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.
L. Mitigation for environmental impacts not resulting from implementation of the Project funded by this program.

8) **METHOD OF PAYMENT.** After the disbursement requirements in Paragraph 5, “Basic Conditions” are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee of an electronic invoice certified and transmitted via electronic/digital signature system (e.g., DocuSign) or via US mail or Express mail delivery of a “wet signature” for costs incurred, including Local Cost Share, and timely Quarterly Progress Reports as required by Paragraph 14, “Submission of
Reports." Payment will be made no more frequently than quarterly in arrears, upon receipt of an invoice bearing the Grant Agreement number. Quarterly Progress Report must accompany an invoice ($0 Invoices are acceptable) and shall be submitted within 60 days following the end of the calendar quarter (i.e. invoices due May 30, August 29, November 29, and March 1). The State will notify the Grantee, in a timely manner, whenever, upon review of an invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Grantee shall include the following information:

A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.

B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.

C. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:

   i. Invoices shall contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered, and the total amount due.

   ii. Invoices shall be itemized based on the categories (i.e., tasks) specified in Exhibit B, "Budget." The amount claimed for salaries/wages/consultant fees shall include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).

   iii. One set of sufficient evidence (i.e., receipts, copies of checks, personnel hours’ summary table, time sheets) shall be provided for all costs included in the invoice.

   iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State’s funding amount, as depicted in Paragraph 3, “Grant Amount” and those costs that represent the Grantee’s costs, as applicable, in Paragraph 4, “Grantee Cost Share.”

   v. Original signature and date of the Grantee’s Project Representative. Submit an electronic invoice, certified and transmitted via electronic/digital signature system (e.g., DocuSign), from authorized representative to the Project Manager or the original “wet signature” copy of the invoice form to the Project Manager at the following address: PO Box 942836, Sacramento, CA 94236-0001.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., cost share). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Paragraph D.5.
and refer the matter to the Attorney General’s Office or the appropriate district attorney’s office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 487-489.)

9) **ADVANCED PAYMENT.** Water Code section 10551 authorizes advanced payment by the State for projects included and implemented in an applicable Integrated Regional Water Management Plan, and when the project proponent is a nonprofit organization; a disadvantaged community (DAC); or the project benefits a DAC. If a project is awarded less than $1,000,000 in grant funds, the project proponent may receive an advanced payment of fifty (50) percent of the grant award; the remaining fifty (50) percent of the grant award will be reimbursed in arrears after the advanced funds of a budget category have been fully expended. Within ninety (90) calendar days of execution of the Grant Agreement, the Grantee may provide the State an Advanced Payment Request. Advanced Payment Requests received ninety-one (91) calendar days after the execution of this Agreement will not be eligible to receive an advanced payment. The Advanced Payment Request shall contain the following:

A. Documentation demonstrating that each Local Project Sponsor (if different from the Grantee, as listed in Exhibit I) 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.

B. If the Grantee is requesting the advanced payment, the request(s) shall include:
   
   i. Descriptive information of each project with an update on project status
   
   ii. The names of the entities that will receive the funding for each project, including, but not limited to, an identification as to whether the project proponent or proponents are nonprofit organizations or a DAC, or whether the project benefits a DAC
   
   iii. A detailed Funding Plan which includes how the advanced payment will be expended (in terms of workplan, budget, and schedule) within the timeframe agreed upon by DWR and the Grantee. The Funding Plan must clearly identify the total budget (at Budget Category Level) for each project clearly showing the portion of advanced payment and reimbursement funds.
   
   iv. Any other information that DWR may deem necessary

C. Upon review and approval of the Advanced Payment Request, DWR will authorize payment of the fully requested amount for the qualified project(s). Based on the project’s Funding Plan and other considerations, DWR may determine it is not prudent to advance the full request in a single disbursement. In such a case, DWR will develop a “Disbursement Schedule,” to disburse funds in installments. This Disbursement Schedule may change based on the project’s ongoing compliance with the Advanced Payment requirements and the project’s cash flow needs.

D. Once DWR authorizes the Advanced Payment Request, the Grantee shall submit Advanced Payment Invoice(s) for the initial amount based on the “Disbursement Schedule” on behalf of the LPS(s), containing the request for each qualified project, to the State with signature and date of the Grantee’s Project Representative, as indicated in Paragraph 21, “Project Representative.” The Grantee shall be responsible for the timely distribution of the advanced funds to the respective LPS(s). The Advanced Payment Invoice(s) shall be submitted on forms provided by the State and shall meet the following format requirements:

   i. Invoice shall contain the date of the invoice, the time period covered by the invoice, and the total amount due.

   ii. Invoice shall be itemized based on the budget categories specified in Exhibit B, “Budget.”
iii. The State Project Manager will notify the 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. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies).

iv. On a quarterly basis, the Grantee will submit an Accountability Report to the State that demonstrates how actual expenditures compare with the scheduled budget. The Accountability Report shall include the following information:

1. An itemization of how advanced funds have been spent to-date (Expenditure Report), including documentation that supports the disbursements (e.g., contractor invoices, receipts, personnel hours, etc.). Accountability Reports shall be itemized based on the budget categories (i.e., tasks) specified in Exhibit B.

2. An updated Accountability Report including an updated Funding Plan that depicts how the remaining advanced funds will be expended and the activities and deliverables associated with the advanced funds within the timeframe agreed upon by DWR and the Grantee when the advanced payment request was approved.

3. Documentation that the funds were placed in a non-interest bearing account, including the dates of deposits and withdrawals from that account.

4. Proof of distribution of advanced funds to LPS(s), if applicable.

v. The State’s Project Manager will notify the Grantee, in a timely manner, when, upon review of the Accountability Report, the State determines that any portion of the expenditures claimed are not eligible costs. The 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 A, the State will reject the claim and remove them from the Accountability Report.

E. Once the Grantee has spent all advanced funds in a budget category, then the method of payment will revert to the reimbursement process for that budget category specified in Paragraph 8, “Method of Payment for Reimbursement.”

10) REPAYMENT OF ADVANCES. The State may demand repayment from the 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 the 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 the Grant Agreement.

B. The Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State’s satisfaction.

C. Failure by the Grantee to submit complete and accurate quarterly Accountability Reports by the required due dates, unless otherwise approved by DWR.

D. Failure to deposit funds in a non-interest-bearing account.

E. Use of Advance Payment funds for ineligible expenses and/or activities not consistent with this Agreement.

F. Inappropriate use of funds, as deemed by DWR.
G. Repayment amounts may also include:

   i. Actual costs incurred which are not consistent with the activities presented in Exhibit A, not supported, or are ineligible.

   ii. Advanced funds which are not fully expended by project completion, notwithstanding Water Code section 10551(c)(4). Unused grant funds shall be returned to DWR within sixty (60) calendar days.

Any repayment of advanced funds may consist of reducing the amount from future reimbursement invoices. The State may consider the Grantee’s refusal to repay the requested advanced amount a material breach of this Agreement subject to the default provisions in Paragraph 12, “Default Provisions.” If the State notifies the Grantee of its decision to demand repayment or withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Agreement.

11) WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State’s satisfaction, the State may withhold from the 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 the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 12, “Default Provisions,” 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 the State. The State may consider the Grantee’s refusal to repay the requested disbursed amount a material breach subject to the default provisions in Paragraph 12, “Default Provisions.” If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the 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. The Grantee shall 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 the Grantee and the State evidencing or securing the 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 the Project in accordance with this Grant Agreement.

   D. Failure to make any remittance required by this Grant Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.5.

   E. Failure to submit quarterly progress reports pursuant to Paragraph 5.

   F. Failure to routinely invoice the State pursuant to Paragraph 8.

   G. Failure to meet any of the requirements set forth in Paragraph 13, “Continuing Eligibility.”

Should an event of default occur, the State shall provide a notice of default to the Grantee and shall give the 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, the State may do any of the following:

H. Declare the funding be immediately repaid, with interest, which shall be equal to State of California general obligation bond interest rate in effect at the time of the default.

I. Terminate any obligation to make future payments to the Grantee.

J. Terminate the Grant Agreement.

K. Take any other action that it deems necessary to protect its interests.

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

13) CONTINUING ELIGIBILITY. The Grantee shall meet the following ongoing requirement(s) and all eligibility criteria outlined in the 2019 Guidelines to remain eligible to receive State funds:

A. An urban water supplier that receives grant funds pursuant to this Agreement shall maintain compliance with the Urban Water Management Planning Act (UWMP; Wat. Code, § 10610 et seq.) and Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.) as set forth on page 11 of the 2019 Guidelines and as stated on page 22 of the Proposal Solicitation Package.

B. An agricultural water supplier receiving grant funds shall comply with Sustainable Water Use and Demand Reduction requirements outlined in Water Code section 10608, et seq. and have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR. To maintain eligibility and continue funding disbursements, an agricultural water supply shall have their 2015 AWMP identified on the State’s website. For more information, visit the website listed in Appendix A in the 2019 Guidelines.

C. A surface water diverter receiving grant funds shall maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et. seq.

D. If applicable, the Grantee shall demonstrate compliance with the Sustainable Groundwater Management Act (SGMA) set forth on page 10 of the 2019 Guidelines.

E. If the Grantee has been designated as a monitoring entity under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program, the Grantee shall maintain reporting compliance, as required by Water Code section 10932 and the CASGEM Program.

F. The Grantee shall adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406, et seq.) for data sharing, transparency, documentation, and quality control.

14) 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 the State. All reports shall be submitted to the State’s Project Manager and shall be submitted via the DWR “Grant Review and Tracking System” (G RaTS). If requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F, “Report Formats and Requirements.” 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 Project Completion Report is a requirement for the release of any funds retained for such project.

A. **Quarterly Progress Reports:** The Grantee shall submit quarterly Progress Reports to meet the State’s requirement for disbursement of funds. Progress Reports shall be uploaded via GRanTS, and the State’s Project Manager notified of upload. Progress Reports shall, in part, provide a brief description of the work performed, the Grantee’s activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Progress Report must accompany an invoice ($0 Invoices are acceptable) and shall be submitted within 60 days following the end of the calendar quarter (i.e. invoices due May 30, August 29, November 29, and March 1).

B. **Accountability Report:** The Grantee shall prepare and submit to the State an Accountability Report on a quarterly basis if the Grantee received an advanced payment, consistent with the provisions in Paragraph 9, “Advanced Payment.”

C. **Project Completion Report:** The Grantee shall prepare and submit to the State a separate Project Completion Report for each project included in Exhibit A. The Grantee shall submit a Project Completion Report (or a Component Completion Report, if a Project has multiple Components) within ninety (90) calendar days of Project/Component completion as outlined in Exhibit F.

D. **Grant Completion Report:** Upon completion of all the Projects included in Exhibit A, the Grantee shall submit to the State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Completion Report for the final project to be completed under this Grant Agreement, as outlined in Exhibits A, and F. Retention for any grant administration line items in the Budget of this Grant Agreement will not be disbursed until the Grant Completion Report is approved by the State.

