

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES) AND
COACHELLA VALLEY WATER DISTRICT
AGREEMENT NUMBER 4600012245
2016 PROPOSITION 1 INTEGRATED REGIONAL WATER MANAGEMENT (IRWM) DISADVANTAGED
COMMUNITY INVOLVEMENT GRANT
CALIFORNIA WATER CODE § 79740 ET SEQ.**

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

1. PURPOSE. State shall provide funding from the Water Quality, Supply and Infrastructure Improvement Act of 2014 (Proposition 1) to Grantee to assist in financing projects associated with the Colorado River Funding Area pursuant to Chapter 7 (commencing with §79740) of Division 26.7 of the California Water Code, hereinafter collectively referred to as "IRWM Program." A "project" is defined as a group of activities as set forth in Exhibit A (Work Plan).
2. TERM OF GRANT AGREEMENT. The term of this Grant Agreement begins on the date this Grant Agreement is executed by State, and terminates on March 31, 2021 or when all of the Parties' obligations under this Grant Agreement are fully satisfied, whichever occurs earlier. Execution date is the date the State signs this Grant Agreement.
3. GRANT AMOUNT. The maximum amount payable by the State under this Grant Agreement shall not exceed \$2,636,488.
4. GRANTEE'S RESPONSIBILITY. Grantee and its representatives shall:
 - a) Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Exhibit B (Budget) and Exhibit C (Schedule).
 - b) Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for Water Quality, Supply and Infrastructure Improvement, Act of 2014 financing.
 - c) Comply with all applicable California laws and regulations.
 - d) Implement the projects in accordance with applicable provisions of the law.
 - e) Fulfill its obligations under the Grant Agreement, and be responsible for the performance of the projects.
5. LOCAL PROJECT SPONSOR'S RESPONSIBILITY. Grantee shall assign Local Project Sponsors to act on behalf of Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. Local Project Sponsors shall be assigned in accordance with the participating agencies identified in the Colorado River Funding Area DAC Involvement Grant Proposal. Exhibit F identifies Local Project Sponsors. Local Project Sponsors shall also act on behalf of Grantee in the fulfillment of Grantee responsibilities where specifically specified in this Grant Agreement.
6. BASIC CONDITIONS. State shall have no obligation to disburse money for projects under this Grant Agreement until Grantee has satisfied the following conditions (if applicable):
 - a) Grantee must demonstrate the groundwater compliance options set forth on pages 11 and 12 of the IRWM Program Guidelines, dated July 2016 are met.
 - b) Grantee submits deliverables as specified in Paragraph 17 of this Grant Agreement and in Exhibit A.

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

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

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

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

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

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

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

9. METHOD OF PAYMENT.

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

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

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

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

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

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

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

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

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

Repayment amounts may also include:

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

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

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

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

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

12. DEFAULT PROVISIONS. Grantee and any Local Project Sponsor receiving grant funding through this Grant Agreement will be in default under this Grant Agreement if any of the following occur:

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

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

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

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

13. CONTINUING ELIGIBILITY. Grantee must meet the following ongoing requirement(s) to remain eligible to receive State funds:

