

APPENDIX F
GRANT AGREEMENT

DEPARTMENT OF WATER RESOURCES

1416 NINTH STREET, P.O. BOX 942836
SACRAMENTO, CA 94236-0001
(916) 653-5791



January 23, 2012

Mr. Harry Armstrong, Project Director
Upper Kings Basin IRWM Authority
4886 East Jensen Avenue
Fresno, California 93725

Proposition 84 Integrated Regional Water Management (IRWM) Grant

Dear Mr. Armstrong:

Enclosed for your records is one copy, with original signatures, of Agreement 4600009465 between our Agencies for an IRWM Grant funded under Proposition 84. You may now begin invoicing us for work performed in the Exhibit A, Project Work Plan.

Someone from our staff will be contacting you regarding your project and the Agreement. This person will be your day to day contact on the Agreement, and they will discuss several topics with you, including how to submit your invoices and reporting requirements.

We look forward to working with your Agency on this program. If you have any further questions on the program, please contact Joe Yun at (916) 651-9222.

Sincerely,

A handwritten signature in blue ink that reads "Carol Birch".

Carol Birch, Grant Analyst
Division of Integrated Regional Water Management
Financial Assistance Branch

Enclosure

RECEIVED K.R.C.D.

JAN 25 2012

File No. UKB 301.02.01

**Grant Agreement Between
The State Of California Department Of Water Resources And
Upper Kings Basin IRWM Authority
Agreement Number 4600009465
Integrated Regional Water Management (IRWM) Planning
(Disadvantaged Community Outreach)
California Public Resources Code §75026 et seq.**

THIS AGREEMENT is entered into by and between the Department of Water Resources of the State of California, hereinafter called "State," and Upper Kings Basin IRWM Authority, a local district, hereinafter called "Grantee," which parties do hereby agree as follows:

1. PURPOSE. State shall provide a grant from the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 to Grantee for the purpose of developing a Disadvantaged Community (DAC) Assistance Pilot Project for the Upper Kings Basin Integrated Regional Water Management (IRWM) Group. The DAC Pilot Project will assist DWR in developing methods to improve DAC participation throughout the State, as well as, develop methods to improve DAC participation in the Upper Kings Basin IRWM plan, as set forth in the DWR IRWM Program Guidelines dated August 2010.
2. TERM OF AGREEMENT. The term of this Grant Agreement begins on the date this Agreement is executed by DWR and terminates on, June 12, 2013 or when all of the Parties' obligations under this Grant Agreement have been fully satisfied, whichever occurs earlier.
3. GRANT AMOUNT. The maximum amount payable under this Grant Agreement shall not exceed \$500,000. The reasonable cost of the project is estimated to be \$500,000.
4. GRANTEE'S RESPONSIBILITIES. Grantee shall faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A, Project Work Plan and in accordance with, Exhibit B Project Budget, and Exhibit C, Schedule. Grantee shall comply with all of the terms and conditions of this Grant Agreement and with Chapter 2 (commencing with Section 75026 et seq.) of the California Public Resources Code.
5. BASIC CONDITIONS: State shall have no obligation to disburse money for a project under this Grant Agreement unless and until Grantee has satisfied for such project the State's requirements for disbursement in accordance with the IRWM Guidelines and Planning Grant PSP which include:
 - a. Grantee shall furnish a copy of permits, licenses, and approvals required in performing its obligations under this Grant Agreement.
 - b. Work that is subject to the California Environmental Quality Act (CEQA) shall not proceed under this Grant Agreement until documents that satisfy the CEQA process are received by the State and State has completed its CEQA compliance responsibilities. Work that is subject to a CEQA document shall not proceed until and unless approved by the State's Project Manager. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. Once CEQA documentation has been completed, State will consider the environmental documents and decide whether to continue to fund the project or to require changes, alterations or other mitigation.
 - c. Grantee performs tribal notifications per PRC§75102
 - d. An urban water supplier that receives grant funds governed by this agreement shall maintain compliance with the Urban Water Management Planning Act (CWC§10610 et. seq.)
 - e. Grantee submits all deliverables as specified in Paragraph 10 and 11 of this agreement and Exhibit A, Scope of Work.

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

The invoice shall contain the date of the invoice; the time period covered by the invoice; the total amount due; and original signature and date (in ink) of Grantee's authorized representative. Invoices must be itemized based on the categories specified in Exhibit C Budget. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed). Submit the original and three (3) copies of the invoice form to the following address:

Anna Aljabiry
Department of Water Resources
901 P St.
Sacramento, CA 95814

7. DISBURSEMENTS Following the review of each invoice, State will disburse to Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. All money disbursed pursuant to this Grant Agreement shall be deposited, administered, and accounted for pursuant to the provisions of applicable law.
8. ELIGIBLE PROJECT COSTS. Grantee shall apply State funds received only to eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, Project Budget. Eligible project costs include the reasonable costs of conducting meetings, stakeholder outreach and engagement, collecting data and information, and developing and writing the DAC Pilot Project plan, including administrative costs and incidental costs. Work performed after the date of grant award, June 13, 2011, shall be eligible for reimbursement. Reasonable administrative expenses may be included as Project Costs and will depend on the complexity of the project preparation, planning, coordination and collaboration. Reimbursable administrative expenses are the necessary costs incidentally but directly related to the project including an appropriate pro-rata allocation of overhead and administrative expenses that are regularly assigned to all such projects in accordance with the standard accounting practices of the Grantee.