E. **Post-Performance Reports:** The Grantee shall prepare and submit to the State Post-Performance Reports for the applicable project(s). Post-Performance Reports shall be submitted to the State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of three (3) years after the project begins operation.

15) **OPERATION AND MAINTENANCE OF PROJECT.** For the useful life of construction and implementation projects and in consideration of the funding made by the State, the Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the 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. The Grantee or their successors may, with the written approval of the 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 by the Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of the State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 12, “Default Provisions.”
16) MONITORING PLAN REQUIREMENTS. A Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. The Monitoring Plan should incorporate Post-Performance Monitoring Report requirements as defined and listed in Exhibit F, and follow the guidance provided in Exhibit L, “Project Monitoring Plan Guidance.”

17) STATEWIDE MONITORING REQUIREMENTS. The Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Water Code § 10780 et seq.) 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 G for web links and information regarding other State monitoring and data reporting requirements.

18) NOTIFICATION OF STATE. The Grantee shall promptly notify the 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. The Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.

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 the State’s representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.

C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find shall cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what action should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.

D. The initiation of any litigation or the threat of litigation against the Grantee or an LPS regarding the Project or which may affect the Project in any way.

E. Applicable to construction projects only: Final inspection of the completed work on a project by a Registered Professional (Civil Engineer, Engineering Geologist, or other State approved certified/licensed Professional), in accordance with Exhibit D. The Grantee shall notify the State’s Project Manager of the inspection date at least fourteen (14) calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.

19) 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.
E. 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 listed below. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

20) PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, the 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.

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

**Department of Water Resources**

Arthur Hinojosa  
Chief, Division of Regional Assistance  
P.O. Box 942836  
Sacramento, CA 94236-0001  
Phone: (916) 653-4736  
Email: Arthur.Hinojosa@water.ca.gov

**Regional Water Authority**

James Peifer  
Executive Director  
5620 Birdcage Street, Suite 180  
Citrus Heights, CA 95610  
Phone: (916) 967-7692  
Email: jpeifer@rwah2o.org

Direct all inquiries to the Project Manager:

**Department of Water Resources**

Michelle Pombrol  
Environmental Scientist  
P.O. Box 942836  
Sacramento, CA 94236-0001  
Phone: (916) 651-9665  
Email: Michelle.Pombrol@water.ca.gov

**Regional Water Authority**

Robert J. Swartz  
Manager of Technical Services  
5620 Birdcage Street, Suite 180  
Citrus Heights, CA 95610  
Phone: (916) 967-7692  
Email: rswartz@rwah2o.org

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

22) STANDARD PROVISIONS. This Grant Agreement is complete and is the final Agreement between the parties. 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 – Report Formats and Requirements
- Exhibit G – Requirements for Data Submittal
Exhibit H – State Audit Document Requirements for the Grantee
Exhibit I – Local Project Sponsors and Project Locations
Exhibit J – Appraisal Specifications
Exhibit K – Information Needed for Escrow Processing and Closure
Exhibit L – Project Monitoring Plan Guidance

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

STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES

__________________________  
Arthur Hinojosa  
Chief, Division of Regional Assistance

RegionWALAuthoriY

__________________________  
James Peifer  
Executive Director

Date 3/23/2021  

Date 3/23/2021
EXHIBIT A
WORK PLAN
PROPOSITION 1 ROUND 1 AMERICAN RIVER BASIN IRWM IMPLEMENTATION GRANT

Grant Administration

IMPLEMENTING AGENCY: Regional Water Authority

PROJECT DESCRIPTION: The Grantee will administer these funds and respond to DWR’s reporting and compliance requirements associated with the grant administration. The Grantee will act in a coordination role: disseminating grant compliance information to the representatives of each project contained in this agreement, obtaining and retaining evidence of compliance (e.g., CEQA/NEPA documents, reports, monitoring compliance documents, labor compliance requirements, etc.), obtaining data for progress reports from individual project managers, providing progress reports to the State, and coordinating all invoicing and payment of invoices.

Budget Category (a): Project Administration

Task 1 - Project Management

Manage the grant agreement by executing and implementing the necessary contracts with the DWR and the project participants, ensuring compliance with grant requirements and coordinating with the project participants regarding operational and implementation issues.

Task 2 - Reporting

Prepare and submit progress reports, invoices, and appropriate backup documentation for submittal to DWR. Prepare documentation to demonstrate disbursement requirements are met for each project. Prepare project completion reports for each project and submit a grant completion report upon completion of entire grant agreement.

Deliverables:

- Quarterly Progress Reports
- Quarterly Invoices and associated backup documentation
- Grant Completion Report

Task 3 - Project Performance Monitoring Plan

Develop and submit a Project Performance Monitoring Plan. The Project Performance Monitoring Plan will include baseline conditions, a brief discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points. The Grantee will prepare these for each project.
PROJECT 1: Groundwater Well Recharge Improvements

IMPLEMENTING AGENCY: City of Sacramento (City)

PROJECT DESCRIPTION: The project will modify eight existing groundwater well sites (owned and operated by the City) with new drainage piping, motor actuated valves and SCADA controls, and water quality monitoring equipment to allow the wells to be flexibly operated. These improvements will allow for increased periods of down-time which would allow for the recharge of the groundwater aquifers during wetter hydrologic periods as the City would be able to reduce groundwater pumping during wet years when surface water it is more readily available. With the project improvements in place, well operators can flush inoperative wells remotely, and regularly over shorter periods of time (hours vs. weeks), making the operation of the well sites more efficient in terms of labor and water use. This will reduce groundwater usage during wet years by 5,835 acre-feet per year (AFY), which allows in-lieu aquifer recharge.

Budget Category (a): Project Administration

Task 1: Project Management
Manage grant agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with the Grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:
- Invoices and associated backup documentation

Task 2: Reporting
Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR via the Grantee.

Prepare Project Completion Report and submit to DWR via the Grantee no later than 90 days after project completion for DWR Project Manager’s comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:
- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of “Acknowledgment of Credit & Signage” per Condition D.2

Budget Category (b): Land Purchase/Easement

Not applicable

Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Task 3: Feasibility Studies
Inspection of the distance from the existing well to nearest collection system was performed to verify length and sufficient grade for drainage. Only wells that produce high quality water and expected to have 15 year or greater remaining life were selected.
Deliverables:

- List of wells and known distance to collection system

Task 4: CEQA Documentation

A Notice of Exemption was filed in Sacramento County in September of 2020 for this project. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 5: Permitting

This project does not require permits. All facilities and need for access are on City property.

Task 6: Design

Complete design including the following supporting work: sight survey, design details for piping and valve placement and final design plans, and specifications that are ready for bid.

Deliverables:

- 100% Design Plans and Specifications

Task 7: Project Monitoring Plan

Develop and submit a Project Performance Monitoring Plan. The Project Performance Monitoring Plan will include baseline conditions, a brief discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points. Task will be completed by the Grantee.

Deliverables:

- Project Performance Monitoring Plan

Budget Category (d): Construction/Implementation

Task 8: Contract Services

This task must comply with the Condition D.11 – Competitive Bidding and Procurements. The project bid and contract services includes activities necessary to secure a contractor and award the contract. The bid and contract services include: develop bid/contract documents, project advertisement, contractor bidding, conducting a pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of the project Notice of Award and Notice to Proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Notice of Award
- Notice to Proceed
Task 9: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A City construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. The DWR Certificate of Project Completion will be submitted to DWR upon completion of construction.

Deliverables:
- Notice of Completion
- DWR Certificate of Project Completion

Task 10: Construction

Construction activities include mobilization/demobilization, excavation, trenching, sheeting, shoring and bracing, traffic control, stormwater protection, demolition of existing discharge piping, construction of new drainage inlets, manholes, and mains, installation of new discharge piping, motor actuated valves and SCADA controls, water quality monitoring equipment, and pavement restoration. Construction at the eight (8) well sites will be completed concurrently in two (2) phases in order to limit impacts on the distribution system and reduce the project schedule.

Construction activities are outlined below:

10(a): Mobilization, Demobilization, and Site Preparation: Upon notice to proceed, the City of Sacramento’s contractor will move equipment to the identified well sites and set up. The contractor will be responsible for providing notice to impacted residents and coordinating with adjacent property owners for access, where required. The contractor will provide traffic control (as necessary) and perform potholing activities to identify any utility conflicts in advance of trenching activities. At the conclusion of construction at each site, the contractor will demobilize, breaking down and removing all equipment and materials from the project area.

10(b): Install, construct, excavate: Once mobilization and site preparation are complete, the contractor will abandon/demolish conflicting drainage and discharge piping, construct new drainage facilities and discharge piping, motor actuated valves, SCADA controls, and water quality monitoring equipment. The contractor will be responsible for restoration of all disturbed areas and returning each project site to pre-construction conditions at the conclusion of construction activities.

10(c): Facility testing: Once construction is completed, the City in conjunction with the Contractor and systems integrator will perform facility testing to ensure all systems are integrated and functioning as designed.

Deliverables:
- Photographic documentation of progress
PROJECT 2: Power Inn Road Transmission Main – Calvine Road to Geneva Pointe Drive

IMPLEMENTING AGENCY: Sacramento County Water Agency (SCWA)

PROJECT DESCRIPTION: The project includes installation of approximately 1,360 lineal feet of 24-inch transmission main pipe bridging the gap between two existing transmission main pipes eliminating a constraint to deliver surface water to an area largely served by groundwater. With the completion of the project, surface water can be delivered throughout SCWA’s three service areas: the North Service Area – the service area north of Jackson HWY, the Central Service Area – the service area between Jackson HWY and HWY 99, and the South Service Area – the service area west of HWY 99. This will increase conjunctive use by increasing surface water use in an area largely served by groundwater. The project will use approximately 3,460 acre-feet of surface water, thereby saving 3,460 acre-feet of groundwater in wet years.

Budget Category (a): Project Administration

Task 1: Project Management

Manage grant agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with the Grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR via the Grantee.

Prepare Project Completion Report and submit to DWR via the Grantee no later than 90 days after project completion for DWR Project Manager’s comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of “Acknowledgment of Credit & Signage” per Condition D.2

Budget Category (b): Land Purchase/Easement

Not applicable

Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Task 3: Feasibility Studies

The project is identified in SCWA’s 2016 Zone 40 Water System Infrastructure Plan (WSIP), a companion planning document to SCWA’s Zone 40 Water Supply Master Plan (WSMP) and its amendments.

Deliverables:

- Copy of 2016 Zone 40 Water System Infrastructure Plan
Task 5: CEQA Documentation

A Notice of Exemption was filed in Sacramento County for this project in July of 2019. Prepare letter stating no legal challenges (or addressing legal challenges).

**Deliverables:**
- All completed CEQA documents as required
- Legal Challenges Letter

Task 5: Permitting

This project does not require permits. The project will install transmission main pipe in Sacramento County street right-of-way.

Task 6: Design

Complete preliminary design including the following supporting work: topographic survey and utility coordination.

