

**DEPARTMENT OF WATER RESOURCES**

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



*for* J. Barrett  
P. Reyes  
R. Cheng  
M. Johnson

October 15, 2014

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Jim Barrett  
General Manager  
Coachella Valley Water District  
P.O. Box 1058  
Coachella, CA 92236

**Proposition 84 Round 2, Integrated Regional Water Management (IRWM)  
Implementation Grant, Agreement No. 4600010577.**

Dear Mr. Barrett:

Enclosed is an original executed copy of Agreement No. 4600010577 for Proposition 84 Round 2, IRWM Implementation Grant.

As a reminder, if your region's current IRWM Plan was adopted before September 30, 2008, then the Grantee and Local Project Sponsors, receiving grant funding through this Grant Agreement, are required to update and adopt the plan within two years from October 15, 2014, the day that the Department of Water Resources signed the agreement, to comply with Part 2.2 (commencing with Section 10530) of Division 6 of the Water Code and to undertake all reasonable and feasible efforts to take into account the water-related needs of disadvantaged communities in the area within the boundaries of the plan.

If you have any questions, please contact Evon Willhoff, Project Manager at 916-651-9286 or [evon.willhoff@water.ca.gov](mailto:evon.willhoff@water.ca.gov).

Sincerely,

  
Loi Nguyen  
Regional Planning Branch  
Division of Integrated Regional Water Management

Enclosures

cc: Evon Willhoff, Project Manager DWR IRWM

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**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES) AND  
Coachella Valley Water District  
AGREEMENT NUMBER 4600010577  
PROPOSITION 84 ROUND 2 INTEGRATED REGIONAL WATER MANAGEMENT (IRWM) IMPLEMENTATION GRANTS  
CALIFORNIA PUBLIC RESOURCES CODE §75026 ET SEQ.**

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

1. PURPOSE. State shall provide funding from the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 to Grantee to assist in financing projects associated with the Coachella Valley IRWM Plan pursuant to Chapter 8 (commencing with Section 79560) of Division 26.5 of the California Water Code (CWC), hereinafter collectively referred to as "IRWM Program."
2. TERM OF GRANT AGREEMENT. The term of this Grant Agreement begins on the date this Grant Agreement is executed by State, and terminates on January 31, 2018, or when all of the Parties' obligations under this Grant Agreement are fully satisfied, whichever occurs earlier. Execution date is the date the State signs this Grant Agreement indicated on page 9.
3. TOTAL PROJECT COST. The reasonable Total Cost of the Projects is estimated to be \$9,551,851.
4. GRANT AMOUNT. The maximum amount payable by the State under this Agreement shall not exceed \$5,240,000. Of this grant amount, not less than \$2,740,000 shall be expended to projects that benefit the critical water supply or water quality needs of disadvantaged communities (DAC) in the IRWM region.
5. GRANTEE COST SHARE. Grantee agrees to fund the difference between the Total Project Cost, and the Grant Amount (amount specified in Paragraph 4). Cost Share consists of Funding Match and Additional Cost Share, as documented in Exhibit B (Budget). Additional Cost Share is the amount necessary to fund the project above the Grant Amount and the Funding Match. Additional Cost Share will not be reviewed by the State for invoicing purposes; however, the Grantee is required to maintain all financial records associated with the project in accordance with Exhibit I (State Audit Document Requirements).
6. FUNDING MATCH. Funding Match is defined as the minimum amount of Grantee Cost Share required, and cannot include other State funds. Grantee is required to provide a Funding Match of at least 25% of the Total Project Cost. The Grantee's Funding Match is estimated to be \$2,897,783. Grantee's Funding Match may include in-kind services that are part of Exhibit A (Work Plan) and performed after September 30, 2008.
7. GRANTEE'S RESPONSIBILITY. Grantee and its representatives shall:
  - a) Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Exhibit B (Budget) and Exhibit C (Schedule).
  - b) Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 financing.
  - c) Comply with all applicable California laws and regulations.
  - d) Implement the Projects in accordance with applicable provisions of the law.
  - e) Fulfill its obligations under the Grant Agreement, and be responsible for the performance of the projects.
8. LOCAL PROJECT SPONSOR'S RESPONSIBILITY. Grantee shall assign Local Project Sponsors to act on behalf of Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. Local Project Sponsors shall be assigned in accordance with the participating agencies identified in the *Coachella Valley IRWM: Implementation Grant Proposal, Round 2* grant application, Exhibit F identifies Local Project Sponsors. Local Project Sponsors shall also act on behalf of Grantee in the fulfillment of Grantee responsibilities where specifically specified in this Grant Agreement.

9. **BASIC CONDITIONS.** State shall have no obligation to disburse money for projects under this Grant Agreement until Grantee has satisfied the following conditions (if applicable):
- a) Grantee and Local Project Sponsors demonstrates the availability of sufficient funds to complete each project by submitting the most recent 3 years of audited financial statements.
  - b) Grantee must demonstrate compliance with the groundwater compliance options set forth on page 15 of the IRWM Program Guidelines, dated November 2012.
  - c) For the term of this Grant Agreement, Grantee submits timely Quarterly Progress Reports as required by Paragraph 19, "Submission of Reports."
  - d) Grantee submits deliverables as specified in Paragraph 19 of this Grant Agreement and in Exhibit A.
  - e) Prior to the commencement of construction or implementation activities, Grantee shall submit the following to the State for each project:
    - 1) Final plans and specifications certified by a California Registered Professional (Civil Engineer or Geologist, as appropriate) for each approved project as listed in Exhibit A of this Grant Agreement.
    - 2) Environmental Documentation
      - i) Grantee submits to the State all applicable environmental permits,
      - ii) Documents that satisfy the CEQA process are received by the State,
      - iii) State has completed its CEQA compliance review as a Responsible Agency, and
      - iv) Grantee receives written concurrence from the State of Lead Agency's CEQA documents and State notice of verification of environmental permit submittal.State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, State will consider the environmental documents and decide whether to continue to fund the projects or to require changes, alterations or other mitigation. Grantee must also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act by submitting copies of any environmental documents, including environmental impact statements, Finding of No Significant Impact, and mitigation monitoring programs as may be required prior to beginning construction/implementation.
    - 3) A monitoring plan as required by Paragraph 21, "Project Monitoring Plan Requirements."
10. **DISBURSEMENT OF FUNDS.** State will disburse to Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to Grantee under this Grant Agreement and any and all interest earned by Grantee on such money shall be used solely to pay Eligible Project Costs, as defined in Paragraph 11.
11. **ELIGIBLE PROJECT COST.** Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B. Eligible project costs include the reasonable costs of studies, engineering, design, land and easement acquisition, legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reasonable administrative expenses may be included as Total Project Costs and will depend on the complexity of the project preparation, planning, coordination, construction, acquisitions, and implementation. Reimbursable administrative expenses are the necessary costs incidentally but directly related to the projects including the portion of overhead and administrative expenses that are directly related to the projects included in this Agreement in accordance with the standard accounting practices of the Grantee. Work performed on the projects after February 4, 2014 shall be eligible for reimbursement.
- Costs that are not eligible for reimbursement with State funds cannot be counted as Funding Match. 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 the Grant.
  - b) Operation and maintenance costs, including post construction performance and monitoring costs.
  - c) Purchase of equipment not an integral part of a project.
  - d) Establishing a reserve fund.

- e) Purchase of water supply.
- f) Monitoring and assessment costs for efforts required after project construction is complete.
- g) Replacement of existing funding sources for ongoing programs.
- h) Travel and per diem costs (per diem includes subsistence and other related costs).
- i) Support of existing agency requirements and mandates (e.g., punitive regulatory agency requirement).
- 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.
- k) Payment of principal or interest of existing indebtedness or any interest payments unless the debt is incurred after execution of this Grant Agreement, the State agrees in writing to the eligibility of the costs for reimbursement before the debt is incurred, and the purposes for which the debt is incurred are otherwise eligible costs. However, this will only be allowed as Grantee cost share (i.e., Funding Match).
- l) Overhead not directly related to project costs.

12. METHOD OF PAYMENT. Submit a copy of invoice for costs incurred and supporting documentation to the DWR Project Manager via Grant Review and Tracking Systems (GRanTS). Additionally, the original invoice form with signature and date (in ink) of Grantee's Project Representative, as indicated on page 9 of this Agreement, must be sent to the DWR Project Manager for approval. Invoices submitted via GRanTS shall include the following information:

- a) Costs incurred for work performed in implementing the projects 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 the projects during the period identified in the particular invoice for the implementation of a project.
- c) Invoices shall be submitted on forms provided by State and shall meet the following format requirements:
  - 1) Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
  - 2) Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
  - 3) Sufficient evidence (e.g. receipts, copies of checks, time sheets) as determined by the State must be provided for all costs included in the invoice. Additional Cost Share shall be accounted for separately in the progress reports.
  - 4) Each invoice shall clearly delineate those costs claimed for reimbursement from the State's Grant Amount, as depicted in Paragraph 4, and those costs that represent Grantee's Funding Match, as applicable, in Paragraph 6.
  - 5) DWR Project Manager will notify Grantee, in a timely manner, when, upon review of an Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or are not supported by documentation or receipts acceptable to State. Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to State to cure such deficiency(ies). If Grantee fails to submit adequate documentation curing the deficiency(ies), State will adjust the pending invoice by the amount of ineligible or unapproved costs. After the disbursement requirements in Paragraph 9 "Basic Conditions" are met, State will disburse the whole or portions of State funding to Grantee, following receipt from Grantee via US mail or Express mail delivery of a "wet signature" invoice for costs incurred, including Cost Share, and timely Quarterly Progress Reports as required by Paragraph 19, Submission of Reports. Payment will be made no more frequently than monthly, in arrears, upon receipt of an invoice bearing the Grant Agreement number.

13. WITHHOLDING OF DISBURSEMENTS BY STATE. If State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if Grantee does not remedy any such failure to

State's satisfaction, State may withhold from Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and State notifies Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 14, the portion that has been disbursed shall thereafter be repaid immediately with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by State. State may consider Grantee's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 14, "Default Provisions." If State notifies Grantee of its decision to withhold the entire funding amount from Grantee pursuant to this paragraph, this Grant Agreement shall terminate upon receipt of such notice by Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

14. DEFAULT PROVISIONS. Grantee will be in default under this Grant Agreement if any of the following occur:
- a) Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between Grantee and State evidencing or securing Grantee's obligations.
  - b) Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement.
  - c) Failure of Grantee or a Local Project Sponsor receiving grant funding through this Grant Agreement to adopt, no later than 2 years after the State executes the Grant Agreement, an IRWM Plan that meets the requirements contained in Part 2.2 of Division 6 of the CWC, commencing with Section 10530.
  - d) Failure to operate or maintain projects in accordance with this Grant Agreement.
  - e) Failure to make any remittance required by this Grant Agreement.
  - f) Failure to comply with Labor Compliance Program requirements (Paragraph 18).
  - g) Failure to submit timely progress reports.
  - h) Failure to routinely invoice State.
  - i) Failure to meet any of the requirements set forth in Paragraph 15, "Continuing Eligibility."

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

- i. 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.
- ii. Terminate any obligation to make future payments to Grantee.
- iii. Terminate the Grant Agreement.
- iv. Take any other action that it deems necessary to protect its interests.

