

STATE OF CALIFORNIA THE NATURAL RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES

AGREEMENT BETWEEN THE STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES AND
<INSERT NAME>, AGREEMENT NO. <INSERT AGREEMENT NUMBER>
UNDER THE LOCAL GROUNDWATER MANAGEMENT ASSISTANCE ACT OF 2000

THIS GRANT AGREEMENT, entered into by and between State of California, acting by and through the Department of Water Resources, herein referred to as the "State" and the <Enter Grantee Name>, a local public agency in the <County(ies)> of <Enter County(ies) Name(s)>, 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 a grant from the Local Groundwater Assistance (LGA) Fund to Grantee for the purpose of conducting groundwater studies or for carrying out groundwater monitoring and management activities in accordance with Grantee's groundwater management authority.
2. TERM OF AGREEMENT: The term of this Agreement begins on December 1, 2008 and terminates on May 15, 2011 or when all of the Parties' obligations under this Agreement have been fully satisfied, whichever occurs earlier.
3. SCHEDULE: Grantee shall diligently perform or cause to be performed all project work as described in Exhibit A, Work Plan, and in accordance with Exhibit B, Project Schedule.
4. GRANT AMOUNT: The maximum amount payable under this Agreement shall not exceed \$<INSERT AMOUNT>.
5. GRANTEE COSTS: The reasonable costs of the project are estimated to be \$<INSERT AMOUNT>. Grantee agrees to fund the difference between the estimate of project cost in its grant application and the Grant Amount specified in Paragraph 4, if any. Grantee cost share is estimated to be \$<INSERT AMOUNT>.
6. ELIGIBLE COSTS: Grantee shall apply State funds received only to eligible Project Costs in accordance with applicable provisions of the law and Exhibit C, Project Budget. Eligible project costs include the reasonable costs of studies, engineering, design, land and easement acquisition, legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Only work performed after the effective date of this Grant Agreement shall be eligible for reimbursement. Reasonable administrative expenses may be included as Project Costs and will depend on the complexity of the project preparation, planning, coordination, construction, acquisitions, implementation, and maintenance. Reimbursable administrative expenses are the

necessary costs incidentally but directly related to the project including an appropriate pro-rata allocation of overhead and administrative expenses that are regularly assigned to all such projects in accordance with the standard accounting practices of the Grantee.

Costs that are not eligible for reimbursement include but are not limited to:

- a. Costs incurred prior to execution of this Agreement;
- b. Purchase of equipment not an integral part of the project;
- c. Purchase of water supplies not an integral part of the project;
- d. Establishing a reserve fund;
- e. Replacement of existing funding sources for ongoing programs;
- f. Support of existing agency requirements and mandates;
- g. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of the project, as set forth and detailed by engineering and feasibility studies, or land purchased prior to execution of this Agreement; and
- h. Payment of principal or interest of existing indebtedness or any interest payments unless the debt is incurred after execution of this 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 project costs.
- i. Operation and maintenance costs.

7. **GRANTEE RESPONSIBILITIES:** Grantee and its representatives, with the authority to act for Grantee, shall be responsible for work and for persons or entities engaged in work, including, but not limited to, subcontractors, suppliers, and providers of services. Grantee or its representatives shall provide regular inspections of any construction work in progress. Grantee and its representatives shall fulfill its obligations under the Grant Agreement, Grantee shall faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A, Project Work Plan. Grantee shall comply with all of the terms and conditions of this Agreement and with Part 2.78 (commencing with Section 10795) of Division 6 of the California Water Code (CWC).

Grantee shall be responsible for any and all disputes arising out of its contracts for work on the project, including but not limited to bid disputes and payment disputes with Grantee's representatives, contractors, and subcontractors. State will not mediate disputes between Grantee and any other entity concerning responsibility for performance of work.

8. **RELATIONSHIP OF PARTIES:** Grantee is solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of grant funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Grant Agreement.
9. **GRANTEE REPRESENTATIONS:** 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 Grantee in the application, documents, amendments, and communications filed in support of its request for Local Groundwater Assistance Program Funds under CWC Section 10795 *et seq.* (Assembly Bill 303).