**Deliverables:**
- Topographic Survey
- 100% Design Plans and Specifications

Task 7: Project Monitoring Plan

Develop and submit a Project Performance Monitoring Plan per Paragraph 16. The Project Performance Monitoring Plan will include baseline conditions, a brief discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points. Task will be completed by the Grantee. Task costs are included in Project 1.

**Deliverables:**
- Project Performance Monitoring Plan

Budget Category (d): Construction/Implementation

Task 8: Contract Services

This task must comply with the Condition D.11 – Competitive Bidding and Procurements. Activities necessary to secure a contractor and award the contract include: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, and award of contract.

**Deliverables:**
- Bid Documents
- Notice to Contractors
- Notice of Intent to Award
- Award of Contract
- Notice to Proceed
Task 9: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A resident engineer will oversee construction management and a construction inspector will be on site for the duration of the project. The resident engineer and construction inspector share duties including documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/updating project schedule, reviewing contractor log submittals and pay requests, and notifying contractor if work is not acceptable. The DWR Certificate of Project Completion and record drawings will be submitted to DWR upon completion of construction.

Deliverables:

- Notice of Completion
- DWR Certificate of Project Completion
- Record Drawings

Task 10: Construction

Construction activities are outlined below.

10(a): Mobilization and Demobilization: This task includes mobilizing equipment to the project site at the start of construction and demobilizing equipment following the completion of construction.

10(b): Install improvements (Approximately 1,360 lineal feet of 24-inch pipe, and appurtenant structures including butterfly valves, blowoff valves, and air release valves): This task includes installing the new 24-inch transmission main pipe and appurtenant structures in Power Inn Road. The installation work includes traffic control, trench excavation (open trenching within the existing travel lanes), installation of the pipe and appurtenant structures, and trench restoration (pipe and roadway backfill).

10(c): Disinfect and test improvements: This task includes flushing, disinfecting, and testing the new pipe and appurtenant structures prior to connecting to the existing water system. The flushing and disinfecting procedures clean the new facilities and the testing confirms the new facilities are watertight and sufficiently clean to control the existing system.

10(d): Restore Pavement: This task includes traffic control, surface restoration of pavement and concrete, and roadway striping in the areas affected by the installation of the pipe and appurtenant structures.

Deliverables:

- Photographic documentation of progress
PROJECT 3: Well 79 Verner/Panorama – Pumping Station

IMPLEMENTING AGENCY: Sacramento Suburban Water District (SSWD)

PROJECT DESCRIPTION: The project includes constructing the pump station for Well 79. The well site is located within the City of Citrus Heights and encompasses approximately 2.4 acres. The below ground portion of Well 79 was drilled in December of 2018, to a depth of 325 feet, and has an anticipated capacity of 1,250 gallons per minute (gpm). This project will install the well pump, above ground well facilities, and necessary piping to tie the well into the existing distribution system. Additionally, the well will be equipped for aquifer storage and recovery capacity.

Budget Category (a): Project Administration

Task 1: Project Management

Manage grant agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with the Grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:
- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR via the Grantee.

Prepare Project Completion Report and submit to DWR via the Grantee no later than 90 days after project completion for DWR Project Manager’s comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:
- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of “Acknowledgment of Credit & Signage” per Condition D.2

Budget Category (b): Land Purchase/Easement

Not applicable

Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Task 3: CEQA Documentation

An Initial Study/Mitigated Negative Declaration covering this project was filed with the Office of Planning and Research in September of 2018. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:
- All completed CEQA documents as required
- Legal Challenges Letter
Task 4: Permitting

Anticipated permits prior to operation (post-construction) include a Water Supply Permit Amendment from the State Water Resources Control Board Division of Drinking Water and an Air Permit from the Sacramento Metropolitan Air Quality Management District. Additional permits may be required for the construction activities and will be obtained, as necessary.

Deliverables:
- Permits as required

Task 5: Design

The project design includes the completion of a Preliminary Design Report (PDR) and project design submittals. The PDR will include the design support work, which includes a geotechnical investigation and topographic survey. The PDR will provide the overall project concept for use in development of partial design submittals and final design. The final design drawings and specifications will include all project components necessary for contractor bidding. Additionally, the final design will include an Engineer’s Estimate of Probable Construction for use in contractor bid evaluation.

Deliverables:
- Preliminary Design Report
- 100% Design Plans and Specifications

Task 6: Project Monitoring Plan

Develop and submit a Project Performance Monitoring Plan per Paragraph 16. The Project Performance Monitoring Plan will include baseline conditions, a brief discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points. Task will be completed by the Grantee. Task costs are included in Project 1.

Deliverables:
- Project Performance Monitoring Plan

Budget Category (d): Construction/Implementation

Task 7: Contract Services

This task must comply with the Condition D.11 – Competitive Bidding and Procurements. The project bid and contract services includes activities necessary to secure a contractor and award the contract. The bid and contract services include: develop bid/contract documents, project advertisement, contractor bidding, conducting a pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of the project Notice of Award and Notice to Proceed.

Deliverables:
- Bid Documents
- Proof of Advertisement
- Notice of Award
- Notice to Proceed
Task 8: Construction Administration

The project contract administration includes managing contractor submittals, submittal review, responding to requests for information, and issuing work directives. A part-time engineering construction observer will be on site for site inspection and milestone construction activities. Construction observer duties include: documenting of pre-construction conditions, construction diary, preparing change orders, addressing questions of contractors on site, reviewing the contractor project schedule, reviewing contractor log submittals and pay requests, and notifying the contractor for deficiencies in work products. The DWR Certificate of Project Completion and record drawings will be submitted to DWR upon completion of construction.

**Deliverables:**

- Notice of Completion
- DWR Certificate of Project Completion
- Record Drawings

Task 9: Construction

The well project will be constructed on an existing SSWD property and will include the required system components for an approximately 1,250 gpm well. Well system components include the pump and column piping, well building, pump-to-waste, discharge piping, chemical feed system, aquifer storage and recovery system, electrical systems, and instrumentation and controls. Additionally, construction includes site preparation, start up and testing, and post construction site restoration.

The primary project construction activities are outlined below.

9(a): Mobilization and Demobilization: The contractor will mobilize all necessary equipment to the project site to complete the project, and demobilization after construction completion.

9(b): Material Submittals: The contractor will document and submit all project materials for SSWD approval to ensure compliance with contract documents.

9(c): Site Grading and Excavation: The contractor will complete site grading, existing utility investigation, and excavation for the subgrade preparation of the new building foundation, onsite drainage, underground piping, connection piping to the existing distribution system, and electrical conduits.

9(d): Well Building Foundation and Structure: The contractor will construct the building foundation and concrete masonry building.

9(e): Electrical and Instrumentation: The contractor will install all electrical, heating and ventilation, programmable logic controller, and instrumentation for well operation and control.

9(f): Stand-by Generator: The contractor will install an approximately 300 kVA stand-by generator to be used in the event of a primary power outage.

9(g): Installation of Well Pump: The contractor will install the approximately 150 horsepower pump and 10-inch column pipe for the well. The pump depth will be set at 270 feet below ground surface.

9(h): Project Startup: The contractor will coordinate the startup of the new facility to ensure the proper operation and control of the new well.
Deliverables:

- Photographic documentation of progress
PROJECT 4: New York Groundwater Well

IMPLEMENTING AGENCY: Fair Oaks Water District (FOWD)

PROJECT DESCRIPTION: The original “New York” well was drilled in 1952 and the existing well’s production has diminished due to deterioration of casing and well screen. This project will drill a new groundwater well on the same site at the depth of 600 feet, which will result in total production capacity of up to 1,500 gallons per minute (gpm). This project includes completion of all necessary site improvements, grading and paving, motor control center and electrical controls building, disinfection facilities, security system and emergency generator and destruction of existing well in accordance with State and County requirements. The project will provide upwards of 800 acre-feet per year (AFY) of water.

Budget Category (a): Project Administration

Task 1: Project Management

Manage grant agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with the Grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR via the Grantee.

Prepare Project Completion Report and submit to DWR via the Grantee no later than 90 days after project completion for DWR Project Manager’s comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of “Acknowledgment of Credit & Signage” per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Not applicable

Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Task 3: Feasibility Studies

Project Feasibility Studies were completed as part of the project development process.

Deliverables:

- Relevant Feasibility Studies
Task 4: CEQA Documentation

A Notice of Exemption was filed in Sacramento County for this project in March of 2020. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:
- All completed CEQA documents as required
- Legal Challenges Letter

Task 5: Permitting

Anticipated permits include a Drinking Water Source Assessment, Low Threat NPDES permit, Well Construction Permit, Well Destruction Permit, and a Water Supply Permit Addendum. Additional permits may be required and will be obtained, as necessary.

Deliverables:
- Permits as required

Task 6: Design

Consultant will develop the set of construction drawings.

Deliverables:
- Final Construction drawings

Task 7: Project Monitoring Plan

Develop and submit a Project Performance Monitoring Plan per Paragraph 16. The Project Performance Monitoring Plan will include baseline conditions, a brief discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points. Task will be completed by the Grantee. Task costs are included in Project 1.

Deliverables:
- Project Performance Monitoring Plan

Budget Category (d): Construction/Implementation

Task 8: Contract Services

This task must comply with the Condition D.11 – Competitive Bidding and Procurements. Activities necessary to secure a contractor and award the contract include: develop bid documents and engineering cost estimate, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:
- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed
Task 9: Construction Administration

This task includes managing contractor submittal review, responding to Contractor’s requests for information, and issuing work directives. District construction inspector will be on site for the duration of the project. Construction Inspector duties include: documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. The DWR Certificate of Project Completion and record drawings will be submitted to DWR upon completion of construction.

Deliverables:

- Notice of completion
- DWR Certificate of Project Completion
- Record Drawings

Task 10: Construction

Construction activities are outlined below:

10(a): Mobilization and Demobilization: This task will include mobilization of construction and drilling equipment. The construction of the sound walls for noise abatement are included in this task.

10(b): Site preparation will include destruction of existing well and removal of above ground piping and appurtenances. This includes the destruction of the old “New York” well casing and borehole. The casing will be blasted, and the borehole filled with concrete slurry in accordance with the County of Sacramento well destruction permit. Finally, the above ground well base will be demolished following the well destruction.

10(c) Drilling new well and installation of new casing and pump base. Well capacity testing and water quality sampling. The conductor casing will be installed to the depth of 75 feet.

10(d): The Well Completion Report will provide the following data: Static and Pumping levels; Anticipated well production in GPM. Using the information from the Well Completion Report, design team will size the deep turbine pump, discharge piping, ASR components, Motor Control Center, disinfection facilities, determine the building size and site improvements.

10(e): Contractor to complete the following components:

a. Clearing and site grading
b. Deep turbine pump, discharge piping and electrical motor
c. Downhole Flow Control Valve and auxiliary equipment
d. Wellhead house and control building.
e. Motor Control Center and telemetry equipment
f. Disinfection facilities
g. Site improvements, including security fence, paving, drainage and back-wash discharge piping
h. Installation of an Emergency Generator and Transfer Switch

10(f): The start-up activities will include the following:

a. Testing pump and motor and related electrical equipment
b. Testing telemetry controls and Supervisory Control and Data Acquisition System
c. Verifying all operational parameters related to well performance
d. As-builts drawings, equipment manuals and 1-year warranty will be provided by the contractor.
10(g): The Operations and Maintenance Plan will be completed by the consultant and provided to the District.

