

GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES) AND Sponsor

AGREEMENT NUMBER #

FOR A GRANT UNDER THE URBAN STREAMS RESTORATION PROGRAM

WATER CODE SECTIONS 7048-7049

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or "DWR" and the [Project Sponsor Name], a <select appropriate descriptor and delete others – public agency, non-profit, etc.> in the State of California, duly organized, existing, and acting pursuant to the laws thereof. The Project Sponsor and Co-sponsor, (Co-sponsor name), will be collectively referred to as to as the "Grantee," which parties do hereby agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to provide Urban Stream Restoration Program (USR) grant funds pursuant to Water Code sections 7048-7049 and as provided for by the [choose all that are applicable] a) Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84); b) ,the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for all Act of 2018 (Proposition 68); and/or c) the Budget Act of 2021 (Stats. 2021, ch. 81; Budget Act), for the [name of project] (Project) as set forth in Exhibit A "Work Plan". [planning only or planning and implementation] of a project affecting an Urban Stream which will reduce flooding and erosion damage, protect or restore natural ecological values of streams, and promote community involvement, education, and stewardship on [waterway] in [County].
2. **TERM OF GRANT AGREEMENT.** The term of this Grant Agreement begins upon execution, through final payment plus three (3) years unless otherwise terminated or amended as provided in this Agreement. However, all work shall be completed by [DATE BASED ON SCHEDULE] and no funds may be requested after. The reasonable cost of the Project is estimated to be \$[Project cost].
3. **FUNDING AMOUNT.** The maximum amount payable by the State under this Agreement shall not exceed \$[Grant amount]. Subject to the availability of funds, the State shall provide a grant to the Grantee to assist in financing the Project to be carried out as described in Exhibit A (Work Plan).
4. **GRANTEE COST SHARE.** The Grantee agrees to fund the difference between the actual Total Project Cost, as estimated in Exhibit B "Budget", and the amount specified in Paragraph 3 "Funding Amount" if any. Cost Share consists of the Required Funding Match and Other Funds, as documented in Exhibit B; see Exhibit H "Standard Conditions" for guidance. The Grantee's Required Funding Match is [Insert percentage] of the Total Project Cost. The Grantee's Required Funding Match is estimated to be \$[Insert amount]. Costs incurred or in-kind services performed after September 23, 2021, may be counted as Funding Match.
5. **BASIC CONDITIONS.** The State shall have no obligation to disburse money for the Project under this Grant Agreement until the Grantee has satisfied the following conditions:
 - A. The Sponsor demonstrates the availability of sufficient funds to complete the Project, as stated in the Award Letter, by submitting the most recent three (3) years of audited financial statements.
 - B. For the term of this Grant Agreement, the Grantee submits timely Quarterly Progress Reports as required by Paragraph 12 "Submission of Reports" and in Exhibit A "Work Plan".
 - C. The Grantee submits all deliverables as specified in Paragraph 12 "Submittal of Reports" of this Grant Agreement and in Exhibit A "Work Plan".

D. Prior to the commencement of construction or implementation activities, the Grantee shall submit the following to the State:

- i. When applicable, final plans and specifications certified by a California Registered Civil Engineer as to compliance for each approved project as listed in Exhibit A "Work Plan" of this Grant Agreement.
- ii. A final Monitoring and Maintenance Plan as required by Paragraph 13 "Project Monitoring and Maintenance Plan Requirements."
- iii. 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:
 - a. The Grantee submits to the State all applicable environmental permits as indicated in the Application,
 - b. Documents that satisfy the CEQA process are received by the State,
 - c. The State has completed its CEQA compliance review as a Responsible Agency, and
 - d. The Grantee receives written concurrence from the State of Lead Agency's CEQA document(s) and State notice of verification of environmental permit submittal.

The 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, the State will consider the environmental documents and decide whether to continue to fund the Project or to require changes, alterations or other mitigation. The Grantee must also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) 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.