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

15. CONTINUING ELIGIBILITY. Grantee must meet the following ongoing requirement(s) to remain eligible to receive State funds:
- a) Timely adoption of an IRWM Plan that meets the requirements contained in Part 2.2 of Division 6 of the CWC, commencing with Section 10530.
  - b) An urban water supplier that receives grant funds governed by this Grant Agreement shall maintain compliance with the Urban Water Management Planning Act (CWC§10610 et. seq.);
  - c) An agricultural water supplier must maintain compliance with SBx7-7 as outlined in Part 2,55 of Division 6 of the CWC,
  - d) Grantee's diverting surface water must maintain compliance with diversion reporting requirements as outlined in Part 5.1 of Division 2 of the CWC.
  - e) Projects with potential groundwater impacts must demonstrate compliance with the groundwater compliance options set forth on page 15 of the IRWM Program Guidelines, dated November 2012.

16. PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS. Grantee shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Projects. Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental, procurement, and safety laws, rules, regulations, and ordinances. Grantee shall provide copies of permits and approvals to State.
17. RELATIONSHIP OF PARTIES. Grantee is solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Grant Agreement.
18. LABOR COMPLIANCE. Grantee agrees to comply with all applicable California Labor Code requirements and Standard Condition D.28 in Exhibit D. 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:
- Proposition 84 (Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006; PRC sections 75075 *et seq.*) or
  - Any other funding source requiring an LCP.

At the State's request, Grantee must promptly submit written evidence of Grantee's compliance with the LCP requirements.

19. SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to State. All reports shall be submitted to the State's Project Manager, and shall be submitted via DWR's "Grant Review and Tracking System" (GRanTS). If requested, Grantee shall promptly provide any additional information deemed necessary by State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit G. The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State, of a Project Completion Report is a requirement for the release of any funds retained for such projects.
- 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 and shall be uploaded into GRanTS at the frequency specified in Exhibit C, Project Schedule. The progress reports shall provide a brief description of the work performed during the reporting period including: Grantee's activities, milestones achieved, any accomplishments, and any problems encountered in the performance of the work under this Agreement.
  - Project Completion Report: Grantee shall prepare and submit to State a separate Project Completion Report for each project included in Exhibit A. Grantee shall submit a Project Completion Report within ninety (90) calendar days of projects completion. Project Completion Report(s) shall include, in part, a description of actual work done, any changes or amendments to each project, and a final schedule showing actual progress versus planned progress, copies of any final documents or reports generated or utilized during a project. The Project Completion Report shall also include, if applicable, certification of final project by a California Registered Professional (Civil Engineer or Geologist, as appropriate), consistent with Standard Condition D.19 in Exhibit D. A DWR "Certification of Project Completion" form will be provided by the State.
  - Grant Completion Report: Upon completion of all projects included in Exhibit A, Grantee shall submit to State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90)

calendar days of submitting the Project Completion Report for the final project to be completed under the Grant Agreement. The Grant Completion Report shall include reimbursement status, a brief description of each project completed, and how those projects will further the goals of the IRWM Plan and identify any changes to the IRWM Plan, as a result of project implementation. Retention for the last project to be completed as part of this Grant Agreement will not be disbursed until the Grant Completion Report is submitted to and approved by the State.

- Post-Performance Reports: Grantee shall submit Post-Performance Reports. 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 10 years after the completed projects begins operation.

20. OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by State, Grantee agrees to ensure or cause to be performed the commencement and continued operation of each project, and shall ensure or cause each project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. Grantee or their successors may, with the written approval of State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 14, "Default Provisions."

21. PROJECT MONITORING PLAN REQUIREMENTS. Exhibit A of this Grant Agreement shall contain activities to develop and submit to State a Project Monitoring Plan. Along with the Project Performance Measures Table requirements outlined in the Proposition 84 Round 2 Implementation Grants Proposal Solicitation Package, (in Attachment 6), and guidance provided in Exhibit J, "Project Monitoring Plan Components," the Project Monitoring Plan should also include:

- a) Baseline conditions.
- b) Brief discussion of monitoring systems to be used.
- c) Methodology of monitoring.
- d) Frequency of monitoring.
- e) Location of monitoring points.

A Project Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. See Exhibit H, "Requirements for Statewide Monitoring and Data Submittal", for web links and information regarding other State monitoring and data reporting requirements.

22. STATEWIDE MONITORING REQUIREMENTS. Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Part 2.76 (commencing with Section 10780) of Division 6 of California Water Code) and, where applicable, that projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board.

23. NOTIFICATION OF STATE. Grantee shall promptly notify State, in writing, of the following items:

- a) Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. Grantee agrees that no substantial change in the scope of projects will be undertaken until written notice of the proposed change has been provided to State and State has given written

approval for such change. Substantial changes generally include changes to the work plan, 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 State's representatives. Grantee shall make such notification at least 14 calendar days prior to the event.
  - c) Final inspection of the completed work on a project by a California Registered Professional (Civil Engineer or Geologist, as appropriate), in accordance with Standard Condition D.19 in Exhibit D. Grantee shall notify the State's Project Manager of the inspection date at least 14 calendar days prior to the inspection in order to provide State the opportunity to participate in the inspection.
24. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:
- a) By delivery in person.
  - b) By certified U.S. mail, return receipt requested, postage prepaid.
  - c) By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
  - d) By electronic means.

Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the addresses set forth in Paragraph 26. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

25. PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.
26. PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

Department of Water Resources  
Paula Landis  
Chief, Division of IRWM  
P.O. Box 942836  
Sacramento CA 94236-0001  
Phone: (916) 651-9220  
e-mail: plandis@water.ca.gov

Coachella Valley Water District  
Jim Barrett  
General Manager  
P.O. Box 1058  
Coachella, CA 92236  
Phone: (760) 398-2661  
e-mail: jbarrett@cvwd.org

Direct all inquiries to the Project Manager:

Department of Water Resources  
Evan Willhoff  
Division of Integrated Regional Water Management  
P.O. Box 942836  
Sacramento, CA 94236  
Phone: (916) 651-9286  
e-mail: Evan.Willhoff@water.ca.gov

Patti Reyes  
Project Manager  
Project Manager Title  
P.O. Box 1058  
Coachella, CA 92236  
Phone: (760) 398-2661 ext. 2270  
e-mail: PReyes@cvwd.org

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

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

Exhibit A – Work Plan

Exhibit B – Budget

Exhibit C – Schedule

Exhibit D – Standard Conditions

Exhibit E – Authorizing Resolution

Exhibit F – Local Project Sponsors

Exhibit G – Report Formats and Requirements

Exhibit H – Requirements for Statewide Monitoring and Data Submittal

Exhibit I – State Audit Document Requirements and Funding Match Guidelines for Grantees

Exhibit J – Project Monitoring Plan Components

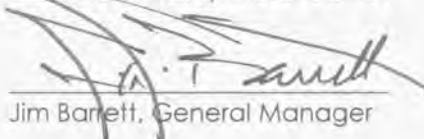
IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES

  
Paula J. Landis, P.E., Chief  
Division of Integrated Regional Water Management

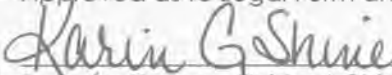
Date 10-15-14

Coachella Valley Water District

  
Jim Barrett, General Manager

Date 9.29.14

Approved as to Legal Form and Sufficiency

*for*   
Karin G. Shumie  
Spencer Kenner, Assistant Chief Counsel  
Office of Chief Counsel

Date 13 October 2014

**EXHIBIT A  
WORK PLAN**

**Project 1: Grant Administration**

**Implementing Agency: Coachella Valley Water District**

The Regional Water Management Group authorized the Coachella Valley Water District (CVWD) to act as the applicant and the grant manager for the Proposition 84, Round 2 Implementation Grant Implementation Grant.

CVWD will administer these funds and respond to DWR's reporting and compliance requirements associated with the grant administration. This office will act in a coordination role – disseminating grant compliance information to the representatives of each projects (project proponents) 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 quarterly progress reports from individual project managers, providing quarterly progress reports to the State, and coordinating all invoicing and payment of invoices.

**Task 1: Direct Project Administration – Budget Category (a)**

**Task 1.1: Contract Administration**

CVWD will coordinate with DWR to develop and administer this agreement.

*Task 1.1 Deliverables:*

- Executed Grant Agreement

**Task 1.2: Invoicing**

Prepare and submit quarterly invoices and appropriate backup documentation to the DWR's grant manager.

*Task 1.2 Deliverables:*

- Invoices and associated backup documentation

**Task 1.3: Reporting Quarterly Reports and Project Completion Report**

CVWD will be responsible for compiling quarterly progress reports and invoices for submittal to DWR. CVWD will coordinate with project proponent staff to prepare and submit Quarterly Progress Reports and Final Project Completion Reports for each project, as well as the Grant Completion Reports.

Reports will meet generally accepted professional standards for technical reporting and the requirements terms of the contract with DWR outlined in Exhibit G of this agreement. For example, Quarterly Progress Reports will explain the status of the project and will include the following information: summary of the work completed for the project during the reporting period; activities and milestones achieved; and accomplishments and any problems encountered in the performance of work. Project Completion Reports will include: documentation of actual work done; changes and amendments to each project; a final schedule showing actual progress versus planned progress; and copies of final documents and reports generated during the project.

*Task 1.3 Deliverables:*

- Quarterly Progress Reports
- Draft and Final Project Completion Report

## **Project 2: Non-potable Water Use Expansion Program**

### **Implementing Agency: Coachella Valley Water District**

The purpose of the Non-potable Water Use Expansion Program (Project) is to reduce groundwater overdraft by providing non-potable water supply for agricultural and golf course irrigation in lieu of groundwater, which would reduce groundwater extraction and associated overdraft. The Project will construct three West Valley connections to the Mid-Valley Pipeline, one pump station improvement, and four East Valley connections to Colorado River Canal system.

#### **Task 1: Direct Project Administration – Budget Category (a)**

##### **Task 1.1: Project Management**

This task consists of project administration responsibilities associated with the Non-potable Water Use Expansion Program, including managing vendor contracts, program customers, and other cost commitments, as applicable. This task also includes grant management activities, which includes providing the Grantee with backup documentation for invoices and progress reports, preparing project completion reports, and providing other supporting documentation required for this grant agreement (e.g., Environmental Information Form, financial statements, etc.).

##### *Task 1.1 Deliverables:*

- Environmental Information Form (EIF)
- Financial statements
- Supporting documentation for invoices and progress reports
- Draft and Final Project Completion Report

#### **Task 2: Land Purchase/ Easement – Budget Category (b)**

Obtain construction easements to construct the connections and delivery points, and then deed easements over to the land owner for operations and maintenance. Negotiate easements on golf courses with private streets and private lands with non-potable water meter (s) located near a golf course lake (if necessary).

##### *Task 2 Deliverables:*

- All relevant documentation regarding property ownership transfer or acquisition of easement including final recorded deed, title report, etc.
- Documentation supporting property value (if purchased)

#### **Task 3: Planning/ Design/ Engineering/ Environmental Documentation – Budget Category (c)**

##### **Task 3.1: Project Design**

Complete final design and specifications required to solidify design of the pipeline connections and pump station improvement.

##### *Task 3.1 Deliverables:*

- Final design specifications for all connections and pump station improvement.

##### **Task 3.2: Environmental Documentation**

Complete all CEQA, NEPA, and any other required environmental documentation.

##### *Task 3.2 Deliverables:*

- All applicable CEQA/NEPA Documentation

##### **Task 3.3: Permitting**

Prepare and acquire all necessary permits.

