

**Local Project Sponsor Agreement Between
Regional Water Management Foundation (referred to herein as “RWMF” or “Grantee”)
and City of Watsonville (referred to herein as “Local Project Sponsor”)
for the Proposition 1 Round 2 Integrated Regional Water Management (IRWM)
Implementation Grant for the Project Entitled:
Project 5: Atkinson Lane Integrated Flood Management and Watershed Restoration Project**

Recitals

- A.** Regional Water Management Foundation (referred to herein as Grantee), a subsidiary of Community Foundation Santa Cruz County, is to enter an agreement with the Department of Water Resources of the State of California (referred to herein as “DWR” or “State”) to receive grant funding from the Water Quality, Supply and Infrastructure Improvement Act of 2014 (Proposition 1) pursuant to that certain Integrated Regional Water Management Round 2 Implementation Grant Agreement (4600015400) (referred to herein as “Grant Agreement”). The State funding will assist in financing the projects identified in the Grant Agreement 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 Grant Agreement (Attachment A), and any subsequent amendments thereto, are incorporated herein by reference.
- B.** The term Local Project Sponsor refers to the proponent of the Project specific Task(s) in the IRWM Grant Agreement. Local Project Sponsor is one of multiple local project sponsors intended to receive grant funding from Grantee pursuant to said Grant Agreement for work to be completed by Local Project Sponsor as set forth in said Grant Agreement. Local Project Sponsors shall be assigned in accordance with the participating agencies identified in the Grant Agreement. All the work to be completed by Local Project Sponsor is referred to in this Agreement as “Project” and is defined as a group of activities as set forth in the Grant Agreement Exhibit A (Work Plan).
- C.** The parties acknowledge that Grantee will administer the distribution of grant funds to each local project sponsor pursuant to the Grant Agreement. The Local Project Sponsor agrees to act on behalf of Grantee for the purposes of its individual Project management, oversight, compliance, and operations and maintenance. Local Project Sponsor is responsible for all other aspects of its Project in a manner to ensure Grantee's compliance with the Grant Agreement. Local Project Sponsor is solely responsible for design, construction, and operation and maintenance of projects within Exhibit A, Work Plan. Review or approval of plans, specifications, bid documents, or other construction documents by the Grantee and the State is solely for the purpose of proper administration of funds by the Grantee or the State and shall not be deemed to relieve or restrict responsibilities of the Local Project Sponsor under this Agreement.
- D.** The term of this Grant Agreement begins on May 6, 2023, and extends through final payment to the Grantee plus three (3) years unless otherwise terminated or amended as provided in the Grant Agreement. All work shall be completed by December 31, 2027, in accordance with the Schedule as set forth in Exhibit C and no funds may be requested after March 31, 2028, unless otherwise amended as provided in the Grant Agreement.

- E. The parties desire to set forth the terms and conditions under which Local Project Sponsor is to receive grant funds from Grantee and pursuant to which Local Project Sponsor shall reimburse Grantee for Local Project Sponsor's share of the Administrative Fees.

Agreement

1. The above recitals are incorporated herein by reference.
2. Local Project Sponsor agrees to:
 - a) Faithfully and expeditiously perform or cause to be performed all work associated with the following project(s) as described in the Grant Agreement Exhibit A (Work Plan) in accordance with Exhibit B (Budget) and Exhibit C (Schedule): Project 5: Atkinson Lane Integrated Flood Management and Watershed Restoration Project.
 - 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 this Grant Agreement.
 - c) Comply with all applicable California laws and regulations.
 - d) Implement its specific project(s) in accordance with applicable provisions of the law.
 - e) Fulfill its obligations under the Grant Agreement and be responsible for the performance of its specific project(s).
 - f) Obtain 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.
 - 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 and Grantee is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Local Project Sponsor 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 Local Project Sponsor 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 nor Grantee will not mediate disputes between the Local Project Sponsor and any other entity concerning responsibility for performance of work.
3. Local Project Sponsor shall perform the work and provide the documentation required of Grantee or Local Project Sponsors pertinent to Local Project Sponsor's Project in a timely manner as set forth, without limitation, in the Grant Agreement. Notwithstanding the foregoing, documents or information required to be submitted to the State shall be submitted to Grantee for submittal by Grantee to the appropriate party designated in the Grant Agreement.
4. Local Project Sponsor acknowledges that Grant Agreement Item 5 (BASIC CONDITIONS) establishes the State shall have no obligation to disburse money for project(s) under this

Grant Agreement until Grantee, and as applicable the Local Project Sponsor, has satisfied all the applicable conditions specified in Item 5.

5. Subject to receipt of grant funds from the Department of Water Resources as a result of a particular request for disbursement of grant funds by Local Project Sponsor and subject to the other terms and conditions set forth herein, Grantee shall remit to Local Project Sponsor such disbursement it receives from Department of Water Resources as a result of such request, up to a total amount not to exceed the Local Project Sponsor's Project as specified in the Work Plan in the Grant Agreement and referenced in the table below.

| Project Name | Grant Award | Required Cost Share |
|--|--------------------|----------------------------|
| Project 5. Atkinson Lane Integrated Flood Management and Watershed Restoration Project | \$545,000 | \$0 |

6. In order to receive disbursement of grant funds, Local Project Sponsor shall submit to the Grantee, within 30 days past the end of the calendar quarter, quarterly invoices for eligible project costs as defined in the Grant Agreement Item 7 (ELIGIBLE PROJECT COST) in a form required by Grantee. Supporting documentation as described in the Grant Agreement Item 8 (METHOD OF PAYMENT) shall accompany each invoice. The documentation required by this paragraph shall be sent to:

Tim Carson, Program Director
Regional Water Management Foundation (RWMF)
c/o Community Foundation of Santa Cruz County
7807 Soquel Drive
Aptos, CA 95003

or such other address as Grantee may provide.

7. The Local Project Sponsor shall apply State funds only to Eligible Project Costs in accordance with applicable provisions of the law. Local Cost Share may include Eligible Project Costs directly related to Exhibit A incurred after January 1, 2015. Local Project Sponsor acknowledges that Eligible Project Costs related to its Project(s) are limited to those set forth in Item 7 of the Grant Agreement.
8. Notwithstanding any other provision of this Agreement, no disbursement shall be required to be made by Grantee 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.
9. Local Project Sponsor acknowledges the requirements and processes defined in the Grant Agreement Item 8 (Method of Payment) pertaining to reimbursement requests for costs incurred for work performed. If the Local Project Sponsor requests advanced payment, the required information must be provided as set forth in Grant Agreement Item 9 (Advanced Payment).

10. Local Project Sponsor shall not be entitled to, and Grantee shall have no obligation to make any, disbursement of grant funds as set forth herein if Grantee does not receive grant funds from the Department of Water Resources in connection with Local Project Sponsor's request for disbursement. Further, if Grantee is required to refund any disbursement made to Local Project Sponsor to the Department of Water Resources due to a violation of the Grant Agreement by Local Project Sponsor, Local Project Sponsor shall refund to Grantee such disbursement amount plus any interest or penalties required to be paid by Grantee to the Department of Water Resources, as well as for any expenses incurred by the Grantee (e.g., personnel time, postage) due in connection with the coordination of such refund.
11. Local Project Sponsor agrees to provide all required reports as specified in Grant Agreement Item 14 (Submission of Reports) and Exhibit F, according to a format and schedule as specified by the Grantee. This pertains to the quarterly Progress Report, Final Report, and Post-Performance Reports. The Local Project Sponsor agrees to prepare and submit Post-Performance Reports, if applicable to its project. Post-Performance Reports shall be submitted to 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 completed project(s) begins operation. The Local Project Sponsor shall provide annual written notification to the Grantee of the Post-Performance Report submittal.
12. The Grantee agrees to provide grant administrative services for the term specified in the Grant Agreement. In the event the term of the Grant Agreement is extended by the Grantee to accommodate the Local Project Sponsor, the Grantee shall be reimbursed for any additional administrative costs that are solely attributable to grant administration occurring beyond the end date of the initial term. Any such costs, beyond those reimbursable by the grant, shall be shared with the other remaining local project sponsors that have not completed their respective project-specific requirements and reporting. In the event a specific local project sponsor has completed its project-specific requirements and completed its final reporting and invoicing prior to the end date of the initial term, that specific local project sponsor would not be responsible for any administrative costs incurred as a result of extending the Grant Agreement beyond the end date of the initial term.
13. Local Project Sponsor acknowledges the provisions of Grant Agreement Exhibit D. Item D.36 (Retention) of the Grant Agreement and that disbursement of grant funds may be withheld by Grantee to satisfy the retention requirements set forth therein. Notwithstanding any other provision of this Grant Agreement, State may, for each project, withhold ten percent (10.0%) of the funds requested by Grantee for reimbursement of Eligible Costs. Each project in this Grant Agreement will be eligible to release its respective retention when that project is completed and Grantee has met requirements of Grant Agreement Item 14 (Submission of Reports), except in the case of the last project to be completed under this Grant Agreement, in which case retention for such project will not be disbursed until the "Final Report" is submitted to and approved by State. State shall disburse retained funds to the Grantee.
14. Local Project Sponsor agrees to be bound, perform and abide by all of the provisions applicable to Grantee or any Local Project Sponsor set forth in the Grant Agreement as

if Local Project Sponsor had signed the IRWM Agreement in the place and stead of Grantee, and with respect to Local Project Sponsor, Grantee shall have all rights of the Department of Water Resources, "State," or "Division" conferred thereunder.

Local Project Sponsor agrees to indemnify, defend, and hold harmless the State of California, Grantee and their officers, directors, agents, employees and volunteers (each, an "Indemnified Person") from and against any and all judgments, losses, claims, damages or liabilities, joint or several, to which any Indemnified Person may become subject which relate to or arise out of the Project or the Grant Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for the Project; the negligence or wrongful acts of the Local Project Sponsor or its officers, directors, employees, contractors or subcontractors (each a "LPS Party"); a breach of this Agreement by a LPS Party; or a breach of the Grant Agreement by a LPS Party. Except as otherwise approved by Grantee.