**Deliverables:**

- Photographic Documentation of Progress
PROJECT 5: American River Basin Stewardship and Citizen Science Program

IMPLEMENTING AGENCY: Valley Foothills Watershed Collaborative (VFWC)

PROJECT DESCRIPTION: This project includes creation and implementation of the American River Basin Stewardship and Citizen Science Program, including the use of citizen science for quarterly data collection and cleanup programs. A major project component includes developing a replicable decision support tool that includes data collected by citizen scientists utilizing an app designed using ArcGIS software that has customizable features including 1-4 spatial trash assessment, identification, maps based on different options, photos, and description of source of trash. This tool will inform decisions made by partner agencies; for example, environmental nongovernment organizations could use the tool to identify priority areas for future volunteer cleanup efforts (hot spots with large amounts of trash identified by the tool), local government waste management departments could use the tool to track where and what types of trash exist within their service area and then redistribute resources (such as additional trash cans or more frequent trash pickup) in response and local government water quality/stormwater departments could use the tool to identify potential water quality areas of concern and install preventative infrastructure such as sewer screens or filters.

Budget Category (a): Project Administration

Task 1: Project Management

Manage grant agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with the Grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR via the Grantee.

Prepare Project Completion Report and submit to DWR via the Grantee no later than 90 days after project completion for DWR Project Manager’s comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of “Acknowledgment of Credit & Signage” per Condition D.2

Budget Category (b): Land Purchase/Easement

Not applicable

Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Task 3: CEQA Documentation

This Lead Agency has determined this action is not a project as defined by CEQA.
Task 4: Permitting

This project does not require permits.

Task 5: Design

To complete the project design VFWC will conduct outreach in six target areas to schools, businesses, service groups, and neighborhood groups. Groups will be recruited to adopt a creek as citizen scientists. Citizen scientists will complete data collection consistent with protocols used by jurisdictions/permittees for establishing baselines and program performance. Additionally, VFWC will work with partners to agree on an outline for needs for development of an online dashboard and mobile applications for data collection and consolidation of volunteer recruitment and communication tool through websites. VFWC will also develop a training manual for data collection use to be utilized during implementation.

Deliverables:

- List of at least six community watershed champions agreeing to participate in ongoing projects as volunteer project leads in their community.
- Outline of project needs for web-based dashboard and app
- Training manual
- Descriptions for volunteer and internship roles and contracts

Task 6: Project Monitoring Plan

Develop and submit a Project Performance Monitoring Plan per Paragraph 16. The Project Performance Monitoring Plan will include baseline conditions, a brief discussion of the decision support tools developed and systems to be used, methodology of data collection and frequency, and location of monitoring points. Task will be completed by the Grantee. Task costs are included in Project 1.

Deliverables:

- Project Performance Monitoring Plan

Budget Category (d): Construction/Implementation

Task 7: Implementation Activities

Implementation activities are outlined below.

11(a): Construct an online dashboard and mobile applications for data collection and consolidation of volunteer recruitment and communication tool through partner websites.

11(b): Train recruited groups and interns to support groups, provide supplies and support to conduct data collection on quarterly basis. Two interns will be recruited and trained to help coordinate the 6 community groups, that will collect data each quarter.

11(c): Purchase and arrange for storage of supplies for data collection.

11(d): Conduct clean-ups and quarterly data events at six locations (24 community cleanups).

11(e): Review and provide analysis of data collected and entered into the decision support tool.

11(f): Share data reports generated with Sacramento County and municipalities to help develop waste management and stormwater/water quality prevention strategies like the installation of nets/filters on storm drains.
11(g): Follow up with potential partners to use the decision support tool to inform local policy and programmatic decisions and encourage educational opportunities. Examples include:

- environmental non-government organizations could use the tool to identify priority areas for future volunteer clean-up efforts (hot spots with large amounts of trash identified by the tool)
- local government waste management departments could use the tool to track where and what types of trash exist within their service area and then redistribute resources (such as additional trash cans or more frequent trash pick-up) in response and/or they could use the tool to track trash management in local business parks or shopping centers as part of their enforcement program
- local government water quality/stormwater departments could use the tool to identify potential water quality areas of concern and install preventative infrastructure such as sewer screens or filters
- Sustainability managers at high schools and colleges in Sacramento County could use the tool as part of their class curriculum and assign data collection with the tool as a requirement
- A variety of stakeholders including local governments and nonprofits could use the data from the tool to apply/justify for additional grant funding by showing the extent of need in specific areas for additional interventions like clean-up efforts or more trash cans.

**Deliverables:**

- Photographic documentation of events and watershed improvement activities
- Report on community based/citizen science project including a summary of collected data, trainings, participants, and proposed solutions to reduce impacts of trash as stormwater pollution in the ARB watershed region
PROJECT 6: Regional Leak Detection and Repair

IMPLEMENTING AGENCY: Regional Water Authority

PROJECT DESCRIPTION: This project will reduce system water loss through the detection and repair of leaking pipes. Reducing non-revenue water (one type of water loss) from leaks will increase supply side efficiency and decrease operation costs for pumping and treatment. Participating Regional Water Authority member water suppliers include City of Sacramento, City of Folsom, Sacramento Suburban Water District, and Placer County Water Agency. The project is estimated to survey an additional 1,000 miles of pipe (over two years), identify at least 200 leaks (over two years) for an anticipated 400 acre feet of water (over two years) or a total of 3,000 acre feet over the life of the project (15 years).

Budget Category (a): Project Administration

Task 1: Project Management

Manage grant agreement including compliance with grant requirements, and preparation and submission of supporting grant documents. Prepare invoices including relevant supporting documentation for submittal to DWR. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:
- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager’s comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:
- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of “Acknowledgment of Credit & Signage” per Condition D.2

Budget Category (b): Land Purchase/Easement

Not applicable

Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Task 3: CEQA Documentation

This Lead Agency has determined this action is not a project as defined by CEQA.

Task 4: Permitting

This project does not require permits.
Task 5: Design
Regional Water Authority will coordinate with participating water suppliers on design of their individual agency leak detection and repair programs and share information with all suppliers, particularly on type of leak detection services/technology and methodology on prioritizing systems areas for leak detection.

Deliverables:
- Final Program Design Documents

Task 6: Project Monitoring Plan
Develop and submit a Project Performance Monitoring Plan per Paragraph 16. The Project Performance Monitoring Plan will include baseline conditions, a brief discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points. Task costs are included in Project 1.

Deliverables:
- Project Performance Monitoring Plan

Budget Category (d): Construction/Implementation

Task 7: Contract Services
This task must comply with the Condition D.11 – Competitive Bidding and Procurements. Activities necessary to secure a contractor and award the contract include: develop bid documents and engineering cost estimate, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:
- Bid Documents, if applicable
- Proof of Advertisement, if applicable
- Award of Contract, if applicable
- Notice to Proceed, if applicable

Task 8: Construction Administration
This project does not require construction administration.

Task 9: Implementation Activities
All participating suppliers (City of Sacramento, City of Folsom, Sacramento Suburban Water District, and Placer County Water Agency) will perform the following steps: 1) Participating Regional Water Authority member water suppliers will prioritize areas of their systems that are more prone to leaks based on material, age, history, etc. 2) Suppliers will either hire a leak detection consultant or use in house staff to perform leak detection services (survey approximately 1,000 miles of pipe) on pipes. 3) After leak detection is performed, water supplier staff will review the leak detection results and will prioritize and schedule leaks for repair in a timely manner, prioritizing larger leaks first to realize both increased immediate and long-term water savings. 4) Water suppliers will either hire a consultant or use in house staff to fix the leaks, which could mean pipe replacement, pipe repair or other infrastructure upgrades. 5) After the repairs are completed water suppliers will continue to monitor water production and water loss. Regional Water Authority will coordinate with
participating suppliers on a regular basis during construction/implementation activities to monitor progress towards project water savings goals.

**Deliverables:**

- Supplier Leak Reports
- Supplier Repair Reports
- Supplier Estimated Savings Reports
- Supplier Annual Validated System Water Audit
PROJECT 7: Advancing Water Efficiency in the Sacramento Region

IMPLEMENTING AGENCY: Regional Water Authority

PROJECT DESCRIPTION: This project will expand current and build new residential and commercial customer efficiency and outreach programs in the Sacramento region. This project consists of three components: residential programs, commercial programs, and public outreach. The residential customer efficiency programs in this project include irrigation (distribution of nozzles, smart controllers, drip system, etc.) rebates, turf replacement with low water use/native plants and household water loss (fixing/replacing fixtures, appliances, and pipes). The commercial customer efficiency program in this project provides incentives for high water use businesses like laundry, brewery, and food production facilities. The outreach program in this project includes focus group research, coordinated outreach messaging development, a regional water efficiency demonstration garden and customer focused advertisements. The quantitative outcome of the project is to save an estimated 179 acre feet of water per year, or 2,681 acre feet of water over the lifetime of the project (15 years) and increase overall water reliability.

Budget Category (a): Project Administration

Task 1: Project Management

Manage grant agreement including compliance with grant requirements, and preparation and submission of supporting grant documents. Prepare invoices including relevant supporting documentation for submittal to DWR. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager’s comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of “Acknowledgment of Credit & Signage” per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Not applicable

Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Task 3: CEQA Documentation

This Lead Agency has determined this action is not a project as defined by CEQA
Task 4: Permitting

This project does not require permits.

Task 5: Design

The project design includes scaling up local irrigation controller and equipment (nozzles and drip) programs and customer leak detection programs to regional program framework with similar guidelines that will accommodate multijurisdictional participation. This will include establishing Regional Water Authority and participating local water agency agreements to participate in these regional programs. Staff will need to design a new high water use commercial customer program, which will include assessing potential water efficiency practices and technology for rebates and services and an outreach strategy to reach commercial customers. Staff will work with current public outreach media buy partners to examine options to expand current advertisement services and customer reach and will explore multilingual options. Staff will work with demonstration garden local water agency partner to ensure project goals are incorporated into garden design.

Deliverables:

- Final Plan Design Documents

Task 6: Project Monitoring Plan

Develop and submit a Project Performance Monitoring Plan per Paragraph 16. The Project Performance Monitoring Plan will include baseline conditions, a brief discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points. Task costs are included in Project 1.

Deliverables:

- Project Performance Monitoring Plan

Budget Category (d): Construction/Implementation

Task 7: Contract Services

This project does not require contract services.

Task 8: Construction Administration

This project does not require construction administration.

Task 9: Implementation Activities

Implement irrigation and turf replacement rebate programs and a customer water loss service program, communicate program to customers, track progress and estimate water savings. This involves soliciting interest to participate from Regional Water Authority’s water efficiency program member water suppliers, the execution of Regional Water Authority/participating water supplier agreements, creation of program flyer, online ads, and updating regional BeWaterSmart.info website rebate information, monthly tracking of participation from suppliers’ customers, and continued promotion of the program in media and customer outreach activities.