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

- a. Costs, other than those noted above, incurred prior to June 13, 2011.
- b. Costs for preparing and filing a grant application belonging to another solicitation.
- c. Operation and Maintenance costs, including post construction project performance and monitoring costs.
- d. Purchase of equipment not an integral part of the project.
- e. Establishing a reserve fund
- f. Purchase of water supplies.

- g. Replacement of existing funding sources for ongoing programs.
 - h. Support of existing agency requirements and mandates (e.g. punitive regulatory agency requirements).
 - i. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of the project, as set forth and detailed by engineering and feasibility studies, or land purchased prior to effective date of the grant award with the State.
 - j. Payment of principal or interest of existing indebtedness or any interest payments unless the debt is incurred after effective date of the grant award, the State agrees in writing to the eligibility of the costs for reimbursement before the debt is incurred, and the purposes for which the debt is incurred are otherwise reimbursable project costs.
 - k. Overhead not directly related to project costs.
9. PROGRESS REPORTS. Grantee shall submit progress reports on a regular and consistent basis to meet the State's requirement for disbursement of funds. The reporting period shall not exceed one quarter in length. The progress reports shall be sent via e-mail, to the State's Project Manager at the frequency specified in Exhibit C, Schedule. The progress reports shall provide a brief description of the work performed, Grantees activities, milestones achieved, any accomplishments, during the reporting period, and any problems encountered in the performance of the work under this Agreement. A recommended Progress Report format is attached as Exhibit E.
10. FINAL REPORT. Grantee shall prepare and submit to State, upon completion of the Project, a Final Report, which shall include: 1) an Executive Summary; 2) a comparison between the planned schedule in the Grant Agreement and actual timeline and explanation of the differences; and 3) a discussion of major problems that occurred in meeting the project goals and objectives as proposed and how and if they were resolved. The Final Report shall also contain a detailed description and analysis of project results including whether the purposes of the Project have been met, and a summary of the costs incurred and disposition of funds disbursed. The Final Report shall be provided in hard copy and digital format prior to final payment of grant funds retained by State. Final Report format is attached as Exhibit E.
11. GRANTEE REPRESENTATIONS. The Grantee accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and commitments made by the Grantee in its application, accompanying documents, and communications filed in support of its request for grant funding. Grantee shall comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, policies and regulations.
12. PERFORMANCE EVALUATION. Grantee's performance under this Grant Agreement will be evaluated by State after completion.
13. Labor Compliance. Grantee agrees to comply with all applicable California Labor Code requirements, including prevailing wage provisions. Grantee must, independently or through a third party, adopt and enforce a Department of Industrial Relations-certified Labor Compliance Program (LCP) meeting the requirements of Labor Code section 1771.5 for projects funded by:
- a. Proposition 84 (Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006; California Public Resources Code sections 75075 et seq.) or
 - b. Any other funding source requiring an LCP.

Grantee's failure to comply with LCP requirements is a breach of this Grant Agreement. At the State's request, Grantee must promptly submit written evidence of Grantee's compliance with the LCP requirements.

14. DEFAULT PROVISIONS. Grantee will be in default under this Grant Agreement if any of the following occur:

- a. Breach of this Grant Agreement, or any supplement or amendment to it, or any other agreement between Grantee and State evidencing or securing Grantee's obligations.
- b. Making any false warranty, representation or statement with respect to this Grant Agreement.
- c. Failure to operate or maintain projects in accordance with this Grant Agreement.
- d. Failure to make any remittance required by this Grant Agreement.
- e. If applicable, the grantee fails to maintain compliance with the Urban Water Management Planning Act (CWC 10610 et. seq.)

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

- f. Declare the Grant be immediately repaid, with interest, which shall be equal to State of California general obligation bond interest rate in effect at the time of the default.
 - g. Terminate any obligation to make future payments to Grantee.
 - h. Terminate the Grant Agreement.
 - i. Take any other action that it deems necessary to protect its interests.
15. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be sent by any of the following means: (i) by delivery in person; (ii) by certified U.S. mail, return receipt requested, postage prepaid; (iii) by "overnight" delivery service; provided that next-business-day delivery is requested by the sender; or (iv) by facsimile transmission. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent by facsimile will be effective on the date of successful transmission, which is documented in writing. Notices shall be sent to the above addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one above.

The Grantee shall promptly notify the State of events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of the Project will be undertaken until written notice of the proposed change has been provided to the State, and the State has given written approval for such change. The Grantee shall notify the State at least ten (10) calendar days prior to any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by State's representatives. The Grantee shall promptly notify the State in writing of completion of work on the Project.

