

**2016 PROPOSITION 1 INTEGRATED REGIONAL WATER MANAGEMENT
DISADVANTAGED COMMUNITY INVOLVEMENT PROGRAM
TECHNICAL ASSISTANCE SUB-GRANT
AGREEMENT BETWEEN THE**

SANTA ANA WATERSHED PROJECT AUTHORITY

AND

CITY OF FULLERTON

This Proposition 1 Integrated Regional Water Management Program ("IRWMP") Disadvantaged Communities Involvement ("DCI") Program Grant Funding Contract ("Contract") is made between Santa Ana Watershed Project Authority ("SAWPA") and The City of Fullerton (the "Sub-Grantee"). SAWPA and the Sub-Grantee may be individually referred to as "Party", and collectively referred to as the "Parties".

WHEREAS Section 79745 of the Water Code provides \$6.3 million to the Santa Ana River Watershed for the purposes of ensuring involvement of disadvantaged communities, economically distressed areas, or underrepresented communities within integrated regional water management efforts;

WHEREAS in June, 2017, the California Department of Water Resources ("DWR") and SAWPA entered into a Proposition 1 IRWMP DCI Program Grant Agreement ("Grant Agreement") providing that SAWPA would serve as the program manager for the \$6,300,000 in IRWMP grant funds to be disbursed within the Santa Ana River Watershed for the DCI Program, consistent with IRWMP and California Environmental Quality Act ("CEQA") requirements, and ensuring that the maximum benefit of such funds are realized in the Santa Ana River Watershed;

WHEREAS Exhibit A of the Grant Agreement, the Work Plan for SAWPA's DCI Program, includes technical assistance for the development of projects, plans and programs to address community needs; and

WHEREAS consistent with the Grant Agreement between DWR and SAWPA, SAWPA intends to disburse to the Sub-Grantee a portion of the \$6,300,000 in IRWMP grant funds for the DCI Program by way of this Contract with the Sub-Grantee.

THEREFORE, based on the foregoing incorporated recitals and in consideration of the mutual covenants and conditions set forth in this Contract, the Parties hereby agree to the following:

SECTION 1. PROJECT DESCRIPTION

Volatile organic compounds (VOCs) and Per- and Polyfluoroalkyl substances (PFAS) are contaminants that have migrated into the Orange County North Basin, which provides groundwater to the Sub-Grantee and other nearby agencies. While VOC levels are currently below Maximum Contaminant Levels (MCLs), these contaminants could potentially migrate further in the aquifer and spread. PFAS is an emerging contaminant that the Division of Drinking Water (DDW) has assigned Notification Levels (NLs) and Response Levels (RLs) to two PFAS constituents, Perfluorooctanoic acid (PFOA) and Perfluorooctanesulfonic acid (PFOS). Groundwater that exceed the NLs requires public notification while RLs are "de facto" regulations that when exceeded, DDW recommends wells are removed from service. DDW recently lowered the RL, and the Sub-Grantee has had to remove one of its high producing wells from service. The Sub-Grantee may have to remove more of its wells in the future and potentially

lose a majority of its groundwater supply. These water quality challenges would threaten the Sub-Grantee's water supply.

This project will provide funding for professional engineering technical assistance required to ensure the Sub-Grantee continues to distribute high quality, affordable drinking water. The project would include water quality analysis of the Sub-Grantee's impacted wells and development of a revised blending plan. In addition, the Sub-Grantee is seeking professional services to develop a master plan for its main wellfield (known as "Main Plant") which serves groundwater to the Sub-Grantee's disadvantaged community. The Main Plant master plan would evaluate water quality, existing infrastructure conditions and capacity, groundwater availability, and infrastructure needs at the wellfield.

The grant application had requested \$500,000 for the environmental documentation and design phase of the project. The Sub-Grantee later learned that Orange County Water District, which manages the Orange County North Basin, will assume lead responsibilities for environmental and design services. The Sub-Grantee has since adjusted the scope of work to develop short-term solutions (i.e., blending plan modification) and a Main Plant master plan.

The total project cost for designing and treating PFOA, PFOS, and VOCs at the wells is approximately \$12,000,000. SAWPA is recommending awarding \$100,000 which will fund the deliverables outlined in Section 2. The Scope of Work for this project is also outlined in Section 2.

The Sub-Grantee is seeking funds from the Disadvantaged Community Involvement (DCI) Technical Assistance Project to cover the costs incurred from December 17, 2019, to December 31, 2020, to conduct work as described in [Attachment "A"](#) (hereinafter the "project Work Plan").

SECTION 2. SUB-GRANTEE SCOPE OF WORK, DELIVERABLES

Sub-grantee is responsible for the following activities ("the Work") during the work period:

- Project Administration: Perform necessary administrative functions related to the development of the "Fullerton's Water Future – Ensuring Delivery of Clean, Safe Drinking Water Project," including coordinating with partnering agencies and managing consultants/contractors. Track and maintain the scope of work, schedule, and budget. Consultants on the project will be procured and managed. Ensure compliance with grant requirements. Prepare and submit supporting grant documents.
 - **Deliverables:**
 - Quarterly invoices and progress reports detailing work completed during reporting period.
 - Draft and final Project Completion Report.
- Planning/ Engineering Documentation - The Fullerton's Water Future – Ensuring Delivery of Clean, Safe Drinking Water Project consists of the preparation of a blending plan and Main Plant master plan.
 - **Deliverables:**
 - Blending Plan
 - City of Fullerton Main Plant Master Plan

SECTION 3. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE; SUB-GRANTEE GENERAL COMMITMENT

This Contract incorporates and includes as part of its terms and conditions the Grant Agreement between DWR and SAWPA, Agreement No. 4600011889, attached hereto as **Attachment “B”** (hereinafter the “Grant Agreement”), including Exhibit D thereto, “Standard Conditions.”

In the event of any inconsistency between this Contract and the Grant Agreement, except as otherwise specifically provided, the inconsistency shall be resolved by giving precedence to the Grant Agreement.

The Sub-Grantee shall comply with all terms, provisions, conditions, and commitments of this Contract and the Grant Agreement. Such compliance shall include providing SAWPA with all deliverables, budget detail, reports and all other documents required by the Grant Agreement.

On behalf of and for the benefit of SAWPA, Sub-Grantee shall comply with all of the obligations and requirements of the Grant Agreement as if the Sub-Grantee were the “Grantee” under the terms of the Grant Agreement. Such compliance shall be to the fullest extent necessary and as may be required by SAWPA in order to enable SAWPA to comply with the Grant Agreement as “Grantee.”

SECTION 4. SUB-GRANTEE ESTIMATED ELIGIBLE PROJECT COSTS; GRANT AMOUNT

To support project development, subject to all of the terms, provisions, and conditions of this Contract, and subject to the availability of the grant funds, SAWPA shall disburse such grant funds in a sum not to exceed **one hundred thousand dollars** (\$100,000) for the Work defined in this Contract.

To be reimbursed, activity costs must meet eligibility requirements described in the Grant Agreement, Section 7, page 2, and must be Work performed by Sub-Grantee after December 17, 2019 , as per approval from the SAWPA Commission.

SECTION 5. DISBURSEMENT

Grant funds will be disbursed in accordance with the disbursement provisions of the Grant Agreement. Retention is stipulated in **Exhibit D** of the Grant Agreement. SAWPA’s actual grant disbursements to the Sub-Grantee under this Contract shall not exceed payments received from DWR. If actual costs exceed the estimated reasonable cost of the Work, SAWPA shall have no obligation to provide grant funds for such exceedance.

SECTION 6. FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS

The Sub-Grantee agrees that, at a minimum, its fiscal control and accounting procedures shall be sufficient to permit tracking 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 Contract. The Sub-Grantee shall maintain accounts in accordance with generally accepted government accounting standards and the conditions outlined in Exhibit D of the Grant Agreement.

SECTION 7. TERM

The Term of this Contract shall be from December 17, 2019 to December 31, 2020, unless sooner terminated pursuant to the provisions of this Contract or the Grant Agreement.