##### *Task 3.3 Deliverables:*

- Copies of all permits

#### **Task 3.4: Project Monitoring Plan**

Develop and submit a Project Monitoring Plan. Along with the Project Performance Measures Table requirements outlined in the Proposition 84 Round 2 Implementation Grants Proposal Solicitation Package, the Project Monitoring Plan will include baseline conditions, a brief discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points.

##### *Task 3.4 Deliverables:*

- Project Monitoring Plan

#### **Task 3.5: Environmental Compliance / Mitigation / Enhancement**

No environmental mitigation or enhancement actions are included in this work plan.

#### **Task 4: Construction/ Implementation – Budget Category (d)**

##### **Task 4.1: Construction Contracting**

Activities necessary to secure a contractor and award the contract include: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

##### *Task 4.1 Deliverables:*

- Bid documents
- Proof of Advertisement
- Award of contract
- Notice to proceed

##### **Task 4.2: Construction**

Construct three West Valley golf course connections to the Mid-Valley Pipeline to reduce reliance on groundwater. Construction includes:

- **Desert Horizons Country Club** – Project construction will include the installation of a water meter, pipelines, and necessary facilities installed via a public works contract, which are necessary for project implementation. This project extends the 24" distribution pipeline from the existing stub-out at the Coachella Valley Stormwater Channel to the Desert Horizons Country Club. The project will include:
  - Site mobilization
  - A water meter in public right-of-way
  - Approximately 300 Linear Feet (LF) of 24" pipeline in the channel in public right-of-way
  - All necessary appurtenances to complete construction work within the public right of way
- **Indian Springs Country Club** – Project construction will include the installation of water meter, pipelines, and other facilities installed via a public works contract, that are necessary for project implementation, in Westward Ho Drive and Jefferson Street. This project extends the 24" distribution pipeline from the existing stub-out at the Coachella Valley Stormwater Channel to Indian Springs Country Club. Construction and implementation will include:
  - Site mobilization
  - A water meter
  - Approximately 200 LF of 18" pipeline in the channel
  - Approximately 1,000 LF of 18" pipeline in public right-of-way
  - All necessary appurtenances to complete work within the public right of way
- **The Lakes Country Club** – Project construction will include the installation of three water meters, pipelines, water level controllers, and other facilities within the public right-of-way installed via a public works contract, and necessary for project implementation. This project constructs two new sections of 12" pipeline and meters

from the 24" high pressure pipeline and one new 12" pipeline and meter from the low pressure pipeline to the Lakes Country Club. Construction and implementation will include:

- Site mobilization
- Three water meters
- Approximately 1,700 LF of 12" pipeline
- Approximately 500 LF of 12" pipeline in pavement
- Approximately three automated water level control valves
- All necessary appurtenances to complete construction work within the public right of way

Construct one improvement to the L4 Pump station:

- **L4 Pump Station Improvements** – Project construction will include the installation of a water meter and variable frequency drives at the L4 Pump Station and all necessary appurtenances to complete the work. This project replaces the broken meter at Citrus Country Club and installs 1 – 3 Variable Frequency Drives (VFDs) at the L4 Pump Station.

Construct five East Valley golf course connections to the Colorado River Canal system:

- **L4 La Quinta Extensions** – Project construction will include the installation of water meters and pipelines. This project extends Irrigation Lateral 120.8 from the relocated L4 Pump Station to Avenue 52 and includes three new meters for Canal water delivery to the La Quinta Country Club, the La Quinta Resort Mountain Course, and the La Quinta Resort Dunes Course. L4 La Quinta Extensions will include installation of approximately 2,654 LF of 6" pipeline, 4,300 feet of 30" pipeline, and 3 water meters. All work included in the grant will be constructed in public right-of-way.
- **Indian Palms Golf Course** – Project construction under this task will include installation of water meter, pipelines, upstream tie-in, and all necessary facilities, within the public right-of-way installed via a public works contract. Traffic control will also be necessary on Monroe Street. This project extends the 12" Irrigation Lateral 117.8 from Monroe Street to the Indian Palms Golf Course. Construction and implementation will include:
  - Site mobilization
  - Removal and replacement of pavement
  - Approximately 1,450 LF of 12" pipeline
  - An upstream tie-in at Monroe
  - An 8" meter and appurtenances
  - Abandoning existing pipeline per US Bureau of Reclamation (USBR) standards
  - Traffic control
  - All necessary appurtenances to complete construction work within the public right of way
- **Bermuda Dunes Golf Course**- Project construction under this task will include installation of water meter, pipelines, small booster station, upstream tie-in, and all necessary facilities within the public right of water installed via a public works contract. Traffic Control will also be necessary in Burr Street, Jefferson Street and Avenue 42. Construction and implementation will include:
  - Site mobilization
  - Removal and replacement of pavement
  - Booster station installation
  - Approximately 5,000 LF of 12" pipeline
  - An upstream tie-in at Burr street and the Coachella Canal
  - An 8" meter and appurtenances
  - Traffic control
  - All necessary appurtenances to complete construction work within the public right of way

*Task 4.2 Deliverables:*

- Photographic documentation
- Engineers Certification

**Task 4.3: Construction Administration**

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full time engineering construction Inspector will be on site for the duration of the project. Construction Inspectors 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.

*Task 4.3 Deliverables:*

- Notice of Completion

## **Project 3: Salt and Nutrient Management Program**

### **Implementing Agency: Coachella Valley Water District**

The Coachella Valley Water District (CVWD), on behalf of the Coachella Valley Resource Management Group (CVRWMG), will develop a Salt and Nutrient Management Plan (SNMP) for the Coachella Valley Groundwater Basin to comply with the State Recycled Water Policy. The development of the Coachella Valley SNMP will require the establishment of a stakeholder process, groundwater basin characterization, development of groundwater management strategies, and an anti-degradation process. This program allows the Region's water and wastewater agencies to better manage salts and nutrients in the groundwater basin to preserve the high quality groundwater supply used for potable purposes. The SNMP will also allow the Regional Water Quality Control Board's permitting process, for future recycled water facilities within the program area, to be streamlined.

#### **Task 1: Direct Project Administration – Budget Category (a)**

##### **Task 1.1: Project Management**

This task consists of project administration responsibilities associated with the Non-potable Water Use Expansion Program, including managing vendor contracts, program customers, and other cost commitments, as applicable. This task also includes grant management activities, which includes providing the Grantee with backup documentation for invoices and progress reports, preparing project completion reports, and providing other supporting documentation required for this grant agreement (e.g., Environmental Information Form, financial statements, etc.).

##### *Task 1.1 Deliverables:*

- Environmental Information Form (EIF)
- Financial statements
- Supporting documentation for invoices and progress reports
- Draft and Final Project Completion Report

#### **Task 2: Land Purchase/ Easement – Budget Category (b)**

No easement acquisitions and/or right-of-ways will be required for project.

#### **Task 3: Planning/ Design/ Engineering/ Environmental Documentation – Budget Category (c)**

Task 3 includes the six subtasks necessary for creating an SNMP for the Coachella Valley Groundwater Basin based on a collaborative stakeholder-driven planning process.

##### **Task 3.1: Establish Collaborative Process**

Engage stakeholder involvement in the SNMP development process to ensure that the process meets the State's *Recycled Water Policy* requirements and represents the community. The Stakeholder process will establish plan goals and objectives, gather input on technical analysis tasks, and collaboratively develop implementation and basin management measures. The CVRWMG will direct or lead the collaborative process.

##### *Develop Working Groups*

Develop two working groups intended to help guide and gain input for the SNMP:

- **Stakeholders.** This group will include, but is not limited to, public agencies, agricultural interests, private well owners, environmental groups, regulatory staff, and the general public. CVRWMG will develop the stakeholder list based on existing lists. Additional stakeholders will be solicited by the CVRWMG prior to initiation of the SNMP and throughout the SNMP development process. The CVRWMG will maintain the stakeholder list and coordinate all workshop notifications and deliverable distributions with stakeholders.
- **Technical Team.** This group will include participants that can contribute technical information, conduct the technical analyses, develop the SNMP, and provide initial technical reviews prior to the Stakeholder meetings. The CVRWMG will be included within the Technical Team and will work with other Technical Team members to coordinate activities for maximum productivity. This group is proposed to consist of the staff

and designated technical consultants from local water and wastewater agencies and municipalities as well as staff from the Colorado River Basin (Region 7) Regional Water Quality Control Board. The CVRWGMG will work with stakeholders to identify any other key members that should be included in the Technical Team. This technical work may be conducted by CVRWGMG agency staff, a consultant(s), or other combination that is acceptable to the stakeholders and approved by the CVRWGMG.

#### *Stakeholder Workshops*

Convene 4 – 6 SNMP Stakeholder Workshops to review work in progress, review/discuss comments on work products, and to solicit input for the CVRWGMG. Prepare announcements, agendas, meeting/conference call materials, including presentations and handouts, and summary notes for stakeholder workshops.

#### *Conduct Technical Review Meetings*

Convene 4 – 6 Technical Team Technical Review Meetings to discuss data collection efforts, review work in progress, review/discuss comments on work products, coordinate, prepare and follow-up from Stakeholder meetings, and to solicit input/direction from the CVRWGMG. The Technical Team shall prepare all meeting notices, agendas, and meeting summaries.

#### *Task 3.1 Deliverables:*

- Convene 4 – 6 Technical Team Technical Review Meetings
- Convene 4 – 6 SNMP Stakeholder Workshops
- Copies of all announcements, agendas, meeting/conference call materials, including presentations and handouts, and summary notes

#### **Task 3.2: Conduct Basin Characterization**

Identify and characterize the groundwater basin and define the study area. Work will culminate in the development of Technical Memorandum which will include: Basin study area map, list of existing groundwater studies and hydrogeologic assessments in the Basin, well listings, well location map, quantification of historical pumping (public and private wells), groundwater recharge, septic systems, recycled water usage, discharges, runoff in the Basin, estimation of groundwater storage capacity (based on available data), identification (list) of groundwater-dependent habitat, groundwater quality and basin characteristics GIS layers and map, summary of preliminary existing and potential future beneficial uses, baseline groundwater conditions, and a list of salinity and nutrient parameters and other Constituents of Concern to the SNMP.

#### *Task 3.2 Deliverables:*

- Copies of all GIS maps
- Basin Characterization Technical Memorandum

#### **Task 3.3: Identify Salt / Nutrient Loading and Trends**

This task will involve identifying, and the preliminary quantification of, salt and nutrient sources to the groundwater basin for the identified constituents of concern. A Technical Memorandum will be developed that can be used in subsequent workshop presentations and handouts and for use in the Draft and Final Salt/Nutrient Management Plan. This summary will include appropriate figures and maps based on the analyses conducted, as outlined below.

#### *Task 3.3 Deliverables:*

- Salt and nutrient source location and loads maps
- Salt / Nutrient Loading and Trends Technical Memorandum

#### **Task 3.4 Identify Water Management Goals and Potential Strategies**

The purpose of this task is to identify the principal goals to be achieved by the SNMP and to develop an initial list of management strategies that may be appropriate for achieving the established goals. The CVRWGMG shall be responsible for managing and addressing potential stakeholder conflicts and refinement of the SNMP goals as may be necessary. The

Technical Team will develop a Technical Memorandum (TM) that can be used in subsequent workshop presentations and handouts and for use in the Draft and Final Salt/Nutrient Management Plan. TM will include appropriate figures and maps, the salt/nutrient management plan goals developed under this task, a summary of identified and ranked alternative management strategies, a decision on methodology for selecting the preferred strategy(ies), and an estimate the groundwater basin's assimilative capacity.

