

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA THE NATURAL RESOURCES AGENCY - DEPARTMENT OF  
WATER RESOURCES AND  
<INSERT NAME AND AGREEMENT NUMBER>  
FOR A GRANT UNDER THE URBAN STREAMS RESTORATION PROGRAM  
CALIFORNIA WATER CODE §7048**

THIS AGREEMENT is entered into by and between the Department of Water Resources (DWR) of the State of California, herein referred to as the "State" and the Project Sponsor <insert Sponsor Name> and Project Co-sponsor <insert Co-sponsor Name>. The Project Sponsor and Co-sponsor will be collectively referred to as "Grantee" throughout this Grant Agreement. The State and Grantee do hereby agree as follows:

1. PURPOSE. The purpose of this Agreement is to provide Urban Stream Restoration Program grant funds as provided for by the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84) for the planning and/or execution of a project located on an Urban Stream which will reduce flooding and erosion damage, protect or restore natural ecological values of streams, and promote community involvement, education, or stewardship on [waterway] in [County/City].
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 <Insert date based on schedule + time for approval of final report, etc. (3-6 months)>, or when all of the Parties' obligations under this Grant Agreement are fully satisfied, whichever occurs earlier. Execution date is the date the State signs this Grant Agreement indicated on page 8.
3. PROJECT COST. The reasonable cost of the Project is estimated to be \$<insert total project cost>.
4. GRANT AMOUNT. The maximum amount payable by State under this Grant Agreement shall not exceed \$<INSERT GRANT AMOUNT>. Subject to the availability of funds, State shall provide a grant to Grantee to assist in financing the urban stream protection, restoration and enhancement project to be carried out as described in Exhibit A (Work Plan).
5. GRANTEE COST SHARE. Grantee agrees to fund the difference between the estimated Total Project Cost in its grant application and the Grant Amount specified in Paragraph 4, if any. Cost Share consists of Funding Match and Other State Funds, as documented in Exhibit C (Budget). Funding Match is equivalent to Cost Share, when Other State Funds are not present. Grantee's Funding Match is estimated to be \$<INSERT AMOUNT>. Costs incurred or in-kind services performed after <insert date> may be counted as Funding Match.
6. GRANTEE RESPONSIBILITY. Grantee shall faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A, and in accordance with Project Exhibit B (Schedule), and Exhibit C. Grantee shall develop a plan to manage stream bank stability, and the stream channel environment and watershed for the purpose of reducing damages from erosion and flooding, and improving the environmental values of the riparian environment. Development of this management plan is provided for in Exhibit A and Exhibit C. Grantee shall comply with all of the terms and conditions of this Grant Agreement and applicable California Water Code (CWC) Section 7048, and California Public Resources Code (PRC) requirements.
7. BASIC CONDITIONS. State shall have no obligation to disburse money for a project under this Grant Agreement unless and until Grantee has satisfied the following conditions in accordance with the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006.
  - a) An urban water supplier that receives grant funds governed by this Grant Agreement shall maintain compliance with the Urban Water Management Planning Act (CWC§10610 et. seq.)
  - b) For the term of this Grant Agreement, Grantee submits timely Quarterly Progress Reports as required by Paragraph 17, "Submission of Reports."
  - c) Grantee submits all deliverables as specified in Paragraph 17 of this Grant Agreement and in Exhibit A.

- d) Prior to the commencement of construction or implementation activities, Grantee shall submit the following to the State:
- i. Final plans and specifications certified by a California Registered Civil Engineer as to compliance for each approved project as listed in Exhibit A of this Grant Agreement.
  - ii. Work that is subject to the California Environmental Quality Act (CEQA) and or environmental permitting shall not proceed under this Grant Agreement until the following actions are performed:
    1. Grantee submits all applicable environmental permits as indicated on the Environmental Information Form to the State,
    2. Documents that satisfy the CEQA process are received by the State,
    3. State has completed its CEQA compliance review as a Responsible Agency, and
    4. Grantee receives written concurrence from the State of Lead Agency's CEQA document(s) and State notice of verification of environmental permit submittal.
    5. Prior to adoption of a Mitigated Negative Declaration or Environmental Impact Report under CEQA, the Grantee agrees to comply with PRC §75102 to notify the California Native American tribe (which is on the contact list maintained by the Native American Heritage Commission) of Project Construction if that tribe has traditional lands located within the area of the Project.

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, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/implementation.

- iii. A monitoring plan as required by Paragraph 20, "Project Monitoring Plan Requirements."