SECTION 8. ASSIGNMENT

Neither this Contract, nor any duties or obligations under this Contract shall be assigned by any Party without the prior written consent of the other Party.

Should an assignment or transfer occur, whenever SAWPA or the Sub-Grantee are named or referred to herein, such reference shall be deemed to include the successor to the powers, duties and functions that are presently vested in SAWPA and the Sub-Grantee, and all Contract and covenants required hereby to be performed by or on behalf of SAWPA and/or the Sub-Grantee shall bind and inure to the benefit of the respective successors thereof whether so expressed or not.

SECTION 9. COMPLIANCE WITH LAWS AND REGULATIONS

The Sub-Grantee agrees that it shall, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, rules, regulations and guidelines.

SECTION 10. ACKNOWLEDGEMENT OF CREDIT/SIGNAGE REQUIREMENTS

The Sub-Grantee shall comply with Exhibit D, Section D.2, of the Grant Agreement by including in any written materials made available to the public during project development an acknowledgment of support from SAWPA and the State under the Water Quality, Supply and Infrastructure Improvement Act of 2014.

SECTION 11. WORK ACTIVITIES AND NOTIFICATION

The Sub-Grantee shall immediately notify SAWPA in writing of:

- (1) Any substantial change in the scope, budget, or Work to be performed under this Contract. The Sub-Grantee agrees that no substantial change in the scope of the Contract may be undertaken until written notice of the proposed change has been provided to SAWPA, and SAWPA has given written approval for such a change.
- (2) Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation. Sub-Grantee must notify SAWPA at least 20 calendar days prior to the event.
- (3) Unscheduled cessation of all Work per the Contract scope where such cessation of Work is expected to or does continue for a period of 30 calendar days or more.
- (4) Any circumstance, combination of circumstances, or condition which is expected to delay completion of the Work per this Contract for a period of 90 calendar days or more beyond the estimated date of completion previously provided to SAWPA.

SECTION 12. PAYMENT OF COSTS FOR THE WORK

The Sub-Grantee shall provide for and make payment for all Work costs promptly and in compliance with all applicable laws. All grant disbursements will be reimbursements.

SECTION 13. WITHHOLDING OF GRANT DISBURSEMENTS

SAWPA may withhold all or any portion of the grant funds provided for by this Contract in the event that:

- (1) The Sub-Grantee has violated, or threatens to violate, any term, provision, condition, or commitment of this Contract;
- (2) The Sub-Grantee fails to maintain reasonable progress toward completion of the scope of work for this Contract; or
- (3) DWR directs SAWPA to withhold any such grant funds.

SECTION 14. INVOICING

- (A) Invoices shall be completed on a State-provided invoice form and shall meet the following format requirements:
- (1) Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - (2) Invoices must be itemized. 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).
- (B) Invoices also shall include the following information:
- (1) Costs incurred for Work performed per this Contract during the period identified in the particular invoice.
 - (2) Appropriate receipts and documentation that show the total outlays for the Grant Amount.

SECTION 15. QUARTERLY PROGRESS REPORTS

Quarterly progress reports shall be completed using the templates provided by SAWPA. Quarterly progress reports shall provide a brief description of the Work performed, activities, milestones achieved, any accomplishments as well as any problems encountered in the performance of the Work. Each quarterly progress report shall be delivered to SAWPA within **ten (10) calendar days** after the close of the reporting period (Jul-Sep, Oct-Dec, Jan-Mar, Apr-Jun). The final quarterly progress report will be due January 15, 2021.

SECTION 16. RECORDS AND REPORTS

- (A) Without limitation on the requirement that project accounts be maintained in accordance with generally accepted government accounting standards, the Sub-Grantee shall comply with the records and reporting requirements imposed by the Grant Agreement, and shall also:
- (1) Establish an official project file that documents all significant actions relative to the Work;
 - (2) Establish separate accounts that adequately and accurately itemize and describe all funding or income received and expended on the Work, including but not limited to all grant funds received under this Contract;
 - (3) Establish an accounting system that adequately and accurately itemizes and describes final total costs of the Work, including both direct and indirect costs; and

- (4) Establish such accounts and maintain such records as may be necessary for the State, DWR and SAWPA to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.
- (B) The Sub-Grantee shall require all contractors and subcontractors for the Work to maintain books, records, and other material relative to the Work in accordance with generally accepted accounting standards, and to require that such contractors and subcontractors retain such books, records, and other material for a minimum of ten (10) years after completion of the Work. The Sub-Grantee shall require that such books, records, and other material shall be subject, at all reasonable times, to inspection, copying, and audit by SAWPA, DWR or its authorized representatives.
- (C) All documents required or requested to be provided to SAWPA shall be submitted electronically in both the native format (e.g. Microsoft Word, Microsoft Excel, etc) and PDF. All documents shall be public domain or the property of SAWPA once submitted.
- (D) The Sub-Grantee agrees to expeditiously provide, during the Work and for three years after completion, such reports, data, information and certifications as may be reasonably required by SAWPA or DWR. Such documents and information shall be provided in electronic format.

SECTION 17. REVIEW AND EVALUATION; FINAL REPORTS AND AUDIT

- (A) SAWPA may perform a review or otherwise evaluate the Work to determine compliance with the Contract at any time or if questions about the proper use or management of the funds arise. SAWPA may review or evaluate Sub-Grantee's contractor or vendor for compliance with the terms and conditions of the Contract. The review and evaluation may be performed by SAWPA or may be contracted to a responsible third party. Any findings and recommendations of the review and evaluation shall be addressed by the Sub-Grantee within **sixty (60) calendar days** of the date such findings and recommendations are provided to the Sub-Grantee and before the next invoice is paid by SAWPA.
- (B) At least **fifteen (15) calendar days** prior to submission of the final invoice for the Work, Sub-Grantee shall provide SAWPA the Disposition of Equipment per **Exhibit D** of the Grant Agreement.
- (C) In addition to the documents and deliverables required to be provided by the Grant Agreement, with the final quarterly progress report Sub-Grantee will provide a Work Completion Report containing at minimum, the applicable information listed in the Grant Agreement Section 15(b), page 6.

The final Work Completion Report shall be accompanied by such other financial information as may be required by SAWPA or DWR to verify Sub-Grantee entitlement to grant funds, to assure program integrity, and to comply with any federal or state requirements. A duly authorized representative of the Sub-Grantee shall certify the Work Completion Report as correct.
- (D) SAWPA may call for an audit of financial information relative to the Work, where SAWPA determines that an audit is desirable to assure program integrity or where such an audit becomes necessary because of federal or state requirements. Where such an audit is called for, the audit shall be performed by a Certified Public Accountant independent of the Sub-Grantee and at the cost of the Sub-Grantee. The audit shall be in the form required by SAWPA.

SECTION 18. CLOSEOUT DOCUMENTATION

To ensure that that the Work is closed out in a manner that provides an auditable file for SAWPA, Sub-Grantee shall follow a close-out procedure that includes payment of all contracts, subcontracts, or obligations, and any other requirements for the completion of the scope of work. Such close-out procedures shall include those procedures contained in the Grant Agreement or otherwise required by SAWPA and DWR.

SECTION 19. TERMINATION; IMMEDIATE REPAYMENT; INTEREST

- (A) If SAWPA determines the Sub-Grantee is not implementing in accordance with the provisions of this Agreement or the Grant Agreement, or that the Sub-Grantee has failed in any other respect to comply with the provisions of this Agreement or the Grant Agreement, and if the Sub-Grantee does not remedy any such failure to SAWPA's satisfaction within ten (10) days following notification of the determination, SAWPA may withhold from the Sub-Grantee all or any portion of the grant funding and take any other action that it deems necessary to protect its interests. Where a portion of the grant funding has been disbursed to the Sub-Grantee for Work that has not yet yielded a required deliverable, the portion that has been disbursed for that activity shall thereafter be repaid immediately with interest from the date of disbursement at the California general obligation bond interest rate at the time SAWPA notifies the Sub-Grantee, as directed by SAWPA.
- (B) SAWPA may terminate this Contract should DWR terminate SAWPA as program manager, or terminate funding for this Contract or the Project or should DWR terminate its standard agreement with SAWPA on this Project. Upon such DWR-caused termination, SAWPA shall not be liable to Sub-Grantee for any damages, costs or expenses resulting from such termination.