6. **DISBURSEMENT OF FUNDS.** Following the review and approval of each invoice, the State will disburse to the Sponsor the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to the Grantee under this Grant Agreement shall be deposited in a non-interest bearing account and shall be used solely to pay Eligible Project Costs.
7. **ELIGIBLE PROJECT COST.** The Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B "Budget". Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition, legal fees, preparation of environmental documentation, environmental mitigations, grant administration, project monitoring, community education and outreach, project construction and long-term management plan development. Reimbursable administrative expenses such as overhead expenses that are the necessary costs incidental but directly related to the Project included in this Agreement. Costs that are not eligible for reimbursement include, but are not limited to the following items:
 - A. Costs, other than those noted above, incurred prior to the execution of this Agreement.
 - B. Operation and maintenance costs, including post construction performance and monitoring costs.

- C. Purchase of equipment not an integral part of the Project.
 - D. Establishing a reserve fund.
 - E. Purchase of water supply.
 - F. Monitoring and assessment costs for efforts required after project construction is complete.
 - G. Replacement of existing funding sources for ongoing programs.
 - H. Support of existing agency requirements and mandates (e.g., punitive regulatory agency requirement).
 - I. 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.
 - J. Payment of Federal and State taxes.
 - K. Costs incurred as part of any necessary response and cleanup activities required under the Comprehensive Environmental Response, Compensation, and Liability Act; Resource Conservation and Recovery Act; Hazardous Substances Account Act; or other applicable law.
 - L. Overhead and indirect costs not directly related to the Project. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee; non-project-specific accounting and personnel services performed within the Grantee's organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition; conference fees; and, generic overhead or markup. This prohibition applies to the Grantee and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.
8. METHOD OF PAYMENT. After the disbursement requirements in Paragraph 6 "Disbursement of Funds" are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Sponsor via US mail or Express mail delivery of a "wet signature" invoice, or an electronic invoice certified and transmitted via DocuSign for costs incurred, including Cost Share, and timely Quarterly Progress Reports as required by Paragraph 12, "Submission of Reports." Payment will be made no more frequently than quarterly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. The State will notify the Sponsor, in a timely manner, whenever, upon review of an Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Sponsor may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to State to cure such deficiency(ies). If the Sponsor fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Sponsor (vendor) 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 the Project during the period identified in the particular invoice for the implementation of the Project
- C. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:

- i. Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
- ii. Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B "Budget" 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 funding amount, as depicted in Paragraph 3, "Funding Amount" and those costs that represent Grantee's costs, as applicable, in Paragraph 4, "Grantee Cost Share."
- v. Original signature and date (in ink) of Sponsor's Project Representative. Submit the original "wet signature" copy of the invoice form to the following address or an electronic signature certified and transmitted via DocuSign from authorized representative to:
 - a. Electronically at:
usrpinfo@water.ca.gov and
CC: Esther.Tracy@water.ca.gov
 - b. US Postal Service at:
Esther Tracy, Lead
Urban Streams Restoration Program
Department of Water Resources
PO BOX 942836
Sacramento, California 94236-0001

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Sponsor shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs/cost share). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Paragraph H.5 "Audits" and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 487-489.)

9. WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that the Project is not being implemented in accordance with the provisions of this Grant Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and the State notifies the Grantee of its decision not to release funds that have been

withheld pursuant to Paragraph 6 “Disbursement of Grant Funds”, 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 the State. The State may consider the Grantee’s refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 10, “Default Provisions.” If the State notifies the 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 the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

10. DEFAULT PROVISIONS. The Grantee will be in default under this Grant Agreement if any of the following occur:

- A. Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between the Grantee and the State evidencing or securing Grantee’s obligations.
- B. Making any false warranty, representation, or statement with respect to this Grant or the application filed to obtain this Grant Agreement.
- C. Failure to operate or maintain project in accordance with this Grant Agreement.
- D. Failure to make any remittance required by this Grant Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph H.5.
- E. Failure to submit timely progress reports.
- F. Failure to routinely invoice the State.
- G. Failure to meet any of the requirements set forth in Paragraph 11 “Continuing Eligibility.”

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

- A. Declare the funding be immediately repaid, with interest, which shall be equal to State of California general obligation bond interest rate in effect at the time of the default.
- B. Terminate any obligation to make future payments to Grantee.
- C. Terminate the Grant Agreement.
- D. Take any other action that it deems necessary to protect its interests.