8. DISBURSEMENT OF GRANT FUNDS. Following the review of each invoice, State will disburse to Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. For each project, funds will be disbursed by State in response to each approved invoice in accordance with the 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.
9. ELIGIBLE PROJECT COST. Grantee shall apply State funds received only to eligible Project Costs in accordance with applicable provisions of the law, and Exhibit C. 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. Work performed on the project after <insert date> 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.

Advanced funds will not be provided, unless as provided for in property right acquisition, explained in Paragraph 10. Costs that are not eligible for reimbursement include but are not limited to:

- a) Costs, other than those noted above, incurred prior to the award date of the Grant.
- b) Purchase of equipment not an integral part of a project.

- c) Establishing a reserve fund.
- d) Purchase of water supply.
- e) Replacement of existing funding sources for ongoing programs.
- f) Support of existing agency requirements and mandates (e.g. punitive regulatory agency requirements).
- g) Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or land purchased prior to the effective date of the grant award with the State.
- h) Payment of principal or interest of existing indebtedness or any interest payments unless the debt is incurred after execution of this Grant Agreement, the State agrees in writing to the eligibility of the costs for reimbursement before the debt is incurred, and the purposes for which the debt is incurred are otherwise eligible costs. However, this will only be allowed as Grantee cost share (i.e., Funding Match).
- i) Overhead not directly related to project costs.
- j) State may reject an invoice if:
  - i. It is submitted without signature
  - ii. It is submitted under signature of a person other than Grantee's duly authorized representative
  - iii. Grantee fails to timely submit a final invoice within the time period specified in Paragraph 2. State will notify grantee of any costs so rejected, and the reasons therefore. State may withhold up to 100 percent of payment for a specific statement of cost if the progress of the Project is not satisfactory. An invoice containing a mathematical error will be corrected by State, after notification to Grantee, and will thereafter be treated as if submitted in the corrected amount. State will provide Grantee with notification of the corrected invoice.
- k) State will notify Grantee by, whenever, upon review of an invoice, State determines that any portion or portions of the costs claimed:
  - i. Are ineligible to be paid under Federal or State law, or the terms of this Grant agreement
  - ii. Do not constitute Eligible Project Costs approved by State for funding under the terms of this Grant agreement
  - iii. Are not supported by invoices or receipts acceptable to State. Grantee may, within thirty (30) days of the date of receipt of such notice, submit additional documentation to State to cure such deficiency (ies). If Grantee fails to timely submit adequate documentation curing the deficiency (ies), State will adjust the pending invoice by the amount of the ineligible and/or unapproved cost(s).

10. PROPERTY RIGHTS ACQUISITIONS. Grantee may acquire real property rights for the purpose of the protection, restoration, and enhancement of urban stream channels. Whenever any real property fee title or interest is to be acquired with grant funds, the following shall apply:
- a) State will not make payments for property rights acquisitions in excess of fair market value; additionally the state will not participate in any transactions in excess of fair market value.
  - b) Acquisitions will be backed by an appraisal supporting the purchasing price. In addition, written concurrence from an independent third party review, preferably by Department of General Services (DGS), attesting to the appraisal's compliance with applicable DGS standards and requirements.
  - c) Grantee shall submit a preliminary title report, vesting documents, and a fully conformed appraisal report to State pursuant to the Appraisal Report Provisions, Exhibit G. The report shall be prepared and signed by a qualified general appraiser, who is licensed by the California Department of Real Estate Appraisers and demonstrates compliance with the Uniform Standards for Professional Appraisal Practices.
  - d) The property rights shall be acquired from a willing seller and in compliance with current laws governing acquisition of properties by public agencies.
  - e) Grantee shall provide sufficient notice to adjacent landowners and other members of the public to enable public input on interests that may be affected by the acquisition and changes in land use.
  - f) Grantee shall use, manage, and maintain the property in a manner consistent with the purpose of the acquisition, for the life of the project. Grantee further assume all management and maintenance costs associated with the acquisition, including the costs of ordinary repairs and replacements of a recurring nature, and costs of enforcement of regulations. State shall not be liable for any cost of such management or maintenance.