*Task 3.4 Deliverables:*

- SNMP Goals and Management Strategies Technical Memorandum

**Task 3.5 Conduct Anti-Degradation Process**

Conduct an anti-degradation process incorporates and builds, as well as informs, efforts performed in previous tasks to evaluate the preferred management strategies.

*Assess Load Reductions and Water Quality Improvements*

Assess the existing and preferred water management strategies and their ability to meet the goals of the SNMP, including any salt/nutrient load reduction, other water quality goal, and water supply/beneficial use goals. The Technical Team will identify the necessary mass loading modeling scenarios to be analyzed on a projected basis to assess the effectiveness of each management strategy in meeting the SNMP goals.

*Identify Preferred Management Strategies*

The Technical Team shall evaluate the preferred management strategies, along with any additional management strategies determined potentially feasible, to determine their compliance with the State's Anti-Degradation Policy (Resolution Number 68-16). Specifically, the assessment will:

- Determine if their implementation will degrade groundwater;
- Verify that they meet best practicable treatment or control (BPTC) requirements; or
- If the strategy is consistent with the maximum benefit to the people of the State.

After this evaluation is complete, the revised list of preferred management strategies will be recommended for implementation by the Technical Team using stakeholder feedback and a pre-defined decision process. The CVRWGM will oversee the evaluation process and make final decisions regarding the recommended strategies.

*Task 3.5 Deliverables:*

- Assessment of load reduction and/or water quality improvements (anti-degradation process) - Technical Memorandum
- Evaluation and selection of SNMP Management Strategies - Technical Memorandum
- Recommendations for any additional Basin Plan Amendments Technical Memorandum

**Task 3.6 Finalize Phase 2 SNMP**

Develop an implementation plan, identifying the metrics to evaluate effectiveness of selected salinity and nutrient management strategies, develop monitoring and audit plans, finalize the SNMP, and working with the Colorado River Basin RWQCB (Region 7) to obtain approval of the Phase 2 SNMP and scope for the Phase 3 SNMP.

*Develop Implementation Plan*

The Technical Team will develop an Implementation Plan that will include the following components:

- Identification of the selected management strategies
- Activities to be implemented
- Phases of implementation
- Estimated costs
- Implementation timeframes

*Identify Metrics and Develop Monitoring Program*

The Technical Team shall identify metrics (measurable parameters) that can be used to evaluate the effectiveness of the selected salinity and nutrient management strategies following implementation. The Technical Team shall develop a monitoring program, including identification of the responsible agency, the schedule for implementation, and monitoring required to measure the effectiveness of any implemented

groundwater management strategy. Existing monitoring efforts will be incorporated into the SNMP monitoring plan.

*Develop SNMP Data Management, Reporting, and Audit Processes*

The Technical Team shall establish the framework and schedule for how data will be managed, including ongoing monitoring efforts, in addition to reporting and auditing processes.

*CEQA/NEPA Compliance Needs*

In conjunction with the RWQCB, the Technical Team shall determine how the recommended SNMP will need to conform to California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) requirements.

The Technical Team will work with the RWQCB in preparing the necessary CEQA documentation for implementation of the SNMP. For the purposes of this work plan, it is assumed that all management strategies identified in previous tasks for implementation under the SNMP will be non-structural in nature (e.g. policies, monitoring). Therefore, the scope of work under this subtask is limited to:

- One scoping meeting to seek input on environmental information that should be considered;
- Completion of an environmental checklist evaluating environmental factors that may be potentially affected by the SNMP implementation;
- Preparation of a response to any comments received on the environmental checklist and during the scoping meeting; and
- A cover memorandum identifying the preferred management strategies and summarizing the results of the checklist and scoping meeting (including identification of any recommended mitigation measures).

*Finalization of the SNMP*

The Technical Team shall prepare a Draft and Final Salt/Nutrient Management Plan that summarize the results of all deliverables described within Task 3.2 – 3.5 into a comprehensive planning document.

*Task 3.6 Deliverables:*

- Technical Memorandums from Tasks 3.2 through 3.5
- SNMP Implementation Plan
- Performance metrics and monitoring plan
- SNMP Audit Plan
- Assessment of any required CEQA/NEPA documentation
- Draft and Final Salt/Nutrient Management Plan

## **Project 4: Groundwater Quality Protection Program – Subarea D2**

### **Implementing Agency: Mission Springs Water District**

The purpose of the Project is to extend Mission Springs Water Districts' (MSWD) municipal wastewater collection system to Subarea D2 in Assessment District 12 and eliminate on-site septic systems in the project area to protect and improve the quality of the groundwater basins. The Project area is situated above both the Mission Creek Subbasin and the Desert Hot Springs Subbasin. The Mission Creek Subbasin provides domestic water supply while the Desert Hot Springs Subbasin is a hot-water basin serving as an economic basis for the City of Desert Hot Springs, a disadvantaged community. Project will convert an estimated 380 existing on-site septic systems to sewers by installing approximately: 18,500 lineal feet of 8-inch vitrified clay pipe sewer, 15,200 lineal feet of 4-inch VCP sewer laterals, 70 manholes, and all associated appurtenances.

#### **Task 1: Direct Project Administration – Budget Category (a)**

##### **Task 1.1: Project Management**

This task consists of project administration responsibilities associated with the Non-potable Water Use Expansion Program, including managing vendor contracts, program customers, and other cost commitments, as applicable. This task also includes grant management activities, which includes providing the Grantee with backup documentation for invoices and progress reports, preparing project completion reports, and providing other supporting documentation required for this grant agreement (e.g., Environmental Information Form, financial statements, etc.).

##### *Task 1.1 Deliverables:*

- Environmental Information Form (EIF)
- Financial statements
- Supporting documentation for invoices and progress reports
- Draft and Final Project Completion Report

##### **Task 1.2: Labor Compliance Program**

Perform labor compliance in accordance with the requirements of California Labor Code §1771.5(b).

##### *Task 1.2 Deliverables:*

- Proof of labor compliance upon request

#### **Task 2: Land Purchase/ Easement – Budget Category (b)**

Work will be performed in the public right-of-way and no easements will be required.

#### **Task 3: Planning/ Design/ Engineering/ Environmental Documentation – Budget Category (c)**

##### **Task 3.1: Assessment and Evaluation**

Preliminary design and assessments were prepared in 2004. No additional planning work or deliverables are included in this work plan.

##### **Task 3.2: Final Design**

Design drawings, specifications, and cost estimates for Subarea D2 were completed in 2010. MSWD, through CVWD, will submit contract documents (repackaged plans, specifications, and estimates) to DWR.

##### *Task 3.2 Deliverables:*

- Final Plans and Specifications

##### **Task 3.3: Environmental Documentation**

The project has been analyzed in an Initial Study/Mitigated Negative Declaration document that was completed and finalized in 1999. The document was later recertified in 2007. The project completed a NEPA review that resulted in an Environmental Assessment and a Finding of No Significant Impact in December 2010.

The CEQA/NEPA environmental documentation outlined a Mitigation Monitoring and Reporting Plan (MMRP) that demonstrates mitigation measures required for CEQA compliance were completed in 1998. The MMRP will be in effect during the construction phase of this project.

*Task 3.3 Deliverables:*

- All applicable CEQA/NEPA Documentation
- Proof of MMRP compliance

**Task 3.4: Permitting**

MSWD will apply for coverage from the State Water Resources Control Board under the NPDES General Construction Permit, which requires preparation of a Stormwater Pollution Prevention Plan (SWPPP). MSWD will also apply for right-of-way Encroachment Permits from the City of Desert Hot Springs. MSWD will apply for these permits prior to December 2014.

*Task 3.4 Deliverables:*

- Final SWPPP
- Final Encroachment Permits from the City of Desert Hot Springs
- Copies of other required permits, if applicable

**Task 3.5: Project Monitoring Plan**

Develop and submit a Project Monitoring Plan. Along with the Project Performance Measures Table requirements outlined in the Proposition 84 Round 2 Implementation Grants Proposal Solicitation Package, the Project Monitoring Plan will include baseline conditions, a brief discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points.

*Task 3.5 Deliverable:*

- Project Monitoring Plan

**Task 4: Construction/ Implementation – Budget Category (d)**

Within project area, Subarea D2, approximately 380 existing on-site septic systems will be converted to sewers. Wastewater collected by the MSWD sewer system would be sent to the existing Horton Wastewater Treatment Plant (WWTP), where it will be beneficially reused via percolation.

**Task 4.1: Construction Contracting**

Solicitation for a construction contractor will involve advertisement for bids, holding a preconstruction meeting, bid opening, bid evaluations, MSWD staff recommendations, MSWD Board of Directors approval, and awarding the construction contract, which includes confirming the contractor's insurance requirements and bonds. For each contract, MSWD staff must issue a Request for Proposals, evaluate submitted proposals, and issue recommendations.

*Task 4.1 Deliverables:*

- Bid documents
- Proof of Advertisement
- Award of contract
- Notice to proceed

**Task 4.2: Construction**

Construction tasks include mobilization, clearing and grubbing, trench protection, pipeline installation, manhole construction, lateral construction, connections, backfill, compaction, testing, street restoration, and clean-up.

*Task 4.2.1 Mobilization and Site Preparation:*

This task will involve equipment delivery, SWPPP BMP installation, potholing, pavement grind and disposal, traffic control, and potentially some clearing and grubbing at lateral connections.

*Task 4.2.2 Project Construction:*

Project construction includes installing approximately: 18,500 lineal feet of an 8-inch vitrified clay pipe (VCP) sewer, 15,200 lineal feet of 4-inch VCP sewer laterals, 70 manholes, and all applicable appurtenances. This task includes traffic control, BMP management, pavement removal (approximately 643,000 square-feet), trenching, shoring, bedding, pipe installation, manhole installation, lateral construction, backfilling, compaction, connections, pavement restoration, striping, and clean-up. The contractor will return construction and staging areas to as reasonable as possible to original or improved conditions as a result of construction activities, including newly paved streets.

*Task 4.2.3 Performance Testing and Demobilization:*

Performance testing shall be per MSWD Developer/Contractors Guidelines Handbook and per the project plans and specifications. Inspection and testing are required by the project specifications. Testing includes air pressure testing of the sewer lines and backfill compaction testing. Demobilization includes surplus materials and equipment removal.

*Task 4.2 Deliverables:*

- Performance testing results
- Photographic documentation
- Engineers Certification

**Task 4.3: Construction Administration**

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full time 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.

*Task 4.3 Deliverables:*

- Notice of Completion

**Task 4.4: Environmental Compliance/Mitigation/Enhancement**

No environmental compliance or mitigation deliverables are included in this work plan. The completed CEQA/NEPA documentation outlined a Mitigation Monitoring and Reporting Plan (MMRP) that demonstrates mitigation measures required for CEQA compliance were completed in 1998. The MMRP will be in effect during the construction phase of this project.