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10. **PROJECT PERFORMANCE AND ASSURANCES:** Grantee agrees to faithfully and expeditiously perform or cause to be performed all project work as described in the Work Plan, Exhibit A, under this Grant Agreement and implement the Project in accordance with applicable provisions of the law. Grantee and its representatives shall fulfill its obligations under the Grant Agreement, and shall be responsible for the performance of the project. 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. **BASIC CONDITIONS:** State shall have no obligation to disburse money for a project under this Grant Agreement unless and until Grantee has satisfied for such project the State's requirements for disbursement in accordance with the Local Groundwater Assistance Program Funds under CWC Section 10795 *et seq.* (Assembly Bill 303): which include:
- Grantee demonstrates the availability of sufficient funds to complete the project.
 - Grantee demonstrates that it has complied with all applicable requirements of the California Environmental Quality Act (California Public Resources Code Section 21000 *et seq.*) and the National Environmental Policy Act by submitting copies of any environmental documents, including environmental impact reports, environmental impact statements, negative declarations, mitigation agreements, and environmental permits as may be required prior to beginning construction/implementation.
 - For the term of this Grant Agreement, Grantee submits timely periodic progress reports as required by Paragraph 16, "Submission of Reports."
12. **DISBURSEMENT OF GRANT FUNDS:** Prior to disbursement of funds by State, Grantee shall submit to State the following:
- Final plans and specifications as required by the State, certified by a California Registered Civil Engineer as to compliance with the approved project as defined in Paragraph 1, "Purpose;" and
 - A written statement that all necessary permits, easements, rights-of-way, and approvals as may be required by other State, federal, and/or local agencies as specified in Paragraph 19, "Permits, Licenses, Approvals, and Legal Obligations" have been obtained.
- Following the review of each invoice, State will disburse to Grantee the amount approved, subject to the availability of funds through normal State processes. Funds will be disbursed by State in response to each approved invoice on a *pro rata basis by task with Grantee cost share*, and in accordance with the Budget, Exhibit C. Any and all money disbursed to Grantee under this Grant Agreement and any and all interest earned by Grantee on such money shall be used solely to pay Eligible Costs.
13. **WITHHOLDING OF GRANT DISBURSEMENT:** If State determines that a project is not being performed or constructed substantially in accordance with the provisions of this Grant Agreement, or that Grantee has failed in any other respect to comply substantially 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 Grant Commitment and take any other action that it deems necessary to protect its interests.

If State notifies Grantee of its decision to *withhold the entire grant* amount from Grantee pursuant to the Default Provisions below, this Grant Agreement shall terminate when Grantee receives State's termination notice.

14. **DEFAULT PROVISIONS:** Grantee will be in default under this Grant Agreement if any of the following occur:
- Breach of this Grant Agreement, or any supplement or amendment to it, or any other agreement between Grantee and State evidencing or securing Grantee's obligations;
 - Making any false warranty, representation, or statement with respect to this Grant Agreement; Failure to operate or maintain projects in accordance with this Grant Agreement; or
 - Failure to make any remittance required by this Grant Agreement.

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

- Declare the Grant be immediately repaid, with interest, which shall be equal to State of California general obligation bond interest rate in effect at the time of the default;
 - Terminate any obligation to make future payments to Grantee;
 - Terminate the Grant Agreement; and take any other action that it deems necessary to protect its interests.
15. **METHOD OF PAYMENT:** After the disbursement requirements are met, State will disburse the whole or portions of the Grant commitment to Grantee, following receipt from Grantee of an invoice for costs incurred, and timely progress reports as required in the Paragraph 16, "Submission of Reports." Invoices submitted by Grantee shall include the following information:
- a. Costs incurred for work performed in implementing the project or project contracts during the period identified in the particular invoice.
 - b. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the construction, operation, or maintenance of a project.
 - c. Any appropriate receipts and reports for costs incurred.
 - d. 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 specified in the Project Budget, Exhibit C. 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. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's grant amount, Paragraph 4 and those costs that represent Grantee's costs, as applicable, Paragraph 5.
 - iv. Original signature and date (in ink) of Grantee's Project Manager.