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

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

- A. Maintain compliance with the Urban Water Management Planning Act (Wat. Code, § 10610 et seq.).
- B. The Grantees must adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406) for data sharing, transparency, documentation, and quality control.

- C. Maintain the relationship and commitments of all parties for the duration of the Grant Agreement as set forth in Exhibit E “Authorizing Resolutions”.
- D. Respond to and address all comments and concerns from State regarding grant management, project signs, public notices, deliverable and invoice approval and review, and any other reasonable requests directly related to grant administration.

12. **SUBMISSION OF REPORTS.** The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. The 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 the State. All reports shall be signed by the Grantee and submitted to the State’s Grant Manager, reports shall be submitted in electronic form preferably or in hardcopy form if necessary. If requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of the reports. The reports shall be presented in the formats described in the applicable portion of Exhibit I “Report Formats & Requirements”. The timely submittal of reports is a requirement for initial and continued disbursement of the State funds. Submittal and subsequent approval by the State, of a Project Completion Report is a requirement for the release of any funds retained for such project.

- A. Quarterly Progress Reports: The Grantee shall submit Quarterly Progress Reports electronically on forms provided by the State to meet the State’s requirement for disbursement of funds in accordance with Exhibit I “Report Format Requirements”. The first Quarterly Progress Report should be submitted to the State no later than (date) with future reports then due on successive three-month increments based on the invoicing schedule and this date. Grantee shall prepare all 4th quarter progress reports with an annual summary of Project activities for that year in a manner and style as dictated by the State.
- B. Final Report: The Grantee shall provide a final written report in a format as directed by the State in Exhibit I “Report Formats and Requirements” within ninety (90) days of Project completion.
- C. Annual Monitoring Reports: The Grantee shall submit Annual Monitoring Reports within ninety (90) calendar days after the first operational year of the Project. This record keeping and reporting process shall be repeated annually for a total of three (3) years after the Project begins operation.

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

State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 9, "Default Provisions."

14. PROJECT MONITORING AND MAINTENANCE PLAN REQUIREMENTS. "Monitoring and Maintenance Plan" shall outline the Grantee's plans for monitoring the restored site, assessing maintenance needs, and carrying out known and unanticipated maintenance actions necessary or required during and after completion of the Project in accordance with Exhibit A "Work Plan". The Grantee shall prepare a Draft Monitoring and Maintenance Plan during the design phase of the Project and submit it to the State in accordance with Exhibit A "Work Plan" The Final Monitoring and Maintenance Plan shall be approved prior to disbursement of grant funds for construction or monitoring activities. The Monitoring and Maintenance Plan shall include the elements described in Exhibit D.
15. NOTIFICATION OF THE STATE. The Grantee shall promptly notify State, in writing, of the following items:
- A. Events or proposed changes that could affect the scope, budget or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of the Project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term of the Agreement, 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 the State's representatives. The Grantee shall make such notification at least 14 calendar days prior to the event.
 - C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.
 - D. The initiation of any litigation or the threat of litigation against the Grantee regarding the Project or that may affect the Project in any way.
 - E. Final inspection of the completed work on a project by a Registered Civil Engineer, in accordance with Standard Condition H.18 "Final Inspections and Certification of Registered Civil Engineer." Grantee shall notify the State's Grant Manager of the inspection date at least 14 calendar days prior to the inspection in order to provide State the opportunity to participate in the inspection.
16. 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 the following mean:

By electronic means, sent to:

- a. Usrpinfo@water.ca.gov and CC: USRP Program Lead: (Esther.Tracy@water.ca.gov)

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.

17. PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, the 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.

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

A. Marc Commandatore or Arthur Hinojosa, Manager<insert title>

Special Restoration Initiatives or Division of Regional Assistance

Department of Water Resources

P.O. Box 942836

Sacramento, CA 94236-0001

E-mail:

Sponsor Agency

<Insert Grantee Sponsor Representative, title, name, mailing address and contact information>

<Insert Grantee Cosponsor Representative title, name, mailing address and contact information>

Direct all inquiries to:

Esther Tracy, Lead

P.O. Box 942836

Sacramento, CA 94236-0001

Urban Streams Restoration Program

Department of Water Resources

E-mail: Esther.Tracy@water.ca.gov

CC: USRPinfo@water.ca.gov

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

19. STANDARD PROVISIONS AND INTEGRATION. This Grant Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

Exhibit A – Work Plan

Exhibit B – Budget

Exhibit C – Schedule

Exhibit D – Monitoring and Maintenance Plan

- Exhibit E – Authorizing Resolutions
- Exhibit F – Local Project and Funding Partners
- Exhibit G – Project Location
- Exhibit H – Standard Conditions
- Exhibit I – Report Formats and Requirements
- Exhibit J – Requirements Data Submittal
- Exhibit K – State Audit Document Requirements and Cost Share Guidelines
- Exhibit L – Escrow Processing and Closure
- Exhibit M – Appraisal Specifications

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

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

<Insert Grantee/Sponsor Name>

Arthur Hinojosa, Manager
Division of Regional Assistance

<Insert Grantee Project Representative
Name and Title>

Date _____

Date _____

Approved as to Legal Form and Sufficiency

Insert Co-sponsor name

Robin Brewer, Assistant General Counsel
Office of the General Counsel

<Insert Grantee Project Representative
Name and title>

Date _____

Date _____

EXHIBIT A – WORK PLAN

(Example: Fill in the blanks for your project))

INSTRUCTIONS: This is an updated Scope of Work (SOW) template to complete in order to receive funding from the Urban Streams Restoration Program (USRP). The SOW consists of a Work Plan (Exhibit A), Budget (Exhibit B) and Timeline (Exhibit C). For an idea of the level of detail, this includes example tasks / subtasks which will need to be changed to fit the grantee's project needs.

Project Description: (Tells a high level story of the project actions) The Grantee will undertake work to improve the habitat, enhancing and restoring the natural ecological value of streams; preventing future property damage caused by flooding and bank erosion; and promoting community involvement, education, and riverine stewardship. This Work Plan describes the required tasks for the (project).

INSERT PROJECT LOCATION MAP (Figure 1)

*Note, please ensure information for map follows Exhibit G

Project Background:

Project Description: The project will do X this by year.

Project Goals and Objectives: (Prepare a bulleted list from the following) The Project will improve (describe the project's overall restoration goals relative to stream restoration, flood damage prevention or prevention, and community engagement) in quantifiable/qualifiable terms. We want to see restoration targets.

Tasks and Deliverables (This is just an **Example outline**—Adjust the tasks for your project with brief description of each subtask) (Make sure the tasks align with those in Exhibits B and C)

Task 1 - Project Management

Subtask 1A – Project Administration

Subtask 1B – Coordination and Meetings

Subtask 1C – Agreements with Landowners

Subtask 1D – Education and Outreach

Deliverables

- Quarterly progress reports
- Subcontractor agreements
- Draft and final meeting notes
- Agreements with diverters and/or landowners
- Education and outreach materials
- Labor Compliance Program Certification (For projects funded with P84 funds)

Task 2 - Planning & Design

Subtask 2A – Project Plan

Subtask 2B – Community Engagement Plan

Subtask 2C – Conceptual Basis of Design Report

Subtask 2D – Alternatives Analysis Report

Subtask 2E – Preliminary Designs

Subtask 2F – Final Designs

Deliverables

- Conceptual Basis of Design Report (due after construction is completed)
- Alternatives Analysis Report
- Community Engagement Plan
- Preliminary Design Documents
- Final Basis of Design Document
- 30% Design Documents
- 60% Design Documents
- 90% Design Documents
- 100% Design Documents

Task 3 –Permitting

Subtask 3A. –. Permitting

Subtask 3B – Environmental Documentation

Deliverables

- Documents that satisfy the CEQA process stamped and dated by the CA State Clearinghouse and/or County Clerk (Notices, formal drafts, final document, etc.)
- Copies of all applicable environmental permits

Task 4 - Construction

Subtask 4A – Pre-construction

Subtask 4B – Mobilization and Clearing and Grubbing

Subtask 4C – Construction of Diversion Improvements

Subtask 4D – As-Built Plans

Subtask 4E – Operation and Maintenance Manuals

Deliverables

- Agreements with construction contractors
- As-Built Plans
- Operation and Maintenance Manuals