## **Project 5: San Antonio del Desierto DAC Sewer Extension Project**

### **Implementing Agency: Pueblo Unido Community Development Corporation**

This Project will install gravity sewer pipeline, lift station, and sewer force main pipeline that will collect wastewater from the St. Anthony Mobile Home Park and the much smaller Huerta Mobile Home Park which is adjacent to the force main alignment. The Project will provide reliable sewer service to the residents and convey the wastewater to CVWD's Water Reclamation Plant No. 4 (WRP-4). This project will allow for the elimination of the existing septic system, which consists of leaky septic tanks and open lagoons that are located adjacent to open drainage ditches and pose a public health hazard to both shallow groundwater and surface water.

#### **Task 1: Direct Project Administration – Budget Category (a)**

##### **Task 1.1: Project Management**

This task consists of project administration responsibilities associated with the San Antonio del Desierto DAC Sewer Extension Project, including managing vendor contracts, program customers, and other cost commitments, as applicable. This task also includes grant management activities, which includes providing the Grantee with backup documentation for invoices and progress reports, preparing project completion reports, and providing other supporting documentation required for this grant agreement (e.g., Environmental Information Form, financial statements, etc.).

##### *Task 1.1 Deliverables:*

- Environmental Information Form (EIF)
- Financial statements
- Supporting documentation for invoices and progress reports
- Draft and Final Project Completion Report

##### **Task 1.2: Labor Compliance Program**

Perform labor compliance in accordance with the requirements of California Labor Code §1771.5(b).

##### *Task 1.2 Deliverables:*

- Proof of labor compliance upon request

#### **Task 2: Land Purchase/ Easement – Budget Category (b)**

The land for this lift station must be purchased. The project sponsor will be responsible for all land purchases and then will deed the property over to CVWD for operation and maintenance of the lift station. The project sponsor is seeking reimbursement for the purchase cost.

##### *Task 2 Deliverables:*

- Documentation supporting property value
- Final recorded deed, title report, etc.

#### **Task 3: Planning/ Design/ Engineering/ Environmental Documentation – Budget Category (c)**

##### **Task 3.1: Project Design**

Complete the Preliminary Engineering Report for the San Antonio del Desierto DAC Sewer Extension Project, manage the preparation of geotechnical investigations and final design for the sewer extension and complete final design and specifications.

##### *Task 3.1 Deliverables:*

- Preliminary Engineering Report
- Engineering, Surveying, Geotechnical Investigations
- Final Design and Specifications

##### **Task 3.3: Environmental Documentation**

A mitigated negative declaration is anticipated for this project. PUCDC will work with CVWD to prepare and adopt the necessary CEQA findings.

*Task 3.3 Deliverables:*

- All applicable CEQA/NEPA Documentation

**Task 3.4: Permitting**

Secure all necessary permits for construction of the project including encroachment permits with the County of Riverside.

*Task 3.4 Deliverables:*

- Copies of all required permits

**Task 3.5: Project Monitoring Plan**

Develop and submit an Environmental and Cultural Project Monitoring Plan. Along with the Project Performance Measures Table requirements outlined in the Proposition 84 Round 2 Implementation Grants Proposal Solicitation Package, the Project Monitoring Plan will include baseline conditions, a brief discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points.

*Task 3.5 Deliverables:*

- Project Monitoring Plan

**Task 4: Construction/ Implementation – Budget Category (d)**

**Task 4.1: Construction Contracting**

Once final construction plans are approved, CVWD will be the lead agency in preparing bid documents to retain construction contractors.

*Task 4.1 Deliverables:*

- Bid summary
- Notice to Proceed

**Task 4.2: Construction**

The Project will install a gravity sewer pipeline, lift station, and a sewer force main pipeline that will collect wastewater from the St. Anthony Mobile Home Park and the smaller Huerta Mobile Home Park. The project will provide sewer service to the residents and convey the wastewater to the CVWD WRP-4.

*Mobilization and Site Preparation:*

This task will involve mobilization as necessary for pipeline installation. Mobilization includes engineering and construction staking, as well as mobilization and site preparation for the project area that will include the sewer force main, the sewer gravity pipeline, and the sewer lift station.

*Project Construction:*

This task will include construction of the following facilities:

- Installation of approximately 2,200 feet of 10-inch gravity sewer pipeline, beginning at the St. Anthony Mobile Home Park and Lincoln Street, extending southerly to the intersection of Avenue 68, and connecting to the proposed lift station that will be located at the corner of Avenue 68 and Lincoln Street
- Construct a sewer lift station located at the corner of Avenue 68 and Lincoln Street
- Installation of approximately 5,000 feet of a 6-inch sewer force main from the proposed lift station at the intersection of Avenue 68 and Lincoln Street to CVWD's existing 18-inch force main at the intersection of Avenue 66 and Lincoln Street
- Temporary building and site fencing

*Performance Testing and Demobilization:*

Performance testing of the new sewer line and lift station, along with payment of the CVWD connection fee for the mobile home park that is required to make the new sewer extension operational.

*Task 4.2 Deliverables:*

- Performance testing results
- Photographic documentation
- Engineers Certification

**Task 4.3: Construction Administration**

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full time 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.

*Task 4.3 Deliverable:*

- Notice of Completion

## **Project 6: Torres-Martinez Avenue 64 Water Supply Connection Project**

### **Implementing Agency: Torres Martinez Desert Cahuilla Indian Tribe**

The Project will complete final design and engineering for a future connection between the existing Torres-Martinez Avenue 64 tribal water system and the CVWD regional water system. This will allow for future construction that would eliminate use of the Tribe's well system and allow for the abandonment of this aging infrastructure, thereby protecting human health and the groundwater basin.

#### **Task 1: Direct Project Administration – Budget Category (a)**

##### **Task 1.1: Project Management**

This task consists of project administration responsibilities associated with the Torres-Martinez Avenue 64 Water Supply connection Project, including managing vendor contracts, program customers, and other cost commitments, as applicable. This task also includes grant management activities, which includes providing the Grantee with backup documentation for invoices and progress reports, preparing project completion reports, and providing other supporting documentation required for this grant agreement (e.g., Environmental Information Form, financial statements, etc.).

##### *Task 1.1 Deliverables:*

- Environmental Information Form (EIF)
- Financial statements
- Supporting documentation for invoices and progress reports
- Draft and Final Project Completion Report

##### **Task 1.2: Labor Compliance Program**

Perform labor compliance in accordance with the requirements of California Labor Code §1771.5(b).

##### *Task 1.2 Deliverables:*

- Proof of labor compliance upon request only if reimbursement is required.

#### **Task 2: Land Purchase/ Easement – Budget Category (b)**

A land purchase easement is not required for implementation of this project.

#### **Task 3: Planning/ Design/ Engineering/ Environmental Documentation – Budget Category (c)**

##### **Task 3.1: Assessment and Evaluation**

A *Preliminary Engineering Report*, prepared by Indian Health Services (IHS), was completed for the Torres-Martinez Avenue 64 Water Supply Connection Project in June 2012. Aerial mapping and geotechnical studies have also been completed via funding through a USEPA planning grant. The total cost for assessment and evaluation activities is \$23,850, all of which are being provided as funding match.

##### *Task 3.1 Deliverables:*

- Final aerial maps of the project area
- Final Preliminary Engineering Report from IHS
- Final Geotechnical Study

##### **Task 3.2: Project Design**

Project design will require solicitation of engineering consultants, review of their qualifications and proposals, and selection and contracting. The selected design consultant will be responsible for delivery of 30, 60, 90, and 100% design plans and specifications for construction. Design plans and specifications must adhere to CVWD design requirements and therefore will require review and approval by CVWD.

##### *Task 3.2 Deliverables:*

- 30% Design Plans
- 60% Design Plans

- 90% Design Plans and Specifications
- 100% Design Plans and Specifications
- Final Design Plans – these will be provided in the event that CVWD modifies the 100% Design Plans and Specifications

**Task 3.3: Environmental Documentation**

Torres-Martinez DCI is currently in the process of completing the Biological and Cultural/Archaeological surveys and reports, records research, consultation with the State Historic Preservation Office, impact/mitigation determinations, and other tasks to ensure that the project will be in compliance with applicable provisions of the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA). Given that the Torres-Martinez DCI is a Native American tribe, CVWD will serve as the lead agency for CEQA-related requirements.

*Task 3.3 Deliverables:*

- Final CEQA Documentation – including applicable surveys and reports such as those pertaining to biological and cultural resources, and a final mitigation and monitoring plan
- Final NEPA Documentation– including applicable surveys and reports such as those pertaining to biological and cultural resources, and a final mitigation and monitoring plan

**Task 3.4: Permitting**

A county right-of-way permit may be required for the project. It is anticipated that water main will be located on the west side of Monroe Street in the Riverside County Roads right-of-way.

*Task 3.4 Deliverable:*

- Copies of the final right-of-way permit and any other necessary permits.

Coachella Valley IRWM Implementation– Round 2					
Individual Project Title	(a)	(b)	(c)	(d)	(e)
	Grant Amount	Non-State Share* (Funding Match)	Additional Cost Share Source*	Total Cost	% Funding Match
Project 1: Grant Administration	\$50,000	\$0	\$0	\$50,000	0%
Project 2: Non-Potable Water Use Expansion Program	\$1,950,000	\$1,080,478	0	\$3,030,478	36%
Project 3: Coachella Valley Salt and Nutrient Management Program	\$500,000	\$177,540	\$0	\$677,540	26%
* Project 4: Groundwater Quality Protection Program – Subarea D2	\$1,845,000	\$1,083,438	\$897,514	\$3,825,952	28%
* Project 5: San Antonio del Desierto DAC Sewer Extension Project	\$740,000	\$489,612	\$500,000	\$1,729,612	28%
* Project 6: Torres-Martinez Avenue 64 Water Supply Connection Project	\$155,000	\$66,715	\$16,554	\$238,269	28%
<b>Grand Total</b>	<b>\$5,240,000</b>	<b>\$2,897,783</b>	<b>\$1,414,068</b>	<b>\$9,551,851</b>	<b>30%</b>

\* Disadvantage Community (DAC) project.

Project #1 – Grant Administration					
		(a)	(b)	(c)	(d)
	Category	Grant Amount	Non-State Share (Funding Match)	Additional Cost Share	Total
(a)	Direct Project Administration	\$50,000	\$0	\$0	\$50,000
(b)	Land Purchase/ Easement	\$0	\$0	\$0	\$0
(c)	Planning/ Design/ Engineering/ Environmental Documentation	\$0	\$0	\$0	\$0
(d)	Implementation	\$0	\$0	\$0	\$0
(e)	<b>Grand Total</b>	<b>\$50,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$50,000</b>

Project #2 – Non-Potable Water Use Expansion Program					
		(a)	(b)	(c)	(d)
	Category	Grant Amount	Non-State Share* (Funding Match)	Additional Cost Share	Total
(a)	Direct Project Administration	\$0	\$0	\$0	\$0
(b)	Land Purchase/ Easement	\$0	\$0	\$0	\$0
(c)	Planning/ Design/ Engineering/ Environmental Documentation	\$0	\$234,944	\$0	\$234,944
(d)	Implementation	\$1,950,000	\$845,534	\$0	\$2,795,534
(e)	<b>Grand Total</b>	<b>\$1,950,000</b>	<b>\$1,080,478</b>	<b>\$0</b>	<b>\$3,030,478</b>

\* Sources of funding: The non-state funding match will be provided by the conservation budgets of the operating funds of the individual partner agencies.