15. Local Project Sponsor shall procure and maintain for the duration of the Project, and for 4 years thereafter, insurance against claims which may arise from or in connection with the performance of the work or services relating to the Grant or the Project by the Local Project Sponsor, its agents, representatives, employees, consultants, contractors or subcontractors. Coverage shall be at least as broad as:
- a) **Commercial General Liability** (CGL) CGL insurance claims on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal liability with limits no less than \$1,000,000 per occurrence.
 - b) **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
 - c) **Professional Liability** with limits no less than \$1,000,000 per occurrence or claim, when applicable.
 - d) The State, and the Grantee, and their officers, officials, employees, agents and volunteers shall be covered as additional insureds on the CGL policy, by separate endorsement.
 - e) For any claims related to the Grant or the Project, the Local Project Sponsor's insurance coverage shall be primary coverage as respects the Grantee, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the State or Grantee or their officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
 - f) The Local Project Sponsor hereby agrees to waive rights of subrogation which any insurer of Local Project Sponsor may acquire from Local Project Sponsor by virtue of the payment of any loss. Local Project Sponsor agrees to obtain an endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the State and Grantee for all work performed by the Local Project Sponsor, its employees, agents and subcontractors.
 - g) Local Project Sponsor shall require and verify that all contractors and subcontractors maintain insurance meeting all the requirements stated herein, and Local Project Sponsor shall ensure that the State and Grantee and their officers, officials,

employees, agents and volunteers are additional insureds on insurance required from contractors or subcontractors by separate endorsement.

The Local Project Sponsor shall issue a Certificate of Insurance (a Memorandum of Understanding will not be accepted) with the following minimum requirements:

- Certificate(s) will show current policy number(s) and effective dates with minimum coverage to be approved by Grantee;
- The Certificate Holders will be:
 - i. Regional Water Management Foundation, 7807 Soquel Drive, Aptos, CA 95073
 - ii. The State of California, P.O. Box 942836, Sacramento, CA 94236-0001Certificate will be signed by an authorized representative;
- Endorsements to show:
 - i. 1. RWMF, its officers, officials, employees, and volunteers and
 - ii. 2. The State, its officers, agents, and employees as additional insureds.
- Waiver of Subrogation by separate endorsement.

Grantee reserves the right to modify these minimum requirements, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

For any Public Works of Improvement Project in excess of \$25,000, Local Project Sponsor shall require its contractors to provide, payment and performance bonds in a sum equal to 100% of the contract price. Bonds shall be on a form approved by Local Project Sponsor, duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

The Local Project Sponsor shall not authorize construction to begin until each contractor has furnished a payment and a performance bond in favor of the Local Project Sponsor (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)

16. In the event Local Project Sponsor violates any provision of this Agreement that, in Grantee's judgment, could result in a violation of the Grant Agreement, Grantee may take any and all appropriate measures to attempt to prevent any such violation or to mitigate any damages Grantee would incur as a result thereof, including but not limited to performing any work required of Local Project Sponsor hereunder, and in such case, Local Project Sponsor shall be liable for any costs of Grantee incurred in connection with such measures.
17. To enable Grantee to confirm Local Project Sponsor's compliance with this Agreement, upon request by Grantee, Local Project Sponsor shall provide Grantee with: (i) any requested documentation; and (ii) access to any work sites or other areas associated with Local Project Sponsor's Project for the purpose of making observations or conducting any necessary tests or studies.
18. The State reserves the right to conduct an audit during the term of the grant and for a period of three years after final payment with respect to all matters connected with this

Grant Agreement as specified in the Grant Agreement Exhibit D 5 (Audits). All records of Grantee, Local Project Sponsor, or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after project completion or final billing, whichever comes later; based upon the term of the Grant Agreement this estimated to be March 31, 2031. The Local Project Sponsor agrees to compensate the Grantee for any costs incurred in complying with this provision related to the Local Project Sponsor's Project.

19. The parties may, pursuant to mutual agreement, expand the scope of work to be performed by Local Project Sponsor hereunder, but in any event modifications to the terms of this Agreement shall be valid only if made in writing and executed by Grantee and Local Project Sponsor.
20. Local Project Sponsor shall not assign, delegate or otherwise transfer any of its duties, obligations, rights or interest under this Agreement without prior written consent of Grantee, which consent may be given or withheld by Grantee in its reasonable discretion. Any attempted assignment or transfer without such consent shall be void.
21. Subject to the provisions of paragraph immediately below, all terms and conditions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, Grantee and Local Project Sponsor and their respective legal representatives, successors and permitted assigns.
22. A waiver of any provision of this Agreement in any given instance shall not constitute a waiver of (i) such provision in future instances or (ii) any other provision of this Agreement.
23. This Agreement, together with the other agreement specifically referred to herein, constitutes the entire understanding of Grantee and Local Project Sponsor concerning the subject matter hereof and supersedes all prior and contemporaneous agreements, correspondence, representations or understandings between Grantee and Local Project Sponsor relating to the subject matter hereof, whether written or oral.
24. This Agreement may be executed in counterparts, each of which when taken together shall constitute the entire Agreement.
25. This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event any dispute arises between the parties to this agreement concerning the matters contained in this agreement, the parties agree to pursue mediation as a means to settle the dispute.
26. Whenever it is provided in this Agreement that Grantee or Local Project Sponsor shall give notice to the other, said notice shall be given by delivering a copy of said notice to the other party personally, or by mailing first class mail, postage prepaid, through the U.S. Postal Service, or by a nationally-recognized overnight courier, a copy of said notice at the following addresses:

A. Address for Local Project Sponsor:

City of Watsonville
275 Main St, Suite 400
Watsonville, CA 95076

B. Address for Grantee:

Regional Water Management Foundation
c/o Community Foundation of Santa Cruz County
7807 Soquel Drive
Aptos, CA 95003

IN WITNESS WHEREOF Grantee and Local Project Sponsor have executed this Agreement the day and year first written below by their duly authorized representatives, having full authority to so act for and on behalf of the parties hereto.

Regional Water Management Foundation (Grantee)

By: _____
John Ricker
President

Date: _____

Approved as to Form: _____
Teresa Rein
Counsel

Date: _____

City of Watsonville (Local Project Sponsor)

By: _____
René Mendez
City Manager

Date: _____

Approved as to Form: _____
Counsel

Date: _____

Attachment A

GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES)
AND REGIONAL WATER MANAGEMENT FOUNDATION
AGREEMENT NUMBER 4600015400

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA
(DEPARTMENT OF WATER RESOURCES) AND
REGIONAL WATER MANAGEMENT FOUNDATION
AGREEMENT NUMBER 4600015400
PROPOSITION 1 ROUND 2 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 Management Foundation, a non-profit 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 May 6, 2023, through final payment plus three (3) years unless otherwise terminated or amended as provided in this Grant Agreement. However, all work shall be completed by December 31, 2027, in accordance with the Schedule as set forth in Exhibit C and no funds may be requested after March 31, 2028.
- 3) **GRANT AMOUNT.** The maximum amount payable by the State under this Grant Agreement shall not exceed \$2,557,275.
- 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.** 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):
 - A. The Grantee shall demonstrate compliance with all eligibility criteria as set forth on pages 9-11, inclusive, of the 2022 IRWM Grant Program Guidelines (2022 Guidelines).
 - B. For the term of this Agreement, the Grantee shall submit Quarterly Progress Reports which must accompany an invoice (\$0 Invoices are acceptable) and all invoice backup documentation. 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".
 - C. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State.
 - i. 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.
 - ii. 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 permits, as indicated on the Environmental Information Form to the State,

- b) All 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 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.

iii. 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 May 5, 2023, 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 (e.g., bridge loans).
- 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. 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.
- M. Costs incurred as part of any necessary response and cleanup activities required under the Comprehensive Environmental Response, Compensation, and Liability Act; Resource Conservation and Recovery Act; Hazardous Substances Account Act; or other applicable law.
- 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: P.O. Box 942836 Sacramento, CA 94236.

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 Standard Condition 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 Standard Condition 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:

- A. 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.
- B. Terminate any obligation to make future payments to the Grantee.
- C. Terminate the Grant Agreement.
- D. 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 2022 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 2022 Guidelines and as stated on page 24 of the 2022 IRWM Implementation Grant 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 2022 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 2022 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.
- G. On March 4, 2022, the Governor issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. The EO may be found at: <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under State law. The EO directs DWR to terminate funding agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that the Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

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" (GRanTS). 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 actions 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
Manager, Division of Regional Assistance
P.O. Box 942836
Sacramento, CA 94236
Phone: (916) 902-6713
Email: Arthur.Hinojosa@water.ca.gov

Regional Water Management Foundation

John Ricker
President
7807 Soquel Dr.
Aptos, CA 95003
Phone: (831) 662-2000
Email: jarickersc@gmail.com

Direct all inquiries to the Project Manager:

Department of Water Resources

Charles Polc
Environmental Scientist
P.O. Box 942836
Sacramento, CA 94236
Phone: (916) 326-9137
Email: Charles.Polc@water.ca.gov

Regional Water Management Foundation

Tim Carson
Program Director
7807 Soquel Dr.
Aptos, CA 95003
Phone: (831) 662-2050
Email: TCarson@cfsc.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 and Cost Share Guidelines 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

Exhibit M – Invoice Guidance for Administrative and Overhead Charges

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

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

REGIONAL WATER MANAGEMENT
FOUNDATION

Arthur Hinojosa

John Ricker

Arthur Hinojosa
Manager, Division of Regional Assistance

John Ricker
President

Date 11/28/2023

Date 11/27/2023

Approved as to Legal Form and Sufficiency

James Herink

For

Robin Brewer
Assistant General Counsel,
Office of the General Counsel

Date 11/28/2023

ME

CB

EXHIBIT A
WORK PLAN**PROPOSITION 1 ROUND 2 SANTA CRUZ IRWM IMPLEMENTATION GRANT****Grant Administration****IMPLEMENTING AGENCY:** Regional Water Management Foundation (Grantee)**PROJECT DESCRIPTION:** The Grantee will administer these funds and respond to DWR's reporting and compliance requirements associated with the grant administration. This Grantee will act in a coordination role: disseminating grant compliance information to the project managers responsible for implementing the projects contained in this Agreement, obtaining and retaining evidence of compliance (e.g., CEQA/NEPA documents, reports, monitoring compliance documents, labor requirements, etc.), obtaining data for progress reports from individual project managers, assembling and submitting progress reports to the State, and coordinating all invoicing and payment of invoices.**Budget Category (a): Project Administration**Task 1: Agreement Administration

The Grantee will respond to DWR's reporting and compliance requirements associated with the grant administration. The Grantee will complete Local Project Sponsor Agreements and will coordinate with the project managers and staff of the Local Project Sponsor responsible for implementing the projects contained in this agreement.