Task 5 - Monitoring and Maintenance Plan

Subtask 5A – Monitoring and Maintenance Plan

Subtask 5B – Pre- and Post-Construction Monitoring

Subtask 5C – Compliance Monitoring

Subtask 5D – Maintenance

Deliverables

- Monitoring and Maintenance Plan

- Annual Monitoring Reports
- Final Monitoring Report

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EXHIBIT B – BUDGET (Example)

(Make sure the tasks align with those in Exhibits A and C)

Project Budget Final: 4/01/2020			Other Funds			
Project Tasks	Total Project Costs	USRP Grant	Other State Agency Funds	Federal Agency Funds	Local Match from Sponsor	In-kind Contribution from Grantee/partners
Task 1. General Project Administration, Labor Compliance,	\$400,000	\$150,000	\$0	\$0	\$150,000	\$5,000
Task 2. Project Design, CEQA and Permitting	\$380,000	\$80,000	\$0	\$50,000	\$50,000	\$0
Task 3. Construction and Construction Management	\$560,000	\$500,000	\$0	\$0	\$0	\$10,000
Task 4. Public Outreach and Community Engagement	\$50,000	\$20,000		\$0	\$5,000	\$25,000
Task 5. Mitigation and On-Site Monitoring	\$165,000	\$5,000	\$0	\$0	\$75,000	\$10,000
Total Project Costs	\$1,135,000	\$755,000	\$0	\$50,000	\$280,000	\$50,000

EXHIBIT C – SCHEDULE

Example

(Make sure the tasks align with those in Exhibits A and B)

Project Schedule		Antelope Creek Integrated Flood Control Improvement Project (PCFCWCD) - Upper Weir																																																																					
DWR USRP Grant #4600012009																																																																							
		2012			2013			2014			2015			2016			2017																																																						
		J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D										
1. Direct Project Administration																																																																							
	Project Administration																																																																						
	Labor Compliance																																																																						
	Quarterly Project Reports																																																																						
	Project Completion Report																																																																						
1.2. Land Purchase/Easement																																																																							
1.3. Planning/Design/Engineering/Environmental																																																																							
	Final Design																																																																						
	Environmental Documentation																																																																						
	Permitting																																																																						
2. Construction/Implementation																																																																							
2.1.	Bidding and Award																																																																						
2.2.	Construction																																																																						
2.3.	Construction Administration																																																																						
3.	Environmental Compliance Monitoring/Mitigation/Enhancement																																																																						

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EXHIBIT D – MONITORING AND MAINTENANCE PLAN

This Monitoring and Maintenance Plan (Plan) reflects the realistic long-term monitoring and maintenance needs of the Project and should acknowledge recommended activities even if each will only be performed pending the availability of future funding for such purposes. DWR is not requesting an additional commitment beyond the terms described in Paragraphs 13-14 of this Agreement. The Grantee will submit an initial Draft Plan with each design deliverable beginning with the preliminary 60% designs for State review and approval. The following outlines the types of information DWR requires in a comprehensive Plan.

Purpose

The purpose of this Plan is to ensure that grantees: (1) understand the potential Project performance risks to inform project design and future maintenance needs; (2) establish a scientifically sound mechanism for measuring performance through routine monitoring; (3) realistically plan for a scope of maintenance that enables you to maximize performance and the life of the Project; (4) compile all monitoring, maintenance, performance analysis, and reporting tasks in one place.

Project Information

- A. Project goals, measurable objectives, and the specific tasks undertaken to meet the objectives. Include the expected life of the Project.
- B. Site location and brief general history of the watershed and land-use at the site.
- C. Responsible parties, roles, and commitment timelines for activities described below (include any yet-to-be-determined parties where appropriate for long-term monitoring and maintenance activities)
- D. Describe how the Project restoration actions tie in with efforts in the greater watershed citing relevant watershed plans and assessments.
- E. [For projects targeting protected fishes] List and describe the limiting factors by site location for target fish populations by species and life stage and how restoration tasks treat these.