Implement commercial high-water user rebate program, communicate program to customers, track progress and estimate water savings. Regional Water Authority staff will create a new BeWaterSmart.info webpage for this program and a new program flyer. Staff and interested local water suppliers will actively outreach to
commercial high-water users by offering presentations on the program, creating outreach lists of potential participants and calling/emailing to notify potential participants about the program.

Coordinate with participating agencies on design and installation of the regional water efficiency demonstration garden. Design includes the creation of educational signage about water efficiency and water use in the region. Installation includes landscape planting and signage placement. Regional Water Authority will feature the regional garden on our BeWaterSmart.info website. Garden will be located at the Roseville Utility Exploration Center (1501 Pleasant Grove Blvd, Roseville, CA 95747) and will be open to the public (no fee needed for access). The garden will be about 3,000 square feet and will be operated and maintained by the city of Roseville.

Secure additional public outreach media buy package with local media partners to extend public messages coverage. Regional Water Authority staff will track when, where and how the water efficiency ads are placed throughout the region and estimates number of impressions and customers that are reached. Secure focus group customer participants and conduct focus group sessions. Regional Water Authority will coordinate these activities between local water suppliers and professional implementation partners. Focus group session involve asking the participants a series of questions that help Regional Water Authority and local water suppliers more effectively implement water efficiency messages and programs. Typical topics include outdoor water practices, general impression of high efficiency fixtures,

**Deliverables:**

- Focus Group Research Report
- Program outreach flyers
- Public outreach advertisement samples and ad placement schedules
- Program customer participation forms
- Customer participation rebate and saving tracking spreadsheet
- Final design drafts of education signage for demonstration garden
- Link to BeWaterSmart.info website with photographs of demonstration garden
PROJECT 8: Water Efficiency Decision Support

IMPLEMENTING AGENCY: Regional Water Authority

PROJECT DESCRIPTION: This decision support tool project includes two research studies: 1) an indoor water use and fixture saturation study to assess the ongoing need for rebate or direct installation programs in the Sacramento region and 2) an outdoor study that focuses on landscape imagery analysis including the creation of landscape water budgets with the purpose of assessing customer landscape water use. The results from these research studies will inform and influence (e.g., potential changes in program scope, targeted customers, rebate amounts, etc. for regional and local implementation entities) current and future customer indoor and outdoor efficiency programs and related policy and funding decisions for the Sacramento region’s water suppliers and associated entities.

Budget Category (a): Project Administration

Task 1: Project Management

Manage grant agreement including compliance with grant requirements, and preparation and submission of supporting grant documents. Prepare invoices including relevant supporting documentation for submittal to DWR. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

• Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager’s comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

• Quarterly Project Progress Reports
• Project Completion Report
• Documentation (e.g., photo) of “Acknowledgment of Credit & Signage” per Condition D.2

Budget Category (b): Land Purchase/Easement

Not applicable

Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Task 3: CEQA Documentation

This Lead Agency has determined this action is not a project as defined by CEQA.

Task 4: Permitting

This project does not require permits.
Task 5: Design

Regional Water Authority will coordinate with interested water suppliers to outline what type of information needs to be collected for both the indoor and outdoor studies to produce meaningful results that can be used to influence current and future water efficiency program design. For example, with the indoor study, age of household, number of households, and average rate of toilet replacement data may be gathered for a number of water suppliers’ service areas to help inform the regional study. The design phase will outline research study goals for both the indoor and outdoor studies, outline data needs, identify target audiences, define methodologies for analyzing data, and outline desired study result metrics. The indoor study will likely target single family and multifamily properties. The outdoor study will likely target single family and multifamily properties with the addition of commercial and institutional properties. The number of participating properties for each study will vary depending on final scope and implementation method (readily available public data in which a whole service area can be included or direct contact with individual properties for a more detailed survey with less overall participants).

**Deliverables:**
- Final Study Design Documents (indoor and outdoor)

Task 6: Project Monitoring Plan

Develop and submit a Project Performance Monitoring Plan per Paragraph 16. The Project Performance Monitoring Plan will include baseline conditions, a brief discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points. Task will be coordinated within Regional Water Authority.

**Deliverables:**
- Project Performance Monitoring Plan

**Budget Category (d): Construction/Implementation**

Task 7: Contract Services

This project does not require contract services.

Task 8: Construction Administration

This project does not require construction administration.

Task 9: Implementation Activities

The following steps will need to be taken for both the indoor and outdoor research studies. Regional Water Authority will be coordinating these steps between the researchers and water suppliers.

1. Data collection
2. Data analysis
3. Recommendations for current and future water efficiency programs
4. Implementation of recommendations into local water efficiency programs (as applicable)

**Deliverables:**
- Final Indoor Study Results
- Final Outdoor Study Results
PLACEHOLDER PROJECTS

As per Paragraph 5 of this agreement, following projects are included in the Agreement as a placeholder. Placeholder projects are not eligible for grant reimbursement and may not submit invoices to DWR until such time as they are fully included in the Agreement.

PROJECT 9: Citrus Heights Water District Groundwater Production Well

IMPLEMENTING AGENCY: Citrus Heights Water District (CHWD)

PROJECT DESCRIPTION: This project includes the construction of a well, a well pump station, perimeter and interior fencing, and a new access drive and gate. The pump station would house the well, pumping equipment, disinfection facilities, motor control center (including instrumentation and controls), and station piping. The well will be capable of producing 1,500 gallons per minute of drinking water. This will provide an additional, reliable supply source that will enhance redundancy at the local level and help preserve water resources for the greater regional area.

PROJECT 10: Joiner Park Conversion to Reclaimed Water

IMPLEMENTING AGENCY: City of Lincoln

PROJECT DESCRIPTION: This project will finish the installation of purple pipe and respective appurtenances to the third largest park in Lincoln, Joiner Park. Joiner Park is located along east Nicolaus Road and includes two football/soccer fields and one softball/baseball diamond. The irrigation system will connect to the recycled water distribution system, which is supplied by the City's wastewater treatment and reclamation facility (WWTRF). Joiner Park has an irrigation demand of 260 gallons per minute with an average annual usage of 27 acre-feet per year. Approximately 1,250 linear feet of 8" diameter pipeline will be installed from Joiner Parkway to Joiner Park along Nicolaus Road. Phase 1 of the project has already been constructed in anticipation of the Joiner Park parking lot being resurfaced in 2020. Phase 2 includes the installation of the 8-inch reclaimed waterline in Nicolaus Road, air valve, 6-inch reclaimed waterline from Nicolaus Road into Joiner Park, Amiad Filter, flow meter, air-gap station and final connections for all utilities.

PROJECT 11: Groundwater Recharge and Swainson’s Hawk Habitat Preservation Project

IMPLEMENTING AGENCY: Sacramento Area Flood Control Agency

PROJECT DESCRIPTION: This project includes protecting 129 acres for groundwater recharge and constructing a pipeline to allow surface water spreading and infiltration on the property. The project will recharge groundwater at a rate of 180 AFY. SAFCA will construct a pipeline from the adjoining Omochumne-Hartnell Water District (OHWD) groundwater recharge project onto the site. Up to four monitoring wells or real-time transducers will be improved or installed on or near the site. Data collection will be integrated on an internet-based platform.
## EXHIBIT B
### BUDGET
### PROPOSITION 1 ROUND 1 AMERICAN RIVER BASIN IRWM IMPLEMENTATION GRANT

### AGREEMENT BUDGET SUMMARY

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<td>8 Water Efficiency Decision Support</td>
<td>$200,000</td>
<td>$9,921</td>
<td>$1,109</td>
<td>$211,030</td>
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</tr>
<tr>
<td>9 Citrus Heights Water District Highland Avenue Groundwater Production Well</td>
<td>$1,022,000</td>
<td>$1,840,014</td>
<td>$205,686</td>
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<td>60%</td>
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<tr>
<td>10 Joiner Park Conversion to Reclaimed Water</td>
<td>$452,206</td>
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<td>47%</td>
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<tr>
<td>11 Groundwater Recharge and Swainson’s Hawk Habitat Preservation</td>
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<td><strong>GRAND TOTAL</strong></td>
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<td>$10,157,510</td>
<td>$1,247,154</td>
<td>$20,154,414</td>
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</tbody>
</table>

*Projects 1-10 are in the Sacramento River Funding Area, Project 11 is in the San Joaquin River Funding Area. The Final Award date for both Funding Areas is June 26, 2020.*
Grant Administration
Implementing Agency: Regional Water Authority

Project directly serves a need of a Disadvantaged Community: N/A

<table>
<thead>
<tr>
<th>BUDGET CATEGORY</th>
<th>Grant Amount</th>
<th>Required Cost Share: Non-State Fund Source</th>
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PROJECT 1: Groundwater Well Recharge Improvements
Implementing Agency: City of Sacramento

Project directly serves a need of a Disadvantaged Community: No

<table>
<thead>
<tr>
<th>BUDGET CATEGORY</th>
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<tr>
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<td>$64,707</td>
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<tr>
<td>Documentation</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(d) Construction / Implementation</td>
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<td>$2,538,000</td>
<td>$250,000</td>
<td>$3,810,000</td>
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</table>

**TOTAL COSTS** $1,022,000 $2,815,293 $314,707 $4,152,000

NOTES:
Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

*Cost share source: City of Sacramento.
### PROJECT 2: Power Inn Road Transmission Main
Implementing Agency: Sacramento County Water Agency

Project directly serves a need of a Disadvantaged Community: No

<table>
<thead>
<tr>
<th>BUDGET CATEGORY</th>
<th>Grant Amount</th>
<th>Required Cost Share: Non-State Fund Source*</th>
<th>Other Cost Share*</th>
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<td>$1,296,000</td>
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</table>

| TOTAL COSTS                                           | $742,000     | $627,819                                   | $70,181           | $1,440,000 |

**NOTES:**
Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

*Cost share source: Sacramento County Water Agency.

### PROJECT 3: Well 79 Verner/Panorama Pumping Station
Implementing Agency: Sacramento Suburban Water District

Project directly serves a need of a Disadvantaged Community: No

<table>
<thead>
<tr>
<th>BUDGET CATEGORY</th>
<th>Grant Amount</th>
<th>Required Cost Share: Non-State Fund Source*</th>
<th>Other Cost Share*</th>
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| TOTAL COSTS                                           | $1,022,000.00| $2,071,785                                  | $357,455          | $3,451,240.00 |

**NOTES:**
Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

*Cost share source: Sacramento Suburban Water District.
### PROJECT 4: New York Groundwater Well
Implementing Agency: Fair Oaks Water District

Project directly serves a need of a Disadvantaged Community: No

<table>
<thead>
<tr>
<th>BUDGET CATEGORY</th>
<th>Grant Amount</th>
<th>Required Cost Share: Non-State Fund Source*</th>
<th>Other Cost Share*</th>
<th>Total Cost</th>
</tr>
</thead>
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<tr>
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<td>(b) Land Purchase / Easement</td>
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<td>$674,898</td>
<td>$81,102</td>
<td>$1,528,000</td>
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</tbody>
</table>

**TOTAL COSTS**

| Grant Amount | $772,000 | $920,142 | $102,858 | $1,795,000 |

**NOTES:**
Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

*Cost share source: Fair Oaks Water District.