SECTION 20. DAMAGES FOR BREACH AFFECTING TAX EXEMPT STATUS

In the event that any breach of any of the provisions of this Contract or other action by the Sub-Grantee shall result in the loss of tax exempt status for any bonds, or if such breach shall result in an obligation on the part of the SAWPA to reimburse the federal government by reason of any arbitrage profits, the Sub-Grantee shall immediately reimburse SAWPA and/or DWR in an amount equal to any damages paid by or loss incurred by the State due to such breach.

SECTION 21. APPLICABLE LAW

All disputes may first be submitted to non-binding mediation. The validity and interpretation of this Agreement and legal relations of the parties to it shall be governed by the laws of the State of California, applicable to the agreements entered into, and to be fully performed in, the State of California, without regard to its conflicts of the laws provisions.

SECTION 22. COSTS AND ATTORNEY FEES

In the event of arbitration or litigation between the parties hereto arising from this Contract, it is agreed that the prevailing party shall be entitled to recover reasonable costs and attorney fees.

SECTION 23. WAIVER

Any waiver of any rights or obligations under this Contract or the Grant Agreement shall be in writing and signed by the Party making such waiver, and approved by SAWPA and the DWR.

SECTION 24. AMENDMENT

This Agreement may be amended at any time by mutual written agreement of the Parties.

SECTION 25. INDEMNIFICATION

- (A) Sub-Grantee shall defend, indemnify, and hold harmless SAWPA, DWR, and their respective directors, commissioners, officers, employees, agents, and assigns (collectively “the Indemnified Parties”) from and against any and all liability, loss, expense, attorneys’ fees, or claims for injury or damages arising out of the performance of this Agreement except for such liabilities resulting from the sole and exclusive active negligence or willful misconduct of the Indemnified Parties.

- (B) Per Section D.23 of Exhibit D of the Grant Agreement, to the extent Sub-Grantee relies on insurance coverage for, or requires its contractors or consultants to carry insurance for, the Work, Sub-Grantee will require that SAWPA and the State be named as additional insureds on the applicable liability policies for activities funded in whole or in part per this Contract.

SECTION 26. OPINIONS AND DETERMINATIONS

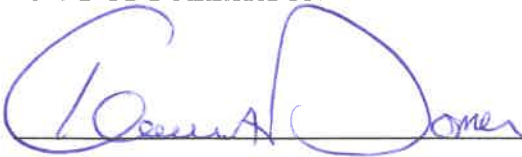
Where the terms of this contract provide for action to be based upon the opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary and capricious.

IN WITNESS THEREOF, the parties have executed this Contract on the later date set forth below.

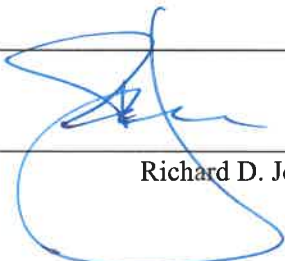
**SANTA ANA WATERSHED PROJECT
AUTHORITY**

Dated: _____ By: _____
Richard E. Haller, P.E., General Manager

CITY OF FULLERTON

Dated: 3-3-2020 By: 
Kenneth A. Damer, City Manager
(Typed or Printed Name/Title)

APPROVED AS TO FORM

Dated: 3/3/20 By: 
Richard D. Jones, City Attorney

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**Attachment “A”
Work Plan**

The City of Fullerton has proposed a budget of \$100,000 to develop short-term solutions and identify long-term needs for the City’s Main Plant wellfield, which provides high quality, affordable drinking water to the City’s disadvantaged community.

Sub-Grantee Project Period: December 17, 2019 to December 31, 2020

WORK PLAN

April 2020	• Contract with consultant(s) for engineering services
May-June 2020	• Prepare modified blending plan
June-December 2020	• Prepare Main Plant Master Plan

BUDGET

Blending Plan and Main Plant Master Plan	\$100,000
TOTAL	\$100,000

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Attachment B

STATE OF CALIFORNIA – CALIFORNIA NATURAL RESOURCES AGENCY

EDMUND G. BROWN JR., Governor

DEPARTMENT OF WATER RESOURCES

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



June 22, 2017

Mr. Richard Haller
Executive Manager, Engineering & Operations
Santa Ana Watershed Project Authority
11615 Sterling Avenue
Riverside, CA 92503

Proposition 1 - Integrated Regional Water Management (IRWM) Disadvantaged Community Involvement (DACI) Grant; Agreement #4600011889

Dear Mr. Haller:

Enclosed is an original executed copy of Agreement #4600011889.

If you have any questions, please contact Mehdi Mizani, Project Manager at 916.651.9250 or via email at mehdi.mizani@water.ca.gov.

Sincerely,

A handwritten signature in cursive script that reads "S. Greene".

Susan Greene
Contract Analyst
Implementation Grants Section
Financial Assistance Branch
Division of Integrated Regional Water Management

Enclosures

cc: Mehdi Mizani, Project Manager

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA
(DEPARTMENT OF WATER RESOURCES) AND
SANTA ANA WATERSHED PROJECT AUTHORITY
AGREEMENT NUMBER 4600011889
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 Santa Ana Watershed Project Authority, a public agency, in the Counties of Los Angeles, Orange, Riverside, and San Bernardino 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 project associated with the Santa Ana 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 April 30, 2020, 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 \$6,300,000.
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 project in accordance with applicable provisions of the law.
 - e) Fulfill its obligations under the Grant Agreement, and be responsible for the performance of the project.
5. BASIC CONDITIONS. State shall have no obligation to disburse money for project 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 15 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 project as listed in Exhibit A of this Grant Agreement.

2) Environmental Documentation:

- i) Grantee submits to the State all applicable environmental permits,
- ii) Documents that satisfy the CEQA process are received by the State,
- iii) State has completed its CEQA compliance review as a Responsible Agency, and
- iv) Grantee receives written concurrence from the State of Lead Agency's CEQA documents and State notice of verification of environmental permit submittal.

State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, State will consider the environmental documents and decide whether to continue to fund the project 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.

6. 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.
7. 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 project 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, Purchase of equipment that is not an integral part of a project.
- b) Establishing a reserve fund.
- c) Purchase of water supply.
- d) Replacement of existing funding sources for ongoing programs.
- e) Support of existing agency requirements and mandates (e.g., punitive regulatory agency requirement).
- f) 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.
- g) 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).
- h) Payment of stipends
- i) Application preparation costs for other funding opportunities not consistent with IRWM.
- j) Meals not directly related to travel.
- k) Acquisition of real property (land or easements).

l) Overhead not directly related to the project.

8. 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 on page 8 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 5 "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 15 "Submission of Reports." Payment will be made no more frequently than monthly, in arrears, upon receipt of an invoice bearing the Grant Agreement number.

9. 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 10, 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 10, "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.

10. 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 16).
- d) Failure to make any remittance required by this Grant Agreement.
- e) Failure to comply with Labor Compliance Program requirements (Paragraph 14).
- 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 11, "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.

11. 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.
12. 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 Project. 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.
13. RELATIONSHIP OF PARTIES. Grantee is solely responsible for design, construction, and operation and maintenance of project 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.
14. 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>.
15. 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 F. 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 project.
- 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. 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) Final Report: Upon completion of the project included in Exhibit A, Grantee shall submit to State a Final Report. The Final Report shall be submitted within ninety (90) calendar days of completion of the project. 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.
- c) 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 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.

16. 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 the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. 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 project 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 10, "Default Provisions."

17. 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.