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

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

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

- a) Progress Reports: Grantee shall submit progress reports quarterly to meet the State's requirement for disbursement of funds. The progress reports shall be sent via e-mail to the State's Project Manager and shall be uploaded into GRANTS at the frequency specified in Exhibit C (Schedule). The progress reports shall provide a brief description of the work performed during the reporting period including: Grantee's activities, milestones achieved, any accomplishments, and any problems encountered in the performance of the work under this Agreement.
- b) Accountability Report: Grantee shall submit, on a quarterly basis, an Accountability Report by individual Local Project Sponsor (if applicable) that at a minimum:
 - 1) Includes an itemization of how advanced funds have been expended to date (Expenditure Summary), including documentation that supports the expenditures (e.g. contractor invoices, receipts, personnel hours, etc.). Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B.
 - 2) Includes a funding plan which shows how the remaining advanced funds will be expended.
 - 3) Provides an accounting of distribution of the advanced funds to the appropriate Local Project Sponsor (if applicable).
 - 4) Documents that the funds were spent on eligible reimbursable costs.
 - 5) Documentation that the funds were placed in a non-interest bearing account, including the dates of deposits and withdrawals from that account.
- c) Final Report: Upon completion of the projects included in Exhibit A, Grantee shall submit to State a Final Report. The Final Grant Completion Report shall be submitted within ninety (90) calendar days of completion of the projects. The Final Report shall include a stakeholder summary; description of involvement activities and the projects developed from those activities; discussion of findings from the needs assessment, identification of ongoing barriers, and recommendations for future activities; and a list of references. Retention will not be disbursed until the Final Report is submitted to and approved by the State.
- d) Post-Performance Reports: Grantee shall submit Post-Performance Reports, if applicable. Post-Performance Reports shall be submitted to State within ninety (90) calendar days after the first operational year of a construction and implementation project has elapsed. This record keeping and reporting process shall be repeated annually for a total of 10 years after the completed project(s) begins operation.

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

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

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

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

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

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

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

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
Evon Willhoff
Division of Integrated Regional Water
Management
P.O. Box 942836
Sacramento, CA 94236-0001
Phone: (916) 651-9286
e-mail: Evon.Willhoff@water.ca.gov

Coachella Valley Water District
Teri Vorster
Financial Analyst
P.O. Box 1058
Coachella, CA 92236
Phone: (760) 398-2661 ext. 2304
e-mail: tvorster@cvwd.org

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

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

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

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

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

COACHELLA VALLEY WATER DISTRICT

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

Jim Barrett
General Manager

Date _____

Date _____

Approved as to Legal Form and Sufficiency

Robin Brewer, Assistant Chief Counsel
Office of Chief Counsel

Date _____

EXHIBIT A

WORK PLAN

This Work Plan describes the work to be performed (including deliverables) by the Coachella Valley Water District ("Grantee") on behalf of the Colorado River Funding Area (CRFA) for the Proposition 1 IRWM Disadvantaged Community (DAC) Involvement Grant Program.

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

The CRFA includes five separate IRWM regions (Coachella Valley, Mojave, Imperial, Anza Borrego and the recently formed San Geronio); four of the five IRWM regions are participating in the DAC Involvement Program. The four IRWM regions participating in the Disadvantaged Community Involvement (DACI) Program will be referred to as the "CRFA Partners". The Anza-Borrego IRWM region has opted out of participating in the DACI Program.

The CRFA DACI work plan includes a suite of Projects that address DAC water management concerns within the CRFA. The suite of Projects includes outreach and workshops to DACs to facilitate participation in the non-IRWM regions of the CRFA, work to gather information needed to develop a Funding Area-wide needs assessment, and project development activities that address the major water management challenges in the CRFA.

PROJECT 1: GRANT PROPOSAL AND ADMINISTRATION

Local Project Sponsor: Coachella Valley Water District (CVWD)

Task 1.1: Grant Proposal

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

Task 1.1 Deliverables

- Draft and final CRFA DACI Grant Proposals

Task 1.2 Grant Administration and Coordination

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

This task also includes a two-year evaluation meeting to evaluate of the progress of the DACI planning activities and projects and coordination with the CRFA Partners to determine if grant funds are available for reallocation. If grant funds are available for reallocation, coordinate with the CRFA Partners to determine which activity sponsors would benefit from additional reallocated funds. At the two-year evaluation meeting, also coordinate with the San Geronio IRWM Region and non-IRWM areas to determine if a DAC planning activity or project (collectively referred to as "project") has been identified for inclusion in the grant agreement. If a project has been identified, the project will be included as Project 12 and an amendment with DWR to approve the new project will be processed. If

an additional project has not been identified, the funding allocated to Project 12 will be reallocated to activities that need additional funding.