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

Department of Water Resources
Paula Landis
Chief Division of IRWM
P.O. Box 942836
Sacramento CA 94236-0001

Phone: (916) 651-9220
Fax: (916) 651-9292
e-mail: plandis@water.ca.gov

Grantee: Upper Kings Basin IRWM Authority
Name: Harry Armstrong
Project Director
Address: 4886 East Jensen Avenue
Fresno, CA 93725

Phone: (559) 324-2010
Fax: (559) 234-5560
e-mail: jacquiep@cityofclovis.com

Direct all inquiries to the Project Manager:

Department of Water Resources
Anna Aljabiry
DIRWM
Financial Assistance Branch
901 P Street
Sacramento, CA 95814

Phone: (916) 651-9262
Fax: (916) 651-9292
e-mail: aljabiry@water.ca.gov

Grantee: Upper Kings Basin IRWM Authority
Name: Eric C. Osterling

Address: 4886 E Jensen Avenue
Fresno, CA 93725

Phone: (559) 237.5567 x135
Fax: (559) 237.5560
e-mail: eosterling@krcc.org

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

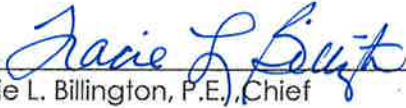
17. STANDARD PROVISIONS: The following exhibits are attached and made a part of this Grant Agreement by this reference:

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

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

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

UPPER KINGS BASIN IRWM AUTHORITY



Tracie L. Billington, P.E., Chief
Financial Assistance Branch

Date 1/20/12



Harry Armstrong, Chairman

Date 01-05-12

Approved as to legal form and sufficiency

sol
1/13/12



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

Date 1/17/12

EXHIBIT A PROJECT WORK PLAN

Summary

The Kings Basin IRWM Authority has received a \$500,000 grant from the State of California Department of Water Resources for a pilot project focused on the water, wastewater and storm water related problems of Disadvantaged Communities within the Kings Basin IRWM. Specifically, the project would strive to accomplish the following objectives:

1. Develop a comprehensive inventory of all disadvantaged communities and their water related needs, as well as outreach to all DACs and integrate contact info into the Upper Kings Basin IRWMP mailing lists.
2. Engage and integrate DACs effectively into the Upper Kings Basin IRWMP by developing sub-region groups to conduct integrated regional water management planning to address priority DAC needs within the Upper Kings Basin IRWMP.
3. Develop conceptual project descriptions and cost estimates to include in the Upper Kings Basin IRWMP master project list and facilitate partnerships with DACs and other IRWMP members and interested parties.

In addition, this project will complement and leverage the Tulare Lake Basin Disadvantaged Community Water Study, administered through Tulare County. The two projects complement each other and will progress in collaboration to ensure the information developed in each can inform and assist the other.

Project Team

Provost & Pritchard Consulting Group (P&P) will serve as the primary point of contact with Upper Kings Basin Authority staff. The Community Water Coalition (CWC) and Self-Help Enterprises (SHE) will serve as sub-consultants to P&P. Other sub-consultants may include Rural Community Assistance Corporation (RCAC) from New Mexico for technical assistance with facilitated regional planning process design, and California State University Fresno for community outreach survey field work.

Task 1 - DAC SubRegion Groups Determination

The Upper Kings Basin covers more than 1 million acres so determining smaller sub-regions is necessary for affective engagement with stakeholders and solution development. The project will start with the database and map of communities in the Upper Kings Basin IRWM that is created by the Tulare Lake Basin DAC project ("TLB project"). The TLB project will have preliminary database, maps, and analysis by Dec. 5th SOAC meeting. Data provided by the TLB project will include stakeholder contact info, compliance data on water and wastewater, population data, community maps, and list of existing relevant agencies.

The project consultants will conduct a preliminary analysis of the disadvantaged community needs, identify gaps in data, and develop metrics and criteria to evaluate potential for successful sub-region groups for integrated regional water planning for DACs. The project consultants will utilize the on-the-ground, local knowledge of the project consultants and the Upper Kings Basin DAC workgroup, as well as best practices from other regionalization efforts (e.g. Bravo and New Mexico) to develop the sub-regions.

The project consultants will propose up to 5 sub-region groups of DAC communities to develop integrated regional planning processes around key disadvantaged community water needs (e.g. geographic regions with potential for regional planning; schools; county service areas; communities operating treatment plants, etc.), based on the preliminary data analysis. The sub-region groups may not be developed based on geography but may be based on similar issues, characteristics, and problems. For example, schools, county service areas, or surface water systems may be grouped and considered a sub-region group. The proposed sub-region groups will

be discussed and reviewed through the Upper Kings Basin IRWMP DAC workgroup. The sub-region groups and overall DAC Pilot Project will be reviewed at an Upper Kings Basin IRWM Authority Advisory meeting. All Upper Kings Basin IRWM interested parties will be sent the proposal and an invitation to attend and participate in the meeting to discuss and provide final approval of the sub-region groups and process.