- g) Grantee shall identify all riparian rights that will be affected by a real property acquisition and propose appropriate treatment of such rights.
- h) Fee title shall generally be acquired by the local agency Sponsor. However, if the Co-sponsor has non-profit 501(c)(3) status, it may acquire fee title. In the latter case, fee title shall be transferred within 180 days after completion of the on-site work to the local agency Sponsor, which hereby agrees to accept such transfer.
- i) An Irrevocable Offer to dedicate real property interest for public use that is less than a fee title, such as an easement or license, shall be recorded concurrently with the instrument that conveys the real property interest to the Project Sponsor or Co Sponsor.
- j) Grantee shall complete the attached Example Land Acquisition Cost Schedule, Exhibit H, which includes budget items relevant to the acquisition.
- k) Method of payment. Funds provided by State for real property acquisitions shall be deposited by State with an escrow holder acceptable to State and with escrow instructions regarding funding and disbursement provided by State. If the escrow does not close by the date set forth in State's escrow instructions, or such other date as may be agreed to by the parties, the funds shall be returned to State.
- l) Grantee shall supply a copy of any recorded vesting documents to State after close of escrow.

11. METHOD OF PAYMENT. After the disbursement requirements in Paragraph 7 "Basic Conditions" 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 Quarterly Progress Reports as required by Paragraph 17, "Submission of Reports." Invoices submitted by Grantee shall include the following information:

- a) Costs incurred for work performed in implementing the project 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. For real property acquisition components of projects, see Paragraph 10, Property Rights Acquisitions.
- c) Appropriate receipts and reports for all 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 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. One set of sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
  - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's grant amount, and those costs that represent Grantee costs.
  - v. Original signature and date (in ink) of Grantee's Project Manager.
- e) Payment will be made no more frequent than monthly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Submit the original "wet signature" copy of the invoice form to the following address:

Attention: Jerry Snow  
Program Manager  
Floodsafe Environmental Stewardship and Statewide Resources Office (FESSRO)  
Riverine Ecosystem Section  
Urban Streams Restoration Program  
Post Office Box 942836  
Sacramento, California 94236-0001

12. WITHHOLDING OF GRANT DISBURSEMENT 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 Grant Amount and take any other action that it deems necessary to protect its interests. Where a portion of the grant has been disbursed to the Grantee and State notifies Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 9, 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 grant amount a contract breach subject to the default provisions in Paragraph 13, "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.
13. 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
  - Making any false warranty, representation, or statement with respect to this Grant Agreement.
  - Failure to operate or maintain project in accordance with this Grant Agreement.
  - Failure to make any remittance required by this Grant Agreement.
  - Failure to comply with Labor Compliance Plan (LCP) requirements.
- 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.
  - Take any other action that it deems necessary to protect its interests.
14. PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS. Grantee shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any work under this Grant agreement, including those necessary to perform design, construction, or operations and maintenances 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.
15. RELATIONSHIP OF PARTIES. Grantee is solely responsible for design, construction, and operation and maintenance of the projects. 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 and Local Project Sponsors under this Grant Agreement.
16. 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 Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 financing.
17. SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to State. 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 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) Quarterly Progress Reports: Grantee shall submit Quarterly Progress Reports to meet the State's requirement for disbursement of funds. Quarterly Progress Reports shall be uploaded via GRANTS, and the State's Project Manager notified of upload. Quarterly Progress Reports shall, in part, provide a brief description of the work performed, Grantees activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Quarterly Progress Report should be submitted to the State no later than [redacted] with future reports then due on successive three-month increments based on the invoicing schedule and this date.
- b) Final Reports: Upon completion of the project, Grantee shall provide a final written report in a format as directed by the State in Exhibit F, that includes (but is not limited to) the following:
- i. A description of conditions before the project was executed,
  - ii. A summary of the restoration and planning work and techniques used,
  - iii. A description of the results of the project,
  - iv. An analysis of the techniques used, and a description of planned long-term monitoring.
  - v. Photographs of progress and utilization of restoration techniques and activities.
  - vi. Photographs of community participation in planning or implementation activities (i.e. design charettes, community meetings, site tours, volunteer workers) if part of the project.
  - vii. Photographs on-site before, during and after implementation to document project conditions. Specific geographic positions through maps and/or GPS readings of where the photos were taken (photo-points), so images can be produced from the same vantage point in subsequent years to document long-term vegetation growth, channel formation, and geomorphic response to bankfull and flood flows.
  - viii. Grantee shall prepare and submit an on-line catalog entry form to the California Environmental Information Catalog (CEIC) for information products and reports (e.g., environmental and biological field surveys, natural hazard assessments, geographic information, etc.) relating to California's natural environment that have been prepared with funds made available by Proposition 13, 40, and 84. Of particular interest are those products that characterize site specific conditions with regard to vegetation, wildlife populations, species occurrences and other measures of biological diversity, environmental and ecological condition. Information that should be in the CEIC submittal include the following deliverables described in Exhibit A [Project Managers list deliverables that should be uploaded to CEIC in bulleted items below]:
    -
  - ix. The on-line catalog entry form is available at: <http://gis.ca.gov/ceic/newCatalog.php>
  - ix. Grantees shall also report general project information to the Natural Resources Project Inventory (NRPI) database or its successor, as determined by DWR. The following NRPI link includes instructions on how to enter project information, as well as how to login to the NRPI database: <http://www.ice.ucdavis.edu/nrpi/Forms.aspx>
  - x. DWR staff will review the CEIC and NRPI databases to ensure project deliverables and information have been submitted during review of the Final Report.