Task 1.2 Deliverables

- Executed Grant Agreement
- Quarterly Invoices and Progress Reports
- Advanced Payment Funding Plans (as applicable)
- Advanced Payment Accountability Reports (as applicable)
- Two-year evaluation meeting minutes
- Final Grant Completion Report
- Amendment for Reallocation of Funding (if applicable)
- Draft Project 12 for DWR Approval (if applicable)

Task 1.3: Coordination of Imperial County Planning Activities

A consultant will be hired to coordinate with Imperial County (County) to obtain required project details including scopes of work, budgets, and schedules that will be developed by the County under Task 11.2 and ultimately submitted to DWR. Work includes the submission of project details to DWR and coordination with DWR to obtain approval of the final County project(s). Coordinate and facilitate up to one in-person meeting with the County to assist in selecting project(s) for inclusion in this proposal to be implemented under Task 11.3.

Task 1.3 Deliverables

- Deliverables associated with Task 1.3 will be submitted under Task 11.2 and include detailed scopes, budgets, and schedules for the Imperial County Project(s).

PROJECT 2: DAC NEEDS ASSESSMENT

Local Project Sponsor: Coachella Valley Water District

Task 2.1: Coordination and Outreach

Coordinate with applicable agencies and organizations to compile information needed for the Needs Assessment and to conduct outreach efforts to DACs. Convene a kickoff coordination meeting with CRFA Partners and consultant(s). Coordinate with agencies such as the Department of Environmental Health, State Water Resources Control Board Division of Drinking Water, and Indian Health Services to obtain information about water issues in DACs, as needed. Contact public and non-profit organization leaders that work with and for DACs in the Needles and Blythe areas via phone and email to gauge interest and discuss the potential for a workshop. Host up to two workshops focused on defining DACs and their associated water and wastewater management needs. One workshop will be held in a location central to the four participating IRWM regions. The other workshop will be held in eastern Riverside and/or San Bernardino Counties to involve DACs located in the non-IRWM covered area of the Funding Area. In addition to the two workshops, phone calls to other DACs will be made to gather additional detailed information, as deemed appropriate.

Task 2.1 Deliverable

- Workshop Materials

Task 2.2: DAC Needs Assessment

Using existing documentation such as IRWM Plans, General Plans, U.S. Census data, and other available information for the CRFA, a DAC Needs Assessment Report will be prepared that identifies water management needs of DACs to provide a better understanding of the needs and help to direct resources and funding in the future. A draft of the report will be prepared and will be provided to all interested stakeholders in the CRFA, as identified through each Region's Regional Water Management Group (RWMG) and the DAC outreach conducted in Task 2.1. Each region may pass along the report to local DACs or other reviewing entities.

Comments on the draft document will be compiled and discussed with the RWMGs if necessary to address conflicting comments. Once comments have been reconciled, a Final Needs Assessment Report will be compiled and sent to DWR. Additional edits will be completed if requested by DWR.

Task 2.2 Deliverables

- Draft Needs Assessment Report
- Final Needs Assessment Report
- Revised Final Needs Assessment Report based on DWR feedback (if needed)

PROJECT 3: HEXAVALENT CHROMIUM TREATMENT DESIGN

Local Project Sponsor: Coachella Water Authority (CWA)

Task 3.1: Project Administration

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

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

Task 3.1 Deliverables

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

Task 3.2: Detailed Design

Complete design for the *Hexavalent Chromium Treatment Design Project*. Retain a consultant to complete design work and public outreach. The consultant will be responsible for delivery of the detailed design package.

Task 3.2 Deliverable

- Design Package

Task 3.3: Public Outreach

Conduct public outreach. In addition to participating in two City Council meetings, a consultant will attend and participate in up to three community meetings. Consultant will prepare a three-

dimensional rendering of each treatment site to support communication at the meetings and will provide technical details associated with treatment, construction, and the schedule. Also, the consultant's project manager will attend the groundbreaking ceremony and open house.

Task 3.3 Deliverables

- Meeting materials and attendance

PROJECT 4: EAST VALLEY DAC DESIGN AND ENVIRONMENTAL

Local Project Sponsor: Coachella Valley Water District

Task 4.1: Project Administration

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

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

Task 4.1 Deliverables

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

Task 4.2: Design

Complete design for the *East Valley DAC Design and Environmental Project* necessary for the implementation of sewer extensions to the disadvantaged communities located in the Eastern Coachella Valley. CVWD will retain a consultant to complete design work to expand CVWD's wastewater distribution system to connect several mobile home parks within proximity to the existing system.