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

- a) Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. Grantee agrees that no substantial change in the scope of 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. Substantial changes generally include changes to the work plan, schedule or term, and budget.

- b) Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by State's representatives. Grantee shall make such notification at least 14 calendar days prior to the event.
 - c) Final inspection of the completed work on a project by a California Registered Professional (Civil Engineer or Geologist, as appropriate), in accordance with Standard Condition D.19 in Exhibit D. Grantee shall notify the State's Project Manager of the inspection date at least 14 calendar days prior to the inspection in order to provide State the opportunity to participate in the inspection.
19. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:
- a) By delivery in person.
 - b) By certified U.S. mail, return receipt requested, postage prepaid.
 - c) By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
 - d) By electronic means.
- 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 21. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.
20. PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.

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

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

Santa Ana Watershed Project Authority
Richard Haller
Executive Manager, Engineering & Operations
11615 Sterling Avenue
Riverside, CA 92503
Phone: (951) 354-4220
e-mail: rhaller@sawpa.org

Direct all inquiries to the Project Manager:

Department of Water Resources
Mehdi Mizani
Division of Integrated Regional Water
Management
901 P Street, Room 213-A
P.O. Box 942836
Sacramento, CA 94236-0001
Phone: (916) 651-9250
e-mail: Mehdi.Mizani@water.ca.gov

Santa Ana Watershed Project Authority
Mike Antos
Watershed Manager
11615 Sterling Avenue
Riverside, CA 92503
Phone: (951) 354-4238
e-mail: MAntos@sawpa.org

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

22. 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 – Report Formats and Requirements
Exhibit G – Requirements for Statewide Monitoring and Data Submittal
Exhibit H – State Audit Document Requirements for Grantees

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

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES



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

Date 6/22/17

SANTA ANA PROJECT WATER AUTHORITY



Richard Haller
Executive Manager, Engineering & Operations

Date 6/5/17

Approved as to Legal Form and Sufficiency



Robin Brewer, Assistant Chief Counsel
Office of Chief Counsel

Date 6-21-17

EXHIBIT A

WORK PLAN

The objective of this Agreement is to determine the strengths and needs of disadvantaged, economically distressed or underrepresented communities in the watershed through engagement and education, uncover and share the needs and capacities within the water agencies and communities, and assure integrated water management projects that are supported by communities are made ready for implementation and prioritized in the OWOW Plan Update 2018.

PROGRAM ELEMENT 1: Strengths & Needs Assessment

The combined activities of this program element will produce several outcomes. First, it will build upon earlier work, participants in the OWOW process and the OWOW Plan Update 2018 will achieve a better understanding of the water management needs of overburdened and underrepresented communities so that resources and funding can be more effectively directed to meet those needs. Second, this program element will acknowledge and document the strengths of overburdened and underrepresented communities so that as programs are developed to meet their needs the communities will have agency and be appropriately engaged in those efforts. Lastly, this program element will, through its assessment process, create new networks of familiarity between local elected or community leaders and water management leaders.

Activity 1 DCI Program Technical Advisory Committee (TAC)

The TAC will include a representative from each of the program partners and will recruit other members from disadvantaged communities in the watershed. The TAC will meet at least quarterly to advise the DCI Program efforts, and will assist with developing community connections.

Deliverables:

- ☐ Roster of TAC members
- ☐ Notice of Meetings

Activity 2 Disadvantaged and Tribal Communities Pillar

SAWPA will assist the Disadvantaged and Tribal Communities (DTC) Pillar workgroup to convene for workshops approximately five times per year, through at least the completion of the OWOW Plan Update 2018. The Pillar workgroup will develop the OWOW Plan Update 2018 chapter about overburdened and underrepresented communities.

Deliverables:

- ☐ Notice of Meetings
- ☐ Roster of DTC Pillar participants
- ☐ OWOW Plan Update 2018 Chapter

Activity 3 Engage Local Elected Leaders

The Local Government Commission will interview and/or survey local elected leaders who serve overburdened communities. Introduce leaders to IRWM and OWOW, and gather a baseline idea of the water management needs and civic strengths of the communities they serve.

Deliverables:

- ☐ Summary report that compiles survey/interview results from at least 20 elected leaders

Activity 4 Engage Mutual Water Companies

The California Rural Water Association will engage with mutual water companies throughout the watershed to learn about the strengths and needs of these organizations.

Deliverables:

- ☐ Report about each mutual water company water issues and needs
- ☐ Summary report of regional trends

Activity 5 Engage Water Agencies

SAWPA staff will engage with water agencies throughout the watershed to gather and summarize the understanding of strengths and needs of disadvantaged and underrepresented communities within their water service areas.

Deliverables:

- ☐ Summary report of responses

Activity 6 Community Listening Workshops

The California State University Disadvantaged Community Center (CSU DACC) will conduct or participate in at least nine community workshops throughout the watershed, to gather information related from community members about their understanding of the water-related strengths and needs of their community.

Deliverables:

- ☐ Workshop notices and materials
- ☐ Community input information in Community Water Ethnography of the Santa Ana River Watershed

Activity 7 Community Water Ethnography of the Santa Ana River Watershed

CSU DACC will lead the writing of the Community Water Ethnography of the Santa Ana River Watershed, a report about social, cultural and water-related strengths and needs of the overburdened and underrepresented communities in the watershed. This report will reveal all that was learned in the Strengths & Needs Assessment Program Element, and become the foundation for the Engagement & Education Program Element.

Deliverables:

- ☐ Community Water Ethnography of the Santa Ana River Watershed (Funding Area-wide Needs Assessment Report) to include: spatial description of “communities” (beyond Census Tracts), community water management provider roster (who serves each community), demographic data and trends, required data needs as described by “Needs Assessment Template” in the DACI Program Guidelines. This report will meet and exceed the grant requirements of a Final Assessment Report.

Activity 8 Homelessness & Water Convening

SAWPA staff and program partners will convene a one-day event to reveal synergies and develop new partnerships between those seeking to manage homelessness in the watershed and those engaged with water management.

Deliverables:

- ☐ Notice of meeting
- ☐ Pictures of event
- ☐ Summary Report of conclusions and next steps

PROGRAM ELEMENT 2: Engagement / Education

This program element contains activities that will accomplish multiple long-term outcomes for the region. It will provide community members a better understanding of water management and water managers enriched understanding of community strengths and needs. By facilitating engagement of students, and by hosting events that convene broad groups of stakeholders and community members, participation with the OWOW process will be strengthened. Lastly, by engaging and educating elected representatives from overburdened or underrepresented communities, this effort will create lasting relationships that ensure equitable representation in watershed decision making.

Activity 9 Tribal Consultation

SAWPA staff, Cal Rural Water Association (CRWA) staff and CSU DACC personnel will confer with the sovereign tribal communities within the Santa Ana Watershed and the adjacent areas not served by a Regional Water Management Group. Invitations to participate will be made to tribal groups not currently recognized by federal and state governments.

Deliverables:

- ☐ Sign-in sheets or similar documentation from consultation between OWOW/DCI Program and Tribal government representatives
- ☐ Tribal water management needs incorporated into OWOW Plan Update 2018

Activity 10 Value of Water / Tap Water Trust

This task will share the value and safety of tap water within the communities of the watershed. In the vast majority of the communities tap water is clean and affordable, yet many new immigrant communities, for many reasons, do not trust the tap water is safe to drink. There are negative economic and health outcomes from reliance on bottled water that for the Santa Ana watershed can be overcome with a respectful, multi-lingual and compassionate outreach campaign. SAWPA will expand existing information campaign programs or initiate new ones through an RFP process.

Deliverables:

- ☐ RFP and scoping documents
- ☐ Copies of Outreach campaign materials
- ☐ Roster of participating agencies
- ☐ Map of watershed regions where campaign is carried out

Activity 11 Translation Services

SAWPA will issue an RFQ for translation services to produce an on-call list of in-person meeting and written material translation consultants. SAWPA will issue an RFP for local entities to access the on-call consultants for translation services on activities related to community engagement for water management.