Potential Project Performance Risks – Evaluate the current maintenance needs of the Project site to understand future impacts to Project sustainability, which may reduce Project performance and the functional life of the Project.

- A. Current Site Issues: Describe the pre-project site conditions and inventory current maintenance needs that may continue after completion of the Project. Current maintenance needs such as occurrence of invasive weeds, prevalence of litter, and human uses such as unauthorized access for recreation or by unhoused people, etc. are likely to continue after Project completion.
- B. Snapshot of Completed Project: Describe what the Project site will look like at Project completion to compare to future conditions.
- C. Expected Risks and Maintenance Needs: List and describe of the anticipated risks to Project performance and maintenance needs of the Project site.

Performance-Based Monitoring

- A. Performance Measures: Complete Table 1 for all Project Objectives. Good Performance Measures allow for comparisons to be made to determine if the Project is meeting performance objectives and to enable improvements.

- B. Monitoring: Expanding upon the information in Table 1, list and describe how you will monitor the Project area during the pre-construction, construction, and short-term post-construction (within the term of grant agreement), and long-term management periods for baseline conditions; environmental compliance; Project completion, habitat establishment, performance, and to reduce the long-term costs of maintenance. Since restoration projects require a regular schedule of ongoing monitoring to identify small problems before they become too expensive to manage, include monitoring indicators that will trigger specific maintenance actions described below.

Maintenance Activities – List and describe a suite of maintenance actions for the Project site based on your understanding of anticipated problems that are likely to or may occur at the Project site. All restoration sites are expected to require ongoing maintenance in order to maximize performance and the life of the project.

Since this grant does not fund long-term management of the Project site, we want you to make a recommendation for a maintenance schedule that would extend performance and sustainability of the project into perpetuity. This plan will make it easier to obtain any future state funding for these costs should it become available to our Program. The plan should include, but not be limited to, the following:

- A. Maintenance schedule: Describe maintenance activities, including frequency, duration, and maintenance metrics to be collected.
- B. Adaptive Management Strategy: Discuss what you will do if monitoring reveals an unanticipated and complex problem that poses a catastrophic risk to Project performance.

Documenting and Reporting – Describe how you will track implementation of this plan and report out on your activities. We recommend listing monitoring visits and maintenance actions performed by date, and noting any recommendations for changes to this Plan based on lessons learned

Table 1. Project Performance Measures Table. See definitions below. (Example)

Project Objective	Metric and Indicator	Baseline	Measurement	Monitoring Location	Monitoring Frequency	Monitoring Duration
Reduce 100-year peak flood flow by 530 cfs on Dry Creek Main Stem at Vernon Street in downtown Roseville	Metric: Water flow in cfs Indicator: Relative change in peak flows during flood events	The modeled 100-year peak flow (2007-Current basis) of Antelope Creek at Antelope Creek Drive crossing and downstream at Vernon Street, per 2011 updated HEC hydrologic model	Stream level data collected automatically during flood events, combined with rating curve at crossing utilized to compute peak flow	ALERT stream level gage located at the Antelope Creek Drive crossing	Immediately following each 100-year flood event; these events can occur at a 1% probability any given year	5 years following project completion
Avoid channel bottom <u>down-cutting</u> within 300 feet downstream of weir; No increased ponding within 300 feet upstream of weir	Metric: Elevation in feet. Indicator: > 0.5 foot change in channel bottom elevation	Establish pre-construction streambed elevations 300 feet up and downstream of weir location	Land Surveying techniques along streambed	Streambed along centerline of creek 300 feet up and downstream	Annually during low flow in the summer/fall	10 years following project completion
Increase the # of harmless site visits by people	Metric: 1) # of people per day; 2) # of unauthorized site visits; 3) # of unhoused campsites Indicator: 10% increase in harmless site visits	Prior to construction perform one 3-hour visitor field count (10 am - 1pm)	3-hour field counts (10 am-1pm)	At new Upper Weir Trail on Antelope Creek Other areas along site.	Annually	3 years following project completion

Table Definitions.