Task 4.2 Deliverable

- Design Package

Task 4.3: Environmental

Prepare CEQA documentation for the *East Valley DAC Design and Environmental Project*. CVWD will retain a consultant to complete applicable CEQA documentation to expand CVWD's wastewater distribution system. The appropriate level of CEQA documentation will be determined during preliminary design as the required facilities are identified. CEQA-Plus, consisting of CEQA coverage as well as federal cross-cutters, will be required because CVWD will be seeking federal funding for construction of the *East Valley DAC Design and Environmental Project*.

Task 4.3 Deliverable

- Final CEQA-Plus Documentation

PROJECT 5: GROUNDWATER PROTECTION PROGRAM – DESIGN AND ENGINEERING FOR AREAS H & I

Local Project Sponsor: Mission Springs Water District (MSWD)

Task 5.1: Project Administration

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

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

Task 5.1 Deliverables

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

Task 5.2: Design

Complete field surveys and design work through 100% design for the extension of MSWD's municipal sewer system throughout Areas H and I. MSWD will retain a consultant to conduct field surveys of the public right-of-way along the potential sewer system alignment. The consultant will be responsible for preparation of survey records and topographic maps. MSWD will retain a consultant to prepare design packages. This task will result in the final design (100%) package including final design, specifications, and a cost estimate.

Task 5.2 Deliverables

- Survey Records and Topographic Maps
- Design Package

Task 5.3: Environmental and Permitting

CEQA Compliance

MSWD anticipates that the *Groundwater Protection Program – Design and Engineering for Areas H & I Activity* will be considered categorically exempt under CEQA. This task includes preparation and filing of the Notice of Exemption (NOE) with the County Clerk and Office of Planning & Research.

Permitting

Several permits will be required for the *Groundwater Protection Program – Design and Engineering for Areas H & I Activity* including a stormwater pollution prevention plan (SWPPP) and a right-of-way (ROW) encroachment permit from the City of Desert Hot Springs and the County of Riverside. This task includes acquisition of permits.

Task 5.3 Deliverables

- NOE
- Approved SWPPP
- Approved ROW Encroachment Permit

PROJECT 6: URANIUM TREATMENT ALTERNATIVES ANALYSIS

Local Project Sponsor: Bighorn Desert View Water Agency (BDVWA)

Task 6.1: Project Administration

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

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

Task 6.1 Deliverables

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

Task 6.2: Uranium Treatment Alternatives Analysis

Retain a consultant to complete a Treatment Alternatives Analysis for achieving compliance with the uranium maximum contaminant level (MCL) in Flamingo Heights Wellfield, specifically Well 4. Complete the Uranium Treatment Alternatives Analysis to help determine a solution to the elevated uranium levels, while increasing supply reliability and protecting water rates for the DACs within its service area.

Task 6.2 Deliverable

- Treatment Alternatives Analysis Report

PROJECT 7: PIONEERTOWN PIPELINE & BOOSTER STATION DESIGN SERVICES

Local Project Sponsor: County of San Bernardino Special Districts Department – County Service Area (CSA) 70-W-4 Pioneertown (District)

Task 7.1: Project Administration

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

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

Task 7.1 Deliverables

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

Task 7.2: Design

Consultants will be used to provide design services for the *Pioneertown Pipeline & Booster Station Design Services Project*. This task includes design modifications to the previously completed preliminary design for Booster Station No. 2. Modifications to the previous design will include a below grade tank and booster station per request of the property owner.

Task 7.2 Deliverable

- Final Design Package

PROJECT 8: SALT AND NUTRIENT MANAGEMENT PLAN (SNMP) MONITORING PLAN, PHASE 4

Local Project Sponsor: Twentynine Palms Water District (TPWD)

Task 8.1: Project Administration

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

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

Task 8.1 Deliverables

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

Task 8.2: Groundwater Sampling to Support the SNMP (Phase 4)

Conduct a one-time existing conditions groundwater sampling of approximately 400 private groundwater wells in order to collect data and understand existing conditions of groundwater. Data will provide a baseline for groundwater conditions, and support the existing SNMP and future updates as TPWD plans to update the SNMP every three to five years. Summarize the results of the groundwater sampling in a Technical Memorandum (TM). The results will inform the DAC Needs Assessment completed under Project 2.