Task 2: Invoicing

The Grantee will be responsible for compiling invoices for submittal to DWR. This includes collecting invoice documentation from each of the Local Project Sponsors and compiling the information into a DWR Invoice Packet.

Deliverables:

- Quarterly Invoices and associated backup documentation

Task 3: Reporting

The Grantee will be responsible for compiling progress reports for submittal to DWR. The Grantee will coordinate with Local Project Sponsor staff to retain consultants as needed to prepare and submit progress reports and final project completion reports for each project, as well as the grant completion report.

Reports will meet generally accepted professional standards for technical reporting and the requirements terms of the contract with DWR outlined in Exhibit F of this Agreement.

Deliverables:

- Quarterly Progress Reports
- Grant Completion Report

PROJECT 1: Fire-Hardening of Critical Water Supply Infrastructure**IMPLEMENTING AGENCY:** San Lorenzo Valley Water District (SLVWD)

PROJECT DESCRIPTION: The project will fire-harden up to 13 structures that house critical water supply distribution system infrastructure, specifically the facilities that house booster pumps, which are integral to the operation of the water supply system. These booster pump stations provide potable and fire suppression water to 2,918 connections and a population of about 9,500. The project will ensure public water security and will improve water supply reliability for the community by protecting 651 acre-feet per year (AFY) of water from potential impacts of wildfire.

Budget Category (a): Project AdministrationTask 1: Project Management

Complete a Local Project Sponsor Agreement with Grantee, provide grant compliance documents as needed and coordinate with Grantee on matters related to project and grant requirements. 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 the reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR via Grantee.

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/EasementTask 3: Land Purchase

No land purchase or easement acquisition is required for this project.

Deliverables: N/A

Budget Category (c): Planning/Design/Engineering/Environmental DocumentationTask 4: Feasibility Studies

Not applicable.

Deliverables: N/A

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

SLVWD conducted a preliminary assessment of the work to be performed, no permits were identified as needed to proceed.

Deliverables: N/A

Task 7: Design

SLVWD has completed a standard design for pump house structures. This task will include application of the standard design to each specific site; to include any required demolition of existing facilities, grading, stormwater control, fire protection/clearing of site, evaluation of and possible revisions to electrical and communications facilities, and any required access improvements. Each of the individual pump stations have site specific conditions, where applicable, site-specific design features not included in the standard design, may be incorporated into final designs concurrent with Construction (Task 11) as construction at multiple sites may be overlapping and/or occurring simultaneously.

Deliverables:

- Final Site-specific Design Plans
- Final Standard Pump House Design Plans
- Final Project Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, 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 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. An engineering 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. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities will occur at up to 13 critical water infrastructure facilities that house water distribution booster pump stations.

For pump houses with wood roofs and concrete walls, fire-hardening will involve removal/demolition of the existing pump house wood roof and replacement with corrugated steel roofs and sheathing.

For pump houses with both wooden roofs and walls, fire-hardening treatments will involve a full retrofit to include steel roofs, steel framing, galvanized corrugated sheathing for roof and wall paneling, and concrete masonry unit walls. Activities at these locations will include: setting up temporary bypass pump facilities; removal/demolition of old facility piping; removal and protection of existing pumps and controls; site work, including preparation of slab, parking/access improvements, and retaining of hillsides; construction of the new pump house structure; installation of new plumbing and reinstalling existing pumps; and bringing the facility online.

Deliverables:

- Photographic Documentation of Progress

PROJECT 2: Equalization Tank Replacement Project**IMPLEMENTING AGENCY:** County of Santa Cruz, County Service Area 7 - Boulder Creek Sanitation**PROJECT DESCRIPTION:** The project will install a 110,000-gallon equalization tank at the County Service Area 7's wastewater treatment plant to replace its current 50,000-gallon tank. The equalization tank is used as a holding basin for sewer influent leaving the grinder. It allows for optimization of the wastewater treatment plant processes during variations of flows. The project will increase water storage by 60,000 gallons, decrease emergency hauling during seasonal rain events, and provide the community with 0.26 AFY of water savings and improved operational efficiency.**Budget Category (a): Project Administration**Task 1: Project Management

Complete Local Project Sponsor Agreement with Grantee, provide grant compliance documents as needed and coordinate with Grantee on matters related to project and grant requirements. 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 the 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/EasementTask 3: Land Purchase

No land purchase or easement acquisition is required for this project.

Deliverables: N/A**Budget Category (c): Planning/Design/Engineering/Environmental Documentation**Task 4: Feasibility Studies

Not applicable.

Deliverables: N/A

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

Not applicable. Permits are not anticipated to be required for this project.

Deliverables:

- N/A

Task 7: Design

Complete the Basis of Design Report, perform topography surveys, develop surface elevations, complete necessary plan sheets (grading, drainage, electrical, tank foundation, etc.) for the equalization tank and its appurtenances. Develop bid items and estimates of quantities, complete detailed special provisions for the construction contract, complete internal constructability review of final plans, specifications, and estimates package.

Deliverables:

- Basis of Design Report
- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting (if necessary), bid opening and evaluation, selection of the contractor, award of contract, contract execution and issuance of notice to Contract Execution.

Deliverables:

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

Task 10: Construction Administration

This task includes managing the construction contract from execution through the Notice of Completion. A construction inspector will be on site for the duration of the project. Construction inspector duties include documenting of pre-construction conditions, daily construction diary addressing questions of contractors on site, schedule material testing, ensuring compliance with the project plans and specifications, tracking bid item quantities, and tracking changes for record (as-builts) drawings. A resident engineer will be assigned to the project for reviewing conducting progress meetings, contractor submittals, reviewing/updating project schedules, ensuring labor compliance, preparing change orders, reviewing pay requests, and completing progress payments, forecasting budget. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities are outlined below.

Site preparation will include clearing and grubbing, implementing Best Management Practices (BMPs), installing fencing, and environmental measures and/or work area flagging/fencing. Existing tank and foundation demolition, including removing all waste and temporary holding and hauling of wastewater during construction as necessary. The new tank foundation includes site grading, foundation excavation and subgrade preparation, reinforcement placement, and foundation pour and cure.

Construct equalization tank and appurtenances: Modify/extend conveyance piping and install control valves between equalization tank and the treatment plant.

Electrical/Controls/Instrumentation includes installation of conduit and wiring associated with appurtenances and instrumentation for flow/level monitoring through SCADA.

Site Restoration to establish erosion control and permanent BMPs and restore site to pre-construction conditions.

Deliverables:

- Photographic Documentation of Progress

PROJECT 3: Decision-Support Tool - Understanding Climate Influenced River Flooding**IMPLEMENTING AGENCY:** City of Santa Cruz (City)

PROJECT DESCRIPTION: The City will develop a decision-support tool (DST) to improve the understanding of climate influenced river flooding on the San Lorenzo River (SLR) and inform future City management actions. The City will conduct technical analyses of climate change vulnerabilities on watershed hydrology and river hydraulics to develop a decision support tool that utilizes an adaptation pathways approach. Adaptation pathways utilize triggers and thresholds to proactively signal when infrastructure and programming should be implemented to mitigate impacts.

Budget Category (a): Project AdministrationTask 1: Project Management

Complete a Local Project Sponsor Agreement with Grantee, provide grant compliance documents as needed and coordinate with Grantee on matters related to project and grant requirements. 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. The project team will meet monthly in virtual meetings.

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 Grantee.

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/EasementTask 3: Land Purchase

No land purchase or easement acquisition is required for this project.

Deliverables: N/A**Budget Category (c): Planning/Design/Engineering/Environmental Documentation**Task 4: Feasibility Studies

Not applicable.

Deliverables: N/A

Task 5: CEQA Documentation

Not applicable.

Deliverables: N/A

Task 6: Permitting

Not applicable.

Deliverables: N/A

Task 7: Design

The Design Task includes the following:

Mobilize Stakeholders – Mobilize key departments, consultants, and agencies to inform the project design.

Data Compilation – Compile and review existing hydrologic, hydraulic and sediment data.

Developing hydroclimate scenarios – Scenarios will include up to three future time periods, two emissions scenarios and two formulations of climate model ensembles to characterize the range of future climate conditions over time and reflect the uncertainty in projected climate data.

Hydrologic modeling – Characterize extreme streamflow conditions using a combination of existing downscaled climate products of surface and subsurface flow, adapting the results from an existing hydrologic model of the system to investigate peak flow increases, and developing a hydrologic model of the watershed capable of simulating extreme flood events and using downscaled rainfall data to drive the model. By applying all three approaches, we will test the hypothesis that they will provide similar results, explore the degree of concurrence between the methods, and provide valuable insight to others that may want to undertake similar work in the region.

Hydrodynamic modeling – Conduct two dimensional (2D) hydrodynamic modeling utilizing the existing U.S. Army Corps of Engineers (USACE) 1-D HEC-6T and HEC-RAS models of the in-channel portion of the SLR expanded model to include the overbank areas as 2D floodplain elements utilizing HEC-RAS 5. The suitability of the HEC-6T and HEC-RAS models will be evaluated, and a determination made of which model to use for characterizing sediment transport conditions for the riverbed.

Deliverables:

- Draft and final technical documentation of the analysis assumptions, tools, and results.

Task 8: Project Monitoring Plan

Not applicable.

Deliverables: N/A

Budget Category (d): Construction/Implementation

Task 9: Contract Services

Not applicable.