18. PROJECT PERFORMANCE AND ASSURANCES. Grantee agrees to faithfully and expeditiously perform or cause to be performed all project work as described in the 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.

19. LABOR COMPLIANCE. The Grantee will be required to keep informed of and take all measures necessary to ensure compliance with applicable California Labor Code requirements, including, but not limited to, Section 1720 et seq. of the California Labor Code regarding public works, limitations on use of volunteer labor (California Labor Code Section 1720.4), labor compliance programs (California Labor Code Section 1771.5) and payment of prevailing wages for work done and funded pursuant to these *Guidelines*, including any payments to the Department of Industrial Relations under California Labor Code Section 1771.3.

20. PROJECT MONITORING PLAN REQUIREMENTS. Grantee agrees to use, manage, and maintain the property acquired, developed, rehabilitated or restored with the grant funds provided in this Agreement consistent with the purposes of the program. A monitoring plan shall be submitted to the State prior to disbursement of grant funds for construction or monitoring activities for each project in this Grant Agreement. Specific maintenance and monitoring activities are outlined in Exhibit D. Monitoring plans should include the following information: baseline conditions, a brief discussion of monitoring techniques to be used, frequency of monitoring actions, and the location of monitoring points.

Grantee or their successors may, with the approval of State, transfer this responsibility to use, manage, and maintain the property.

21. STATEWIDE MONITORING REQUIREMENTS. Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Part 2.76 (commencing with Section 10780) of Division 6 of CWC) 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. Refer to Exhibit I for more information on Statewide monitoring and reporting.

22. NOTIFICATION OF STATE. For each project, Grantee shall promptly notify State, in writing, of the following items:

- a) Events or proposed changes that could affect the Work Plan, Budget, Schedule, 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 wording/scope of work, 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 fourteen (14) calendar days prior to the event.
- c) Completion of work on a project. Grantee shall notice the State of the Final inspection of a project and provide State the opportunity to participate in the inspection. Grantee shall make such notification at least fourteen (14) calendar days prior to the final inspection.

2) 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.
- e) 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 below addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

- 23. 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.
- 24. AMENDMENTS. The provisions of this agreement may be amended by agreement between State and Grantee, refer to Exhibit J for requirements of formal amendments. Minor shifts in Work Plan, Budget, and Schedule may be approved by the FESSRO – Riverine Ecosystems Section Manager.
- 25. PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement will be:

Department of Water Resources  
 Gail Newton  
 Chief, FESSRO  
 P.O. Box 942836  
 Sacramento CA 94236-0001  
 Phone: (916) 651-7052  
 e-mail: gnewton@water.ca.gov

Grantee:  
 Name:  
 Title for Project Director:  
 Address:  
 Phone:  
 e-mail:

Direct all inquiries to the Project Manager:

Department of Water Resources  
 Project Manager: <Name>  
 Floodsafe Environmental  
 Stewardship Statewide Resources  
 Office  
 Mailing Address:

Grantee:  
 Project Manager: <Name>  
 Agency Name:  
 Mailing Address:

Phone:  
 e-mail: @water.ca.gov

Phone:  
 e-mail:

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

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

- Exhibit A – Work Plan
- Exhibit B – Schedule
- Exhibit C – Budget
- Exhibit D – Maintenance and Monitoring Plan
- Exhibit E – Standard Conditions
- Exhibit F – Report Formats and Requirements
- Exhibit G – Appraisal Report Provisions
- Exhibit H – Example Land Acquisition Cost Schedule
- Exhibit I – Requirements for Data Submittal Guidelines for Grantee
- Exhibit J – State Audit Document Requirements and Amendment Guidelines for Grantee