Task 8.2 Deliverable

- Groundwater Sampling TM

PROJECT 9: CHROMIUM VI REMEDIATION PROJECT – REDUCED COAGULATION FILTRATION (RCF) PILOT STUDY, PLANNING & DESIGN

Local Project Sponsor: Joshua Basin Water District (JBWD)

Task 9.1: Project Administration

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

via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

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

Task 9.1 Deliverables

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

Task 9.2: Outreach

Prepare and disburse approximately six public notices to JBWD customers that address Chromium VI (Cr6) and JBWD efforts to manage groundwater quality.

Task 9.2 Deliverable

- Public Notices

Task 9.3: Water Treatment Pilot Study

Develop and implement a four-month pilot testing program for up to two groundwater well sites to test the removal of Cr6. A Pilot Study Report will be prepared to present the results, recommendations, and conclusions of the Cr6 treatment alternatives.

Task 9.3 Deliverable

- Final Pilot Study Report

Task 9.4: Design

Following completion of the Water Treatment Pilot Study task (Task 9.3), complete the final design package including plans, specifications, and a detailed cost breakdown for construction for one well site.

Task 9.4 Deliverable

- Design Package

PROJECT 10: WASTEWATER RECLAMATION PROJECT – ENVIRONMENTAL COMPLIANCE

Local Project Sponsor: Hi-Desert Water District (HDWD)

Task 10.1: Activity Administration

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

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

Task 10.1 Deliverables

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

Task 10.2: Environmental

Prepare CEQA-Plus documentation and required noticing for Phases II and III of HDWD's Wastewater Reclamation Project. CEQA-Plus documentation addresses NEPA cross-cutters, which are required in addition to CEQA compliance due to HDWD receiving federal funding for portions of the project.

Task 10.2 Deliverables

- Public Draft CEQA-Plus EIR
- Final CEQA-Plus EIR
- Notice of Determination

PROJECT 11: IMPERIAL COUNTY PLANNING ACTIVITY

Local Project Sponsor: Imperial County (County)

Task 11.1: Project Administration

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

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

Task 11.1 Deliverables

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

Task 11.2: Imperial Planning Activity Identification and Management (Phase 1)

The County or its consultant(s) will coordinate with DACs in the Imperial IRWM Region to identify projects to be implemented using the DACI grant funding. During Phase 1, Imperial County will work with the identified potential project sponsors to select and finalize projects. Imperial County will coordinate with the project sponsors and/or consultants to develop the projects in adequate detail to complete the planning effort, each resulting in a detailed scope of work, budget, and schedule. Proposed projects will be submitted to DWR for approval prior to implementation of Phase 2 (Task 11.3). The identified project(s) will be added to the agreement via a grant agreement amendment. During Phase 1, the County will coordinate with the Grantee to obtain approval by DWR on the proposed projects', scopes of work, budgets, and schedules. As part of the scopes of work, deliverables for each project would be identified and submitted to DWR during completion of Task 11.2.

Task 11.2 Deliverables

- Draft scopes of work, budgets, and schedules, including deliverables, for projects in the Imperial IRWM Region to be implemented using DAC grant funding for DWR Approval
- Final scopes of work, budgets, and schedules, including deliverables, for projects in the Imperial IRWM Region to be implemented using DAC grant funding
- Request for Proposals

Task 11.3: Imperial IRWM Planning Activities (Phase 2)

After DWR approves the activities and associated scopes of work, budgets, and schedules, the County will coordinate with the DACs to implement the agreed upon projects. The local project sponsor will either complete the project in-house or retain a consultant to do so. The deliverables identified the projects' scopes of work (during Task 11.1) will be submitted to DWR after the project has commenced.