Deliverables: N/A

Task 10: Construction Administration

Not applicable.

Deliverables: N/A**Task 11: Implementation**

Implementation activities are described below:

Future flood hazard visualizations – Develop flood plain mapping from hydrodynamic modeling to illustrate flood hazards and floodplain extents for future time periods and climate horizons.

DST Development – City staff will utilize flood thresholds, new hazard mapping, relative costs and benefits of flood mitigation, and strategies to develop a DST to guide timing and sequencing of adaptation strategies to mitigate flood risk. The DST will consist of adaptation pathways visualizations and flood hazard mapping with sequenced adaptation strategies and will become part of the upcoming 2018 Climate Adaptation Plan Update and Local Hazard Mitigation Plan Updates.

Community Outreach – City staff will perform outreach to community members and frontline groups in economically Disadvantaged Community (DAC) census tracts within the SLR floodplain to guide flood control management and bolster resilience of the flood control systems.

Findings – Preparing draft and final report with technical documentation of the analysis assumptions, tools, results, and final flood hazard mapping.

Deliverables:

- Decision Support Tool Outputs: adaptation pathways visualizations and flood hazard mapping with sequenced adaptation strategies
- Final report with technical documentation of the analysis assumptions, tools, results, and final flood hazard mapping

PROJECT 4: Recreational Vehicle Sewage Dump Station**IMPLEMENTING AGENCY:** City of Santa Cruz Public Works (SCPW)

PROJECT DESCRIPTION: The project will construct a recreational vehicle (RV) dump station so wastewater from RVs can be safely emptied into the City's sanitary sewer system. The dump station will provide a readily accessible location where people can safely dispose of RV wastewater with the goal of reducing the number of illicit RV dumping incidents which discharge wastewater into the City's storm drain system. The dump station will be offered as a free public service. The project will reduce bacteria contamination to the City's main water source, the SLR, and will result in an estimated 0.16 AFY of sewage being properly disposed of at the new RV sewer dump station.

Budget Category (a): Project AdministrationTask 1: Project Management

Complete a Local Project Sponsor Agreement with Grantee, provide grant compliance documents as needed and coordinate with Grantee on matters related to project and grant requirements. 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 Grantee.

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/EasementTask 3: Land Purchase

No land purchase or easement acquisition is required for this project.

Deliverables: N/A**Budget Category (c): Planning/Design/Engineering/Environmental Documentation**Task 4: Feasibility Studies

Not applicable.

Deliverables: N/A

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

The following permits are anticipated to be acquired for this project: City of Santa Cruz, Public Works Department - Encroachment Permit, Street Opening Permit; City of Santa Cruz, Parks and Recreation Department - Tree Removal Permit; and Santa Cruz County Environmental Health - Sewage Disposal Permit.

Deliverables:

- Permits as required

Task 7: Design

SCPW staff will prepare the design of the dump station. The design will emphasize durability, ease of use for patrons and ease of maintenance. The system will be designed to minimize the efforts required by staff to address spill overflow, vandalism, clogging, and general repair work.

Deliverables:

- Basis of Design Report
- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, 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 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. An engineering 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. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities are outlined below.

11(a): Mobilization and Demobilization construction staging areas, construction fencing, sediment and erosion control BMPs, materials and equipment storage.

11(b): Site preparation will include tree removal, demolition, clearing/grubbing, and grading.

11(c): The single dump station will be constructed around a concrete pad. The concrete pad will also have a garbage can and potable water supply hose. The water supply hose will be equipped with a timed shutoff and will allow users to flush hoses and connections. The concrete pad will be sloped towards the sanitary sewer connection port and will include speed bumps/berms for additional spill containment. The dump station will also include an asphalt access lane/turnout located in the City street and lighting. The access lane will be sloped towards the gutter, utilities (sewer/water/lighting), paving/grading/stripping and signage installation.

11(d): Project commissioning will include system testing and final inspections.

Deliverables:

- Photographic Documentation of Progress

PROJECT 5: Atkinson Lane Integrated Flood Management and Watershed Restoration Project**IMPLEMENTING AGENCY:** City of Watsonville

PROJECT DESCRIPTION: The project will design and implement BMPs to reduce sediment inputs into the Atkinson wetland, thereby implementing integrated flood control measures and providing flood risk reduction benefits for approximately 391 acres of surrounding and downstream DACs within the City of Watsonville. The project will also restore and enhance native habitat within the approximately 8-acre Atkinson wetland complex and will engage and educate local community volunteers and school-aged groups throughout the project.

Budget Category (a): Project AdministrationTask 1: Project Management

Activities will include completing a Local Project Sponsor Agreement with Grantee, providing grant compliance documents as needed and coordinating with Grantee on matters related to project and grant requirements. 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 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.

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/EasementTask 3: Land Purchase

No land purchase or easement acquisition is required for this project.

Deliverables: N/A**Budget Category (c): Planning/Design/Engineering/Environmental Documentation**Task 4: Feasibility Studies

Not applicable.

Deliverables: N/A

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

The following permits are anticipated to be acquired for this project: CA Department of Fish and Wildlife - Streambed Alteration Agreement (1600); Regional Water Quality Control Board - 401 Water Quality Certification; U.S. Army Corps of Engineers - Section 404 Permit; U.S. Fish and Wildlife Service - Section 7 Consultation; and Santa Cruz County - Grading Permit.

The project may also enroll in the Resource Conservation District of Santa Cruz County's Partners In Restoration Permit Coordination Program.

Deliverables:

- Permits as required

Task 7: Design

A qualified technical consultant will be selected to develop project designs for 1 - 3 stormwater best management practices that will be designed to reduce sediment deposition into the Atkinson wetland and improve water quality within the wetland complex associated with urban run-off into the wetland complex. A multi-phase habitat restoration plan has been developed for the wetland complex. As a part of this project, a detailed habitat restoration for the first phase (Phase 1) work that will be implemented as a part of this project will be developed that will be aligned with the planned water quality and flood risk reduction work.

Deliverables:

- Request for Qualifications or Request for Proposal for Design
- 100% Design Plans and Specifications for Stormwater Improvements
- 100% Habitat restoration plans, Phase 1 Atkinson Wetland Complex

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, 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 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. An engineering 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. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities are outlined below.

11(a): Site preparation includes clearing and grubbing of non-native vegetation, grading in proposed areas, excavation, and habitat restoration/enhancement work.

11(b): Create BMPs for stormwater benefits and implement associated erosion control measures. Implement phase I habitat restoration project activity, including installation of native plants and erosion and sediment control measures.

11(c): Engage youth and local community members in the implementation of habitat restoration work, such as during invasive plant removal activities, habitat restoration plantings, and related community engagement to inform residents about the project. Engagement activities will be designed to be bilingual and effective for the local community audience.

11(d): Assess baseline conditions and pre- and post- construction habitat conditions with photographic monitoring and California Rapid Assessment methodology. Complete California Rapid Assessment report.

Deliverables:

- Photographic Documentation of Progress
- California Rapid Assessment report and pre- and post-construction habitat conditions

PROJECT 6: Drinking Water Treatment System & Secondary Water Source Rountree Facility**IMPLEMENTING AGENCY:** Santa Cruz County General Services Department (County)

PROJECT DESCRIPTION: The project includes 1) installing an ion exchange water treatment system to reduce hexavalent chromium [Cr(VI)] to less than the proposed California drinking water maximum contaminant level (MCL) of 10 parts per billion and reduce per- and polyfluoroalkyl substances (PFAS) to the greatest extent feasible in anticipation of future PFAS MCLs, and 2) conducting a feasibility study of the Rountree Facility water system to consider the most appropriate approaches to add reliability and redundancy. The project will improve drinking water quality and will aid in the development of secondary water sources for the community.

Budget Category (a): Project AdministrationTask 1: Project Management

County staff will complete a Local Project Sponsor Agreement with Grantee, provide grant compliance documents as needed and coordinate with Grantee on matters related to project and grant requirements. County staff will 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 grantee.

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/EasementTask 3: Land Purchase

No land purchase or easement acquisition is required for this project.

Deliverables: N/A**Budget Category (c): Planning/Design/Engineering/Environmental Documentation**Task 4: Feasibility Studies

The County recently completed studies to evaluate potential water treatment approaches for the Rountree Facility drinking water system. The study examined potential approaches to address Cr(VI) and also PFAS contaminants. A recent (December 2022) County sponsored study by Corona Environmental Consulting, LLC.

recommended a Single Use Strong Base Ion Exchange (IX) for the Rountree Correctional Facility Water Treatment Facility.

The proposed feasibility study will consider potential secondary water sources for the Rountree Facility. The feasibility study will evaluate potential options, such as: 1) the use of a new water source; or 2) an intertie to a well located at the nearby Buena Vista Landfill; or 3) an intertie to a well located at the Buena Vista Migrant Center (Migrant Center). The Migrant Center, a migrant labor housing complex, is located on the same parcel as the Rountree Facility and is owned by the County of Santa Cruz but is served by a separate water system (CA 4400763). The Migrant Center houses up to 450 seasonal agricultural workers/families (May to November) and 145 year-round residents. The Migrant Center includes housing units, a laundry facility, day care and three school buildings. The Migrant Center is also designated "at risk" due to reliance upon a single water source. An intertie, if determined to be feasible, could improve the redundancy of the water systems serving both the Rountree Facility and the Migrant Center.

Key to the proposed feasibility study is to determine if the recommended treatment system for the Rountree Facility could effectively treat water for both systems (Rountree and Migrant Center) or if it is preferable to keep the two treatment systems separate. The feasibility study will also assess if the physical consolidation of these systems is a beneficial alternative for the County to pursue.

Deliverables:

- Relevant Feasibility Studies

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

The following permits are anticipated to be acquired for this project: Domestic Water System Permit amendment; County and/or state permits as applicable.

Deliverables:

- Permits as required

Task 7: Design

The County will issue a Request for Qualifications or Request for Proposal to select a consultant to complete the project designs. The project designs will be informed by the findings and recommendations of Task 4 Feasibility Studies pertaining to the water treatment approaches and potential secondary water sources. The County will determine the preferred approach to contract for the design and may elect to utilize a design-bid-build or design-build approach that is consistent with the County's procurement policy and the Grant Standard Conditions.