Payment will be made *no more than monthly*, in arrears, upon receipt of an invoice bearing the Grant Agreement number. All invoices must be submitted on or before the agreement termination date specified in Paragraph 2. Submit the original and three (3) copies of the invoice form to the following address:

Department of Water Resources
Division of Integrated Regional Water Management
Financial Assistance Branch

Attention: <INSERT LGA POC>

Overnight/Hand Delivery Address:
901 P Street, Room 213-A
Sacramento CA 95814

Mailing Address:
P. O. Box 942836
Sacramento, CA 94236-0001

16. **SUBMISSION OF REPORTS:** The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to State. All reports shall be submitted to the State's Project Manager, and shall be submitted in both electronic and hard copy forms. If requested, Grantee shall promptly provide any additional information deemed necessary by State for approval of reports. Reports shall be presented in the formats described in Exhibit E, Report Format. The submittal and approval of reports is a requirement for initial and continued disbursement of State funds.
- **Quarterly Reports:** Beginning <insert date of submittal of first quarterly report> and for the duration of the Grant Agreement, Grantee shall submit to State quarterly progress reports on the status of the project. Reports shall be submitted by the last day of January, April, July, and October for the preceding quarter. These reports shall include a description of project operations to date and their effectiveness, any data developed or information gained, any costs incurred, and any problems encountered or benefits achieved as a result of the work accomplished to date. Quarterly reports shall include a statement of progress compared to the schedule contained in Exhibit B, Schedule, and a comparison of actual costs to date to the budget contained in Exhibit C, Budget. Submittal of the report on time is the responsibility of the Grantee.
 - **Final Report:** Grantee shall prepare and submit to State, on completion of the project, an original Final Project Report and two copies. Grantee shall submit the Final Report within ninety (90) calendar days of completion of all tasks associated with a project. The Final Report shall include a description of actual work done, a final schedule showing actual progress versus planned progress, and copies of any final documents or reports generated or utilized during a project. The Final Project Report shall be provided in hard copy and digital format prior to final payment of grant funds retained by State. Groundwater level and other data shall be submitted in accordance with Exhibit F. Grantee shall also provide a copy of any enacted ordinances, laws, and groundwater management plans that have been enacted or adopted as a result of the grant.
17. **PERFORMANCE EVALUATION:** Grantee's performance under this Agreement will be evaluated by State after completion.
18. **OPERATION AND MAINTENANCE OF PROJECT:** Grantee agrees to maintain and operate any property or facilities acquired, developed, rehabilitated, or restored with the grant funds provided pursuant to this Agreement for the useful life of the project. The Grantee assumes all operations and maintenance costs of the facilities and structures; State shall not be liable for any cost of such maintenance, management, or operation. Grantee may be excused from operations and maintenance only upon the written approval of the State's Project Manager. For purposes of this Grant Agreement, "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance,

and similar expenses. "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. Prior to abandonment or closure of any wells constructed pursuant to this Agreement, Grantee agrees to allow State the opportunity to continue monitoring of such wells. Grantee agrees that any well destruction, or closure of wells constructed, destroyed, or closed in connection with this Agreement shall be performed in compliance with applicable laws, including but not limited to, State and local well standards. Refusal of Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 14, "Default Provisions."

19. PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS: Grantee shall be responsible for obtaining and listing in its application any and all applicable permits, licenses, and approvals required for performing its obligations under this Agreement. Grantee shall comply with the California Environmental Quality Act (California Public Resources Code Section 21000 *et seq.*) and other applicable federal, State and local laws, rules, and regulations, guidelines, and requirements for the project as described in Exhibit A, Work Plan, prior to disbursement of funds under this Agreement. Grantee shall provide copies of all applicable permits, licenses or approvals to the State at the State's request.

Grantee agrees to comply with all applicable California Labor Code requirements, including prevailing wage provisions. Grantee must, independently or through a third party, adopt and enforce a Department of Industrial Relations-certified Labor Compliance Program (LCP) meeting the requirements of Labor Code section 1771.5 for projects funded by:

- a. Proposition 50 (Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2002; CWC Sections 79500 *et seq.*);
- b. Proposition 84 (Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006; California Public Resources Code Sections 75076 *et seq.*);
- or
- c. Any other funding source requiring an LCP.

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

20. NOTIFICATION OF STATE: For each project, Grantee shall promptly notify, in writing, State 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.
 - 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 fourteen (14) calendar days prior to the event.
 - c. Completion of work on a project.
 - d. Grantee shall notify the State at least fourteen (14) calendar days prior to the final inspection.