Task 11.3 Deliverables

- Deliverables will be identified under Task 11.2

PROJECT 12: SAN GORGONIO & NON-IRWM AREA PLANNING ACTIVITY

Local Project Sponsor: To Be Determined (TBD)

TBD – The outcome of the two-year evaluation meeting, described in Task 1.2, will form the basis for development of Project 12's work plan, schedule and budget.

EXHIBIT B
BUDGET

DACI Project	Grant Amount
Project 1: Grant Proposal and Administration	\$247,248
Project 2: DAC Needs Assessment	\$54,132
Project 3: Hexavalent Chromium Treatment Design	\$372,677
Project 4: East Valley DAC Design and Environmental	\$372,676
Project 5: Groundwater Protection Program – Design and Engineering for Areas H & I	\$372,677
Project 6: Uranium Treatment Alternatives Analysis	\$50,000
Project 7: Pioneertown Pipeline & Booster Station Design Services	\$47,000
Project 8: SNMP Monitoring Plan, Phase 4	\$50,000
Project 9: Chromium VI Remediation Project – RCF Pilot Study, Planning & Design	\$130,000
Project 10: Wastewater Reclamation Project – Environmental Compliance	\$130,000
Project 11: Imperial County Planning Activity	\$710,078
Project 12: San Gorgonio & Non-IRWM Area Planning Activity	\$100,000
Total	\$2,636,488

**EXHIBIT C
SCHEDULE**

Project	Apr. 2018	Jul. 2018	Oct. 2018	Jan. 2019	Apr. 2019	Jul. 2019	Oct. 2019	Jan. 2020	Apr. 2020	Jul. 2020	Oct. 2020	Dec. 2020	Mar. 2021
1 Grant Proposal and Administration													
Executed Agreement	*												
Quarterly Reports	*	*	*	*	*	*	*	*	*	*	*	*	*
Final Report													
2 DAC Needs Assessment													
3 Hexavalent Chromium Treatment Design													
4 East Valley DAC Design and Environmental													
5 Groundwater Protection Program – Design and Engineering for Areas H & I													
6 Uranium Treatment Alternatives Analysis													
7 Pioneertown Pipeline & Booster Station Design Services													
8 SNMP Monitoring Plan, Phase 4													
9 Chromium VI Remediation Project – RCF Pilot Study, Planning & Design													
10 Wastewater Reclamation Project – Environmental Compliance													
11 Imperial County Planning Activity													
12 San Geronimo & Non-IRWM Area Planning Activity													
Asterisk connotes a single event within a month (it could be 'executed' or submitted at any time within that month)													

EXHIBIT D
STANDARD CONDITIONS

D.1) ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:

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

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

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

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

- D.5) AMERICANS WITH DISABILITIES ACT:** By signing this Grant Agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
- D.6) APPROVAL:** This Agreement is of no force or effect until signed by all parties to the agreement. Grantee may not submit invoices or receive payment until all required signatures have been obtained.
- D.7) AUDITS:** State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of Projects, with the costs of such audit borne by State. After completion of the Projects, State may require Grantee to conduct a final audit to State's specifications, at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may elect to pursue any remedies provided in Paragraph 12 or take any other action it deems necessary to protect its interests.

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

- D.8) BUDGET CONTINGENCY:** If the Budget Act of the current year covered under this Grant Agreement does not appropriate sufficient funds for the Proposition 1 Implementation Grant Program, this Grant Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Grant Agreement. In this event, State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement. Nothing in this Grant Agreement shall be construed to provide Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, State shall have the option to either cancel this Grant Agreement with no liability occurring to State, or offer a Grant Agreement amendment to Grantee to reflect the reduced amount.
- D.9) CALIFORNIA CONSERVATION CORPS:** As required in Water Code §79038(b), Grantee shall examine the feasibility of using the California Conservation Corps or community conservation corps to accomplish the habitat restoration, enhancement and protection activities listed in the Exhibit A, Work Plan, and shall use the services of one of these organizations whenever feasible.
- D.10) CEQA:** Activities funded under this Grant Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA) (Public Resources Code §21000 et seq.). Information on CEQA may be found at the following links:

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

California State Clearinghouse Handbook:
https://www.opr.ca.gov/docs/SCH_Handbook_2012.pdf

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

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

D.16) DELIVERY OF INFORMATION, REPORTS, AND DATA: Grantee agrees to expeditiously provide throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by State.