- P&P will prepare the GIS and database analysis, as well as creation of maps and materials to support sub-group selection.
- SHE & CWC will provide support with review of data, identification of key gaps in data, and development of evaluation metrics/criteria, as well as review of application of criteria and draft materials.
- Deliverables for this Task include:
 - Sub-region identification including GIS, mapping and supporting data information
 - Meeting minutes and summary of final selection of subgroups and any other recommendations by the DAC workgroup
- *Timeline: –Months 1 and 2*

Task 2 - DAC Data Gathering & Outreach

The purpose of this task is to:

- 1) Ensure that the Upper Kings Basin IRWMP has more complete information on DAC water needs,
- 2) Supplement the data available to support development of integrated regional solutions for DACs through this and other projects, and
- 3) Ensure that there is some personal connection (by phone or in-person) with each DAC to encourage participation in the IRWMP.

The project consultants will consider the analysis and identification of data gaps completed in Task 1, then seek to collect additional DAC data within the Upper Kings Basin. This will be performed by:

1. Contacting DAC water agencies and other stakeholders by phone and sending direct mailing. Contact will include a presentation of information about the DAC Pilot Project, request completion of a survey to collect data information, and invite participation in the planned sub-region meetings.
2. Conducting survey of DAC needs and concerns. The Consultant Team will develop a survey and questionnaire to help gather information. The survey will be conducted in person with DAC representatives or other stakeholders as appropriate, and completed by phone interview otherwise.
 - SHE will take the lead on this sub-task. SHE may subcontract with CSU Fresno for implementation for part of this task, including conducting one or more surveys.
 - Deliverable for this Task: Data from each interview, phone call or meeting will be summarized and documented for inclusion in later project reporting.
 - *Timeline: Months 3 - 5*

The consultants will ensure that the data gathering and outreach will be coordinated with the Tulare Lake Basin DAC Project to utilize that parallel process where available and not duplicate efforts, and to ensure data collected through surveys and in-person outreach by both projects is useful for both projects where possible. The data collection effort may be augmented to include collection of additional information gaps during the work of the sub-region groups identified in *Task 3*.

Task 3 - Facilitated Sub-Group Planning & Technical Assistance

Facilitated meetings of the individual sub-region groups identified will be conducted. The facilitated process will include the following activities including approximately 4 meetings for each of the sub-region groups:

Meeting No.1

- 1) Develop common understanding within sub-region groups of the objective and goals the Upper Kings Basin IRWM Authority is expecting to achieve. This will include working with the group to determine the following:
 - a. What is motivating this planning effort?
 - b. What are common needs?
 - c. What are the current assets, current management structures, obstacles to moving forward with collaborations?
 - d. Who is missing that should be part of this process to ensure success?
- 2) Develop common goals for DAC water management within the sub-region groups.

Meeting No.2

- 1) Assess potential regional administrative and management structures available to address DAC community water needs. This assessment will require the following:
 - a. Research of legal and management structures,
 - b. Stakeholder participation in analysis of pros and cons associated with different structures.

Meeting No.3

- 1) Identify and analyze approximately 15 potential integrated regional water management projects for DACs. This would likely include at least some of the following substantive analysis/deliverables:
 - a. The goal of this exercise is to evaluate the Technical, Managerial, and Financial (TMF) capacity of the DACs that prove to be viable candidates for consolidation or management regionalization.
 - i. Evaluate current cost of operations versus costs for operations as an integrated system including potential regional management solutions and compare potential rate structures.
 - b. Conduct an asset inventory based on records, using the EPA's Asset Management Handbook for Small Water Systems.
 - i. In coordination with the boards, operators and general staff, identify assets and prioritize infrastructure identified for rehab and replacement.
 - ii. Based on various system characteristics and industry standards provide an estimate of the needed reserves and annual budget to provide fully functional system.
 - c. Develop projects by preparing preliminary project descriptions, budgets and identifying potential sources of funding.

Meeting No.3 and/or 4

- 1) Develop Implementation Action Plan for Each of the 5 Sub-region groups
 - a. At the end of the project, the project consultants help the Sub-region groups develop an Implementation Action Plan, outlining next steps for implementation of integrated regional

planning processes/projects developed through the sub-region groups, including identification of potential funding sources.

The project consultants will provide technical assistance to each of the sub-region groups throughout the planning process. An overall budget available for technical assistance work through this subtask will be allocated to each sub-region group for the assistance needed. Examples of technical assistance that are expected to be provided include the following:

- 1) Research on potential regional administrative and management structures available to address DAC community water needs, including research of legal and management structures
 - CWC will take the lead on legal research and will use RCAC's completed analysis from New Mexico as starting point, but add valley and California specific models and structures.
 - P&P & SHE will provide support
- 2) TMF capacity: An evaluation of systems that could benefit from regional management or consolidation will be prepared including the comparison of rate structures with and without regional management or consolidation cost.
 - P&P will take the lead on this analysis.
 - CWC & SHE will provide support.
- 3) Asset management using the EPA's Asset Management Handbook for Small Water Systems (infrastructure maintenance) for individual and regional systems will be conducted on viable projects.
 - P&P will take the lead on this analysis.
 - CWC & SHE will provide support.
- 4) Funding analysis and project development
 - SHE will take the lead on providing an analysis of potential funding sources and helping develop written project descriptions.
 - P&P will help with budget analysis and other engineering assistance.