### PROJECT 5: American River Basin Stewardship and Citizen Science Program
Implementing Agency: Valley Foothills Watershed Collaborative

Project directly serves a need of a Disadvantaged Community: No

<table>
<thead>
<tr>
<th>BUDGET CATEGORY</th>
<th>Grant Amount</th>
<th>Required Cost Share: Non-State Fund Source*</th>
<th>Other Cost Share*</th>
<th>Total Cost</th>
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<td>$116,375</td>
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<td>$206,784</td>
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</table>

**TOTAL COSTS**

| Grant Amount | $171,000 | $116,375 | $13,009 | $300,384 |

**NOTES:**
Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

*Cost share source: Valley Foothills Watershed Collaborative.
### PROJECT 6: Regional Leak Detection and Repair
Implementing Agency: Regional Water Authority

Project directly serves a need of a Disadvantaged Community: No

<table>
<thead>
<tr>
<th>BUDGET CATEGORY</th>
<th>Grant Amount</th>
<th>Required Cost Share: Non-State Fund Source*</th>
<th>Other Cost Share*</th>
<th>Total Cost</th>
</tr>
</thead>
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<td>(c) Planning / Design / Engineering / Environmental Documentation</td>
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<tr>
<td><strong>TOTAL COSTS</strong></td>
<td>$1,244,000</td>
<td>$283,328</td>
<td>$31,672</td>
<td>$1,559,000</td>
</tr>
</tbody>
</table>

**NOTES:**
Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

*Cost share source: Regional Water Authority and local participating water suppliers.

### PROJECT 7: Advancing Water Efficiency in the Sacramento Region
Implementing Agency: Regional Water Authority

Project directly serves a need of a Disadvantaged Community: No

<table>
<thead>
<tr>
<th>BUDGET CATEGORY</th>
<th>Grant Amount</th>
<th>Required Cost Share: Non-State Fund Source*</th>
<th>Other Cost Share*</th>
<th>Total Cost</th>
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</thead>
<tbody>
<tr>
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<td>$0</td>
<td>$9,080</td>
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<tr>
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<td>(c) Planning / Design / Engineering / Environmental Documentation</td>
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<td>$1,244,000</td>
<td>$283,328</td>
<td>$17,762</td>
<td>$1,545,090</td>
</tr>
<tr>
<td><strong>TOTAL COSTS</strong></td>
<td>$1,244,000</td>
<td>$283,328</td>
<td>$31,672</td>
<td>$1,559,000</td>
</tr>
</tbody>
</table>

**NOTES:**
Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

*Cost share source: Regional Water Authority and existing participating local provider water loss programs.
PROJECT 8: Water Efficiency Decision Support Tool
Implementing Agency: Regional Water Authority
Project directly serves a need of a Disadvantaged Community: No

<table>
<thead>
<tr>
<th>BUDGET CATEGORY</th>
<th>Grant Amount</th>
<th>Required Cost Share: Non-State Fund Source*</th>
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<td><strong>$9,921</strong></td>
<td><strong>$1,109</strong></td>
<td><strong>$211,030</strong></td>
</tr>
</tbody>
</table>

NOTES:
Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

*Cost share source: Regional Water Authority.

PLACEHOLDER PROJECTS
These projects are included in the agreement as placeholder projects. Detailed budgets will not be included in the Agreement until the projects are fully incorporated into the Agreement as per Paragraph 5) A.ii.

PROJECT 9: Citrus Heights Water District Groundwater Production Well
Implementing Agency: Citrus Heights Water District

PROJECT 10: Joiner Park Conversion to Reclaimed Water
Implementing Agency: City of Lincoln

PROJECT 11: Groundwater Recharge and Swainson's Hawk Habitat Preservation Project
Implementing Agency: Sacramento Area Flood Control Agency
EXHIBIT C
SCHEDULE

PROPOSITION 1 ROUND 1 AMERICAN RIVER BASIN IRWM IMPLEMENTATION GRANT

Grant Administration

<table>
<thead>
<tr>
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<th>End Date</th>
</tr>
</thead>
<tbody>
<tr>
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<td>12/01/2023</td>
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PROJECT 1: Groundwater Well Recharge Improvements

<table>
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<th>Start Date</th>
<th>End Date</th>
</tr>
</thead>
<tbody>
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<td>d Construction / Implementation</td>
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PROJECT 2: Power Inn Road Transmission Main

<table>
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<tr>
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<th>Start Date</th>
<th>End Date</th>
</tr>
</thead>
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PROJECT 3: Well 79 Verner/Panorama Pumping Station

<table>
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<tr>
<th>BUDGET CATEGORY</th>
<th>Start Date</th>
<th>End Date</th>
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</thead>
<tbody>
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</table>
* Permitting extends to the end of the project because a water supply permit is needed to operate the well and this permit is not obtained until after construction is complete.

**PROJECT 4: New York Groundwater Well**

<table>
<thead>
<tr>
<th>BUDGET CATEGORY</th>
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<th>End Date</th>
</tr>
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<tbody>
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<td>c  Planning / Design / Engineering / Environmental Documentation</td>
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<td>06/01/2022*</td>
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<tr>
<td>d  Construction / Implementation</td>
<td>06/01/2020</td>
<td>06/01/2022</td>
</tr>
</tbody>
</table>

* Permitting extends to the end of the project because a water supply permit is needed to operate the well and this permit is not obtained until after construction is complete.

**PROJECT 5: American River Basin Stewardship and Citizen Science Program**

<table>
<thead>
<tr>
<th>BUDGET CATEGORY</th>
<th>Start Date</th>
<th>End Date</th>
</tr>
</thead>
<tbody>
<tr>
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<td>d  Construction / Implementation</td>
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**PROJECT 6: Regional Leak Detection and Repair**

<table>
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<tr>
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<th>End Date</th>
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</thead>
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<tr>
<td>b  Land Purchase / Easement</td>
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</table>
PROJECT 7: Advancing Water Efficiency in the Sacramento Region

<table>
<thead>
<tr>
<th>BUDGET CATEGORY</th>
<th>Start Date</th>
<th>End Date</th>
</tr>
</thead>
<tbody>
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<tr>
<td>c Planning / Design / Engineering / Environmental Documentation</td>
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</tr>
<tr>
<td>d Construction / Implementation</td>
<td>04/01/2021</td>
<td>11/01/2022</td>
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</table>

PROJECT 8: Water Efficiency Decision Support

<table>
<thead>
<tr>
<th>BUDGET CATEGORY</th>
<th>Start Date</th>
<th>End Date</th>
</tr>
</thead>
<tbody>
<tr>
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<td>01/01/2023</td>
</tr>
<tr>
<td>b Land Purchase / Easement</td>
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<tr>
<td>d Construction / Implementation</td>
<td>07/01/2021</td>
<td>10/01/2022</td>
</tr>
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</table>

PLACEHOLDER PROJECTS

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PROJECT 9: Citrus Heights Water District Groundwater Production Well
Implementing Agency: Citrus Heights Water District

PROJECT 10: Joiner Park Conversion to Reclaimed Water
Implementing Agency: City of Lincoln

PROJECT 11: Groundwater Recharge and Swainson’s Hawk Habitat Preservation Project
Implementing Agency: Sacramento Area Flood Control Agency
EXHIBIT D

STANDARD CONDITIONS

D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:
   A. Separate Accounting of Funding Disbursements: 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 on expenditures of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
   B. Disposition of Money Disbursed: All money disbursed pursuant to this Grant agreement shall be deposited in a non-interest bearing account, administered, and accounted for pursuant to the provisions of applicable law.
   C. 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 AND SIGNAGE: Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Grant agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee’s headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: “Funding for this project has been provided in full or in part from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 and through an agreement with the State Department of Water Resources.” The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

D.3. 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. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2. Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2. State shall have no obligation to agree to an amendment.

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

D.5. AUDITS: State reserves the right to conduct an audit at any time between the execution of this Grant agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Grantee to conduct a final audit 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. The Grantee agrees it shall return any audit disallowances to the State. Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Grant agreement with respect of all matters connected with this Grant agreement, including but not limited to, the cost of administering this Grant agreement. All records of Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement. If an audit reveals any impropriety, the Bureau of State Audits or the State Controller’s Office may conduct a full audit of any or all of the Grantee’s activities. (Water Code, § 79708, subd. (b).)

D.6. **BUDGET CONTINGENCY:** If the Budget Act of the current year covered under this Grant agreement does not appropriate sufficient funds for this 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, the 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.7. **CALIFORNIA CONSERVATION CORPS:** Grantee may use the services of the California Conservation Corps or other community conservation corps as defined in Public Resources Code section 14507.5.

D.8. **CEQA:** Activities funded under this Grant agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the State’s Project Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 12, “Default Provisions.”

D.9. **CHILD SUPPORT COMPLIANCE ACT:** The Grantee acknowledges in accordance with Public Contract Code section 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 Family Code section 5200 et seq.; 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.10. **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 DWR Project Representative, within thirty (30) 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.11. COMPETITIVE BIDDING AND PROCUREMENTS: Grantee’s contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by State under this Grant agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services’ State Contracting Manual rules must be followed and are available at: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting.

D.12. 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.13. 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 section 1090 and Public Contract Code sections 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. (Gov. 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.14. 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.15. DISPOSITION OF EQUIPMENT: Grantee shall provide to State, not less than thirty (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 sixty (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.16. **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 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.

B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 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 section 8355, 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.17. **EASEMENTS:** Where the Grantee acquires property in fee title or funds improvements to real property already owned in fee by the Grantee using State funds provided through this Grant agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.

Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.

Failure to provide an easement acceptable to the State may result in termination of this Agreement.

D.18. **FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL:** Upon completion of the Project, Grantee shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering 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.

D.19. **GRANTEE’S RESPONSIBILITIES:** Grantee and its representatives shall:

A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A and in accordance with Exhibits B and C.

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 funding.

C. Comply with all applicable California, federal, and local laws and regulations.
D. Implement the Project in accordance with applicable provisions of the law.
E. Fulfill its obligations under the Grant agreement and be responsible for the performance of the Project.
F. Obtain 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 Project. Grantee shall provide copies of permits and approvals to State.
G. Be 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 Agreement.
H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.

D.20. GOVERNING LAW: This Grant agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

D.21. INCOME RESTRICTIONS: The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement. The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

D.22. 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 Project 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 insureds on their liability insurance for activities undertaken pursuant to this Agreement.

D.23. 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.24. 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.25. 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 subcontracts.
contracts or subcontracts entered into pursuant to its Grant agreement with State.

D.26. LABOR CODE 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: https://www.dir.ca.gov/dlse/PWManualCombined.pdf. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.