Deliverables:

- Basis of Design Report
- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation**Task 9: Contract Services**

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, 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 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. An engineering 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. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Drinking water treatment system improvements to address drinking water contaminants at the Rountree Water Treatment Facility will be based upon the findings of the feasibility studies (Task 4) and the project designs (Task 7) and may allow for additional future improvements consistent with the findings of the feasibility studies.

Construction activities are outlined below.

11(a): Mobilization and Demobilization of equipment, materials, and machinery to construct the water system improvements.

11(b): Site preparation will include, as applicable, clearing and grubbing, implementation of construction BMPs, installation of fencing, and installation of environmental measures and/or work area flagging/fencing.

11(c): Install/construct the new water treatment facility, new foundation/concrete pad to house treatment systems, treatment system and appurtenances (such as, new filters, pipelines, hoses, etc.), electrical and engineering improvements, and any related improvements or controls necessary to integrate the new treatment system into the existing water system(s).

11(d): Site Restoration, as applicable, to establish erosion control and BMPs and restore site to pre-construction conditions.

Deliverables:

- Photographic Documentation of Progress

**EXHIBIT B
BUDGET****PROPOSITION 1 ROUND 2 SANTA CRUZ IRWM IMPLEMENTATION GRANT****AGREEMENT BUDGET SUMMARY**

| | PROJECTS | Grant Amount | Required Cost Share: Non-State Fund Source | Other Cost Share | Total Cost | % Cost Share Required |
|---|--|---------------------|---|-------------------------|--------------------|------------------------------|
| | Grant Administration | \$237,588 | \$0 | \$0 | \$237,588 | N/A |
| 1 | Project 1: Fire Hardening of Critical Water Supply Infrastructure | \$305,000 | \$305,000 | \$0 | \$610,000 | 50% |
| 2 | Project 2: Equalization Tank Replacement Project | \$405,312 | \$405,312 | \$0 | \$810,624 | 50% |
| 3 | Project 3: Decision-Support Tool - Understanding Climate Influenced River Flooding | \$179,375 | \$25,625 | \$0 | \$205,000 | 12.5% |
| 4 | Project 4: Recreational Vehicle Sewage Dump Station | \$85,000 | \$85,000 | \$0 | \$170,000 | 50% |
| 5 | Project 5: Atkinson Lane Integrated Flood Management and Watershed Restoration Project | \$545,000 | \$0 | \$0 | \$545,000 | 0% |
| 6 | Project 6: Drinking Water Treatment System & Secondary Water Source Rountree Facility | \$800,000 | \$0 | \$0 | \$800,000 | 0% |
| | GRAND TOTAL | \$2,557,275 | \$820,937 | \$0 | \$3,378,212 | |

Grant Administration

Implementing Agency: Regional Water Management Foundation (Grantee)

| | BUDGET CATEGORY | Grant Amount | Required Cost Share: Non-State Fund Source | Other Cost Share | Total Cost |
|-----|------------------------|---------------------|---|-------------------------|-------------------|
| (a) | Project Administration | \$237,588 | \$0 | \$0 | \$237,588 |
| | TOTAL COSTS | \$237,588 | \$0 | \$0 | \$237,588 |

PROJECT 1: Fire Hardening of Critical Water Supply Infrastructure

Implementing Agency: San Lorenzo Valley Water District (SLVWD)

| | BUDGET CATEGORY | Grant Amount | Required Cost Share: Non-State Fund Source* | Other Cost Share | Total Cost |
|-----|---|---------------------|--|-------------------------|-------------------|
| (a) | Project Administration | \$0 | \$0 | \$0 | \$0 |
| (b) | Land Purchase / Easement | \$0 | \$0 | \$0 | \$0 |
| (c) | Planning / Design / Engineering / Environmental Documentation | \$0 | \$10,000 | \$0 | \$10,000 |
| (d) | Construction / Implementation | \$305,000 | \$295,000 | \$0 | \$600,000 |
| | TOTAL COSTS | \$305,000 | \$305,000 | \$0 | \$610,000 |

NOTES:

*Required Cost Share fund source(s): San Lorenzo Valley Water District

PROJECT 2: Equalization Tank Replacement Project

Implementing Agency: County of Santa Cruz, County Service Area 7 - Boulder Creek Sanitation

| | BUDGET CATEGORY | Grant Amount | Required Cost Share: Non-State Fund Source* | Other Cost Share | Total Cost |
|-----|---|---------------------|--|-------------------------|-------------------|
| (a) | Project Administration | \$0 | \$0 | \$0 | \$0 |
| (b) | Land Purchase / Easement | \$0 | \$0 | \$0 | \$0 |
| (c) | Planning / Design / Engineering / Environmental Documentation | \$0 | \$0 | \$0 | \$0 |
| (d) | Construction / Implementation | \$405,312 | \$405,312 | \$0 | \$810,624 |
| | TOTAL COSTS | \$405,312 | \$405,312 | \$0 | \$810,624 |

NOTES:

*Required Cost Share fund source(s): Santa Cruz County Service Area 7 - Boulder Creek Sanitation

PROJECT 3: Decision-Support Tool - Understanding Climate Influenced River Flooding

Implementing Agency: City of Santa Cruz (The City)

| | BUDGET CATEGORY | Grant Amount | Required Cost Share: Non-State Fund Source* | Other Cost Share | Total Cost |
|-----|---|---------------------|--|-------------------------|-------------------|
| (a) | Project Administration | \$0 | \$5,625 | \$0 | \$5,625 |
| (b) | Land Purchase / Easement | \$0 | \$0 | \$0 | \$0 |
| (c) | Planning / Design / Engineering / Environmental Documentation | \$131,866 | \$20,000 | \$0 | \$151,866 |
| (d) | Construction / Implementation | \$47,509 | N/A | N/A | \$47,509 |
| | TOTAL COSTS | \$179,375 | \$25,625 | \$0 | \$205,000 |

NOTES:

*The project received a 75% cost share waiver. Required Cost Share fund source(s): City of Santa Cruz.

PROJECT 4: Recreational Vehicle Sewage Dump Station

Implementing Agency: City of Santa Cruz Public Works

| | BUDGET CATEGORY | Grant Amount | Required Cost Share: Non-State Fund Source* | Other Cost Share | Total Cost |
|-----|---|---------------------|--|-------------------------|-------------------|
| (a) | Project Administration | \$0 | \$0 | \$0 | \$0 |
| (b) | Land Purchase / Easement | \$0 | \$0 | \$0 | \$0 |
| (c) | Planning / Design / Engineering / Environmental Documentation | \$0 | \$0 | \$0 | \$0 |
| (d) | Construction / Implementation | \$85,000 | \$85,000 | \$0 | \$170,000 |
| | TOTAL COSTS | \$85,000 | \$85,000 | \$0 | \$170,000 |

NOTES:

*Required Cost Share fund source(s): City of Santa Cruz Public Works.

PROJECT 5: Atkinson Lane Integrated Flood Management and Watershed Restoration Project

Implementing Agency: City of Watsonville

| | BUDGET CATEGORY | Grant Amount | Required Cost Share: Non-State Fund Source* | Other Cost Share | Total Cost |
|-----|---|---------------------|--|-------------------------|-------------------|
| (a) | Project Administration | \$20,000 | \$0 | \$0 | \$20,000 |
| (b) | Land Purchase / Easement | \$0 | \$0 | \$0 | \$0 |
| (c) | Planning / Design / Engineering / Environmental Documentation | \$140,000 | \$0 | \$0 | \$140,000 |
| (d) | Construction / Implementation | \$385,000 | \$0 | \$0 | \$385,000 |
| | TOTAL COSTS | \$545,000 | \$0 | \$0 | \$545,000 |

NOTES:

*The project received a 100% cost share waiver.

PROJECT 6: Drinking Water Treatment System & Secondary Water Source Rountree Facility

Implementing Agency: Santa Cruz County General Services Department (County)

| | BUDGET CATEGORY | Grant Amount | Required Cost Share: Non-State Fund Source* | Other Cost Share | Total Cost |
|-----|---|---------------------|--|-------------------------|-------------------|
| (a) | Project Administration | \$0 | \$0 | \$0 | \$0 |
| (b) | Land Purchase / Easement | \$0 | \$0 | \$0 | \$0 |
| (c) | Planning / Design / Engineering / Environmental Documentation | \$100,000 | \$0 | \$0 | \$100,000 |
| (d) | Construction / Implementation | \$700,000 | \$0 | \$0 | \$700,000 |
| | TOTAL COSTS | \$ 800,000 | \$0 | \$0 | \$ 800,000 |

NOTES:

*The project received a 100% cost share waiver.

**EXHIBIT C
SCHEDULE****PROPOSITION 1 ROUND 2 SANTA CRUZ IRWM IMPLEMENTATION GRANT****Grant Administration**

| | BUDGET CATEGORY | Start Date | End Date |
|---|------------------------|-------------------|-----------------|
| a | Project Administration | 07/01/2023 | 12/31/2027 |

PROJECT 1: Fire Hardening of Critical Water Supply Infrastructure

| | BUDGET CATEGORY | Start Date | End Date |
|---|---|-------------------|-----------------|
| a | Project Administration | 08/01/2023 | 04/30/2027 |
| b | Land Purchase / Easement | N/A | N/A |
| c | Planning / Design / Engineering / Environmental Documentation | 08/01/2023 | 6/31/2024 |
| d | Construction / Implementation | 02/01/2024 | 01/31/2027 |

Bidding and award of contract (Task 9. Contract Services) can occur concurrently with CEQA review (Task 5). The Contract Services task will not be paid for using grant funds or cost share. Construction (Tasks 10 and 11) will begin only after CEQA has been completed.

Task 7 (Design) extends into the Construction/ Implementation (Tasks 10 and 11) schedule because some of the 13 pump stations have site specific features that may require design features be incorporated into final designs concurrent with Construction (Task 11) since construction may be overlapping or occurring at multiple individual sites simultaneously.