21. **PROJECT MANAGERS:** Either party may change its Project Manager upon written notice to the other party.
- State's Project Manager: State's Project Manager shall be the Chief, Division of Integrated Regional Water Management, Department of Water Resources. State's Project Manager shall be State's representative and shall have the authority to make determinations and findings with respect to each controversy arising under or in connection with the interpretation, performance, or payment for work performed under the Grant Agreement.
 - Grantee's Project Manager: Grantee's Project Manager shall be <Enter Name and Job Title>. Grantee's Project Manager shall be the Grantee's representative for the administration of the Grant Agreement and shall have full authority to act on behalf of the Grantee, including authority to execute all payment requests.
22. **NOTICES:** Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Agreement shall be in writing. Notices may be sent by any of the following means: (i) by delivery in person; (ii) by certified U.S. mail, return receipt requested, postage prepaid; (iii) by "overnight" delivery service; provided that next-business-day delivery is requested by the sender; or (iv) by facsimile transmission. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given five (5) business days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent by facsimile will be effective on the date of successful transmission, which is documented in writing. Notices shall be sent to the above addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below:
- State of California
Department of Water Resources
Division of Integrated Regional Water Management
Attention: Chief, Integrated Regional Water Management
Financial Assistance Branch
Post Office Box 942836
Sacramento, California 94236-0001
- (Grantee Contract Representative)
(Grantee Agency Name)
(Grantee Mailing Address)
23. **INCORPORATION OF STANDARD CONDITIONS AND GRANTEE COMMITMENTS:** The following exhibits are attached and made a part of this Agreement by this reference:
- Exhibit A Project Work Plan
- Exhibit B Project Schedule
- Exhibit C Project Budget
- Exhibit D Standard Conditions
- Exhibit E Report Format and Requirements
- Exhibit F Well Data and Statewide Monitoring Requirements
- Exhibit G Grantee Resolution

Exhibit H Travel and Per Diem Expenses

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

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

<GRANTEE AGENCY>

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

<NAME>
<TITLE>

Date_____

Date_____

Approved as to Legal Form and Sufficiency

David A. Sandino
Chief Counsel, Office of Chief Counsel

Date_____

EXHIBIT A PROJECT WORK PLAN

For State Project Manager:

<Insert project description, work plan, plan for environmental compliance and permitting, quality assurance and control measures, measures to assurance performance of the project, deliverables, measures for information dissemination, and any other relevant sections from the Grantee's application and other information as determined in the "proposal evaluation" and by the project manager. Omit items in the application that are not contract related, such as why they need the funds and specific names of Contractors or consultant>

EXHIBIT B PROJECT SCHEDULE

For State Project Manager:

*<Insert revised project schedule that ends no later than May 15, 2011 and includes submittal of **final report.**>*

EXHIBIT C PROJECT BUDGET

For State Project Manager:

<Insert the standard budget as required in Table C-1 in the Proposal Solicitation Package. Include additional task items as appropriate.>

EXHIBIT D STANDARD CONDITIONS

D.1 ACCOUNTING AND DEPOSIT OF GRANT DISBURSEMENT:

SEPARATE ACCOUNTING OF GRANT DISBURSEMENT AND INTEREST RECORDS: Grantee shall account for the money disbursed pursuant to this Grant Agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts, disbursements, and interest earned on expenditures of such funds. Grantee shall require its contractors, or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.

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.

REMITTANCE OF UNEXPENDED FUNDS: Grantee, within a period of sixty (60) calendar days from the final disbursement from State to Grantee of grant funds, shall remit to State any unexpended funds that were disbursed to Grantee under this Grant Agreement and were not needed to pay Eligible Project Costs.

D.2 ACKNOWLEDGEMENT OF CREDIT: Grantee shall include appropriate acknowledgement of credit to the State and to all cost-sharing partners for their support when promoting the project or using any data and/or information developed under this Grant Agreement. During construction or implementation of the project, as agreed upon by the State, Grantee shall install a sign at a prominent location which shall include a statement that the project is financed under the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, administered by State of California, Department of Water Resources. Grantee shall notify State once 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 AMENDMENT: No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the parties.