The project consultants help the Sub-region group develop an Implementation Action Plan, outlining next steps for implementation of integrated regional planning processes/projects developed through the sub-region groups, including identification of potential funding sources.

- CWC will take the lead in helping facilitate the development of an action plan for next steps to implement each project/process, including identification of potential funding sources.
 - P&P will provide support to identify next steps.
 - SHE will provide support to identify next steps and potential funding sources.
-
- Deliverable for this Task: Meeting minutes from each meeting. A summary of administrative and projects developed, along with the implementation plan for each sub-region.
 - *Timeline: Months 3 - 5*
-
- CWC will manage a DAC stakeholder contact list and ensure DAC contact information is integrated into the email and mailing list for Upper Kings Basin Water Authority IRWMP.

Task 4 - Project Reporting

Progress Reports will be prepared for submittal to DWR. The Upper King IRWM Authority staff will be responsible for submittal to DWR and the project consultants will prepare the progress reporting information and assist Authority staff with Reimbursement Request information.

The project consultants will also develop a draft Final Project Report. The report will include a summary of each of the action items and projects identified within each sub-region. The report will also include lessons learned, tools used, and best practices from sub-region group integrated planning processes. A draft report will be submitted to the Upper Kings Basin IRWM Authority and DWR for review and comment. Upon receipt of comments, the report will be edited and finalized. 15 hard copies of the final report will be provided, along with a digital file of the final report.

- P&P will lead drafting of the progress and project reports. CWC will lead preparation of the lessons learned and tools used for stakeholder facilitation and outreach sections of the reports. SHE will assist with preparation of data gathering, outreach and technical assistance (i.e. identification of potential funding and project development) sections of the reports.
- Deliverables for this Task: Progress Reports, Draft Report, Final Report
- Timeline: throughout project, with finalization of report by Month 18.

Task 5 - Grant Administration Support and Reporting

The Upper King IRWM Authority (Authority) staff will be reviewing, and submitting progress reports to DWR. The Authority will be conducting periodic reviews of project progress and participating at key milestone functions to ensure completion of the project objectives. With the assistance from the Consultant teams the Authority staff will be preparing and processing reimbursement request and general project financial oversight.