D.27. MODIFICATION OF OVERALL WORK PLAN: At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Grant agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Grant agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Grant agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State’s Program Manager in writing.

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 California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. 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. 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.30. PERFORMANCE BOND: Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than $25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
D.31. 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 section 11200 in accordance with Public Contract Code section 10353.

D.32. 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 Project, 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 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.33. PROJECT ACCESS: The Grantee shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.

D.34. REMAINING BALANCE: In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.

D.35. 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.36. RETENTION: The State shall withhold ten percent (10%) of the funds, for each project, until the project is complete, and a Final Project Report is approved and accepted by DWR. If a project has multiple Components (within a project), at the State’s discretion and upon a written request by the Grantee, any retained amount attributable to a single component may be released when that component is complete and the Final Component Completion Report is approved. Upon approval of the Final Project Report and/or Final Component Completion Report, any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest.

D.37. 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. (Gov. 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.38. 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.39. SUSPENSION OF PAYMENTS: This Grant agreement may be subject to suspension of payments or termination, or both 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 12, “Default Provisions,” 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, “Default Provisions.”

D.43. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 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 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 – DAC, EDA, TRIBES PROJECT: Travel is only an eligible reimbursable expense for projects providing at least 75% of benefits to DACs, EDAs, and/or Tribes (based on population or geographic area). Only ground transportation and lodging are eligible for grant reimbursement. Per diem costs will not be eligible for grant reimbursement. Any reimbursement for necessary travel shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at: http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred. No travel outside of the IRWM region shall be reimbursed unless prior written authorization is obtained from the State.

D.47. UNION ORGANIZING: Grantee, by signing this Grant agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Grant agreement. Furthermore, Grantee, by signing this Grant agreement, hereby certifies that:
A. No State funds disbursed by this Grant agreement will be used to assist, promote, or deter union organizing.
B. Grantee shall account for State funds disbursed for a specific expenditure by this Grant agreement to show those funds were allocated to that expenditure.
C. Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
D. If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that Grantee shall provide those records to the Attorney General upon request.
D.48. **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.49. **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.
EXHIBIT E

AUTHORIZING RESOLUTION

RESOLUTION 2019-11
A Resolution of the Regional Water Authority to Authorize the Executive Director to Submit a Proposal to the California Department of Water Resources for an Integrated Regional Water Management Implementation Grant and to Execute a Funding Agreement Upon Award

WHEREAS, the Regional Water Authority ("Authority") was formed to serve and represent regional water supply interests and to assist in protecting and enhancing the reliability, availability, affordability and quality of water resources; and

WHEREAS, the Authority adopted an update to its Integrated Regional Water Management ("IRWM") Plan in July, 2018 to ensure maintaining water supplies for all uses in a sustainable environment; and

WHEREAS, the Authority is a public agency that serves as the Regional Water Management Group representing numerous stakeholders and interests throughout the region; and

WHEREAS, the Authority worked with IRWM stakeholders to identify a priority suite of projects that are ready to pursue IRWM grant funding through the California Department of Water Resources.

THEREFORE, BE IT RESOLVED, that the Board of Directors of the Authority direct that proposal be made to the California Department of Water Resources to obtain a Round 1 Integrated Regional Water Management Implementation Grant pursuant to the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Water Code § 79700 et seq.), and to enter into an agreement to receive a grant for the American River Basin Integrated Water Management Program. The Executive Director of the Authority, or designee, is hereby authorized and directed to prepare the necessary data, conduct investigations, file such proposal, and execute a grant agreement with California Department of Water Resources.

PASSED AND ADOPTED at a meeting of the Regional Water Authority held on November 14, 2019.

By: [Signature]
Chair, Regional Water Authority

Attest: [Signature]
Secretary, Regional Water Authority

American River Basin Integrated Water Management Program (Sacramento River)
EXHIBIT F
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:

- Percent complete (by work)
- Discussion of work accomplished during the reporting period.
- Milestones or deliverables completed/submitted during the reporting period.
- Meetings held or attended.
- Scheduling concerns and issues encountered that may delay completion of the task.
- Budget projections for grant share for the next two quarters

For each project, discuss the following at the project level, as organized in Exhibit A:

- Work anticipated for the next reporting period.
- Photo documentation, as appropriate.
- Any schedule or budget modifications approved by DWR during the reporting period.

PROJECT COMPLETION REPORT

The Project Completion Report (or a Component Completion Report, if a Project has multiple Components) shall generally use the following format provided below for each project after completion.

Executive Summary

The Executive Summary should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original Grant application.
- List any official amendments to this Grant Agreement, with a short description of the amendment.

Reports and/or Products

The following items should be provided, unless already submitted as a deliverable:

- A copy of any final technical report or study, produced for or utilized in this Project as described in the Exhibit A
- Electronic copies of any data collected, not previously submitted
- Discussion of problems that occurred during the work and how those problems were resolved
- Final project schedule showing actual progress versus planned progress as shown in Exhibit C

Additional information that may be applicable for implementation projects includes the following:

- Record drawings
- Final geodetic survey information
• Project photos

Cost & Disposition of Funds

A list showing:

• Summary of Project costs including the following items:
  o Accounting of the cost of project expenditure;
  o Include all internal and external costs not previously disclosed (i.e., additional cost share); and
  o A discussion of factors that positively or negatively affected the project cost and any deviation from the original Project cost estimate.

Additional Information

• Benefits derived from the Project, with quantification of such benefits provided.
• If applicable, Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), consistent with Exhibit D, that the project was conducted in accordance with the approved Work Plan in Exhibit A and any approved amendments thereto.
• Submittal schedule for the Post Performance Report.

GRANT COMPLETION REPORT

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

• Executive Summary: consisting of a maximum of ten (10) pages summarizing information for the grant as well as the individual projects.
• Brief discussion of: each project completed and how they achieved IRWM Plan objectives and/or Regional goals and whether the level, type, or magnitude of benefits of the project are comparable to the original project proposal; any remaining work to be completed and mechanism for their implementation; the benefits to DAC and/or EDA as part of this Grant Agreement if a DAC or EDA Cost Share Waiver was approved for a project; and a summary of final funds disbursement for each project.

Additional Information: Summary of the submittal schedule for the Post Performance Reports applicable for the projects in this Grant Agreement.

POST-PERFORMANCE REPORT

The Post-Performance Report (PPR) should be concise and focus on how each project is performing compared to its expected performance; whether the project is being operated and maintained and providing intended benefits as proposed. A PPR template may be provided by the assigned DWR Grant Manager upon request. The PPR should follow the general format of the template and provide requested information as applicable. The following information, at a minimum, shall be provided:

Reports and/or products

• Header including the following:
  o Grantee Name
  o Implementing Agency (if different from Grantee)
  o Grant Agreement Number
  o Project Name
  o Funding grant source (i.e., 2019 Proposition 1 IRWM Implementation Grant)
- Report number
- Post-Performance Report schedule
- Time period of the annual report (e.g., January 2018 through December 2018)
- Project Description Summary
- Discussion of the project benefits
- An assessment of any differences between the expected versus actual project benefits as stated in the original application. Where applicable, the reporting should include quantitative metrics (e.g., new acre-feet of water produced that year, etc.).
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
- Any additional information relevant to or generated by the continued operation of the project.
EXHIBIT G

REQUIREMENTS FOR 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.

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: https://www.waterboards.ca.gov/water_issues/programs/gama/. If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at: https://www.waterboards.ca.gov/water_issues/programs/gama/contact.shtml.

Groundwater Level Data

For each project that collects groundwater level data, the Grantee will need to submit this data to DWR’s Water Data Library (WDL), with a narrative description of data submittal activities included in project reports, as described in Exhibit F, “Report Formats and Requirements.” Information regarding the WDL and in what format to submit data in can be found at: http://www.water.ca.gov/waterdatalibrary/.
EXHIBIT H

STATE AUDIT DOCUMENT REQUIREMENTS FOR THE GRANTEE

The following provides a list of documents typically required by State Auditors and general guidelines for the Grantee. List of documents pertains to both State funding and the Grantee’s Local Cost Share and details the documents/records that State Auditors would need to review in the event of this Grant Agreement is audited. The Grantee should ensure that such records are maintained for each funded project.

State Audit Document Requirements

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

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

Contracts:
1. All subcontractor and consultant contracts and related or partners’ documents, if applicable.
2. Contracts between the Agency and member agencies as related to the 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 grants or loans.
4. Bank statements showing the deposit of the receipts.

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

Administration Costs:
1. Supporting documents showing the calculation of administration costs.
Personnel:
1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

Project Files:
1. All supporting documentation maintained in the project files.
2. All Grant Agreement related correspondence.
EXHIBIT I

LOCAL PROJECT SPONSORS AND PROJECT LOCATIONS

The Grantee has assigned, for each project, a Local Project Sponsor (LPS) according to the roles of the participating agencies identified in the IRWM Plan. LPSs may act on behalf of the Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. LPSs are identified for each sponsored Project below:
### Local Project Sponsor Agency Designation

<table>
<thead>
<tr>
<th>Sponsored Project</th>
<th>Sponsor Agency</th>
<th>Agency Address</th>
<th>Project Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project 1: Groundwater Well Recharge Improvements</td>
<td>City of Sacramento</td>
<td>915 I Street, Sacramento, CA 95814</td>
<td>Sacramento, California (38.622500, -121.435556)</td>
</tr>
<tr>
<td>Project 2: Power Inn Road Transmission Main</td>
<td>Sacramento County Water Agency</td>
<td>827 7th Street, Room 301, Sacramento, CA 95814</td>
<td>Sacramento, California (38.455000, -121.405556)</td>
</tr>
<tr>
<td>Project 3: Well 79 Verner/Panorama Pumping Station</td>
<td>Sacramento Suburban Water District</td>
<td>3701 Marconi Avenue, Sacramento, CA 95821</td>
<td>Citrus Heights, California (38.690000, -121.327222)</td>
</tr>
<tr>
<td>Project 4: New York Groundwater Well</td>
<td>Fair Oaks Water District</td>
<td>10326 Fair Oaks Boulevard, Fair Oaks, CA 95268</td>
<td>Fair Oaks, California (38.641944, -121.278056)</td>
</tr>
<tr>
<td>Project 5: ARB Stewardship and Citizen Science Program</td>
<td>Valley Foothill Watersheds Collaborative</td>
<td>6001 M Street, Sacramento, CA 95819</td>
<td>Sacramento, California (38.547500, -121.439722)</td>
</tr>
</tbody>
</table>
### Local Project Sponsor Agency Designation