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

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

Grantee agrees that the awarding department, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant Agreement. Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated.

Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any contract related to performance of this Agreement.

- D.6 BUDGET CONTINGENCY:** If the Budget Act of the current year and/or any subsequent years covered under this Grant Agreement does not appropriate sufficient funds for the project, 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 is reduced or deleted by the Budget Act for purposes of this program, State shall have the option to either cancel this Grant Agreement with no liability occurring to State, or offer a Grant Agreement amendment to Grantee to reflect the reduced amount.
- D.7 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.8 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.9 CONFLICT OF INTEREST:**
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.
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.
- D.10 DELIVERY OF INFORMATION, REPORTS, AND DATA:** Grantee agrees to expeditiously provide, during work on the project and throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by State.
- D.11 DISPOSITION OF EQUIPMENT:** Grantee shall provide to State, not less than 30 days prior to submission of the final project invoice, a final inventory list of equipment purchased with grant funds provided by State. Grantee shall consult with State on the scope of the inventory not less than 60 days prior to the submission of the final project invoice. The inventory shall include all items with a current estimated fair market value of more than \$500 per item. Within 60 days of receipt of such inventory, State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.

D.12 DISPUTES: In the event of an invoice dispute, payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided may result in return of the invoice to the Grantee. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail.

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

D.13 DRUG-FREE WORKPLACE REQUIREMENTS: Grantee and its contractors or subcontractors will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 *et seq.*) and have or will provide a drug-free workplace by taking the following actions:

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

D.14 FINAL INSPECTIONS AND CERTIFICATION: Upon completion of a construction project and as determined by State, Grantee shall provide evidence (including pictures during construction) of a final inspection and certification by an independent California Registered Civil Engineer, California Professional Geologist, and/or appropriate professional. Evidence and certification shall confirm that the project has been completed to State's satisfaction in accordance with Exhibit A Work Plan, any submitted final plans and specifications, and any State approved modifications per this Grant Agreement.

D.15 GOVERNING LAW: This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

D.16 INCOME RESTRICTIONS: Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by Grantee under this Grant Agreement shall be paid by Grantee to State, to the extent that they are properly allocable to costs for which Grantee has been reimbursed by State under this Grant Agreement.

D.17 INDEMNIFICATION: Grantee agrees to indemnify State and its officers, agents, and employees against and to hold the same free and harmless from any and all claims, demands, damages, losses, costs, expenses, or liability due or incident to, either in whole or in part, and whether directly or indirectly, arising out of the project, including, without limitation, arising out of post-construction operation and maintenance.

D.18 INDEPENDENT CAPACITY: Grantee, and the agents and employees of Grantee, if any, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.

- D.19 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 to the extent permitted by Government Code sections 6250 et seq., or other applicable laws. 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 as provided in Paragraph 14, "Default Provisions."
- D.20 INSPECTIONS OF PROJECTS BY STATE:** State shall have the right to inspect the work being performed at any and all reasonable times, providing a minimum of a 24-hour notice, 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.21 NONDISCRIMINATION:** During the performance of this Grant Agreement, Grantee and its contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Grantee and its contractors 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 shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full. Grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts to perform work under the Grant Agreement.
- D.22 OPINIONS AND DETERMINATIONS:** The parties agree that review or approval of any project applications, documents, permits, plans and specifications or other program information by the State is for administrative purposes only and does not relieve the Grantee of its responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the project.
- D.23 PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** 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 without prior permission of State. Grantee shall not take any action concerning the performance of this Grant Agreement, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee to meet its obligations under this Grant Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property acquired through this Grant Agreement be remitted to State.
- D.24 REMEDIES, COSTS, AND ATTORNEY FEES:** Grantee agrees that any remedy provided in this Grant Agreement is in addition to and not in derogation of any other legal or equitable remedy available as a result of breach of this Grant Agreement, whether such breach occurs before or after completion of the project, and exercise of any remedy provided by this Grant Agreement shall not preclude either party from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Grant Agreement, it is agreed that the prevailing party shall be entitled to such reasonable costs and/or attorney fees as may be ordered by the court entertaining such litigation.
- D. 25 RETENTION:** State shall withhold ten percent (10.0%) of the funds requested by Grantee for reimbursement of Eligible Costs until the project is completed and Grantee has met requirements of this Grant Agreement,

including Paragraph 16, "Submissions of Reports."