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

STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES

\_\_\_\_\_  
Gail Newton, Chief  
Floodsafe Environmental Stewardship Statewide  
Resources Office  
Date\_\_\_\_\_

Approved as to Legal Form and Sufficiency

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

Date\_\_\_\_\_

SPONSOR: <ALL CAPS>

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Address: Street address  
City, CA. Zip

Title \_\_\_\_\_

CO-SPONSOR: <ALL CAPS>

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Address: Street address  
City, CA. Zip

Title \_\_\_\_\_

**EXHIBIT A**  
**WORK PLAN**

**EXHIBIT B**  
**SCHEDULE**

**EXHIBIT C**  
**BUDGET**

**EXHIBIT D**  
**MAINTENANCE AND MONITORING PLAN**

**EXHIBIT E**  
**STANDARD CONDITIONS**

**E.1 ACCOUNTING AND DEPOSIT OF GRANT DISBURSEMENT:**

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

**E.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 the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, administered by State of California, Department of Water Resources. Grantee shall notify State that the sign has been erected by providing them with a site map with the sign location noted and a photograph of the sign.

**E.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. For guidance on the Amendment Requirements see Exhibit J.

**E.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.

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

Pursuant to Government Code Section 8546.7, the parties shall be subject to the examination and audit of State for a period of three years after final payment under this Grant Agreement with respect of all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of Grantee or subcontractors shall be preserved for this purpose for at least three (3) years after Project completion. See Exhibit J for a listing of documents/records that State Auditors would need to review in the event of a grant being audited.

- E.6 BUDGET CONTINGENCY/LIMIT ON STATE FUNDS:** Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 and subject to the availability of funds, including any mandates from the Department of Finance, the Pooled Money Investment Board or any other state authority, the State will not make payments of any kind -- advances or reimbursements -- until funding is made available by the State Treasurer.
- E.7 CHILD SUPPORT COMPLIANCE ACT:** For any Grant Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- a) The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
  - b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- E.8 COMPETITIVE BIDDING AND PROCUREMENTS:** Grantee shall comply with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations in Grantee's contracts with other entities for acquisition of goods and services and construction of public works with funds provided by State under this Grant Agreement.
- E.9 COMPUTER SOFTWARE:** The Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- E.10 CONFLICT OF INTEREST**
- a) **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
  - b) **Former State Employee:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- E.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 \$5,000 per item. Within 60 days of receipt of such inventory, State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.
- E.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.

#### **E.13 DRUG-FREE WORKPLACE CERTIFICATION**

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

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

**E.14 FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED CIVIL ENGINEER:** Upon completion of a construction project and as determined by State, Grantee shall provide for a final inspection and certification by a California Registered Civil Engineer that the project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement and to the State's satisfaction.

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

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

**E.17 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.

**E.18 INSPECTIONS:** State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any local project sponsor, subagreements, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with State. Grantee acknowledges that the Project work site will be reportable under the Public Records Act (California Government Code Section 6250 *et. seq.*). State shall have the right to inspect the Grantee's office at any and all reasonable times after completion of the project to ensure compliance with the terms and conditions of this Grant Agreement. During regular office hours, State shall have the right to inspect and to make copies of any books, records, or reports of the Grantee relating to this Grant Agreement. Grantee shall maintain and shall make available at all times for such inspection accurate records of its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by Grantee to comply with this provision shall be

considered a breach of this Grant Agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.

- E.19 NONDISCRIMINATION:** During the performance of this Grant Agreement, Grantee and its contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Grantee and contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) *et seq.*) and the applicable regulations promulgated 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.
- E.20 NO THIRD PARTY RIGHTS:** The parties to this Grant Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking established herein.
- E.21 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.
- E.22 REMEDIES, COSTS, AND ATTORNEY FEES:** The Grantee agrees that any remedy provided in this Grant Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the State as a result of breach of this Grant Agreement by the Grantee, whether such breach occurs before or after completion of the Project, and exercise of any remedy provided by this Grant Agreement by the State shall not preclude the State from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Grant Agreement, it is agreed that the prevailing party shall be entitled to such reasonable costs and/or attorney fees as may be ordered by the court entertaining such litigation.
- E.23 RETENTION:** Notwithstanding any other provision of this Grant Agreement, State shall, for each project, withhold five percent (5.0%) of the funds requested by Grantee for reimbursement of Eligible Costs until the project is completed and Grantee has met requirements of Paragraph 17, "Submissions of Reports."
- E.24 RIGHTS IN DATA:** The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Grant Agreement shall be in the public domain. The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to the State for financial support. The Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so.