PROJECT 2: Equalization Tank Replacement Project

| | BUDGET CATEGORY | Start Date | End Date |
|---|---|-------------------|-----------------|
| a | Project Administration | 10/01/2023 | 3/31/2026 |
| b | Land Purchase / Easement | N/A | N/A |
| c | Planning / Design / Engineering / Environmental Documentation | 01/01/2023 | 12/31/2024 |
| d | Construction / Implementation | 01/01/2025 | 11/30/2025 |

PROJECT 3: Decision-Support Tool - Understanding Climate Influenced River Flooding

| | BUDGET CATEGORY | Start Date | End Date |
|---|---|-------------------|-----------------|
| a | Project Administration | 9/1/2023 | 6/30/2025 |
| b | Land Purchase / Easement | N/A | N/A |
| c | Planning / Design / Engineering / Environmental Documentation | 9/1/2023 | 8/31/2024 |
| d | Construction / Implementation | 9/1/2024 | 3/31/2025 |

PROJECT 4: Recreational Vehicle Sewage Dump Station

| | BUDGET CATEGORY | Start Date | End Date |
|---|---|-------------------|-----------------|
| a | Project Administration | 9/1/2023 | 3/31/2026 |
| b | Land Purchase / Easement | N/A | N/A |
| c | Planning / Design / Engineering / Environmental Documentation | 9/1/2023 | 9/30/2024 |
| d | Construction / Implementation | 3/1/2024 | 12/31/2025 |

There is overlap in the schedules for Categories (c) Planning/ Design / Engineering / Environmental Documentation and (d) Construction/ Implementation overlap because it is anticipated that some initial work on Task 9 (Contract Services) related to contractor/consultant procurement may start prior to the completion of the Tasks being performed under Category C.

PROJECT 5: Atkinson Lane Integrated Flood Management and Watershed Restoration Project

| | BUDGET CATEGORY | Start Date | End Date |
|---|---|-------------------|-----------------|
| a | Project Administration | 09/01/2023 | 09/30/2027 |
| b | Land Purchase / Easement | N/A | N/A |
| c | Planning / Design / Engineering / Environmental Documentation | 01/01/2024 | 05/31/2025 |
| d | Construction / Implementation | 06/01/2025 | 06/30/2027 |

PROJECT 6: Drinking Water Treatment System & Secondary Water Source Rountree Facility

| | BUDGET CATEGORY | Start Date | End Date |
|---|---|-------------------|-----------------|
| a | Project Administration | 7/1/2023 | 12/31/2026 |
| b | Land Purchase / Easement | N/A | N/A |
| c | Planning / Design / Engineering / Environmental Documentation | 7/1/2023 | 9/30/2025 |
| d | Construction / Implementation | 7/1/2024 | 9/30/2026 |

There is overlap in the schedules for Categories (c) Planning/ Design / Engineering / Environmental Documentation and (d) Construction/ Implementation overlap because it is anticipated that some initial work on Task 9 (Contract Services) related to contractor/consultant procurement may start prior to the completion of the Tasks being performed under Category C.

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. 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 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 or other title restriction 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 its 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 **Attachment 3**

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, gender identity, 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/domestic partner 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 or Local Project Sponsor shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee or the Local Project Sponsor 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.

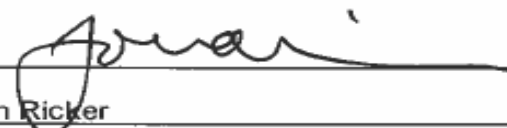
EXHIBIT E
AUTHORIZING RESOLUTION

REGIONAL WATER MANAGEMENT FOUNDATION
a subsidiary of Community Foundation Santa Cruz County

RESOLUTION NO. 2022-1

Resolved by the Board of Directors of the Regional Water Management Foundation, that proposal be made to the California Department of Water Resources to obtain a Round 2 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: Santa Cruz IRWM Region Implementation Round 2 Project Proposal. The Board President of the Regional Water Management Foundation, 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 by the Board of Directors of the on December 21, 2022.

Authorized Original Signature:  _____

Printed Name: John Ricker _____

Title: President _____

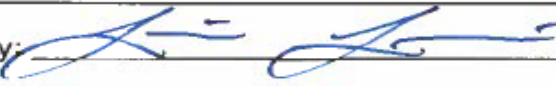
Secretary:  _____

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.

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.
- Budget projections for grant share for the next two quarters
- 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:
 - Accounting of the cost of project expenditure;
 - Include all internal and external costs not previously disclosed (i.e., additional cost share); and
 - 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:
 - Grantee Name
 - Implementing Agency (if different from Grantee)
 - Grant Agreement Number
 - Project Name
 - Funding grant source (i.e., 2022 Proposition 1 IRWM Implementation Grant)
 - Report number

- Post-Performance Report schedule
- Time period of the annual report (e.g., January 2024 through December 2024)
- 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 AND COST SHARE GUIDELINES 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 RequirementsInternal 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.

Cost Share Guidelines

Cost Share consists of non-State funds, including in-kind services. In-kind services are defined as work performed (i.e., dollar value of non-cash contributions) by the Grantee (and potentially other parties) directly related to the execution of the funded project. Examples include volunteer services, equipment use, and use of facilities. The cost of in-kind service can be counted as cost share in-lieu of actual funds (or revenue) provided by the Grantee. Other cost share and in-kind service eligibility conditions may apply. Provided below is guidance for documenting cost share with and without in-kind services.

1. Although tracked separately, in-kind services shall be documented and, to the extent feasible, supported by the same methods used by the Grantee for its own employees. Such documentation should include the following:
 - a. Detailed description of the contributed item(s) or service(s)
 - b. Purpose for which the contribution was made (tied to project work plan)
 - c. Name of contributing organization and date of contribution
 - d. Real or approximate value of contribution. Who valued the contribution and how was the value determined? (e.g., actual, appraisal, fair market, etc.). Justification of rate. (See item #2, below)
 - e. Person's name and the function of the contributing person
 - f. Number of hours contributed
 - g. If multiple sources exist, these should be summarized on a table with summed charges
 - h. Source of contribution if it was provided by, obtained with, or supported by government funds
2. Rates for volunteer or in-kind services shall be consistent with those paid for similar work in the Grantee's organization. For example, volunteer service of clearing vegetation performed by an attorney shall be valued at fair market value for this service, not the rate for professional legal services. In those instances, in which the required skills are not found in the recipient organization, rates shall be consistent with those paid for similar work in the labor market. Paid fringe benefits that are reasonable, allowable, and allocable may be included in the valuation.
3. Cost share contribution (including in-kind services) shall be for costs and services directly attributed to activities included in the Grant Agreement. These services, furnished by professional and technical personnel, consultants, and other skilled labor may be counted as in-kind if the activities are an integral and necessary part of the project funded by the Grant Agreement.
4. Cash contributions made to a project shall be documented as revenue and in-kind services as expenditures. These costs should be tracked separately in the Grantee's accounting system.

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:

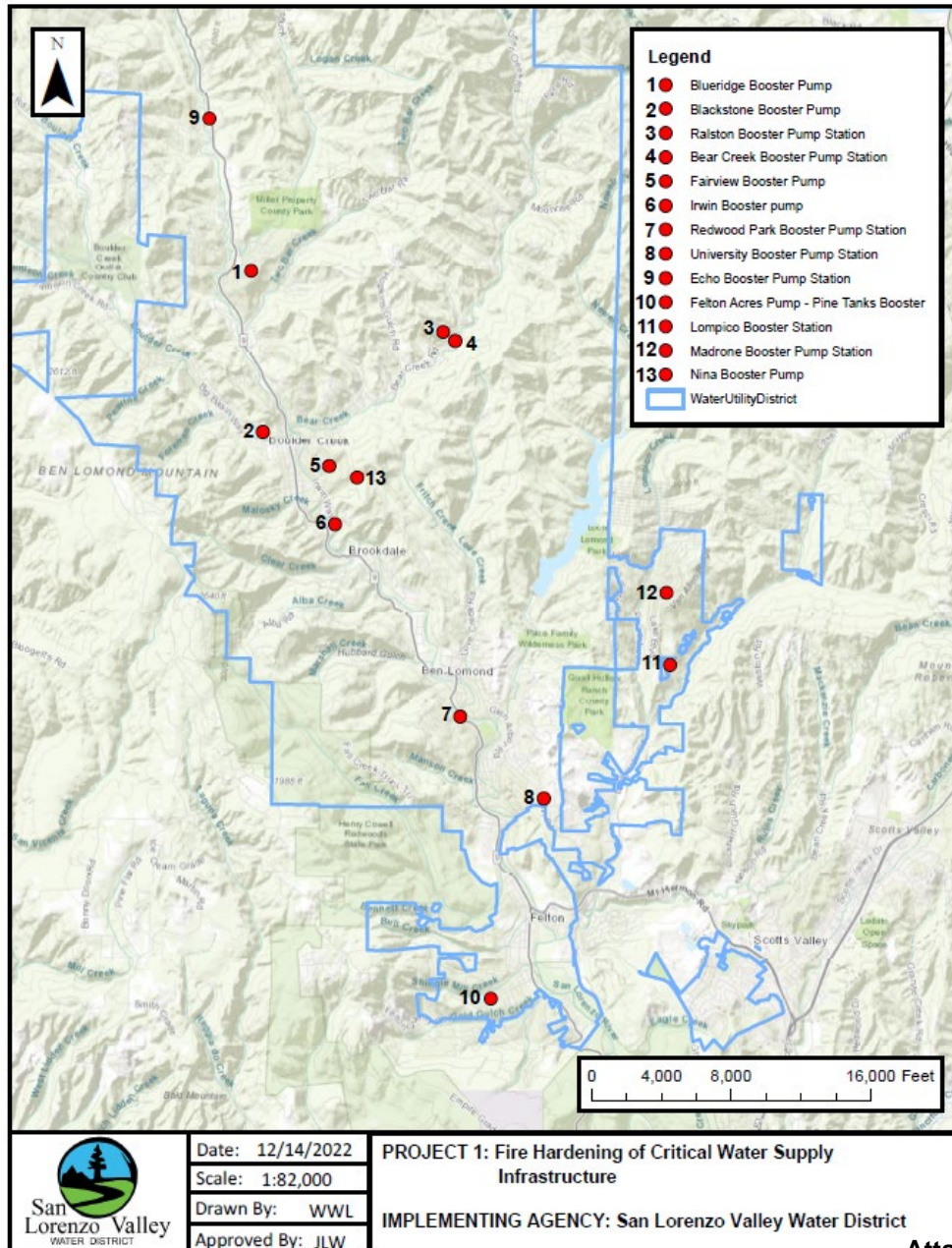
Local Project Sponsor Agency Designation