- D.26 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 in the public domain. 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.
- D.27 SEVERABILITY OF UNENFORCEABLE PROVISION:** If any provision of this Grant Agreement is held invalid or unenforceable by a court of final jurisdiction, all other provisions of this Grant Agreement shall be construed to remain fully valid, enforceable, and binding on the parties.
- D.28 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 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.29 TERMINATION, IMMEDIATE REPAYMENT, INTEREST:** This Grant Agreement may be terminated by written notice at any time prior to completion of the project, at the option of State, upon violation by Grantee of any material provision after such violation has been called to the attention of Grantee and after failure of Grantee to bring itself into compliance with the provisions of this Grant Agreement within a reasonable time as established by State. In the event of such termination, Grantee agrees, upon demand, to immediately repay to State an amount equal to the amount of grant funds disbursed to Grantee prior to such termination. In the event of termination, interest shall accrue on all amounts due at the highest legal rate of interest from the date that notice of termination is mailed to Grantee to the date of full repayment by Grantee.
- D.30 TIMELINESS:** Time is of the essence in this Grant Agreement.
- D.31 TRAVEL:**
Travel includes the costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Grant Agreement. Travel and per diem shall be reimbursed consistent with the rates applicable at the time of travel. These rates are published at <http://www.dpa.ca.gov/jobinfo/statetravel.shtm> or its successor website. For the purpose of computing such expenses, Grantee's designated headquarters shall be: <insert grantee address>. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State. Exhibit H, Travel and Per Diem Expenses, provides the travel reimbursement rates posted at the time of execution of this Grant Agreement.
- D.32 WAIVER OF RIGHTS:** None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

EXHIBIT E

REPORT FORMAT AND REQUIREMENTS

QUARTERLY REPORT

Grantee shall use the following outline as a template for Quarterly Reports.

E.1 Executive Summary

- a. Provide a brief summary of the items contained in the body of the report.

E.2 Report Status

- a. Describe what portions of work plan tasks have been addressed and what work has been performed by category, such as:
 1. Legal Matters
 2. Engineering Matters
 3. Environmental Matters
- b. Describe major accomplishments, such as:
 1. Task completed
 2. Milestones met
 3. Meetings held or attended
 4. Press release, etc.
- c. Discuss any issues or concerns that may affect the schedule or budget and include recommendations on how to correct the matter(s).
- d. Discuss activities planned for the next reporting period
 1. A description of work to be performed in the next period
 2. Issues/concerns that may affect the schedule or budget in the future and how the matter(s) will be addressed

E.3 Cost Information

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

E.4 Schedule Information

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

FINAL REPORT

Grantee shall prepare and submit to State, on completion of the project, an original, two hard copies and one copy in electronic format of the Final Project Report and supporting report and document funded with this contract as described in Exhibit F well data requirements, which shall include at a minimum:

- Executive Summary;
- Comparison of the actual work performed with tasks in the Exhibit A, Project Work Plan, with an explanation of the differences;
- Discussion of major problems that occurred in meeting the project goals and objectives as proposed and how and if they were resolved;
- Detailed description and analysis of project results and benefits attained or goals achieved as related to improved groundwater management; and
- A summary of the costs incurred and disposition of funds be disbursed, including a table showing actual costs versus the costs in the Exhibit C, Project Budget, by task with an explanation of the differences.

The Final Project Report shall also include all final deliverables as described in the Exhibit A, Project Work Plan. Grantee shall also provide a copy of any enacted ordinances, laws, and groundwater management plans that have been enacted or adopted as a result of the grant. Data collected pursuant to this grant, shall be submitted in accordance with Exhibit F well data requirements.

ELECTRONIC REPORTING

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

- Text preferably in MS WORD and also text PDF format.
- Files generally less than 10 MB in size.
- Files named so that the public can determine their content. For example, file naming of reports must have the title and, if subdivided into smaller sized files, the chapter number/letter and names in the report Table of Content (TOC); files of maps, figures, and tables by number/letter as referenced in the TOC; well logs files with DWR required naming convention; and appendix number/letter as named in the TOC.
- For groundwater modeling projects, grantee shall provide the major input data files, parameters, calibration statistics, output files, and other information requested by DWR's Project Manager.