Deliverables:

- ☐ RFQ/RFP documents
- ☐ Copies of translated written material
- ☐ Notice and list of translated public events
- ☐ Pictures from translated public events

Activity 12 Engagement Best Practices Publications

The Water Education Foundation (WEF) will research and produce a printed publication that will take a broad look at the engagement of disadvantaged communities with water management, with case studies from around the state, including

the SAWPA region. This publication will be distributed throughout the State in support of stronger engagement between communities and integrated water resources management.

The Water Education Foundation will research and produce an online publication that will summarize some of the specific findings and outcomes from the region discovered through the work completed in the three-year grant period.

Deliverables:

- ☐ Engagement Best-Practices publication (printed)

Activity 13 State of the Santa Ana Watershed Conferences

The WEF, in partnership with SAWPA, will develop and execute two conferences. Both events will model previously successful OWOW conference events in the Santa Ana River Watershed, and will in-part focus on the water management needs of communities, and the transition to implementation phases, respectively. The DACI grant will support multiple cost-free registrations at each conference for community members or their trusted representatives. It will also support the cost of several exhibitor slots for nonprofits with community engagement missions so they can participate in the conversation. Other costs associated with the conferences will be separately funded.

Deliverables:

- ☐ Notice of conferences
- ☐ Copies of conference materials related to the DCI Program
- ☐ Roster of grant-supported registrants and exhibitors

Activity 14 Community Water Education

The CSU DACC will design and host nine community water education events, distributed appropriately to serve local communities throughout the watershed. These events will provide learning opportunities for community members on how to engage with the water management process in the watershed.

Deliverables:

- ☐ Notice of events
- ☐ Event pictures
- ☐ Copies of event specific materials

Activity 15 Water Agency Community Engagement Training

The CSU DACC will partner with SAWPA to provide up to nine trainings using the information garnered during the Strengths & Needs Assessment program element to water agencies staff in the watershed. The training will include engagement skills and specific knowledge about communities served by the participating water agencies.

Deliverables:

- ☐ Notice of events
- ☐ Roster of participating agencies
- ☐ Copies of event-specific materials

Activity 16 Local Elected Leader Training

The Local Government Commission will develop and execute up to nine trainings for local elected leaders and their staff in the watershed. These training sessions will relay the findings of the Strengths & Needs Assessment program element, basic information on water management topics, and best practices for helping the communities they serve interact with water planning.

Deliverables:

- ☐ Notice of training events
- ☐ Roster of participants
- ☐ Copies of event-specific materials

Activity 17 Community Engagement Interns Program

This program will support water-related overburdened community engagement internships for students from the CSU, UC and community college campuses of the watershed. The program, administered by the CSU DACC, will seek applications from public agencies and environmental or social justice nongovernmental organizations for the services of pairs of interns to assist with community engagement or public affairs work related to disadvantaged communities; approximately 20 interns per year.

The application process will include a detailed description from each applicant about the specific tasks they will assign to the interns. Each organization will request the services of two interns from CSU to assist with community engagement, public affairs or community education activities. Public affairs may include marketing of community programs and events. Community education activities may include preparing community members to participate effectively in water planning to the benefit of their communities.

The intern program will model an existing program and capacity of CSU, funded by the US Department of Agriculture. Interns will be selected from the CSU campuses (San Bernardino and Fullerton), the UC campuses (Riverside and Irvine), and the many community colleges in the Santa Ana River watershed. Efforts will be made to recruit interns who are themselves from the watershed overburdened communities.

Upon selection and completion of an intern orientation, the internship provides for 300 graduate student internship hours or 350 undergraduate student internship hours to support grant activities. Interns will be mentored by CivicSpark Water Fellows, and supervised in their internship duties by their home institution. The intern human resources, payroll and other administrative supervision are housed at the CSU. In addition to their paid hours, interns will each have a \$500 supply/travel budget.

Half-way through the internships, the intern will produce an interim activity report. Upon completion of the paid internship, the student will develop a final activity report. The final reports are posted on-line as a part of the CSU Library special collection. The cohort of interns will be mentored by CivicSpark Water Fellows, housed at SAWPA, for trainings and networking meetings, related to IRWM community engagement efforts.

This activity provides multiple types of capacity building in the watershed: by supporting students, supporting organizations, and by creating new sustainable and contiguous networks of familiarity between organizations, and between communities and the water organizations.

Deliverables:

- ☐ Copies of applications from selected agencies and NGOs that express interest in intern services to support community members
- ☐ Roster of participating interns
- ☐ Logs of all intern hours served and activities
- ☐ Interim and final reports of interns

PROGRAM ELEMENT 3: Project Development

This program element contains activities that, once complete, will provide important and needed changes to the IRWM Plan for the Santa Ana Funding Region, will support the next steps of existing IRWM projects that benefit overburdened communities, and daylight and develop new water project concepts that meet the stated needs of community members. These outcomes will represent a strengthened understanding by the RWMG of community needs, and ensure that future implementation/construction funding and activities are directed to meeting the needs identified by members of overburdened communities.

Activity 18 Technical Assistance for Community Needs

During engagement efforts the program team will learn of projects, plans and programs. Following evaluation of these projects, plans and programs, an appropriate set will receive Technical Assistance (TA) including but not limited to project engineering services, curriculum development, translation services, and program support. The evaluation of the projects, plans, and programs will follow a set of evaluation criteria to be developed by the DCI TAC. This effort may also link to the State Water Resources Control Board's Technical Assistance Program, via the CSU DACC and CRWA which are both statewide TA providers.

Deliverables:

- ☐ A ranked list of projects, plans, and programs uncovered during the engagement process
- ☐ Project ranking criteria
- ☐ List of projects, plans and programs selected by the TAC to receive technical assistance
- ☐ Documentation of technical assistance efforts
- ☐ Copies of any materials produced during technical assistance
- ☐ Documentation of referrals to other TA programs

Activity 19 OWOW Plan Update 2018

The Disadvantaged Community Involvement program information (or results) will be incorporated in the OWOW Plan. This will include an update to Subchapter 5.11 Disadvantaged and Tribal Communities of the OWOW Plan and a general update throughout in reference to disadvantaged community engagement best practices, maps, and other related materials. This will be a complementary effort to the actions funded the related Proposition 1 IRWM Planning Grant.

Deliverables:

- ☐ Draft OWOW Plan Update 2018
- ☐ Final OWOW Plan Update 2018

Activity 20 CivicSpark Water Fellows

SAWPA will host two CivicSpark Water Action Fellows each of the three years of the program. The Fellows will support program implementation at SAWPA, completing components of each of the Program Elements. Among their duties, the Fellows will support the CSU interns with in-service training, mentorship, coordination, and cohort-building.

Deliverables:

- ☐ Roster of CivicSpark Water Fellows
- ☐ Logs of volunteer activities
- ☐ Volunteer engagement plan
- ☐ Training agendas developed by Fellows

PROGRAM ELEMENT 4: Grant Administration

Activity 21 Agreement Administration

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

Activity 22 Invoicing

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

Activity 23 Progress Reports and Final Report

The Grantee will be responsible for compiling progress reports and final report for submittal to DWR. Reports will meet generally accepted professional standards for technical reporting and the requirements terms of the contract with DWR outlined in Exhibit F of this agreement.