**E.25 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.

**E.26 STATE REVIEWS AND INDEMNIFICATION:** The parties agree that review or approval of Project applications, documents, permits, plans and specifications or other Project information by the State is for administrative purposes only and does not relieve the Grantee of their responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the Project. To the extent permitted by law, the Grantee agree to indemnify, defend and hold harmless the State and the State against any loss or liability arising out of any claim or action brought against the State from and against any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from, or in any way connected with:

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

**E.27 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.

**E.28 TERMINATION, IMMEDIATE REPAYMENT, INTEREST:** This Grant Agreement may be terminated by written notice at any time prior to completion of the Project, at the option of the State, upon violation by the Grantee of any material provision after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Grant Agreement within a reasonable time as established by the State. In the event of such termination, the Grantee agrees, upon demand, to immediately repay to the State an amount equal to the amount of grant funds disbursed to the Grantee prior to such termination. In the event of termination, interest shall accrue on all amounts due at the highest legal rate of interest from the date that notice of termination is mailed to the Grantee to the date of full repayment by the Grantee.

**E.29 UNENFORCEABLE PROVISION:** In the event that any provision of this Grant Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Grant Agreement have force and effect and shall not be affected thereby.

**E.30 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.

**E.31 WITHHOLDING OF GRANT DISBURSEMENTS:** The State may withhold all or any portion of the grant funds provided for by this Grant Agreement in the event that the Grantee has materially violated, or threatens to materially violate, any term, provision, condition, or commitment of this Grant Agreement; or the Grantee fails to maintain reasonable progress toward completion of the Project.

**EXHIBIT F**  
**REPORT FORMAT AND REQUIREMENTS**

These reporting outlines should be followed. Submitting reports in an alternative format requires State approval.

**QUARTERLY PROGRESS REPORT**

Grantee shall submit Quarterly Progress Reports on a consistent basis to meet the State's requirement for disbursement of funds. The quarterly progress report should describe the work performed during the reporting period. For each project, describe the work performed including:

**PROJECT INFORMATION (INCLUDE ANY OF THE BELOW THAT WERE APPLICABLE DURING THE REPORTING PERIOD)**

- Legal matters.
- Engineering matters.
- Environmental matters.
- Status of permits, easements, rights-of-way, and approvals as may be required by other State, federal, and/or local agencies.
- Major accomplishments during the quarter (i.e. tasks completed, milestones met, meetings held or attended, press releases, etc).
- Discussion of data submittal effort(s) for the previous quarter, including a description of the data submitted and date(s) of submittal.
- Issues/concerns that have, will, or could affect the schedule or budget, with a recommendation on how to correct the matter.
- Description of any differences between the work performed and the work outlined in the project work plans.

**COST INFORMATION**

- Provide a Table showing all costs incurred during the quarter by the Grantee, and each contractor working on the project. The Table should include all costs as they relate to the Work Plan tasks.
- A discussion on how the actual budget is progressing in comparison to the project budget included in the Work Plan.
- A revised budget, including an explanation of why the revisions were necessary, by task, if changed from latest budget shown in Exhibit C, Budget. Note, a revised budget may require an official amendment to the Agreement before it is accepted as final.

**SCHEDULE INFORMATION**

- A schedule showing actual progress verse planned progress as shown in Exhibit B.
- A discussion on how the actual schedule is progressing in comparison to the schedule in Exhibit B.
- A revised schedule, by task, if changed from latest schedule in Exhibit B. Note, a revised schedule may require an official amendment to the Agreement before it is accepted as final.

**ANTICIPATED ACTIVITIES NEXT QUARTER**

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

**FINAL REPORT**

A Final Report is required for the project identified in the Work Plan, Exhibit A. This report will include the following Sections:

**EXECUTIVE SUMMARY**

The Executive Summary consists of a maximum of ten (10) pages summarizing project information (see report status section below for topics). The Executive Summary should include the following:

- Brief description of work proposed to be done in the original USRP Grant application.
- Description of actual work completed and any deviations from the work plan identified in the Grant Agreement. List any official amendments to the Agreement, with a short description of the amendment

#### **METHODS/ANALYSIS/CONSTRUCTION/RESULTS**

- A description of conditions before the project was executed.
- An analysis of the techniques used, and a description of planned long-term monitoring.
- If applicable, describe the findings of any study and whether the study determined the engineering, hydrologic, hydrogeologic, environmental, economic and financial feasibility of the project.
- A description of the results of the project.
- Photographs of restoration techniques and activities; and community participation (i.e. design charettes, community meetings, site tours, volunteer workers) if part of the project.
- Photographs during and after construction to document project conditions. Include specific geographic positions through mapped photo points and/or GPS readings, so images can be produced from the same vantage point in subsequent years to document long-term vegetation growth, channel formation, and geomorphic response to bankfull and flood flows.