<table>
<thead>
<tr>
<th>Sponsored Project</th>
<th>Sponsor Agency</th>
<th>Agency Address</th>
<th>Project Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project 6: Regional Leak Detection and Repair</td>
<td>Regional Water Authority</td>
<td>5620 Birdcage Street Suite 180, Citrus Heights, CA 95610</td>
<td>Sacramento, California (38.668333, -121.273889)</td>
</tr>
<tr>
<td>Project 7: Advancing Water Efficiency in the Sacramento Region</td>
<td>Regional Water Authority</td>
<td>5620 Birdcage Street Suite 180, Citrus Heights, CA 95610</td>
<td>Sacramento, California (38.668333, -121.273889)</td>
</tr>
<tr>
<td>Project 8: Water Efficiency Decision Support Tool</td>
<td>Regional Water Authority</td>
<td>5620 Birdcage Street Suite 180, Citrus Heights, CA 95610</td>
<td>Sacramento, California (38.668333, -121.273889)</td>
</tr>
<tr>
<td>Project 9: Highland Avenue Groundwater Production Well</td>
<td>Citrus Heights Water District</td>
<td>6230 Sylvan Road, Citrus Heights, CA 95610</td>
<td>Citrus Heights, California (38.689722, -121.280278)</td>
</tr>
<tr>
<td>Project 10: Joiner Park Conversion to Reclaimed Water</td>
<td>City of Lincoln</td>
<td>600 6th Street, Lincoln, CA 95648</td>
<td>Lincoln, California (38.896944, -121.308056)</td>
</tr>
</tbody>
</table>
Placeholder Project: Local Project Sponsor Agency Designation

**Sponsored Project:** Project 11: Groundwater Recharge and Swainson’s Hawk Habitat Restoration

**Sponsor Agency:** Sacramento Area Flood Control Agency

**Agency Address:** 1007 7th Street, Sacramento, CA 95814

**Project Location:** Wilton, California (38.451389, -121.220556)
EXHIBIT J

APPRaisal SPECIFICATIONS

For property acquisitions funded by this Grant Agreement, the Grantee shall submit an appraisal for review and approval by the Department of General Services or DWR’s Real Estate Branch prior to reimbursement or depositing State funds into an escrow account. All appraisal reports, regardless of report format, shall include all applicable Appraisal Specifications below. Appraisals for a total compensation of $150,000 or more shall be reported as a Self-Contained Appraisal Report. Appraisals for a total compensation of less than $150,000 may be reported as a Summary Appraisal Report, which includes all information necessary to arrive at the appraiser’s conclusion. Appraisal Specifications 14, 16, 21, 23-25, and 28 shall be a narrative analysis regardless of the reporting format.

1. Title page with sufficient identification of appraisal assignment.
2. Letter of transmittal summarizing important assumptions and conclusions, value estimate, date of value and date of report.
3. Table of contents.
4. Assumptions and Limiting Conditions, Extraordinary Assumptions, and Hypothetical Conditions as needed.
5. Description of the scope of work, including the extent of data collection and limitations, if any, in obtaining relevant data.
6. Definition of Fair Market Value, as defined by California Code of Civil Procedure, § 1263.320.
7. Photographs of subject property and comparable data, including significant physical features and the interior of structural improvements, if applicable.
8. Copies of Tax Assessor’s plat map with the subject marked along with all contiguous assessor’s parcels that depict the ownership.
9. A legal description of the subject property, if available.
10. For large, remote or inaccessible parcels, provide aerial photographs or topographical maps depicting the subject boundaries.
11. Three (3) year subject property history, including sales, listings, leases, options, zoning, applications for permits, or other documents or facts that might indicate or affect use or value.
12. Discussion of any current Agreement of Sale, option, or listing of subject property. This issue required increased diligence since state agencies often utilize non-profit organizations to quickly acquire sensitive habitat parcels using Option Agreements. However, due to confidentiality clauses, the terms of the Option are often not disclosed to the State. If the appraiser discovers evidence of an Option or the possible existence of an Option, and the terms cannot be disclosed due to a confidentiality clause, then the appraiser is to cease work and contact the client.
13. Regional, area, and neighborhood analyses. This information may be presented in a summary format.
14. Market conditions and trends including identification of the relevant market area, a discussion of supply and demand within the relevant market area, and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area. This information may be presented in a summary format.
15. Discussion of subject land/site characteristics (size, topography, current use, elevations, zoning and land use issues, development entitlements, General Plan designation, utilities, offsite improvements).
access, land features such as levees and creeks, offsite improvements, easements and encumbrances, covenants, conditions and restrictions, flood and earthquake information, toxic hazards, water rights, mineral rights, toxic hazards, taxes and assessments, etc.).

16. Description of subject improvements including all structures, square footage, physical age, type of construction, quality of construction, condition of improvements and/or identification of any permanent plantings. Discussion of construction cost methodology, costs included and excluded, accrued depreciation from all causes, remaining economic life, items of deferred maintenance and cost to cure, and incurable items. Construction cost data shall include cost data source, date of estimate or date of publication of cost manual, section and page reference of cost manual, copies of cost estimate if provided from another source, replacement or reproduction cost method used, and supporting calculations including worksheets or spreadsheets.

17. Subject property leasing and operating cost history, including all items of income and expense.

18. Analysis and conclusion of the larger parcel for partial taking appraisals. For partial taking appraisals, Appraisal Specifications generally apply to the larger parcel rather than an ownership where the larger parcel is not the entire ownership.

19. Include a copy of a recent preliminary title report (within the past year) as an appraisal exhibit. Discuss the title exceptions and analyze the effect of title exceptions on fair market value.

20. For appraisals of partial takings or easements, a detailed description of the taking or easement area including surface features and topography, easements, encumbrances or improvements including levees within the subject partial take or easement, and whether the take area is characteristic of the larger parcel. Any characteristics of the taking area, including existing pre-project levees that render the take area different from the larger parcel shall be addressed in the valuation.

21. Opinion of highest and best use for the subject property, based on an in-depth analysis supporting the concluded use which includes the detail required by the complexity of the analysis. Such support typically requires a discussion of the four criteria of tests utilized to determine the highest and best use of a property. If alternative feasible uses exist, explain and support market, development, cash flow, and risk factors leading to an ultimate highest and best use decision.

22. All approaches to market value applicable to the property type and in the subject market. Explain and support the exclusion of any usual approaches to value.

23. Map(s) showing all comparable properties in relation to the subject property.

24. Photographs and plat maps of comparable properties.

25. In-depth discussion of comparable properties, similarities and differences compared to the subject property, adjustments to the comparable data, and discussion of the reliability and credibility of the data as it relates to the indicated subject property value. Improved comparable sales which are used to compare to vacant land subject properties shall include an allocation between land and improvements, using methodology similar to methodology used in item 16 above to estimate improvement value when possible, with an explanation of the methodology used.


a. For sales, include information on grantor/Grantee, sale/recordation dates, listed or asking price as of the date of sale, highest and best use, financing, conditions of sale, buyer motivation, sufficient location information (street address, post mile, and/or distance from local landmarks such as bridges, road intersections, structures, etc.), land/site characteristics, improvements, source of any allocation of sale price between land and improvements, and confirming source.
b. For listings, also include marketing time from list date to effective date of the appraisal, original list price, changes in list price, broker feedback, if available.

c. For leases, include significant information such as lessor/lessee, lease date and term, type of lease, rent and escalation, expenses, size of space leased, tenant improvement allowance, concessions, use restrictions, options, and confirming source. When comparing improved sales to a vacant land subject, the contributory value of the improvements shall be segregated from the land value.

27. For appraisals of easements, a before and after analysis of the burden of the easement on the fee, with attention to how the easement affects highest and best use in the after condition. An Easement Valuation Matrix or generalized easement valuation references may be used ONLY as a reference for a secondary basis of value.

28. For partial taking and easement appraisals, valuation of the remainder in the after condition and analysis and identification of any change in highest and best use or other characteristics in the after condition, to establish severance damages to the remainder in the after condition, and a discussion of special and general benefits, and cost to cure damages or construction contract work.

29. There are occasions where properties involve water rights, minerals, or salable timber that require separate valuations. If an appraisal assignment includes water rights, minerals, or merchantable timber that requires separate valuation, the valuation of the water rights, minerals, or merchantable timber shall be completed by a credentialed subject matter specialist.

30. For partial taking and easement appraisals, presentation of the valuation in California partial taking acquisition required format.

31. Implied dedication statement.

32. Reconciliation and final value estimate. Include analysis and comparison of the comparable sales to the subject, and explain and support conclusions reached.

33. Discussion of any departures taken in the development of the appraisal.

34. Signed Certification consistent with the language found in Uniform Standards of Professional Appraisal Practice.

35. If applicable, in addition to the above, appraisals of telecommunication sites shall also provide:

   a. A discussion of market conditions and trends including identification of the relevant market, a discussion of supply and demand within the relevant market area and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area.

   b. An analysis of other leases comparable to subject property. Factors to be discussed in the analysis include the latitude, longitude, type of tower, tower height, number of rack spaces, number of racks occupied, placement of racks, power source and adequacy, back-up power, vault and site improvements description and location on site, other utilities; access, and road maintenance costs.
EXHIBIT K

INFORMATION NEEDED FOR ESCROW PROCESSING AND CLOSURE

The Grantee shall provide the following documents to the State Project Representative during the escrow process. Property acquisition escrow documents shall be submitted within the term of this Grant Agreement and after a qualified appraisal has been approved.

- Name and Address of Title Company Handling the Escrow
- Escrow Number
- Name of Escrow Officer
- Escrow Officer’s Phone Number
- Dollar Amount Needed to Close Escrow
- Legal Description of Property Being Acquired
- Assessor’s Parcel Number(s) of Property Being Acquired
- Copy of Title Insurance Report
- Entity Taking Title as Named Insured on Title Insurance Policy
- Copy of Escrow Instructions in Draft Form Prior to Recording for Review Purposes
- Copy of Final Escrow Instructions
- Verification that all Encumbrances (i.e., Liens, Back Taxes, and Similar Obligations) have been Cleared Prior to Recording the Deed to Transfer Title
- Copy of Deed for Review Purposes Prior to Recording
- Copy of Deed as Recorded in County Recorder’s Office
- Copy of Escrow Closure Notice
EXHIBIT L

Project Monitoring Plan Guidance

Introduction

For each project contained in Exhibit A, please include a brief description of the project (maximum ~150 words) including project location, implementation elements, need for the project (what problem will the project address) and responds to the requirements listed below.

Project Monitoring Plan Requirements

The Project Monitoring Plan shall contain responses to the following questions:

• What are the anticipated project physical benefits?
• What are the corresponding numeric targets for each project benefit?
• How will proposed numeric targets be measured?
• What are baseline conditions?
• When will the targets be met (e.g., upon project completion, five years after completion)
• How often will monitoring be undertaken (e.g., monthly, yearly).
• Where are monitoring point locations (e.g., meter located at…, at stream mile…)? Include relevant maps.
• How will the project be maintained (e.g., irrigation, pest management, weed abatement)?
• What will be the frequency and duration of maintenance proposed activities?
• Are there any special environmental considerations (e.g., resource agency requirements, permit requirements, CEQA/NEPA mitigation measures)?
• Who is responsible for collecting the samples (i.e., who is conducting monitoring and/or maintenance)?
• How, and to whom, will monitoring results be reported (e.g., paper reports, online databases, public meetings)?
• What adaptive management strategies will be employed if problems are encountered during routine monitoring or maintenance?
• What is the anticipated life of the project?