- **Project Objectives:** A project objective is a lower level statement that describes the specific, tangible deliverable of the Project. Each should be specific and measurable, and must meet time, budget, and quality constraints.
- **Metrics:** One or more raw measurements collected to measure success of each objective.
- **Indicators:** Specific measurement that indicates status of the objective and may be used to determine performance success, trigger maintenance actions, etc.
- **Baseline:** Describes the established pre-project measurement to be collected for each metric.
- **Measurement Tools and Methods:** Describes how measurements will be taken.
- **Monitoring Locations:** Lists the precise locations where measurements are taken.
- **Monitoring Frequency:** Describes the rate of occurrence.
- **Monitoring Duration or Range:** Describes the total period for each metric to be measured.

EXHIBIT E – AUTHORIZING RESOLUTIONS

Attach the following Final Documents:

1. Sponsor Resolution
2. Cosponsor Resolution
3. Sponsor Grant Commitment and Fiscal Designee Letter
4. Cosponsor Grant commitment letter (if applicable)
5. Sponsor and Cosponsor MOU

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EXHIBIT F – LOCAL PROJECT AND FUNDING PARTNERS

Grantee has assigned the roles of the participating agencies or groups identified in Exhibit A “Work Plan”

Example

Project Role	Sponsor (name)	Co-Sponsor (name)
Fiscal Agent	x	
Project Management	x	
Public Outreach		x
Sample collection		x

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EXHIBIT G – PROJECT LOCATION

Project Boundary—The Grantee shall provide the State with a polygon that describes the geographic extent of the project. The polygon should be created and submitted electronically using GIS software (i.e. as a Google Earth .kmz file or ArcMap shapefile) and should accurately and completely define the project area. The boundary polygon should include enough vertices to accurately describe the project area as described in Exhibit J (GIS files). Project boundary shall be submitted with the first Quarterly Progress Report.

If needed, provide a description of the project location including overlying jurisdiction (City, County, State, or Federal land), Assessor Parcel Numbers, property addresses, legal descriptions, and Latitude/Longitude of project site.

Project Boundary—The Grantee shall provide a map that clearly shows the geographic extent of the project. The project boundary should be depicted by a thick border and the corners of the project should be labeled with their respective latitude and longitude (global coordinates). The boundary should include enough vertices to accurately and completely describe the project area.

EXHIBIT H – STANDARD CONDITIONS

H.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:



- A. Separate Accounting of Funding Disbursements: The Grantee shall account for the money disbursed pursuant to this Grant Agreement separately from all other Grantee funds. The Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. The Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. The 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 the State at any and all reasonable times.
- B. Disposition of Money Disbursed: All money disbursed pursuant to this Grant Agreement shall be deposited in a non-interest bearing account, administered, and accounted for pursuant to the provisions of applicable law.
- C. Remittance of Unexpended Funds: The Grantee shall remit to the State any unexpended funds that were disbursed to the Grantee under this Grant Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from the State to the Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant Agreement, whichever comes first.

H.2. ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: The Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Grant Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the California < insert proper name of bond act(s)> and through an agreement with the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement and a provision that incorporates the requirements stated within this Paragraph.

A. Types of Signs:

- i. Sign posted during construction: Recommended minimum size of 4.5 feet X 7.5 feet. If a permanent sign will be placed upon completion of Project, construction sign may be constructed of less permanent material.
- ii. Sign posted upon completion: The Grantee is required to post a sign at the Project site. The sign must be installed for the final inspection of the Project. There is no minimum size other than the minimum size for the logo and includes the required language.
- iii. The Grantee is required to post a sign at the Project site. The sign must be installed for the final inspection of the Project. There is no minimum size other than the minimum size for the logo and includes the required language.

Example:

	<h2>Project Title</h2> <p>Description</p>	
<p>Funding for this project has been provided by Proposition 68 through the California Resources Agency and California Department of Water Resources to improve River Parkways and Urban Streams</p>		
<p>GAVIN NEWSOM, GOVERNOR Wade Crowfoot, Secretary for Natural Resources Agency Karla Nemeth, Director, California Department of Water Resources California Drought, Water, Park, Climate, Coastal Protection, and Outdoor Access for All Act of 2018</p>		

- B. Sign Construction: All materials used for permanent sign shall be durable and resistant to elements and graffiti.
- C. Sign Duration: Project sign must be in place for a minimum of four (4) years from the date of project completion.
- D. For projects where the required sign may be infeasible the Grantee shall consult with the State's Grant Manager regarding an appropriate alternative.