EXHIBIT F

WELL DATA AND STATEWIDE MONITORING REQUIREMENTS

WELL DATA REQUIREMENTS

Grantee agrees to submit the following data for each well installed under this Agreement. Grantee shall submit this data in electronic format. Grantee agrees to waive the confidentiality provisions of Section 13752 of the California Water Code. State shall make this data available to the public via the DWR web site:

- a. **STATE WELL NUMBER:** Each well installed under this Agreement shall have a State Well Number assigned by the local DWR Regional Office (formerly District).
- b. **SITE INFORMATION:** The horizontal position of each well shall be determined at a minimum to within 0.25 feet, using GPS technology and/or conventional surveying methods. The reported location shall specify the horizontal datum (e.g. NAD 83) and the measurement units. The vertical elevation of the wellhead (top of casing) and the ground surface at the well shall be determined to within 0.5 feet, using conventional surveying methods, and/or survey-grade GPS technology. GPS data shall be submitted in decimal degrees and the vertical datum shall be specified (e.g. NAVD 88).
- c. **WELL CONSTRUCTION:** The construction of the well shall be reported in conformance with Section 13751 of the California Water Code. A log of the drilling activities shall be submitted containing information about type of well constructed (i.e., monitoring well), well depth, well construction details, well logs, etc., as delineated on DWR Form 188 (Well Completion Report). Copies of any geophysical logs run in the boring or well shall also be submitted in hard copy format (strip log) and electronic copy of all geophysical logs run in each borehole including pertinent log header information. Additionally, actual raw data files should be in ASCII, text, or .las format.
- d. **GROUNDWATER LEVEL DATA:** All measurements of water levels taken in each well shall be transmitted to DWR. Each reported measurement shall consist of the State Well Number, measurement date and time, measuring point elevation, ground surface elevation, distance from measuring point to groundwater surface, and any applicable qualifying codes or remarks about the measurement.
- e. **DURATION OF MONITORING:** Water level data shall be collected and reported for the duration and at the frequency specified in Exhibit A, Project Work Plan: Upon completion of the study, Grantee shall continue to submit monitoring data for the life of the well or provide access to DWR personnel to conduct monitoring.

REQUIREMENTS FOR STATEWIDE WATER QUALITY MONITORING

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

Surface water quality monitoring data shall be submitted to the Surface Water Ambient Monitoring Program (SWAMP), which is administered by the State Water Resources Control Board (SWRCB). If a project work plan contains a surface water monitoring element, the Grantee shall also prepare, maintain, and implement a Quality Assurance Project Plan (QAPP) in accordance with:

- The SWAMP QAPP and data reporting requirements.

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- The US EPA's *EPA Requirements for Quality Assurance Project Plans* (Publication EPA AQ/R-5, 2001).

The QAPP shall be submitted to the State for review and a decision regarding approval. Guidance for preparing the QAPP is available at: <http://www.waterboards.ca.gov/swamp/qapp.html>.

SWAMP comparable electronic format shall be followed. SWAMP data formats and templates can be accessed at: <http://mpsl.mlml.calstate.edu/swdbcompare.html>.

After the Grantee has followed the proper quality assurance and quality control (QA/QC) procedures and prepared the data for submittal to SWAMP, the data shall be uploaded, using the methodology established by SWAMP, to the California Environmental Data Exchange Network (CEDEN) database at the following link: <http://bdat.ca.gov>.

Groundwater quality monitoring data shall be submitted to the State through the SWRCB Groundwater Ambient Monitoring Assessment (GAMA) Program. If a project work plan contains a groundwater ambient monitoring element, the Grantee shall contact the SWRCB GAMA Program for guidance on the submittal of ambient groundwater data. Information on the SWRCB GAMA Program can be obtained at: <http://www.waterboards.ca.gov/gama/index.html>.