Project #3 – Coachella Valley Salt and Nutrient Management Program					
		(a)	(b)	(c)	(d)
	Category	Grant Amount	Non-State Share* (Funding Match)	Additional Cost Share	Total
(a)	Direct Project Administration	\$0	\$0	\$0	\$0
(b)	Land Purchase/ Easement	\$0	\$0	\$0	\$
(c)	Planning/ Design/ Engineering/ Environmental Documentation	\$500,000	\$177,540	\$0	\$677,540
(d)	Implementation	\$0	\$0	\$0	\$0
(e)	<b>Grand Total</b>	<b>\$500,000</b>	<b>\$177,540</b>	<b>\$0</b>	<b>\$677,540</b>

\* Sources of funding: The non-state funding match will include in-kind staff labor from the five CVRWGM agencies.

Project #4 – Groundwater Quality Protection Program - Subarea D2 (DAC Project)				
	(a)	(b)	(c)	(d)
Category	Grant Amount	Non-State Share* (Funding Match)	Additional Cost Share	Total
(a) Direct Project Administration	\$41,545	\$41,545	\$0	\$83,090
(b) Land Purchase/Easement	\$0	\$0	\$0	\$0
(c) Planning/Design/Engineering/ Environmental Documentation	\$0	\$7,680	\$0	\$7,680
(d) Implementation	\$1,803,455	\$1,034,213	\$897,514	\$3,735,182
(i) Grand Total	\$1,845,000	\$1,083,438	\$897,514	\$3,825,952

*\* Sources of funding: The non-state funding match will include funds from MSWD Assessment District No. 12 bonds and MSWD Capital Improvement Project (CIP) fund.*

Project #5 – San Antonio del Desierto DAC Sewer Extension Project (DAC Project)				
	(a)	(b)	(c)	(d)
Category	Grant Amount	Non-State Share* (Funding Match)	Additional Cost Share	Total
(a) Direct Project Administration	\$50,000	\$30,000	\$0	\$80,000
(b) Land Purchase/Easement	\$10,000	\$0	\$0	\$10,000
(c) Planning/Design/Engineering/ Environmental Documentation	\$400,000	\$20,000	\$0	\$420,000
(d) Construction/Implementation	\$280,000	\$439,612	\$500,000	\$1,219,612
(e) Grand Total	\$740,000	\$489,612	\$500,000	\$1,729,612

*\* Sources of funding: The non-state funding match will be provided through in-kind staff labor from PUCDC for administration, PUCDC operating budget for contract engineering, and a USDA Rural Development grant for construction.*

Project #6 – Torres-Martinez Avenue 64 Water Supply Connection Project (DAC Project)				
	(a)	(b)	(c)	(d)
Category	Grant Amount	Non-State Share* (Funding Match)	Additional Cost Share	Total
(a) Direct Project Administration	\$19,200	\$15,219	\$0	\$34,419
(b) Land Purchase/ Easement	\$0	\$0	\$0	\$0
(c) Planning / Design/ Engineering/ Environmental Documentation	\$135,800	\$51,496	\$16,554	\$203,850
(d) Implementation	\$0	\$0	\$0	\$0
(e) Grand Total	\$155,000	\$66,715	\$16,554	\$238,269

*\* Sources of funding: The non-state funding match will be provided through a USEPA planning grant and IHS in-kind design/engineering services.*

**EXHIBIT C  
SCHEDULE**

<b>Project 1: Grant Administration</b>			
<b>Task 1</b>	<b>Direct Project Administration</b>	<b>Jan 2012</b>	<b>Jan 2018</b>
Task 1.1:	Contract Administration <i>Deliverable: Executed Grant Agreement</i>	Jan 2012	Jan 2018
Task 1.2:	Invoicing <i>Deliverables: Invoices and associated backup documentation</i>	Jan 2014	Jan 2018
Task 1.3:	Reporting Quarterly Reports and Project Completion Report <i>Deliverables: Quarterly Progress Reports and the Draft and Final Project Completion Report</i>	Jan 2014	Jan 2018

<b>Project 2: Non-potable Water Use Expansion Program</b>			
		<b>START</b>	<b>END</b>
<b>Task 1</b>	<b>Direct Project Administration</b>	<b>Feb 2014</b>	<b>Jan 2018</b>
Task 1.1:	Project Management <i>Deliverables: Environmental Information Form, Financial Statement, Invoices, Reports, and Back-up Docs.</i>	Oct 2013	Jan 2018
Task 1.2:	Labor Compliance Program <i>Deliverable: Proof of Labor Compliance upon request</i>	Oct 2013	Jan 2018
<b>Task 2</b>	<b>Land Purchase/Easement</b>	<b>Feb 2014</b>	<b>Mar 2017</b>
Task 2.1:	Land Acquisition <i>Deliverables: Documentation supporting property value, final recorded deed, title report, etc.</i>	Oct 2013	Mar 2017
<b>Task 3</b>	<b>Planning/Design/Engineering/Environmental Documentation</b>	<b>Feb 2014</b>	<b>June 2017</b>
Task 3.1:	Project Design <i>Deliverable: Final Plans and Specifications</i>	Feb 2014	June 2017
Task 3.2:	Environmental Documentation <i>Deliverable: Completed CEQA documentation</i>	Feb 2014	Oct 2017
Task 3.3:	Permitting <i>Deliverable: Copies of all permits</i>	Feb 2014	June 2017
Task 3.4:	Project Monitoring Plan <i>Deliverable: Project Monitoring Plan</i>	Feb 2014	Oct 2017
Task 3.5:	Environmental Compliance / Mitigation / Enhancement <i>Deliverable: None?</i>	Feb 2014	June 2017
<b>Task 4</b>	<b>Construction/ Implementation</b>	<b>Feb 2014</b>	<b>Dec 2017</b>
Task 4.1:	Construction Contracting <i>Deliverables: Bid results summary and Notice of Award</i>	Feb 2014	Mar 2017
<b>Task 4.2:</b>	<b>Construction</b> <i>Deliverable: Photographic documentation and Engineer's Certification</i>	<b>Nov 2014</b>	<b>Sept 2017</b>
Task 4.3:	Construction Administration <i>Deliverable: Notice of Completion</i>	Nov 2014	Sept 2017
Subtask 4.5.2:	Surveys and Mitigation Measures <i>Deliverable: Survey results, pre and post mitigation photos, and Oak Conservation Fund documentation (if necessary)</i>	Feb 2014	Oct 2017
Task 4.6:	Construction Administration <i>Deliverable: Notice of Completion</i>	Feb 2014	Dec 2017

<b>Project 3: Salt and Nutrient Management Program</b>		START	END
<b>Task 1</b>	<b>Direct Project Administration</b>	<b>Oct 2013</b>	<b>Dec 2015</b>
Task 1.1:	Project Management <i>Deliverables: Environmental Information Form, Financial Statement, Invoices, Reports, and Back-up Docs.</i>	Oct 2013	Dec 2015
Task 1.2:	Labor Compliance Program <i>Deliverable: Proof of Labor Compliance upon request</i>	Oct 2013	Dec 2015
<b>Task 2</b>	<b>Land Purchase/Easement</b>	<b>N/A</b>	<b>N/A</b>
Task 2.1:	Land Acquisition <i>Deliverables: None</i>	N/A	N/A
<b>Task 3</b>	<b>Planning/Design/Engineering/Environmental Documentation</b>	<b>Oct 2013</b>	<b>Dec 2015</b>
Task 3.1:	Establish Collaborative Process <i>Deliverable: Copies of all announcements and meeting materials</i>	Oct 2013	Dec 2015
Task 3.2:	Conduct Basin Characterization <i>Deliverable: Copies of all GIS maps and Basin Characterization Technical Memorandum</i>	Oct 2013	Jan 2014
Task 3.3:	Identify Salt / Nutrient Loading and Trends <i>Deliverables: Salt and nutrient source location and loads maps and Salt / Nutrient Loading &amp; Trends TM</i>	Jan 2014	Apr 2014
Task 3.4:	Identify Water Management Goals and Potential Strategies <i>Deliverable: SNMP Goals and Management Strategies Technical Memorandum</i>	Apr 2014	June 2014
Task 3.5:	Conduct Anti-Degradation Process <i>Deliverables: Technical Memorandums</i>	June 2014	Sept 2014
Task 3.6:	Finalize Phase 2 SNMP <i>Deliverables: TMs, SNMP Implementation Plan, Monitoring Plan, SNMP Audit, and Final SNMP</i>	Sept 2014	Oct 2015

<b>Project 4: Groundwater Quality Protection Program – Subarea D2</b>		START	END
<b>Task 1</b>	<b>Direct Project Administration</b>	<b>June 2014</b>	<b>Jan 2016</b>
Task 1.1:	Project Management <i>Deliverables: Environmental Information Form, Financial Statement, Invoices, Reports, and Back-up Docs.</i>	June 2014	Jan 2016
Task 1.2:	Labor Compliance Program <i>Deliverable: Proof of Labor Compliance upon request</i>	Jan 2015	Jan 2016
<b>Task 2</b>	<b>Land Purchase/Easement</b>	<b>N/A</b>	<b>N/A</b>
Task 2.1:	Land Acquisition <i>Deliverables: None</i>	N/A	N/A
<b>Task 3</b>	<b>Planning/Design/Engineering/Environmental Documentation</b>	<b>Feb 2013</b>	<b>Mar 2015</b>
Task 3.1:	Assessment and Evaluation <i>Deliverable: None</i>	Feb 2013	Sept 2014
Task 3.2:	Final Design <i>Deliverables: Final Plans and Specifications</i>	Sept 2014	Nov 2014
Task 3.3:	Environmental Documentation <i>Deliverables: CEQA/NEPA Documentation, Proof of MMRP compliance</i>	Sept 2014	Nov 2014
Task 3.4:	Permitting <i>Deliverables: Copies of all Permits</i>	Dec 2014	Mar 2015
Task 3.5:	Project Monitoring Plan <i>Deliverable: Project Monitoring Plan</i>	Jan 2015	Mar 2015
<b>Task 4</b>	<b>Construction/ Implementation</b>	<b>Jan 2015</b>	<b>Dec 2015</b>
Task 4.1:	Construction Contracting <i>Deliverables: Bid results summary and Notice of Award</i>	Nov 2014	Dec 2014
<b>Task 4.2:</b>	<b>Construction</b>	<b>Feb 2015</b>	<b>Dec 2015</b>
	<i>Deliverables: Performance Testing results, Photographic documentation and Engineer's Certification</i>		
Subtask 4.2.1:	Mobilization and Site Preparation	Mar 2015	Apr 2015
Subtask 4.2.2:	Project Construction	Apr 2015	Oct 2015
Subtask 4.2.3:	Performance Testing and Demobilization	Oct 2015	Dec 2015
Task 4.3:	Construction Administration <i>Deliverable: Notice of Completion</i>	Mar 2015	Dec 2015
Task 4.4:	Environmental Compliance/Mitigation/Enhancement <i>Deliverable: None</i>	Mar 2015	Dec 2015