D.17) DISPOSITION OF EQUIPMENT: Grantee shall provide to State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.

D.18) DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance: By signing this Grant Agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code §8350 *et seq.*) and have or will provide a drug-free workplace by taking the following actions:

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

D.19) FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL: Upon completion of the Project, Grantee shall provide for a final inspection and certification by the appropriate registered professional (California Registered Civil Engineer or Geologist) that the Project has

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

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

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

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

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

D.29) NO DISCRIMINATION AGAINST DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the Grantee certifies by signing this Grant Agreement, under penalty of perjury under the laws of State of California that Grantee is in compliance with Public Contract Code § 10295.3.

D.30) OPINIONS AND DETERMINATIONS: Where the terms of this Grant Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

D.31) PERFORMANCE AND ASSURANCES: Grantee agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in Exhibit A (Work Plan) and to apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law.

D.32) PRIORITY HIRING CONSIDERATIONS: If this Grant Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant Agreement to qualified recipients of aid under Welfare and Institutions Code § 11200 in accordance with Public Contract Code § 10353.

D.33) PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION: The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Projects, or with Grantee's service of water, without prior permission of State. Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee to meet its obligations under this Grant Agreement, without prior written permission of

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

- D.34) REMEDIES NOT EXCLUSIVE:** The use by either party of any remedy specified herein for the enforcement of this Grant Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.35) RETENTION:** Notwithstanding any other provision of this Grant Agreement, State may, for each project, withhold five percent (5.0%) of the funds requested by Grantee for reimbursement of Eligible Costs. Each project in this Grant Agreement will be eligible to release its respective retention when that project is completed and Grantee has met requirements of Paragraph 17, "Submissions of Reports", except in the case of the last project to be completed under this Grant Agreement, in which case retention for such project will not be disbursed until the "Final Report" is submitted to and approved by State. State shall disburse retained funds to the Grantee.
- D.36) RIGHTS IN DATA:** Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act., Government Code §6250 *et seq.* Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to State for financial support. Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.37) SEVERABILITY:** Should any portion of this Grant Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant Agreement shall continue as modified.
- D.38) STATE REVIEWS:** The parties agree that review or approval of project applications, documents, permits, plans, and specifications or other project information by the State is for administrative purposes only and does not relieve the Grantee of their responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the projects.
- D.39) SUSPENSION OF PAYMENTS:** This Grant Agreement may be subject to suspension of payments or termination, or both, and Grantee may be subject to debarment if the State determines that:
- a) Grantee, its contractors, or subcontractors have made a false certification, or
 - b) Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant Agreement.
- D.40) SUCCESSORS AND ASSIGNS:** This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.41) TERMINATION BY GRANTEE:** Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing

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

- D.42) TERMINATION FOR CAUSE:** Subject to the right to cure under Paragraph 11, the State may terminate this Grant Agreement and be relieved of any payments should Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 12.
- D.43) TERMINATION WITHOUT CAUSE:** The State may terminate this Grant Agreement without cause on 30 calendar days advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.44) THIRD PARTY BENEFICIARIES:** The parties to this Grant Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.45) TIMELINESS:** Time is of the essence in this Grant Agreement.
- D.46) TRAVEL:** Travel includes the reasonable and necessary costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Agreement. Travel and per diem expenses to be reimbursed under this Agreement shall be at the same rates the State provides for unrepresented employees in accordance with the provisions of Title 2, Chapter 3, of the California Code of Regulations and shall be reimbursed consistent with the rates current at the time of travel. These rates are published at: <http://www.calhr.ca.gov/employees/Pages/travel-meals.aspx>, or its successor website. For the purpose of computing such expenses, Grantee's designated headquarters shall be: 75525 Hovley Ln E, Palm Desert, CA 92211. No travel outside the Colorado River Funding Area shall be reimbursed unless prior written authorization is obtained from the State's Project Manager.
- D.47) VENUE:** The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.48) WAIVER OF RIGHTS:** None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.
- D.49) WORKERS' COMPENSATION:** Grantee affirms that it is aware of the provisions of §3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Grant Agreement and will make its contractors and subcontractors aware of this provision.