EXHIBIT G GRANTEE RESOLUTION

For State Project Manager:

<Insert the resolution from the application that authorizes the Grantee to enter into an agreement with the State of California. The appropriate authorized representative in the resolution must agree with the name and title in the signature block above. If the resolution to enter into an agreement is not in the application, a resolution to do so must be submitted and inserted here. >

EXHIBIT H TRAVEL AND PER DIEM EXPENSES*

I. SHORT-TERM PER DIEM EXPENSES

A. In computing reimbursement for continuous short-term travel of more than 24 hours and less than 31 consecutive days, the employee will be reimbursed for actual costs up to the maximum allowed for each meal, incidental, and lodging expense for each complete 24 hours of travel, beginning with the traveler's times of departure and return, as follows:

1. On the first day of travel on a trip of 24 hours or more:

Trip begins at or before 6 a.m.	Breakfast may be claimed on the first day.
Trip begins at or before 11 a.m.	Lunch may be claimed on the first day.
Trip begins at or before 5 p.m.	Dinner may be claimed on the first day.

2. On the fractional day of travel at the end of a trip of more than 24 hours:

Trip ends at or after 8 a.m.	Breakfast may be claimed.
Trip ends at or after 2 p.m.	Lunch may be claimed.
Trip ends at or after 7 p.m.	Dinner may be claimed.

If the fractional day includes an overnight stay, receipted lodging may also be claimed. No meal or lodging expense may be claimed or reimbursed more than once on any given date or during any 24-hour period.

3. Reimbursement shall be for actual expenses, subject to the following maximum rates:

Meals:

Breakfast	\$ 6.00	Receipts are not required for regular short-term travel meals
Lunch	\$ 10.00	
Dinner	\$ 18.00	
Incidentals	\$ 6.00	

Lodging:

Statewide	Actual up to \$84.00 plus tax
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When required to conduct State business and obtain lodging in the counties of Los Angeles and San Diego, reimbursement will be for actual receipted lodging to a maximum of \$110 plus tax.

When required to conduct State business and obtain lodging in the counties of Alameda, San Francisco, San Mateo, and Santa Clara, reimbursement will be for actual receipted lodging to a maximum of \$140 plus tax.

If lodging receipts are not submitted, reimbursement will be for meals only at the rates and time frames set forth in B.1 below.

- B. In computing reimbursement for continuous travel of less than 24 hours, actual expenses, up to the maximums in A.3 above, will be reimbursed for breakfast and/or dinner and/or lodging in accordance with the following time frames:
1. Travel begins at or before 6 a.m. and ends at or after 9 a.m.: Breakfast may be claimed. Travel begins at or before 4 p.m. and ends at or after 7 p.m.: Dinner may be claimed. If the trip of less than 24 hours includes an overnight stay, receipted lodging may be claimed. **No lunch or incidentals may be reimbursed on travel of less than 24 hours.**
 2. Employees on short-term travel who stay in commercial lodging establishments or commercial campgrounds will be reimbursed for actual lodging expenses substantiated by a receipt. Employees who stay with friends or relatives, or who do not produce a lodging receipt, will be eligible to claim meals only.

II. LONG-TERM TRAVEL AND PER DIEM EXPENSES

- A. Employee maintains a separate residence in the headquarters area:
Long-term travelers who maintain a permanent residence at their primary headquarters may claim daily long-term lodging up to \$24.00 with a receipt, and long-term meals of \$24.00 for each period of travel from 12 to 24 hours at the long-term location. For travel of less than 12 hours, the traveler may claim either \$24.00 in receipted lodging or \$24.00 in long-term meals.
- B. Employee does not maintain a separate residence in headquarters area:
Long-term travelers who do not maintain a permanent residence at their headquarters may claim daily receipted lodging up to \$12.00, and long-term meals of \$12.00 for each period of travel from 12 to 24 hours at the long-term locations. For travel of less than 12 hours, the travelers may claim either \$12.00 in receipted lodging **or** \$12.00 in long-term meals.

III. MILEAGE REIMBURSEMENT*

Reimbursement for personal vehicle mileage is 55* cents per mile.

IV. VEHICLE RENTAL

Reimbursement for vehicle rental shall be for actual and necessary costs of such rental and airplane usage shall be allowed at the lowest fare available. Claims for reimbursements shall be allowed upon submittal of the appropriate receipt. Refer to California Code of Regulations, Title 2, Sections 599.627 and 599.628.

* Refer to the latest expenses and reimbursement information in the following web page:
<http://www.dpa.ca.gov/personnel-policies/travel/hr-staff.htm>.