Deliverables:

- ☐ Executed Agreement
- ☐ Invoices and associated backup documentation
- ☐ Progress Reports
- ☐ Final Report

EXHIBIT B
BUDGET

Program Element	Grant Amount	Total
Program Element 1: Strengths & Needs Assessment	\$ 898,644	\$ 898,644
Program Element 2: Engagement / Education	\$ 1,853,068	\$ 1,853,068
Program Element 3: Project Development	\$ 3,233,288	\$ 3,233,288
Program Element 4: Grant Administration	\$ 315,000	\$ 315,000
Total	\$ 6,300,000	\$ 6,300,000

EXHIBIT C**SCHEDULE**

Program Element	Start Date	End Date
Program Element 1: Strengths & Needs Assessment	January-2017	June-2018
Program Element 2: Engagement & Education	January-2017	December-2019
Program Element 3: Project Development	January-2017	October-2019
Program Element 4: Grant Administration	January-2017	December-2019

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 Project or using any data and/or information developed under this Grant Agreement. During construction of the 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 Project, with the costs of such audit borne by State. After completion of the Project, State may require Grantee to conduct a final audit to State's specifications, at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may elect to pursue any remedies provided in Paragraph 10 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 Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional 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 medical and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the 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 Project, or with Grantee's service of water, without prior permission of State. Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee 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 15, "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 project.
- 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 9, 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 10.
- 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: 11615 Sterling Avenue, Riverside, CA 92503. No travel outside the Santa Ana 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 NO. 2017.9

**A RESOLUTION OF THE COMMISSIONERS OF THE SANTA ANA WATERSHED
PROJECT AUTHORITY AUTHORIZING THE GENERAL MANAGER, OR
DESIGNEE, TO EXECUTE A GRANT AGREEMENT AND SUB-AGREEMENTS FOR
THE DISADVANTAGED COMMUNITY INVOLVEMENT PROGRAM INTEGRATED
REGIONAL WATER MANAGEMENT PLANNING GRANT WITH THE STATE OF
CALIFORNIA, DEPARTMENT OF WATER RESOURCES**

WHEREAS, the Santa Ana Watershed Project Authority is the accepted Regional Water Management Group within the Santa Ana Funding Area of the California Integrated Regional Water Management Program;

WHEREAS, the One Water One Watershed 2.0 Plan has a goal to accomplish effective, equitable and collaborative integrated water management, with the objective of engaging with disadvantaged communities to eliminate environmental injustices;

WHEREAS, the Disadvantaged Communities Involvement Program will 1) explore the strengths and needs of overburdened communities in the watershed, 2) will through engagement and education uncover and share the needs and capacities within water agencies and communities, and 3) will assure integrated water management projects that are supported by communities are made ready for implementation and prioritized in the OWOW Plan Update 2018;

NOW, THEREFORE, BE IT RESOLVED that the Commission of the Santa Ana Watershed Project Authority, pursuant to Section 22050 of the California Public Contract Code, hereby resolves that:

The General Manager, or Designee, is authorized to execute a grant agreement with the State of California, Department of Water Resources, and associated sub-agreements, to accept and conduct the work of a Disadvantaged Community Involvement Program Grant pursuant to the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Water Code Section 79700 *et seq.*)

ADOPTED THIS 16th day of May, 2017.

SANTA ANA WATERSHED PROJECT AUTHORITY

By:


Susan Lien Longville, Chair

Attest:

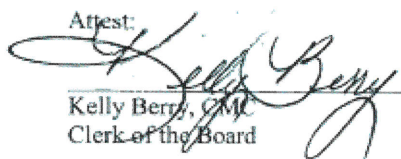

Kelly Berry, CMC
Clerk of the Board

EXHIBIT F**REPORT FORMATS AND REQUIREMENTS**

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

PROGRESS REPORTS

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information. For each project, discuss the following at the task level, as organized in Exhibit A (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 G
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 H**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 staff and the Grantee's

Project Files:

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

Memorandum

Date: March 7, 2017

To: Arthur Hinojosa, Chief
Division of Integrated Regional Water Management

Tracie L. Billington, P.E. Chief *TB 3/7/17*
Financial Assistance Branch

From: Division of Integrated Regional Water Management
~~Department of Water Resources~~

Subject: Approval of Disadvantaged Community (DAC) Involvement Grant Award for the Santa Ana Funding Area

This memorandum requests your approval to award \$6.3 million in Proposition 1 DAC Involvement grant funding to the Santa Ana Watershed Project Authority (SAWPA) for the Santa Ana Funding Area proposal titled *Disadvantaged Communities Involvement Program*.

Proposition 1, the Water Quality Supply, and Infrastructure Improvement Act of 2014, was passed by California voters on November 4, 2014, and authorized the Legislature to appropriate \$510 million for IRWM, of which not less than 10 percent (\$51 million) was allocated for the purposes of ensuring the involvement of DACs, economically distressed areas, and underrepresented communities (collectively referred to as DACs) in IRWM planning efforts.

On August 1, 2016, the Department of Water Resources (DWR) issued the final Proposition 1 IRWM Grant Program Guidelines (Guidelines) and DAC Involvement Request for Proposals (RFP). The Guidelines present the general processes that are used by DWR to administer the Grant Program. The RFP contains solicitation-specific information for awarding the \$51 million, including delegation of the grant approval authority from the Director to the Chief of the Division of IRWM. For this solicitation, DWR requires a single Funding Area-wide proposal from each of the 12 Proposition 1 Funding Areas. DWR is accepting proposals on an ongoing basis with the goal of awarding all DAC Involvement funds by summer 2017.

On November 10, 2016, DWR received the DAC Involvement proposal from SAWPA on the behalf of the Santa Ana Funding Area. DWR reviewed the proposal based on the criteria published in the RFP, and returned comments back to SAWPA on December 22, 2016. Comments included a request for the following information:

- 1) A letter of support for the proposal from the Santa Ana Regional Water Management Group
- 2) Additional detail and evidence of the known DAC water management needs
- 3) A discussion on the barriers encountered when attempting to involve DACs in past activities

- 4) Additional discussion regarding the criteria that will be developed, as part of the Technical Assistance for Community Needs task, to evaluate DAC projects, plans, and programs
- 5) Completion of a funding area wide final assessment report
- 6) Examples to demonstrate the team's ability to successfully and timely complete the proposed activities
- 7) A basis for the cost estimate of proposed activities

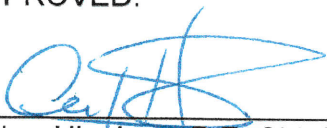
SAWPA revised the proposal and submitted an amended proposal to DWR on January 25, 2017, in which most of the information was provided. On February 9, 2017, DWR received a complete basis of cost estimate which completed the amended proposal. The revised proposed addresses DWR comments and therefore, staff recommend the award of grant funds. Attachment 1 presents a brief proposal summary and list of the activities that were included in the final proposal.

Following your approval of the award, DWR will send a commitment letter to the grant recipient formally notifying the proposal approval, the grant amount, and conditions that must be met prior to the execution of the grant agreement.

Listed below is the relevant fiscal information:

Grantee	Grant Amount	Fund	Fund Center	General Ledger No.
Santa Ana Watershed Project Authority	\$3,150,000	6083L92016	3860102906006900	9066170101
	\$3,150,000	6083L92017	3860102906008000	

APPROVED:



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

Date 3-7-17

Attachment 1: Proposal Summary

Attachment 1 Proposal Summary

Proposition 1 Disadvantaged Community Involvement Grant Program

Funding Area: Santa Ana

Applicant: Santa Ana Watershed Project Authority (SAWPA)

Grant Amount: \$6.3 million

Proposal Title: Disadvantaged Communities Involvement Program

Proposal Summary: By geographic area, 28 percent of the Santa Ana River watershed is considered as a Disadvantaged Community (DAC). The Santa Ana River watershed also includes a small area of sovereign tribal land (0.5 percent of the geographic area), some of which qualifies as a DAC. The SAWPA's One Water One Watershed (OWOW) planning efforts (i.e., their IRWM Plan) has identified general water management needs, as well as specific needs in some individual communities. DACs in the watershed cannot afford to invest in the infrastructure or maintenance necessary to meet or sustain their water needs; this is highlighted in the OWOW 2.0 Plan as the largest challenge. Other water management needs in the watershed include climate impacts on water supplies, legacy groundwater and local stormwater pollution, increased water demand through growth, and inadequate or limited understanding between water managers and community members.

The Santa Ana Funding Area DAC Involvement Proposal includes exploring the strengths and needs of DAC communities in the watershed, through engagement and education, uncover and share the needs and capacities within the water agencies and communities, and assure integrated water management projects that are supported by communities are made ready for implementation and prioritized in the OWOW Plan Update 2018.