#### **REPORTS AND/OR PRODUCTS**

- Provide a copy of any final technical report or study, produced for this project.
- Provide a map and shapefile(s) showing the location of the completed project. A description of the geographic projection and datum used for the shapefile must be submitted with the shapefile (NAD '83 datum and either a UTM 10 or UTM 11 projection, dependent on the project's location).
- Provide an electronic copy of any as-built plans (media: CD-ROM; PDF format).
- For projects involving a modeling component, Grantee shall provide the major input data files, parameters, calibration statistics, and output files.
- Provide copies of any data collected along with location maps.

#### **COST & DISPOSITION OF FUNDS INFORMATION**

- A summary Table of invoices showing:
  - The date each invoice was submitted to State.
  - The amount of the invoice.
  - The date the check was received.
  - The amount of the check (If a check has not been received for the final invoice, then state so).
- A spreadsheet summary of the original budget costs by task versus the final project costs

#### **ADDITIONAL INFORMATION**

- A final project schedule showing actual progress verse planned progress.
- Certification from a California Registered Civil Engineer that the project was conducted in accordance with the approved Work Plan and any approved modifications thereto.
- Submittal schedule for the Post Performance Report and an outline of the proposed reporting format.

#### **ELECTRONIC REPORT FORMATTING**

Grantee agrees that work funded under this Grant 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 or text PDF format.
- Files generally less than 10 MB in size.
- Files named so that the public can determine their content.

**EXHIBIT G****APPRAISAL REPORT PROVISIONS**

1. Grantee shall provide Department of Water Resources two copies of all appraisal reports.
2. The property owner or a designated representative will be offered the opportunity to accompany the appraiser during property inspection. The appraisal shall include a statement that the owner or representative was given this opportunity, and that they accepted or declined. If the offer was accepted, the date of the inspection shall be stated in the report.
3. The report shall discuss all encumbrances of record.
4. The report shall be a complete or summary appraisal, in a self-contained appraisal report format to conform to the Uniform Standards of Professional Appraisal Practice currently adopted by the Appraisal Standards Board of the Appraisal Foundation, standard and ethics of the Appraisal Institute, and the requirements of California Evidence Code §822. The appraiser shall correct any omissions or errors on his/her part at no extra cost.
5. There shall be a letter of transmittal summarizing the important assumptions and conclusions, value estimate, date of value and date of report.
6. The report shall include:
  - a) A list of assumptions and limiting conditions;
  - b) a description of the scope of work, including the extent of data collection and limitations;
  - c) a statement of the definition of market value as defined in 12 CFR Part 34.42, and Federal Register 55, 165 pg. 34696;
  - d) photographs, plat maps and a legal description of the subject property;
  - e) ownership and sales history of the subject property during the past three years;
  - f) a regional (up to and including County, if necessary), area, and immediate vicinity (neighborhood) analysis;
  - g) a description of improvements on the subject property, including physical age and condition;
  - h) a history of the leasing and operating cost history of the subject property;
  - i) an opinion on the highest and best use of the subject property, and reasoning in support of the opinion in the depth and detail required by its significance to the appraisal. If alternative feasible uses exist, the report should include an explanation of the market, development, cash flow and risk factors leading to an ultimate highest and best use;
  - j) all approaches to market value applicable to the subject market, including an explanation and support for not using any usual approach to value;
  - k) maps showing comparable properties in relation to the subject property. The report shall include photographs and plat maps of comparable properties. The report shall discuss the comparable properties and make direct comparisons to the subject property;
  - l) comparable sales data sheets, that include: grantor/grantee, sale/recordation dates, financing, conditions of sale, location information, land/site characteristics, improvements, other relevant information and confirming source; and
  - m) a discussion of severance damages or lack thereof.
7. The report shall describe market conditions and trends, including identification of the relevant market, a discussion of supply and demand within the market area and a discussion of the relevant market factors impacting demand.
8. The report shall describe the characteristics of the subject property (size, topography, zoning and land use, utilities, offsite improvements, access, easements and restrictions, flood and earthquake information, toxic hazards, taxes and assessments, and other relevant information).
9. In the course of the appraiser's investigation of the property and review of related documents, the appraiser shall consider the results of a site assessment report.
10. The report shall discuss the effect of the exceptions to title on fair market value.
11. The report shall discuss and conclude whether there has been an implied dedication of the property to the public due to the public's use of the property without challenge by the owner.
12. The report shall include a reconciliation and final value estimate, with an explanation and support for all conclusions. The report shall include any departures taken in the development of the appraisal.
13. The report shall be prepared and include a signed certification by a California licensed appraiser.