<b>Project 5: San Antonio del Desierto DAC Sewer Extension Project</b>			
		START	END
<b>Task 1</b>	<b>Direct Project Administration</b>	<b>Feb 2014</b>	<b>Apr 2017</b>
Task 1.1:	Project Management <i>Deliverables: Environmental Information Form, Financial Statement, Invoices, Reports, and Back-up Docs.</i>	Feb 2014	Apr 2017
Task 1.2:	Labor Compliance Program <i>Deliverable: Proof of Labor Compliance upon request</i>	Feb 2014	Apr 2017
<b>Task 2</b>	<b>Land Purchase/Easement</b>	<b>N/A</b>	<b>N/A</b>
Task 2.1:	Land Acquisition <i>Deliverables: None</i>	N/A	N/A
<b>Task 3</b>	<b>Planning/Design/Engineering/Environmental Documentation</b>	<b>Jan 2013</b>	<b>Nov 2016</b>
Task 3.1:	Project Design <i>Deliverable: Preliminary Engineering Report, Geotechnical Investigations, and Final Design &amp; Specifications</i>	Jan 2013	Mar 2015
Task 3.2:	Environmental Documentation <i>Deliverables: CEQA/NEPA Documentation</i>	Feb 2014	Sept 2014
Task 3.3:	Permitting <i>Deliverables: Copies of all required permits</i>	Dec 2014	May 2014
Task 3.4:	Project Monitoring Plan <i>Deliverables: Project Monitoring Plan</i>	Feb 2014	Nov 2016
<b>Task 4</b>	<b>Construction/ Implementation</b>	<b>Mar 2015</b>	<b>Dec 2016</b>
Task 4.1:	Construction Contracting <i>Deliverables: Bid results summary and Notice of Award</i>	Mar 2015	Dec 2016
<b>Task 4.2:</b>	<b>Construction</b> <i>Deliverables: Performance Testing results, Photographic documentation and Engineer's Certification</i>	<b>Dec 2015</b>	<b>Dec 2016</b>
Task 4.3:	Construction Administration <i>Deliverable: Notice of Completion</i>	Dec 2015	Dec 2016

<b>Project 6: Torres-Martinez Avenue 64 Water Supply Connection Project</b>			
		START	END
<b>Task 1</b>	<b>Direct Project Administration</b>	<b>Feb 2014</b>	<b>Oct 2015</b>
Task 1.1:	Project Management <i>Deliverables: Environmental Information Form, Financial Statement, Invoices, Reports, and Backup Docs.</i>	Feb 2014	Oct 2015
Task 1.2:	Labor Compliance Program <i>Deliverable: Proof of Labor Compliance upon request</i>	Feb 2014	Oct 2015
<b>Task 2</b>	<b>Land Purchase/Easement</b>	<b>N/A</b>	<b>N/A</b>
Task 2.1:	Land Acquisition <i>Deliverables: None</i>	N/A	N/A
<b>Task 3</b>	<b>Planning/Design/Engineering/Environmental Documentation</b>	<b>Jan 2011</b>	<b>Oct 2015</b>
Task 3.1:	Assessment and Evaluation <i>Deliverables: Final aerial maps of the project area, Final Preliminary Engineering Report from IHS, Final Geotechnical Study</i>	Jan 2012	Oct 2015
Task 3.2:	Project Design <i>Deliverables: Final Plans and Specifications</i>	Jan 2014	Oct 2015
Task 3.3:	Environmental Documentation <i>Deliverables: Completed CEQA/NEQADocum entation</i>	Apr 2012	Oct 2015
Task 3.4:	Permitting <i>Deliverables: Riverside County Roads Permit</i>	Jan 2011	Oct 2015

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

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

- a) **Separate Accounting of Funding Disbursements 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) **Disposition of Money Disbursed:** All money disbursed pursuant to this Grant Agreement shall be deposited, administered, and accounted for pursuant to the provisions of applicable law.
- d) **Remittance of Unexpended Funds:** Grantee shall remit to State any unexpended funds that were disbursed to Grantee under this Grant Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant Agreement, whichever comes first.

**D.2) ACKNOWLEDGEMENT OF CREDIT:** Grantee shall include appropriate acknowledgement of credit to the State and to all cost-sharing partners for their support when promoting the Projects or using any data and/or information developed under this Grant Agreement. During construction of each project, Grantee shall install a sign at a prominent location, which shall include a statement that the project is financed under the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, administered by State of California, Department of Water Resources. Grantee shall notify State that the sign has been erected by providing them with a site map with the sign location noted and a photograph of the sign.

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

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

**D.5) AMERICANS WITH DISABILITIES ACT:** By signing this Grant Agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C., 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

**D.6) APPROVAL:** This Agreement is of no force or effect until signed by all parties to the agreement. Grantee may not submit invoices or receive payment until all required signatures have been obtained.

**D.7) AUDITS:** State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of Projects, with the costs of such audit borne by State. After completion of the Projects, State may require Grantee to conduct a final audit to State's specifications,

at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant, Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may elect to pursue any remedies provided in Paragraph 14 or take any other action it deems necessary to protect its interests.

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 years after final payment under this Grant Agreement with respect to all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after project completion or final billing, whichever comes later.

- D.8) BUDGET CONTINGENCY:** If the Budget Act of the current year covered under this Grant Agreement does not appropriate sufficient funds for the Proposition 84 Implementation Grant Program, this Grant Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Grant Agreement. In this event, State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement. Nothing in this Grant Agreement shall be construed to provide Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant Agreement is reduced or deleted by the Budget Act for purposes of this program, State shall have the option to either cancel this Grant Agreement with no liability occurring to State, or offer a Grant Agreement amendment to Grantee to reflect the reduced amount.
- D.9) CALIFORNIA CONSERVATION CORPS:** As required in Water Code section 79038(b), Grantee shall examine the feasibility of using the California Conservation Corps or community conservation corps to accomplish the habitat restoration, enhancement and protection activities listed in the Exhibit A, Work Plan, and shall use the services of one of these organizations whenever feasible.
- D.10) CEQA:** Activities funded under this Grant Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA) (Public Resources Code §21000 et seq.). Information on CEQA may be found at the following links:  
Environmental Information: <http://ceres.ca.gov/ceqa/>  
California State Clearinghouse Handbook: <http://ceres.ca.gov/planning/sch/>
- D.11) CHILD SUPPORT COMPLIANCE ACT:** For any Grant Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:
- a) The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
  - b) The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.12) CLAIMS DISPUTE:** Any claim that the Grantee may have regarding performance of this agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the State's Project Manager, within thirty (30) days of the Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
- D.13) COMPETITIVE BIDDING AND PROCUREMENTS:** Grantee shall comply with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations in Grantee's contracts with other entities for acquisition of goods and services and construction of public works with funds provided by State under this Grant Agreement.

- D.14) COMPUTER SOFTWARE:** Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.15) CONFLICT OF INTEREST:** All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code, 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, Cal. Gov't Code § 87100 et seq.
  - d) **Employees and Consultants to the Grantee:** Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.16) DELIVERY OF INFORMATION, REPORTS, AND DATA:** Grantee agrees to expeditiously provide throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by State.
- D.17) DISPOSITION OF EQUIPMENT:** Grantee shall provide to State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.
- D.18) DRUG-FREE WORKPLACE CERTIFICATION:** Certification of Compliance: By signing this Grant Agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:
- a) Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code Section 8355(a)(1).

- b) Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:
  - i) The dangers of drug abuse in the workplace.
  - ii) Grantee's policy of maintaining a drug-free workplace,
  - iii) Any available counseling, rehabilitation, and employee assistance programs, and
  - iv) Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- c) Provide, as required by Government Code Sections 8355(a)(3), that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
  - i) Will receive a copy of Grantee's drug-free policy statement, and
  - ii) Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.

- D.19) FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL:** Upon completion of the Project, Grantee shall provide for a final inspection and certification by the appropriate registered professional (California Registered Civil Engineer or Geologist) that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement. Grantee shall notify the State's Project Manager of the inspection date at least 14 calendar days prior to the inspection in order to provide State the opportunity to participate in the inspection.
- D.20) GRANTEE COMMITMENTS:** Grantee accepts and agrees to comply with all terms, provisions, conditions and commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
- D.21) GRANTEE NAME CHANGE:** Approval of the State's Program Manager is required to change the Grantee's name as listed on this Grant Agreement. Upon receipt of legal documentation of the name change the State will process an amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
- D.22) GOVERNING LAW:** This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.23) INDEMNIFICATION:** Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Projects and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insured on their liability insurance for activities undertaken pursuant to this Agreement.
- D.24) INDEPENDENT CAPACITY:** Grantee, and the agents and employees of Grantees, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.25) INSPECTION OF BOOKS, RECORDS, AND REPORTS:** During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.
- D.26) INSPECTIONS OF PROJECT BY STATE:** State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any

subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with State.

- D.27) INVOICE DISPUTES:** In the event of an invoice dispute, payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided may result in return of the invoice to the Grantee. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. Any claim that Grantee may have regarding the performance of this Grant Agreement including, but not limited to claims for additional compensation or extension of time, shall be submitted to the DWR Project Manager, within thirty (30) calendar days of Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to the Grant Agreement to implement the terms of any such resolution.
- D.28) LABOR CODE COMPLIANCE:** The Grantee will be required to keep informed of and take all measures necessary to ensure compliance with applicable 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 and funded pursuant to these Guidelines, including any payments to the Department of Industrial Relations under Labor Code Section 1771.3.
- D.29) 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 Exhibit A 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 each 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 Project Manager in writing.
- D.30) NONDISCRIMINATION:** During the performance of this Grant Agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medial and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12990 (a-f) *et seq.*) and the applicable regulations promulgated there under (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 Agreement by reference and made a part hereof as if set forth in full. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.
- D.31) NO DISCRIMINATION AGAINST DOMESTIC PARTNERS:** For contracts over \$100,000 executed or amended after January 1, 2007, the Grantee certifies by signing this Grant Agreement, under penalty of perjury under the laws of State of California that Grantee is in compliance with Public Contract Code section 10295.3.
- D.32) 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.33) PERFORMANCE AND ASSURANCES:** Grantee agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in Exhibit A, "Work Plan" and to apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law.
- D.34) 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 Pub. Contract Code §10353.
- D.35) PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Projects, or with Grantee's service of water, without prior permission of State. Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee to meet its obligations under this Grant Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.
- D.36) 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.37) RETENTION:** Notwithstanding any other provision of this Grant Agreement, State shall, for each project, withhold five percent (5.0%) until January 1, 2016 and ten percent (10.0%), thereafter, of the funds requested by Grantee for reimbursement of Eligible Costs. Each project in this Grant Agreement will be eligible to release its respective retention when that project is completed and Grantee has met requirements of Paragraph 19, "Submissions of Reports" as follows: At such time as the "Project Completion Report" required under Paragraph 19 is submitted to and approved by State, State shall disburse the retained funds as to that project to Grantee, 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 "Grant Completion Report" is submitted to and approved by State.
- D.38) 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., Cal. Gov't 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.39) 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.40) STATE REVIEWS:** The parties agree that review or approval of projects applications, documents, permits, plans, and specifications or other project information by the State is for administrative purposes only and does not relieve the Grantee of their responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the projects .
- D.41) SUSPENSION OF PAYMENTS:** This Grant Agreement may be subject to suspension of payments or termination, or both, and Grantee may be subject to debarment if the State determines that:
- a) Grantee, its contractors, or subcontractors have made a false certification, or
  - b) Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant Agreement.