Sponsored Project: Project 1: Fire Hardening of Critical Water Supply Infrastructure

Sponsor Agency: San Lorenzo Valley Water District

Agency Address: 13060 CA-9, Boulder Creek, CA 95006

Project Location: Multiple locations in San Lorenzo Valley, California (37.1241892,-122.1215202)



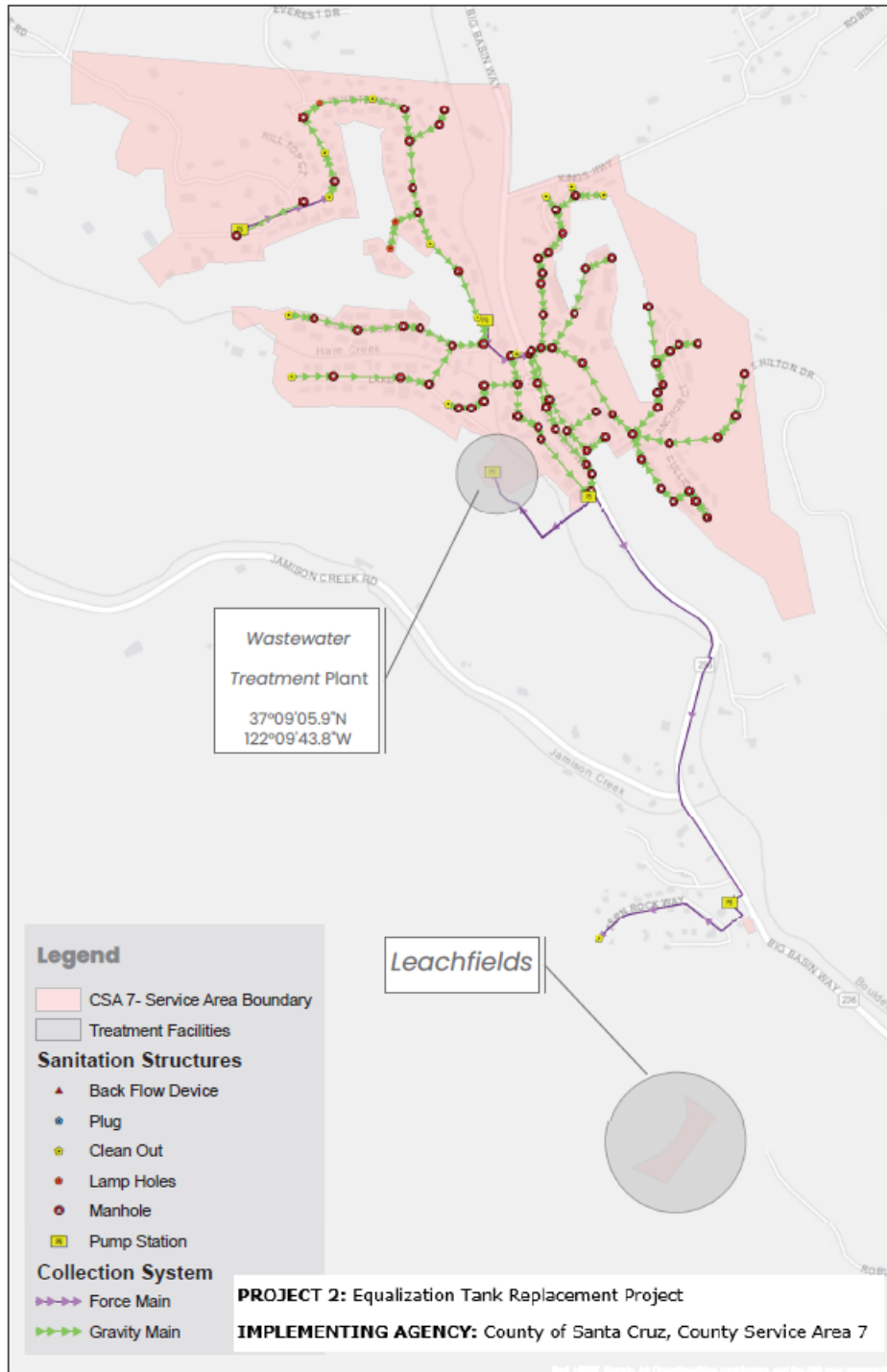
Local Project Sponsor Agency Designation

Sponsored Project: Project 2: Equalization Tank Replacement Project

Sponsor Agency: County of Santa Cruz, County Service Area 7 - Boulder Creek Sanitation

Agency Address: 701 Ocean Street, Room 410

Project Location: Boulder Creek, California (37.151639,-122.162167)



Local Project Sponsor Agency Designation

Sponsored Project: Project 3: Decision-Support Tool - Understanding Climate Influenced River Flooding

Sponsor Agency: City of Santa Cruz

Agency Address: 809 Center St, Santa Cruz, CA 95060

Project Location: Santa Cruz, California (36.9742891, -122.0296430)



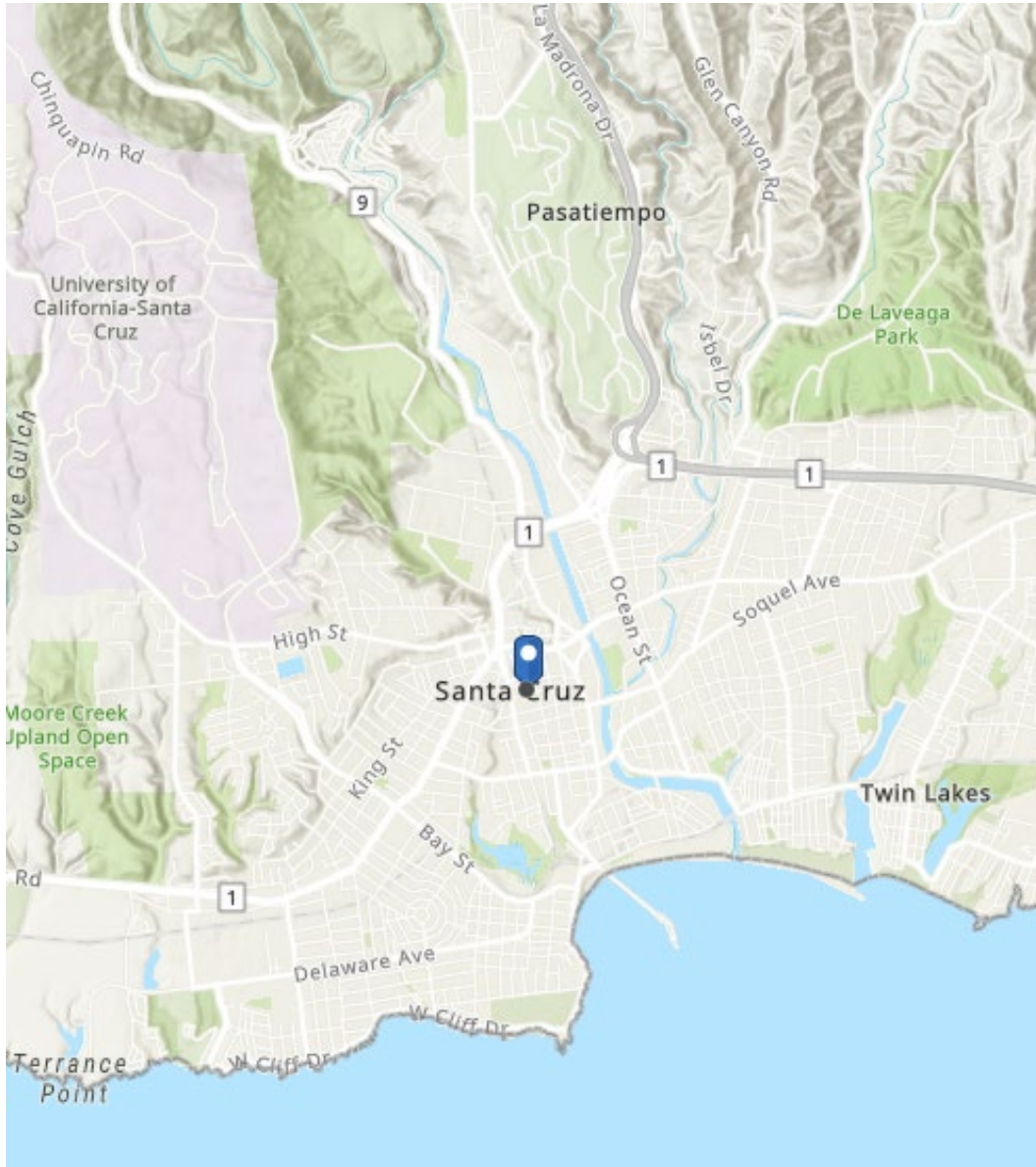
Local Project Sponsor Agency Designation

Sponsored Project: Project 4: Recreational Vehicle Sewage Dump Station

Sponsor Agency: City of Santa Cruz Public Works

Agency Address: 809 Center St, Santa Cruz, CA 95060

Project Location: Santa Cruz, California (36.9742891,-122.0296430)