Task Description	Amount Requested
Strengths & Needs Assessment	
<ul style="list-style-type: none"> • DACI Technical Advisory Committee (TAC): The TAC will include a representative from each of the program partners and the DAC and Tribal Pillar Chair, and will recruit other members from DACs in the watershed. This group will meet regularly to advise the DACI program efforts, and will assist developing community connections. 	\$143,202
<ul style="list-style-type: none"> • Disadvantaged Community/Tribal Pillar: SAWPA will assist the Pillar (one of the OWOW topic-based coordination efforts) to convene for workshops approximately five times per year. These workshops will provide opportunities to learn and consider relevant topics, including issues of homelessness. The Pillar, through conversation and deliberation, will develop the OWOW Plan Update 2018 chapter about DACs. 	\$56,893
<ul style="list-style-type: none"> • Engage Local Elected Leaders: The Local Government Commission (LGC) will lead efforts to interview and/or survey local elected leaders who serve DACs. 	\$73,035
<ul style="list-style-type: none"> • Engage Mutual Water Companies: The California Rural Water Association (CRWA) will engage with mutual water companies throughout the watershed to learn about the strengths and needs of these organizations. 	\$64,884
<ul style="list-style-type: none"> • Engage Water Agencies: SAWPA staff will engage with water agencies throughout the watershed to gather and summarize the understanding of strengths and needs of DACs within their water service areas. 	\$53,474
<ul style="list-style-type: none"> • Community Listening Workshops: The California State University Disadvantaged Community Center (CSU DACC) will conduct community workshops throughout the watershed, during which community members will share their understanding of the water-related strengths and needs of their community. 	\$96,843
<ul style="list-style-type: none"> • Community Water Ethnography of the Santa Ana River Watershed: CSU DACC will lead the writing of the Community Water Ethnography of the Santa Ana River Watershed, a report about social, cultural and water-related strengths and needs of the DACs in the watershed. 	\$230,603
<ul style="list-style-type: none"> • Homelessness & Water Convening: SAWPA staff and program partners will convene a one-day event to reveal synergies and develop new partnerships between those seeking to manage homelessness in the watershed and those engaged with water management. 	\$65,588
Engagement/Education	

Task Description	Amount Requested
<ul style="list-style-type: none"> • Tribal Consultation: Building upon past consultation efforts, the Disadvantaged Community/Tribal Pillar Chair, in partnership with SAWPA staff, CRWA and CSU DACC will confer with the sovereign tribal communities within the Santa Ana Watershed and the adjacent areas not served by a Regional Water Management Group. 	\$200,276
<ul style="list-style-type: none"> • Value of Water/Tap Water Trust: This activity will seek to share the value and safety of tap water within the communities of the watershed. There are negative economic and health outcomes from reliance on bottled water that for the Santa Ana watershed can be overcome with a respectful, multi-lingual, and compassionate outreach campaign. 	\$116,580
<ul style="list-style-type: none"> • Translation Services: SAWPA will contract for translation services to produce an on-call list of in-person meeting and written material translation consultants. 	\$171,833
<ul style="list-style-type: none"> • Engagement Best Practices Publications: The Water Education Foundation (WEF) will research and produce a printed publication that will take a broad look at the engagement of DACs with water management, with case studies from around the state, including the SAWPA region. 	\$118,617
<ul style="list-style-type: none"> • State of the Santa Ana Watershed Conferences: WEF, in partnership with SAWPA, will develop and host two conferences. Both events will in-part focus on the water management needs of communities, and the transition to implementation phases, respectively. The funding will support the DAC related aspects of the conferences. 	\$123,075
<ul style="list-style-type: none"> • Community Water Education: The CSU DACC will design and host nine DAC water education events, distributed appropriately to serve local DACs throughout the watershed. These events will provide learning opportunities for DAC members on how to engage with the water management process in the watershed. 	\$107,481
<ul style="list-style-type: none"> • Water Agency Community Engagement Training: Using information garnered during the Strengths & Needs Assessment, the CSU DACC will partner with SAWPA to provide nine DAC oriented trainings to water agencies staff in the watershed. This training will include engagement skills and specific knowledge about DACs served by the participating water agencies. 	\$156,204
<ul style="list-style-type: none"> • Local Elected Leader Training: LGC will develop and execute nine DAC oriented trainings for local elected leaders and their staff in the watershed. These training sessions will relay the findings of the Strengths & Needs Assessment program element, basic information on water management topics, and best practices for helping the DACs they serve, interact with water planning. 	\$233,035
<ul style="list-style-type: none"> • Community Engagement Interns Program: This program will support water-related DAC engagement internships for students from the CSU, University of California, and community college campuses of the watershed. The program, administered by the CSU DACC, will seek applications from public agencies and environmental or social justice non-governmental organizations for the services of pairs of interns to assist with community engagement or public affairs work related to DACs. 	\$644,091
Project Development	
<ul style="list-style-type: none"> • Technical Assistance (TA) for Community needs: During engagement efforts the program team will learn of projects, plans and programs. Following evaluation of these projects, plans and programs, an appropriate set will receive TA for project engineering services, curriculum development, translation services, and program support. The evaluation of the projects, plans, and programs will follow a set of evaluation criteria to be developed by the DACI TAC. This effort may also link to the State Water Resources Control Board's Technical Assistance Program, via the CSU DACC and CRWA which are both statewide TA providers. 	\$3,087,588
<ul style="list-style-type: none"> • OWOW Plan Update 2018: The DAC Involvement program information (or results) will be incorporated in the OWOW Plan. This will include an update to Subchapter 5.11 DAC/Tribal Communities and a general update throughout in reference to DAC engagement best practices, maps, and other related materials. This will be a complementary effort to the actions funded the related Proposition 1 IRWM Planning Grant. 	\$130,699

Task Description	Amount Requested
<ul style="list-style-type: none"> • CivicSpark Water Fellows: SAWPA will host two CivicSpark Water Action Fellows each of the three years of the program. The Fellows will support program implementation at SAWPA, completing components of each of the Program Elements. Among their duties, the Fellows will support the CSU interns with in-service training, mentorship, coordination, and cohort-building. 	\$111,000
Contract Administration	\$315,000
Total:	\$6,300,000

Grant Agreement 4600011889

Amendment 1

Under the 2016 Proposition 1 Integrated Regional Water Management Disadvantaged Community Involvement Grant

**State of California
Natural Resources Agency
Department of Water Resources**

**Agreement Between The State of California
Department of Water Resources
and the Santa Ana Watershed Project Authority**

This amendment to Agreement 4600011889 is made on _____. The agreement is amended as follows:

Agreement. Revised Paragraph 2. Term of the Agreement is changed from April 30, 2020 to July 31, 2021 and Paragraph 26 (attached).

Project Element 1: Strengths and Needs Assessment. The Schedule (Exhibit C) for this project is updated to reflect current project conditions. A revised Schedule is attached.

Project Element 2: Engagement and Education. The Work Plan (Exhibit A) and Schedule (Exhibit C) for this project are updated to reflect an increased scope of work. A revised Work Plan and Schedule are attached.

Project Element: 3 Project Development. The Schedule (Exhibit C) for this project is updated to reflect current project conditions. A revised Schedule is attached.

Project Element 4: Grant Administration. The Schedule (Exhibit C) for this project is updated to reflect current project conditions. A revised Schedule is attached.