- D.42) 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.43) 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.44) TERMINATION FOR CAUSE:** Subject to the right to cure under Paragraph 14, 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 14.
- D.45) 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.46) 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.47) TIMELINESS:** Time is of the essence in this Grant Agreement.
- D.48) TRAVEL:** Grantee agrees that travel and per diem costs shall NOT be eligible for reimbursement with State funds, and shall NOT be eligible for computing Grantee cost match. Travel includes the costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Grant 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.
- D.50) WORKERS' COMPENSATION:** Grantee affirms that it is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Grant Agreement and will make its contractors and subcontractors aware of this provision.

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

Appendix 1-1: CVWD Resolution 2013-14  
**RESOLUTION OF THE BOARD OF DIRECTORS OF  
COACHELLA VALLEY WATER DISTRICT**

**RESOLUTION NO. 2013-14**

BE IT RESOLVED by the Board of Directors of the Coachella Valley Water District assembled in regular meeting this 22<sup>nd</sup> day of January, 2013, that it hereby authorizes an Application to the California Department of Water Resources to Obtain Integrated Regional Water Management Implementation Grants pursuant to the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Public Resources Code Section 75001 *et seq.*), and enter into an Agreement to Receive Grants for the  
Coachella Valley Integrated  
Regional Water Management Plan; and

BE IT FURTHER RESOLVED that it hereby authorizes the Acting General Manager to amend the Consulting Contract with RMC Water and Environmental for Preparation of a Proposition 84, Round 2 Integrated Regional Water Management Implementation Grant, and authorize this District's portion of the application preparation cost in the amount of \$35,275; and

BE IT FURTHER RESOLVED that it hereby authorizes the Acting General Manager to direct staff to prepare necessary data, conduct investigations, file applications, and execute grant agreements with the California Department of Water Resources in association with this application process; and

BE IT FINALLY RESOLVED that this Board resolution authorizes a total of \$35,275.

\* \* \* \* \*

STATE OF CALIFORNIA )  
COACHELLA VALLEY WATER DISTRICT ) ss.  
OFFICE OF THE SECRETARY )

I, JULIA FERNANDEZ, Secretary of the Board of Directors of the Coachella Valley Water District, DO HEREBY CERTIFY that the foregoing is a full, true and correct copy of Resolution No. 2013-14 adopted by the Board of Directors of said District at a regular meeting thereof duly held and convened on the 22<sup>nd</sup> day of January, 2013, at which meeting a quorum of said Board was present and acting throughout. The Resolution was adopted by the following vote:

Ayes: Five  
Directors: Nelson, Powell, Pack, De Klotz, Livesay  
Noes: None

Dated this 22<sup>nd</sup> day of January, 2013.

(SEAL)

  
Board Secretary

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

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

Local Sponsor Agency Designations		
Sponsored Project	Sponsor Agency	Agency Address
Project 1 - Non-Potable Water Use Expansion Program	Coachella Valley Water District	P.O. Box 1058 Coachella, CA 92236
Project 2 - Coachella Valley Salt & Nutrient Management Program	Coachella Valley Water District	P.O. Box 1058 Coachella, CA 92236
Project 3 - Groundwater Quality Protection Program – Subarea D2	Mission Springs Water District	66575 2nd Street Desert Hot Springs, CA 92240
Project 4 - San Antonio del Desierto DAC Sewer Extension Project	Pueblo Unido Community Development Corporation	78-115 Calle Estado, Suite 204 La Quinta, CA 92253
Project 5 - Torres-Martinez Avenue 64 Water Supply Connection Project	Torres-Martinez Desert Cahuilla Indians	P.O. Box 1160, Thermal, California 92274

## **EXHIBIT G**

### **REPORT FORMATS AND REQUIREMENTS**

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

#### **PROGRESS REPORTS**

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information. For each project, describe the work performed including:

##### **Project Status**

Describe the work performed during the time period covered by the report, organized by Exhibit A, "Work Plan" tasks/subtasks/categories, including but not limited to:

- Updates on all ongoing tasks.
- Estimates of the percent (%) complete.
- Discussion of any project related work completed this reporting period.
- Milestones or deliverables completed/submitted.
- Impediments to completion of any task.
- Photos documenting progress.

##### **Cost Information**

For each project provide the following:

- A comparison of project task(s) percent complete with percent invoiced.
- A list of any changes approved to the budget in accordance with Grant Agreement and a revised budget, by task, if changed from latest budget in the Overall Work Plan.

##### **Schedule Information**

A list of any changes approved to the Schedule in accordance with Grant Agreement and a revised schedule, by task, if changed from latest reported schedule.

##### **Anticipated Activities Next Quarter**

Provide a description of anticipated activities for the next quarterly reporting period.

#### **PROJECT COMPLETION REPORT**

Project Completion Reports shall generally use the following format.

##### **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.
- Description of actual work completed and any deviations from Exhibit A. 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:

- Final Evaluation report
- Electronic copies of any data collected, not previously submitted
- As-built drawings
- Final geodetic survey information
- Self-Certification that the Project meets the stated goal of the Grant Agreement (e.g. 100-year level of flood protection, HMP standard, PI-84-99, etc.)

- Project photos
- Discussion of problems that occurred during the work and how those problems were resolved
- A final project schedule showing actual progress versus planned progress

#### **Costs and Dispositions of Funds**

A list of showing:

- The date each invoice was submitted to State
- The amount of the invoice
- The date the check was received
- The amount of the check (If a check has not been received for the final invoice, then state this in this section.)
- A summary of the payments made by the Grantee for meeting its cost sharing obligations under this Grant Agreement.
- A summary of final funds disbursement including:
  - Labor cost of personnel of agency/ major consultant /sub-consultants. Indicate personnel, hours, rates, type of profession and reason for consultant, i.e., design, CEQA work, etc.
  - Project cost information, shown by material, equipment, labor costs, and any change orders
  - Any other incurred cost detail
  - A statement verifying separate accounting of funding disbursements
- Summary of project cost including the following items:
  - Accounting of the cost of project expenditure;
  - Include all internal and external costs not previously disclosed; 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.
- A final project schedule showing actual progress verse planned progress as shown in Exhibit B.
- Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate) that the project was conducted in accordance with the approved work plan and any approved modifications thereto.
- Submittal schedule for the Post Performance Report and an outline of the proposed reporting format.

#### **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 in the IRWM Program funded by this Grant Agreement, and includes the following:

##### **Executive Summary**

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

##### **Reports and/or products**

- Summary of the regional priorities, objectives, and water management strategies of the IRWM Plan.
- Brief comparison of work proposed in the original Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 IRWM Implementation Grant application and actual work done.
- Brief description of the projects completed and how they will further the goals identified in the Agency's final approved IRWM Plan.
- Describe how the implemented projects will meet the regional priorities identified in the final approved IRWM Plan and how the projects contribute to regional integration.
- Identify remaining work and mechanism for their implementation.

- Identify any changes to the IRWM Plan as result of project implementation.
- Short description of the two year IRWM Plan update and the date when the updated Plan was submitted to DWR.
- If applicable, a short discussion on how the IRWM Plan will assist in reducing dependence on Delta water supplies.
- If applicable, a discussion of the critical water supply or water quality benefits to DAC as part of this Grant Agreement

**Cost & Disposition of Funds Information**

- A summary of final funds disbursement for each project.

**Additional Information**

- A final schedule showing individual project's actual progress duration verse planned progress.
- Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate) that the Program was conducted in accordance with the approved work plan and any approved modifications thereto. Discussion of the synergies of the completed projects, including the integration of project benefits and a comparison of actual benefits versus those discussed in the original proposal.
- Submittal schedule for the Post Performance Reports for each of the projects in this Grant Agreement.

**POST-PERFORMANCE REPORT**

Report should be concise, and focus on how (each/the) project is actually performing compared to its expected performance; whether the project is being operated and maintained, and providing intended benefits as proposed.

**Reports and/or products**

- Time period of the annual report (i.e., Oct 2014 through September 2015)
- Short project description
- Discussion of the project benefits
- An assessment of any explanations for any differences between the expected versus actual project benefits in meeting IRWM priorities as stated in the original IRWM Implementation Grant application. Where applicable, the reporting should include quantitative metrics, i.e., new acre-feet of water produced that year, acres of wildlife habitat added, etc.
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable
- Continued reporting on meeting the Output Indicators and Targets discussed in the Project Monitoring Plan discussed in Paragraph 21 of this Grant Agreement
- Any additional information relevant to or generated by the continued operation of the project

**EXHIBIT H**  
**REQUIREMENTS FOR STATEWIDE MONITORING AND DATA SUBMITTAL**

**Surface and Groundwater Quality Data**

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

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

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

**Groundwater Level Data**

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

**EXHIBIT I**  
**STATE AUDIT DOCUMENT REQUIREMENTS AND FUNDING MATCH GUIDELINES**  
**FOR GRANTEES**

**State Audit Document Requirements**

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

Internal Controls:

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

State Funding:

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

Contracts:

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

Invoices:

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

Cash Documents:

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

Accounting Records:

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

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

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

Project Files:

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

**Funding Match Guidelines**

Funding Match consists of non-State funds including in-kind services. In-kind services are defined as work performed or items contributed (i.e., dollar value of non-cash contributions) by the Grantee (and potentially other parties involved) directly related to the execution of Exhibit A "Work Plan" (examples: volunteer services, equipment use, and facilities). The cost of in-kind service can be counted as funding match in-lieu of actual funds (or revenue) provided by the Grantee. Other funding match and in-kind service eligibility conditions may apply. Provided below is guidance for documenting funding match 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 Grant Agreement Work Plan Exhibit A "Work Plan")
  - c. Name of contributing organization and date of contribution
  - d. Real or approximate value of contribution. Who valued the contribution and how the value was determined? (e.g., actual, appraisal, fair market value, etc.), Justification of rate. (See item #2, below)
  - e. For contributed labor, the person's name, the work performed, the number of hours contributed, and the pay rate applied
  - f. If multiple sources exist, these should be summarized on a table with summed charges
  - g. Source of contribution and whether 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 a 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. Funding match contribution (including in kind services) shall be for costs and services directly attributed to activities included in the Grant Agreement Work Plan. These services, furnished by professional and technical personnel, consultants, and other skilled and unskilled labor may be counted as in-kind if the activities are an integral and necessary part of the State funded Program/Project under the Grant Agreement.
4. Cash contributions made to a Program/Project shall be documented as revenue and in-kind services as expenditure. These costs should be tracked separately in the Grantee's accounting systems.

**EXHIBIT J**  
**PROJECT MONITORING PLAN COMPONENTS**

**Introduction**

- Goals and objectives of projects
- Site location and history
- Improvements implemented

**Project Monitoring Plan**

- Monitoring Metrics (ex: Plant establishment, bank erosion, hydraulic characteristics, habitat expansion)
- Maintenance Metrics (ex: irrigation, pest management, weed abatement, continuous invasive species removal until natives established)
- Special Environmental Considerations (e.g., resource agency requirements, permit requirements, CEQA/NEPA mitigation measures)
- Performance Measures, or success/failure criteria monitoring results measured against (ex: percent canopy cover after 1, 5, 10 years, water temperature decrease, site specific sediment scour or retention)
- Method of Reporting (ex: paper reports, online databases, public meetings)
- Frequency of Duration Monitoring and Reporting (daily, weekly, monthly, yearly)
- Frequency and Duration of Maintenance Activities
- Responsible Party (who is conducting monitoring and/or maintenance) Implementing responsibility (i.e., who is responsible for monitoring and maintenance)
- Adaptive Management Strategies (i.e., what happens when routine monitoring or maintenance encounters a problem)