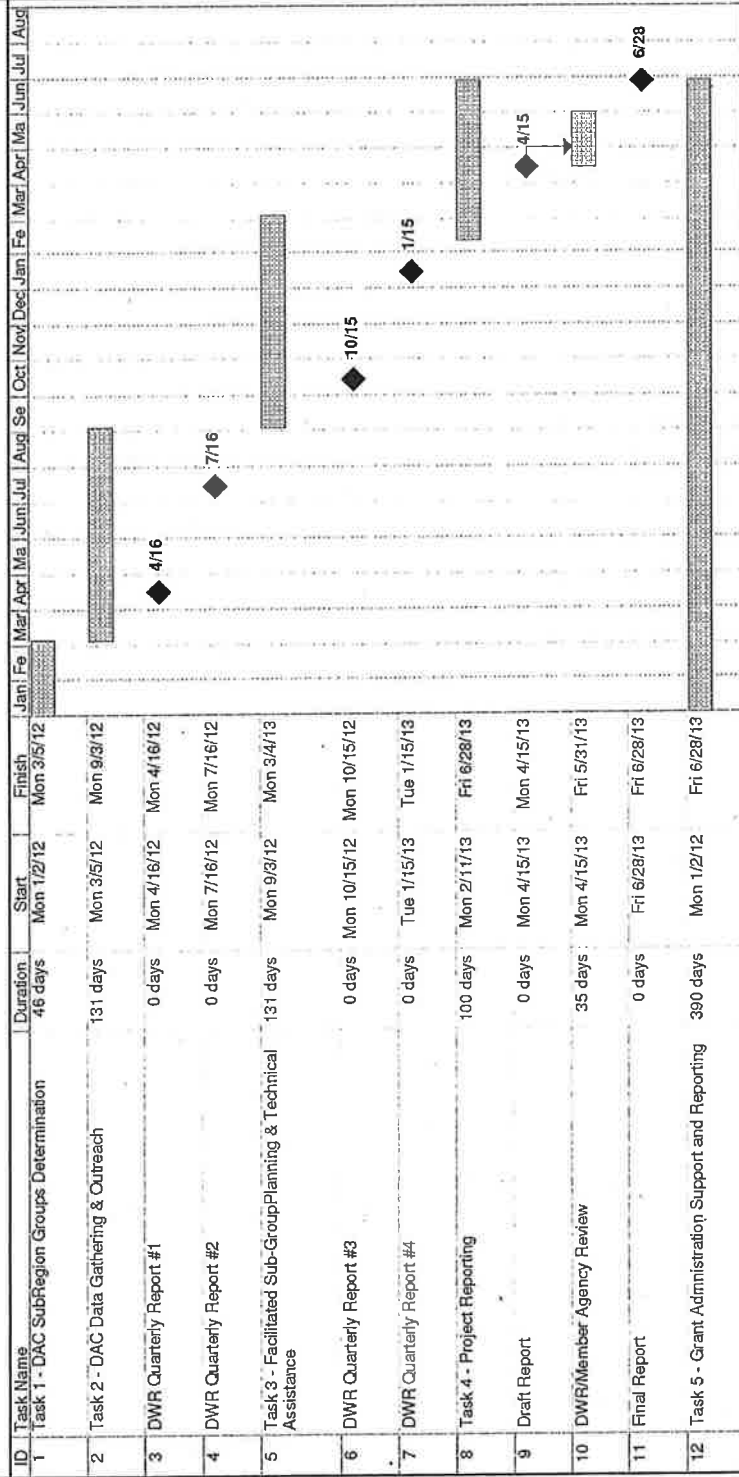
EXHIBIT B PROJECT BUDGET

The overall budget for implementation of the proposed DAC planning model is \$500,000.

Task	Description	Total
Task 1	DAC Sub-Region Groups Determination	\$30,000.00
Task 2	DAC Data Gathering & Outreach	\$79,729.00
Task 3	Facilitated Sub-Group Planning & Technical Assistance	\$314,505.00
Task 4	Project Reporting	\$55,766.00
Task 5	Grant Administration Support	\$20,000.00
	Total	\$500,000.00

PROJECT EXHIBIT C PROJECT SCHEDULE

Upper Kings Basin DAC Pilot Study Project Schedule



Task
 Milestone
 External Tasks

Split
 Summary
 External Milestone

Progress
 Project Summary
 Deadline

Project: Project Schedule 11-18-2011
Date: Fri 11/18/11

EXHIBIT D STANDARD CONDITIONS

D.1 ACCOUNTING AND DEPOSIT OF GRANT DISBURSEMENT:

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

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

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

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

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

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

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- D.6 BUDGET CONTINGENCY: LIMIT ON STATE FUNDS.** Pursuant to the California Disaster Preparedness and Flood Prevention Bond Act of 2006 and the California Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Act of 2006 and subject to the availability of funds, including any mandates from the Department of Finance, the Pooled Money Investment Board ("PMIB") or any other state authority, the State will not make payments of any kind -- advances or reimbursements -- until funding is made available by the State Treasurer, after allocation decisions are made by the Pooled Money Investment Board and Department of Finance.
- D.7 CHILD SUPPORT COMPLIANCE ACT:** For any Grant Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- a) The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.8 COMPETITIVE BIDDING AND PROCUREMENTS:** Grantee shall comply with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations in Grantee's contracts with other entities for acquisition of goods and services and construction of public works with funds provided by State under this Grant Agreement.
- D.9 COMPUTER SOFTWARE:** The Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.10 CONFLICT OF INTEREST**
- a) **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
 - b) **Former State Employee:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- D.11 DELIVERY OF INFORMATION, REPORTS, AND DATA:** The Grantee agrees to expeditiously provide, during work on the Project and throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by the State.

D.12 DISPOSITION OF EQUIPMENT: Grantee shall provide to State, not less than 30 days prior to submission of the final project invoice, a final inventory list of equipment purchased with grant funds provided by State. Grantee shall consult with State on the scope of the inventory not less than 60 days prior to the submission of the final project invoice. The inventory shall include all items with a current estimated fair market value of more than \$5,000 per item. Within 60 days of receipt of such inventory, State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.

D.13 DISPUTES: In the event of an invoice dispute, payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided may result in return of the invoice to the Grantee. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail.

Any claim that Grantee may have regarding the performance of this Grant Agreement including, but not limited to claims for additional compensation or extension of time, shall be submitted to the Director, Department of Water Resources, within thirty (30) calendar days of Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to the Grant Agreement to implement the terms of any such resolution.

D.14 DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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- D.16 FUNDING RECIPIENT COMMITMENTS.** Funding Recipient accepts and agrees to comply with all terms, provisions, conditions, and commitments, of this Funding Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Funding Recipient in the application, documents, amendments, and communications filed in support of its request for California Disaster Preparedness and Flood Prevention Bond Act of 2006 and the California Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Act of 2006 financing.
- D.17 GOVERNING LAW:** This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.18 INCOME RESTRICTIONS:** The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Grant Agreement.
- D.19 INDEPENDENT CAPACITY:** Grantee, and the agents and employees of Grantee, if any, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.20 INSPECTIONS:** State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any local project sponsor, subagreements, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with State. Grantee acknowledges that the Project work site will be reportable under the Public Records Act (California Government Code Section 6250 *et seq.*). State shall have the right to inspect the Grantee's office at any and all reasonable times after completion of the project to ensure compliance with the terms and conditions of this Grant Agreement. During regular office hours, State shall have the right to inspect and to make copies of any books, records, or reports of the Grantee relating to this Grant Agreement. Grantee shall maintain and shall make available at all times for such inspection accurate records of its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.
- D.21 NONDISCRIMINATION:** During the performance of this Grant Agreement, Grantee and its contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Grantee and contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) *et seq.*) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full. Grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts to perform work under the Grant Agreement.
- D.22 NO THIRD PARTY RIGHTS:** The parties to this Grant Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking established herein.