All other terms and conditions of the agreement will remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this amendment on the date first written above.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

Santa Ana Watershed Project Authority

Carmel Brown, P.E., Chief
Financial Assistance Branch
Division of Regional Assistance



Richard Haller
General Manager

Date_____

Date 1/7/2020

Approved as to Legal Form and Sufficiency

Robin Brewer, Assistant Chief Counsel
Office of Chief Counsel

Date_____

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA
(DEPARTMENT OF WATER RESOURCES) AND
SANTA ANA WATERSHED PROJECT AUTHORITY
AGREEMENT NUMBER 4600011889
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 Santa Ana Watershed Project Authority, a public agency, in the Counties of Los Angeles, Orange, Riverside, and San Bernardino 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 project associated with the Santa Ana 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 July 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 \$6,300,000.
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 project in accordance with applicable provisions of the law.
 - e) Fulfill its obligations under the Grant Agreement, and be responsible for the performance of the project.
5. BASIC CONDITIONS. State shall have no obligation to disburse money for project 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 15 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 project as listed in Exhibit A of this Grant Agreement.

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

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

Santa Ana Watershed Project Authority
Richard Haller
General Manager
11615 Sterling Avenue
Riverside, CA 92503
Phone: (951) 354-4220
e-mail: rhaller@sawpa.org

Direct all inquiries to the Project Manager:

Department of Water Resources
Ashley Gilreath
Division of Regional Assistance

P.O. Box 942836
Sacramento, CA 94236-0001
Phone: (916) 653-9190
e-mail: Ashley.Gilreath@water.ca.gov

Santa Ana Watershed Project Authority
Rick Whetsel
Senior Watershed Manager
11615 Sterling Avenue
Riverside, CA 92503
Phone: (951) 354-4222
e-mail: RWhetsel@sawpa.org

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

7. 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 – Report Formats and Requirements
Exhibit G – Requirements for Statewide Monitoring and Data Submittal
Exhibit H – State Audit Document Requirements for Grantees

EXHIBIT A WORK PLAN

PROGRAM ELEMENT 2: Engagement / Education

This program element contains activities that will accomplish multiple long-term outcomes for the region. It will provide community members a better understanding of water management and water managers enriched understanding of community strengths and needs. By facilitating engagement of students, and by hosting events that convene broad groups of stakeholders and community members, participation with the OWOW process will be strengthened. Lastly, by engaging and educating elected representatives from overburdened or underrepresented communities, this effort will create lasting relationships that ensure equitable representation in watershed decision making.

Activity 9 Tribal Consultation

SAWPA staff, Cal Rural Water Association (CRWA) staff and CSU DACC personnel will confer with the sovereign tribal communities within the Santa Ana Watershed and the adjacent areas not served by a Regional Water Management Group. Invitations to participate will be made to tribal groups not currently recognized by federal and state governments.

SAWPA staff and CRWA will confer with the sovereign tribal communities within the Santa Ana River Watershed on the formation of a Tribal Advisory Committee. The Tribal Advisory Committee will develop an action plan to address Tribal water resource needs.

Deliverables:

- ☐ Sign-in sheets or similar documentation from consultation between OWOW/DCI Program and Tribal government representatives
- ☐ Tribal water management needs incorporated into OWOW Plan Update 2018
- ☐ Tribal AC Action plan

Activity 10 Value of Water / Tap Water Trust

This task will share the value and safety of tap water within the communities of the watershed. In the vast majority of the communities tap water is clean and affordable, yet many new immigrant communities, for many reasons, do not trust the tap water is safe to drink. There are negative economic and health outcomes from reliance on bottled water that for the Santa Ana watershed can be overcome with a respectful, multi-lingual and compassionate outreach campaign. SAWPA will expand existing information campaign programs or initiate new ones through an RFP process.

Deliverables:

- ☐ RFP and scoping documents
- ☐ Copies of Outreach campaign materials
- ☐ Roster of participating agencies
- ☐ Map of watershed regions where campaign is carried out

Activity 11 Translation Services

SAWPA will issue an RFQ for translation services to produce an on-call list of in-person meeting and written material translation consultants. SAWPA will issue an RFP for local entities to access the on-call consultants for translation services on activities related to community engagement for water management.

Deliverables:

- ☐ RFQ/RFP documents
- ☐ Copies of translated written material
- ☐ Notice and list of translated public events
- ☐ Pictures from translated public events

Activity 12 Engagement Best Practices Publications

The Water Education Foundation (WEF) will research and produce a printed publication that will take a broad look at the engagement of disadvantaged communities with water management, with case studies from around the state, including the SAWPA region. This publication will be distributed throughout the State in support of stronger engagement between communities and integrated water resources management.

The Water Education Foundation will research and produce an online publication that will summarize some of the specific findings and outcomes from the region discovered through the work completed in the three-year grant period.

Deliverables:

- ☐ Engagement Best-Practices publication (printed)

Activity 13 State of the Santa Ana Watershed Conferences

The WEF, in partnership with SAWPA, will develop and execute two conferences. Both events will model previously successful OWOW conference events in the Santa Ana River Watershed, and will in-part focus on the water management needs of communities, and the transition to implementation phases, respectively. The DACI grant will support multiple cost-free registrations at each conference for community members or their trusted representatives. It will also support the cost of several exhibitor slots for nonprofits with community engagement missions so they can participate in the conversation. Other costs associated with the conferences will be separately funded.

Deliverables:

- ☐ Notice of conferences
- ☐ Copies of conference materials related to the DCI Program
- ☐ Roster of grant-supported registrants and exhibitors

Activity 14 Community Water Education

SAWPA staff working with LGC and CRWA will design and host up to nine community water education events, distributed appropriately to serve local communities throughout the watershed. These events will provide learning opportunities for community members on how to engage with the water management process in the watershed.

Deliverables:

- ☐ Notice of events
- ☐ Event pictures
- ☐ Copies of event specific materials

Activity 15 Water Agency Community Engagement Training

LGC and CRWA will partner with SAWPA to provide trainings and workshops for water agencies. These will include up to six CRWA trainings directed at small Community Water Systems and Mutual Water Companies, as well as, three workshops to inform and educate water agencies staff in the watershed on the SAWPA Disadvantaged Community Involvement (DACI) program. The agency workshops will include a review of the DACI program, lessons learned, and program recommendations for next steps.

EXHIBIT C
SCHEDULE

Program Element	Start Date	End Date
Program Element 1: Strengths & Needs Assessment	January-2017	December 2019
Program Element 2: Engagement & Education	January-2017	June 2021
Program Element 3: Project Development	January-2017	June 2021
Program Element 4: Grant Administration	January-2017	July 2021


Certificate Of Completion

Envelope Id: 394AF10742D246F6BDB28F5830ED1409	Status: Completed
Subject: Please DocuSign: 4600011889 Amendment 1.pdf	
Source Envelope:	
Document Pages: 7	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Graber, Lana
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1416 9th Street
	Sacramento, CA 95814
	Lana.Grabber@water.ca.gov
	IP Address: 136.200.53.22

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Signer Events

Signer Events	Signature	Timestamp
Richard Haller rhaller@sawpa.org rh		Sent: 1/6/2020 12:57:40 PM Viewed: 1/7/2020 3:44:27 PM Signed: 1/7/2020 3:46:19 PM
Security Level: Email, Account Authentication (None)	Signature Adoption: Drawn on Device Using IP Address: 174.195.130.217 Signed using mobile	

Electronic Record and Signature Disclosure:
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In Person Signer Events

Signature	Timestamp
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Editor Delivery Events

Status	Timestamp
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Agent Delivery Events

Status	Timestamp
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Intermediary Delivery Events

Status	Timestamp
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Certified Delivery Events

Status	Timestamp
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Ashley Gilreath Ashley.Gilreath@water.ca.gov Environmental Scientist Department of Water Resources Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; display: inline-block;">VIEWED</div>	Sent: 1/7/2020 3:46:21 PM Viewed: 1/13/2020 7:05:05 AM
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Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	1/13/2020 7:05:05 AM
Completed	Security Checked	1/13/2020 7:05:05 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Department of Water Resources:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by phone call: (916) 653-5791

To contact us by paper mail, please send correspondence to:

Department of Water Resources

P.O. Box 942836

Sacramento, CA 95236-0001

To advise Department of Water Resources of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at don.davis@water.ca.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

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To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account

Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> • Allow per session cookies • Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Department of Water Resources as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Department of Water Resources during the course of my relationship with you.