EXHIBIT E
AUTHORIZING RESOLUTION

**RESOLUTION OF THE BOARD OF DIRECTORS OF
COACHELLA VALLEY WATER DISTRICT
RESOLUTION NO: 2017-35**

BE IT RESOLVED, by the Board of Directors of the Coachella Valley Water District assembled in a regular meeting on this 12th day of December, 2017, that it enter into an agreement to receive a grant for the 2016 Proposition 1 Integrated Regional Water Management Disadvantaged Community Involvement funding by the Department of Water Resources in the amount of \$2,636,488; and

BE IT FURTHER RESOLVED, that the General Manager of the District is hereby authorized to execute the agreement with the California Department of Water Resources.

PASSED AND ADOPTED by the Coachella Valley Water District Board of Directors on this 12th day of December, 2017, by the following vote:

AYES: Powell, O'Dowd, Bianco, Estrada

NOES: None

ABSENT: Nelson

ABSTAINED: None



Sylvia M. Bermudez
Clerk of the Board

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:

Sponsored Project	Sponsor Agency	Agency Address
Project 1 – Grant Proposal & Administration	Coachella Valley Water District	P.O. Box 1078, Coachella, CA 92236
Project 2 - DAC Needs Assessment	Coachella Valley Water District	P.O. Box 1078, Coachella, CA 92236
Project 3 - Hexavalent Chromium Treatment Design	Coachella Water Authority	1515 Sixth Street, Coachella, CA 92236
Project 4 - . East Valley DAC Design and Environmental	Coachella Valley Water District	P.O. Box 1078, Coachella, CA 92236
Project 5 - Groundwater Protection Program – Design and Engineering for Areas H & I	Mission Springs Water District	66575 2 nd Street, Desert Hot Springs, CA 92240
Project 6 - Uranium Treatment Alternatives Analysis	Bighorn Desert View Water Agency	622 South Jemez Trail, Yucca Valley CA, 92284
Project 7 - Pioneertown Pipeline & Booster Station Design Services	County of San Bernardino Special Districts Department – County Service Area (CSA) 70-W-4 Pioneertown	12402 Industrial Blvd, D-6, Victorville, CA 92395
Project 8 - SNMP Monitoring Plan, Phase 4	Twentynine Palms Water District	72401 Hatch Road, Twentynine Palms, CA 92277
Project 9 - Chromium VI Remediation Activity – RCF Pilot Study, Planning & Design	Joshua Basin Water District	P.O. Box 675, Joshua Tree, Ca 92252
Project 10 - Wastewater Reclamation Activity – Environmental Compliance	Hi-Desert Water District	55439 29 Palms Hwy, Yucca Valley, CA 92284
Project 11 - Imperial County Planning Activity	Imperial County	940 W. Main St. El Centro, CA 92243
Project 12 - San Gorgonio & Non-IRWM Area Planning Activity	TBD	TBD

EXHIBIT G

REPORT FORMATS AND REQUIREMENTS

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

PROGRESS REPORTS

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

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

FINAL REPORT

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

Executive Summary

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

Stakeholder Summary

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

Involvement Activity Summary

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

Findings

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

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

Looking into the Future

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

References

EXHIBIT H
REQUIREMENTS FOR STATEWIDE MONITORING AND DATA SUBMITTAL

Surface and Groundwater Quality Data

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

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

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

Groundwater Level Data

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

EXHIBIT I

STATE AUDIT DOCUMENT REQUIREMENTS GUIDELINES FOR GRANTEES

State Audit Document Requirements

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

Internal Controls:

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

State Funding:

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

Contracts:

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

Invoices:

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

Cash Documents:

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

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

Accounting Records:

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

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

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

Project Files:

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