**EXHIBIT H  
EXAMPLE LAND ACQUISITION COST SCHEDULE**

<b>Stream Name:</b>	
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Indicate fee or easement: Willing Seller? (check one)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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<b>ACQUISITION BUDGET</b>				
<b>I. Land Value</b>	<b>DWR Share</b>	<b>Other Share</b>	<b>Other Share Description</b>	<b>Total Cost</b>
Fair Market Value				
Improvements				
Other				
<b>Subtotal</b>				
<b>II. Associated Costs</b>				
Preliminary Title Rpt.				
Appraisal				
Negotiations				
Escrow				
Surveying				
Site Assessment				
Other				
Other				
<b>Subtotal</b>				
<b>III. Other Costs</b>				
Administration				
Contingency				
<b>Subtotal</b>				
<b>Grand Total</b>				

<b>ACQUISITION SCHEDULE</b>		
<b>Description</b>	<b>Timeframe</b>	<b>Comments</b>
Request Appraisals		
Submit appraisal and title report for State approval		
Submit instruments of conveyance, escrow instructions, and purchase agreements for State approval		
Close of escrow and complete acquisition		

**EXHIBIT I**  
**REQUIREMENTS FOR DATA SUBMITTAL**

**SURFACE WATER QUALITY DATA:**

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>.

**GENERAL PROJECT INFORMATION**

Grantees shall also report general project information to the Natural Resources Project Inventory (NRPI) database or its successor, as determined by DWR. The following NRPI link includes instructions on how to enter project information, as well as how to login to the NRPI database: <http://www.ice.ucdavis.edu/nrpi/Forms.aspx>

**TECHNICAL STUDIES**

Grantee shall prepare and submit an on-line catalog entry form to the California Environmental Information Catalog (CEIC) for information products and reports (e.g., environmental and biological field surveys, natural hazard assessments, geographic information, etc.) relating to California's natural environment that have been prepared with funds made available by Proposition 13, 40, and 84. Of particular interest are those products that characterize site specific conditions with regard to vegetation, wildlife populations, species occurrences and other measures of biological diversity, environmental and ecological condition. Information that should be in the CEIC submittal includes deliverables noted in paragraph 17 of this grant agreement. The on-line catalog entry form is available at: <http://gis.ca.gov/ceic/newCatalog.php>

**EXHIBIT J****STATE AUDIT DOCUMENT REQUIREMENTS AND AMENDMENT GUIDELINES FOR GRANTEE**

The following provides a list of documents typically required by State Auditors and general guidelines for Grantee. List of documents pertains to both Grant, and Grantee's Cost Share, and details the documents/records that State Auditors would need to review in the event of this Grant Agreement is audited. Grantee should ensure that such records are maintained for each funded project.

**List of Documents for Audit**Internal Controls:

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

Agreements and Contracts:

1. Original signed Grant Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants received from the State.
3. A listing of all other funding sources for the project.
4. All subcontractor and consultant contracts and related or partners documents, if applicable.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under this Grant Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests and related budget line items under this Grant Agreement.
3. Reimbursement requests submitted to the State for this 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 this Grant Agreement.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

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

Administration Costs: Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on this grant funded project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to this Grant Agreement.

Project Files:

1. All supporting documentation maintained in the project files.
2. All correspondence related to this Grant Agreement.

**General Grant Agreement Guidelines**

Amendment Requirements:

Amendments (to the work plan, budget, and/or schedule portions of the agreement) are triggered when the proposed changes are deemed by DWR to be substantial. Substantial changes generally include changes to the wording/scope of work, schedule or term, and budget. For example, a formal budget change to an Agreement is required when the proposed budget change for a Task is greater than 10% of the budget for that particular Task or the Task to be exchanged with.