D.23 OPINIONS AND DETERMINATIONS: The parties agree that review or approval of any IRWM Program applications, documents, permits, plans and specifications or other program information by the State is for administrative purposes only and does not relieve the Grantee of its responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the IRWM Program.

D.24 PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS. Grantee shall be responsible for obtaining any and all permits, licenses, and approvals required for performing its obligations under this Grant Agreement. Grantee shall comply with the California Environmental Quality Act (California Public Resources Code Section 21000 *et seq.*) and other applicable federal, State, and local laws, rules, and regulations, guidelines, and requirements prior to disbursement of funds under this Grant Agreement.

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

D.25 PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION: Grantee and Local Project Sponsors shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the IRWM Program without prior permission of State. Grantee and Local Project Sponsors shall not take any action concerning the performance of this Grant Agreement, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee to meet its obligations under this Grant Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property acquired through this Grant Agreement be remitted to State.

D.26 REMEDIES, COSTS, AND ATTORNEY FEES: The Grantee agrees that any remedy provided in this Grant Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the State as a result of breach of this Grant Agreement by the Grantee, whether such breach occurs before or after completion of the Project, and exercise of any remedy provided by this Grant Agreement by the State shall not preclude the State from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Grant Agreement, it is agreed that the prevailing party shall be entitled to such reasonable costs and/or attorney fees as may be ordered by the court entertaining such litigation.

D.27 RETENTION: Notwithstanding any other provision of this Grant Agreement, the State shall retain up to ten percent (10%) of the grant amount specified in this Grant Agreement until completion of the Project and is accepted by the State.

D.28 RIGHTS IN DATA: The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Grant Agreement shall be in the public domain. The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to the State for financial support. The Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so.

D.29 SEVERABILITY of UNENFORCEABLE PROVISION: If any provision of this Grant Agreement is held invalid or unenforceable by a court of final jurisdiction, all other provisions of this Grant Agreement shall be construed to remain fully valid, enforceable, and binding on the parties.

D.30 STATE REVIEWS AND INDEMNIFICATION: The parties agree that review or approval of Project applications, documents, permits, plans and specifications or other Project information by the State is for administrative purposes only and does not relieve the Grantee of its responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the Project. To the extent permitted by law, the Grantee agrees to indemnify, defend and hold harmless the State and the State against any loss or liability arising out of any claim or action brought against the State from and against any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from, or in any way connected with:

- a) The Project or the conditions, occupancy, use, possession, conduct or management of, work done in or about, or the planning, design, acquisition, installation, or construction, of the Project or any part thereof;
- b) Performing any of the terms contained in this Grant Agreement or any related document;
- c) Any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the California Hazardous Waste Control Law and California Water Code Section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the System; or
- d) Any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Grantee for use in any disclosure document utilized in connection with any of the transactions contemplated by this Grant Agreement.

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

D.31 SUCCESSORS AND ASSIGNS: This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.

D.32 TERMINATION, IMMEDIATE REPAYMENT, INTEREST: This Grant Agreement may be terminated by written notice at any time prior to completion of the Project, at the option of the State, upon violation by the Grantee of any material provision after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Grant Agreement within a reasonable time as established by the State. In the event of such termination, the Grantee agrees, upon demand, to immediately repay to the State an amount equal to the amount of grant funds disbursed to the Grantee prior to such termination. In the event of termination, interest shall accrue on all amounts due at the highest legal rate of interest from the date that notice of termination is mailed to the Grantee to the date of full repayment by the Grantee.

- D.33 TIMELINESS:** Time is of the essence in this Grant Agreement.
- D.34 TRAVEL:** Travel includes the costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Grant Agreement. Travel will be reimbursed at or below the rate allowed for unrepresented State employees. These rates are published at: <http://www.dpa.ca.gov/personnel-policies/travel/main.htm> or its successor website. For the purpose of computing such expenses, Grantee's designated headquarters shall be 4886 East Jensen Avenue, Fresno, CA 93725. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.
- D.35 UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
- D.36 WAIVER OF RIGHTS:** None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.
- D.37 WITHHOLDING OF GRANT DISBURSEMENTS:** The State may withhold all or any portion of the grant funds provided for by this Grant Agreement in the event that the Grantee has materially violated, or threatens to materially violate, any term, provision, condition, or commitment of this Grant Agreement; or the Grantee fails to maintain reasonable progress toward completion of the Project.