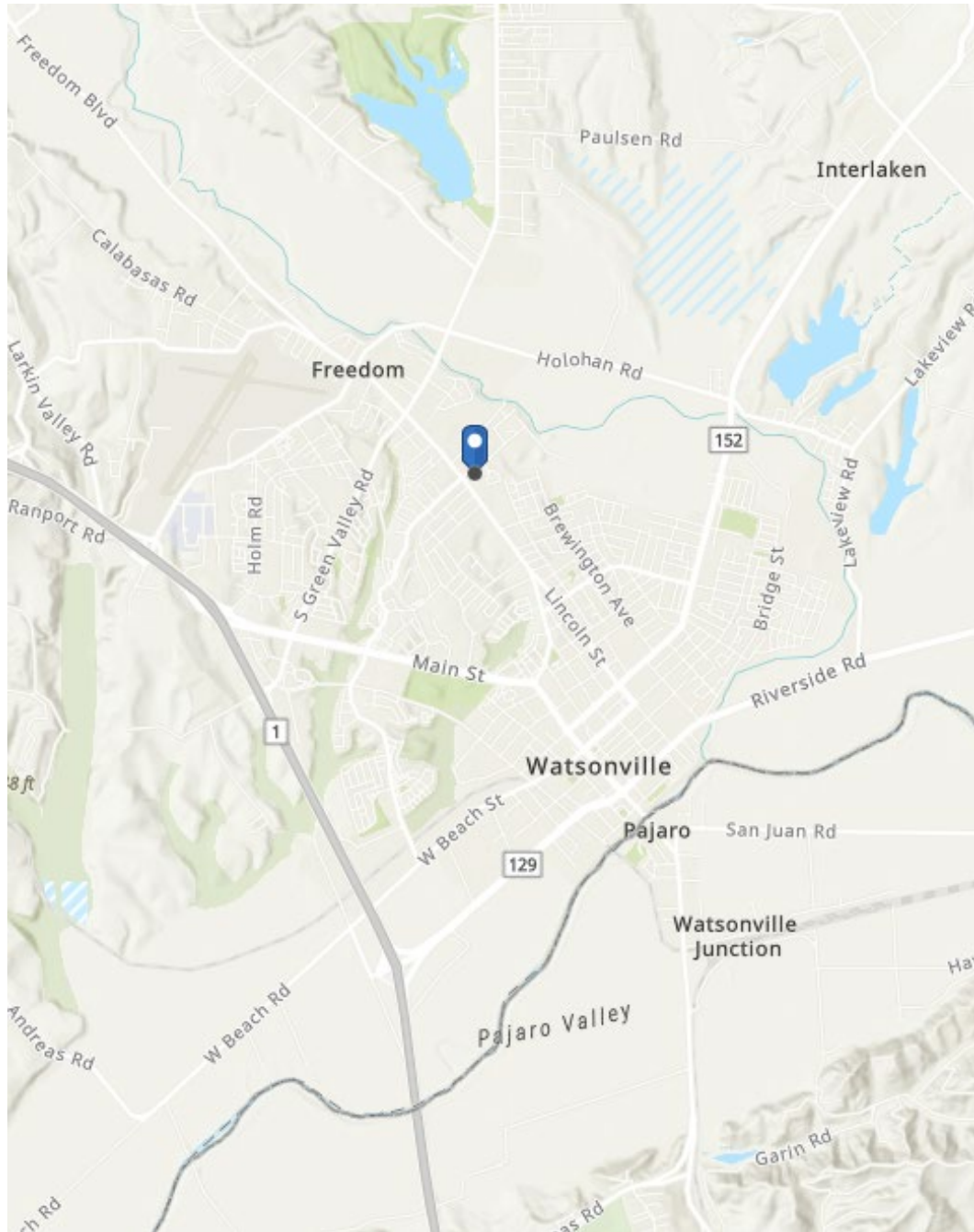
Local Project Sponsor Agency Designation

Sponsored Project: Project 5: Atkinson Lane Integrated Flood Management and Watershed Restoration Project

Sponsor Agency: City of Watsonville

Agency Address: 250 Main Street Watsonville, CA 95076

Project Location: Atkinson Lane, Watsonville, California (36.932161, -121.764346)



Local Project Sponsor Agency Designation

Sponsored Project: Project 6: Drinking Water Treatment System & Secondary Water Source Rountree Facility

Sponsor Agency: Santa Cruz County General Services Department (County)

Agency Address: 701 Ocean Street, Room 330, Santa Cruz, CA 95060-4073

Project Location: 90 Rountree Lane, Watsonville, California (36.913919, -121.810569)

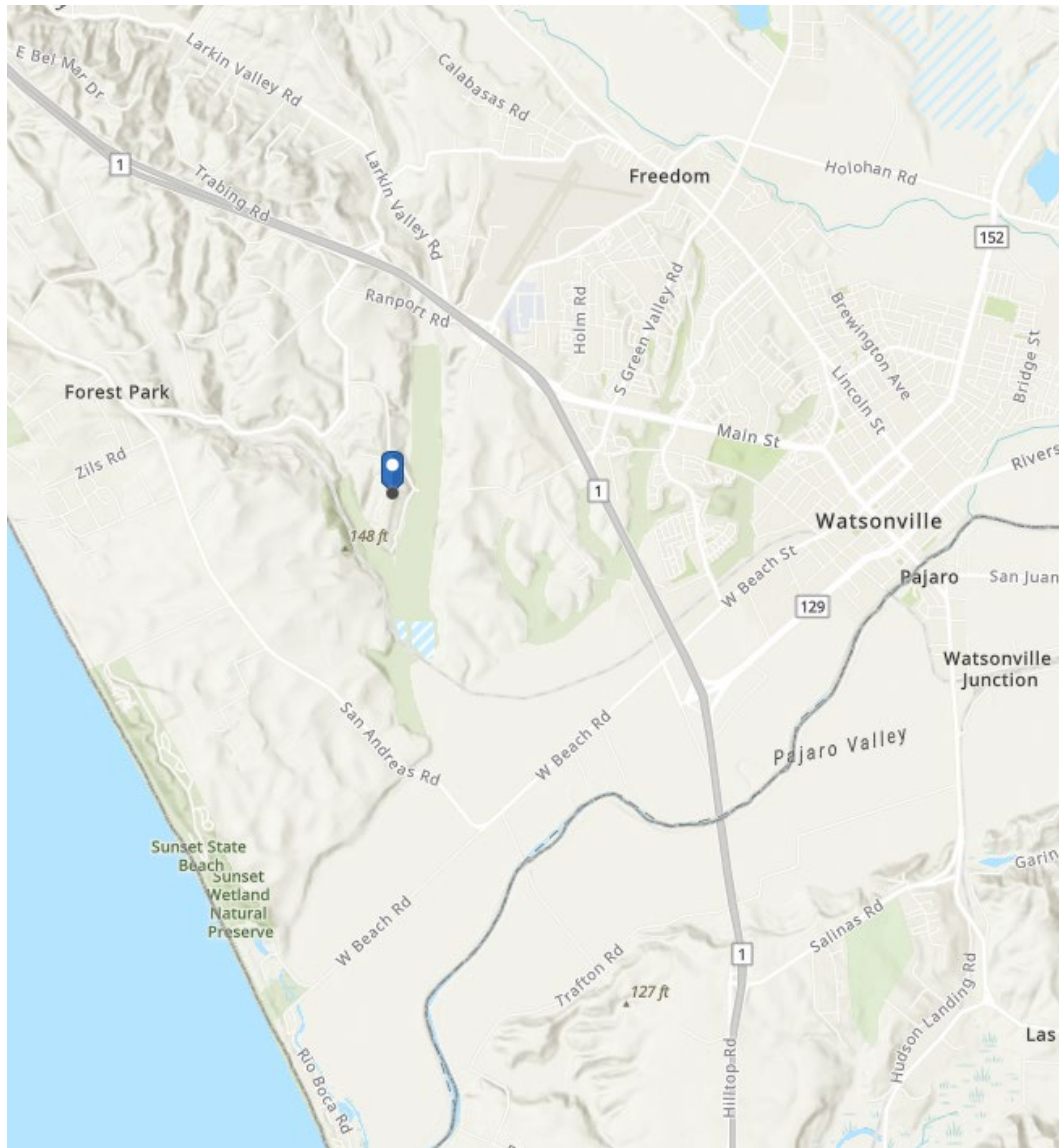


EXHIBIT J**APPRAISAL SPECIFICATIONS**

For implementation projects that include Land Acquisition Only:

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. This information should be submitted at least 90 days prior to a reimbursement request to account for review time. 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.
26. Comparable data sheets.
 - 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**

For implementation projects that include Land Acquisition Only:

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?

EXHIBIT M**INVOICE GUIDANCE FOR ADMINISTRATIVE AND OVERHEAD CHARGES**

The funds provided pursuant to this Agreement may only be used for costs that are directly related to the funded Project. The following provides a list of typical requirements for invoicing, specifically providing guidance on the appropriate methods for invoicing administrative and direct overhead charges.

Administration Charges

Indirect and General Overhead (i.e., indirect overhead) charges are not an allowable expense for reimbursement. However, administrative expenses that are apportioned directly to the project are eligible for reimbursement. Cost such as rent, office supplies, fringe benefits, etc. can be "Direct Costs" and are eligible expenses as long as:

- There is a consistent, articulated method for how the costs are allocated that is submitted and approved by the Grant Manager. The allocation method must be fully documented for auditors.
- A "fully-burdened labor rate" can be used to capture allowable administrative costs.
- The administrative/overhead costs can never include:
 - Non-project specific personnel and accounting services performed within the Grantee or an LPS' organization
 - Markup
 - Tuition
 - Conference fees
 - Building and equipment depreciation or use allowances
- Using a general overhead percentage is never allowed

Labor Rates

The Grantee must provide DWR with supporting documentation for personnel hours (see personnel billing rates letter in example invoice packet). The personnel rate letter should be submitted to the DWR Grant Manager prior to submittal of the first invoice. The supporting documentation must include, at a minimum, employee classifications that will be reimbursed by grant funds and the corresponding hourly rate range. These rates should be "burdened"; the burdened rate must be consistent with the Grantee's/Local Project Sponsors standardized allocation methodology. The supporting documentation should also provide an explanation of what costs make up the burdened rate and how those costs were determined. This information will be used to compare against personnel hours summary table invoice back up documentation. Periodic updates may be needed during the life of the grant which would be handled through a revised billing rate letter.