EXHIBIT E REPORT FORMAT AND REQUIREMENTS

PROGRESS REPORTS

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

E.1 Executive Summary

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

E.2 Report Status

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

E.3 Cost Information

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

E.4 Schedule Information

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

FINAL REPORT

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

- Executive Summary;
- DAC Pilot Project Setting:

This section contains background information and supplies the context in which the scope of work was performed. The type of information presented in this section should include:

 - A problem statement describing why it's been difficult to engage DAC's in IRWM efforts.
 - Initial objectives and any assumptions of the pilot project
 - Characteristics of the DACs in the IRWM region and specifically the DACs involved in the pilot project
 - how were the DACs identified (used MHI, or developed other metrics)
 - how were communities defined
 - how much was initially known about the critical water-related problems of DAC's and how much additional information was learned during this project.
 - are the key problems water supply and water quality issues, or were other high priority problems identified (such as Flood Mgt. or Stormwater Pollution, etc)
 - prior to the pilot project, what kind of relationship existed between the IRWM Group and DACs
 - The factors or characteristics of the DACs and/or their relationship with the IRWM Group that support or dictate the approach used in the pilot project
- Summary of Work Performed:

This section is a summary of the pilot project work performed and should contain:

 - A summary of methodologies/activities performed
 - Identify DAC constraints on solving their problems, being involved in the IRWM process, and being able to develop projects for eventual implementation (are they educational, financial, technical, etc.)?
 - Deviations from anticipated timelines or activities
 - Decisions/changes made during pilot project implementation
 - Milestones
- Outcomes, Results, Benefits, & Costs
 - Successes – what activities or key components contributed toward meeting the pilot project objectives?
 - Challenges – what activities or key components didn't contribute as anticipated toward meeting pilot project objectives?
 - Methodologies, activities, and approaches used in your pilot project that were successful and might have applicability to other IRWM regions/DACs in the state.
 - Were the objectives of the pilot project met? Discuss important "lessons learned" and recommend how other regional groups may be successful at approaching and engaging DAC's in the IRWM process.
 - Summarize the overall benefits of the project and the most cost effective components.

- Sustainability:
This section describes how the DAC involvement, engagement, assistance will continue beyond the pilot project and may include a discussion of how the pilot project methodologies are sustainable. This section will also include a discussion on identifying ways DAC's will be able to operate, maintain, and sustain projects once they are successfully implemented.
- A summary of the costs incurred and disposition of funds be disbursed, including a table showing actual costs versus the costs in the Exhibit B, Project Budget, by task with an explanation of the differences.

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

ELECTRONIC REPORTING

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

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

EXHIBIT F GRANTEE RESOLUTION

BEFORE THE BOARD OF DIRECTORS
OF THE UPPER KINGS BASIN INTEGRATED REGIONAL
WATER MANAGEMENT AUTHORITY
FRESNO, CALIFORNIA

RESOLUTION NO. 10-02

AUTHORIZATION TO FILE AN APPLICATION FOR A GRANT UNDER ROUND 1 OF THE PROPOSITION 84 INTEGRATED REGIONAL WATER MANAGEMENT GRANT PROGRAM AND TO ENTER INTO AN AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF WATER RESOURCES

WHEREAS, the Upper Kings Basin Integrated Regional Water Management Authority, a Joint Powers Authority made up of cities, counties and water agencies in the Central San Joaquin Valley, with the responsibility for implementing the Upper Kings Basin Integrated Regional Water Management Plan and;

WHEREAS, the Upper Kings Basin Integrated Regional Water Management Authority desires to make an application for funding under the Proposition 84 Integrated Regional Water Management Grant Program, Round 1, to update its integrated regional water management plan to Proposition 84 standards, now:

BE IT RESOLVED BY THE Board of Directors of the Upper Kings Basin Integrated Regional Water Management Authority that application be made to the California Department of Water Resources to obtain an Integrated Regional Water Management Planning Grant pursuant to all the terms and provisions of the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, and amendments thereto, and;

BE IT FURTHER RESOLVED THAT the Chair of the Water Authority, or his designee, is hereby authorized and directed to prepare the necessary data, conduct investigations, file such application, and execute a grant agreement with the California Department of Water Resources.

THE FOREGOING RESOLUTION was passed and adopted at a regular meeting of the Board of Directors of the Upper Kings Basin Integrated Regional Water Management Authority on this 20th day of October, 2010, by the following vote:

AYES: Directors Ruiz, Armstrong, Uota, Blayney, Nielsen, Jr., Serrato, Orth, Mills, Poochigian, and Vaughn

NOES: None

ABSENT: Directors Rapada, Waldner, Borgeas, Lopez, Lujan, Rodriguez, and Boren

ATTEST:



Secretary


Chair

SECRETARY'S CERTIFICATE

I, David L. Orth, Secretary of Upper Kings Basin Integrated Regional Water Management Authority, hereby certify that the foregoing is a full, true and correct copy of a Resolution duly adopted at the Regular Meeting of the Board of Directors of said Authority duly noticed and held on the 20th day of October 2010, of which meeting all of the members of said Board of Directors had due notice and at which a majority thereof were present.

WITNESS my hand this 20th day of October 2010.



Secretary

EXHIBIT G

GUIDELINES FOR GRANTEES AND BORROWERS

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

Internal Controls:

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

Grants or Loans:

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

Contracts:

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

Invoices:

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

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans..
4. Bank statements showing the deposit of the receipts.

Accounting Records:

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

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

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

Project Files:

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

EXHIBIT H STATEWIDE MONITORING

REQUIREMENTS FOR STATEWIDE MONITORING AND DATA SUBMITTAL

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

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

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

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

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

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

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