State Approval: The Grantee shall submit proposed location(s), size, number of signs and language for review prior to ordering signs. Failure to obtain prior approval of signage will result in signage costs not being reimbursed with grant funds or counting as required Cost Share.

- H.3. **AMENDMENT:** This Grant Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2. Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2. The State shall have no obligation to agree to an amendment.
- H.4. **AMERICANS WITH DISABILITIES ACT:** By signing this Grant Agreement, the Grantee assures the 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.
- H.5. **AUDITS:** The 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 the State. After completion of the Project, the State may require the Grantee to conduct a final audit to the State's specifications, at the Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by the

Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and the State may elect to pursue any remedies provided in Paragraph 11 or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) 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 the Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement. If an audit reveals any impropriety, the Bureau of State Audits or the State Controller's Office may conduct a full audit of any or all of the Grantee's activities. (Pub. Resources Code, § 80012, subd. (b).)

- H.6. BUDGET CONTINGENCY: If the Budget Act of the current year covered under this Grant Agreement does not appropriate sufficient funds for this program, this Grant Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the State to make any payments under this Grant Agreement. In this event, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement and the Grantee shall not be obligated to perform any provisions of this Grant Agreement. Nothing in this Grant Agreement shall be construed to provide the Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Grant Agreement with no liability occurring to the State, or offer a Grant Agreement amendment to the Grantee to reflect the reduced amount.
- H.7. CALIFORNIA CONSERVATION CORPS: The Grantee may use the services of the California Conservation Corps or other community conservation corps as defined in Public Resources Code section 14507.5.
- H.8. CEQA: Activities funded under this Grant Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the State's Project Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once the State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 9 "Default Provisions".

Applicants seeking Proposition 84 funding should note that Public Resources Code section 75102 requires lead agencies to notify tribal entities prior to adoption of Negative Declarations or Environmental Impact Reports (EIRs) if traditional tribal lands are within the area of the Project.

- H.9. CHILD SUPPORT COMPLIANCE ACT: The Grantee acknowledges in accordance with Public Contract Code section 7110, that:
- A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support

enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and

B. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

- H.10. **CLAIMS DISPUTE:** Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. The State and the Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
- H.11. **COMPETITIVE BIDDING AND PROCUREMENTS:** The Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by the State under this Grant Agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
- H.12. **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.
- H.13. **CONFLICT OF INTEREST:** All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- A. **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
- B. **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- C. **Employees of the Grantee:** Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any

applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)

D. Employees and Consultants to the Grantee: Individuals working on behalf of a grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.

- H.14. DELIVERY OF INFORMATION, REPORTS, AND DATA: The Grantee agrees to expeditiously provide throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by the State.
- H.15. DISPOSITION OF EQUIPMENT: The Grantee shall provide to the State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by the State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory, the State shall provide the Grantee with a list of the items on the inventory to which the State will take title. All other items shall become the property of the Grantee. The State shall arrange for delivery from the Grantee of items that it intends to take title. Cost of transportation, if any, shall be borne by the State.
- H.16. DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance: By signing this Grant Agreement, the Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of the State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. 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.
 - B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. The Grantee 's policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation, and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
 - C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
 - i. Will receive a copy of the Grantee's drug-free policy statement, and
 - ii. Will agree to abide by terms of the Grantee's condition of employment, contract or subcontract.
- H.17. EASEMENTS: Where the Grantee acquires property in fee title or funds improvements to real property using State funds provided through this Grant Agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The

easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.

Where the Grantee or third party acquires an easement or other title restriction under this Agreement, the Grantee or third party agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner. Failure to provide an easement or other title restriction acceptable to the State may result in termination of this Agreement.

- H.18. FINAL INSPECTIONS AND CERTIFICATION OF A REGISTERED CIVIL ENGINEER: Upon completion of the Project, the 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.
- H.19. THE GRANTEE'S RESPONSIBILITIES: Grantee and its representatives shall:
- A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A "Work Plan" and Exhibit D "Monitoring and Maintenance Plan" and in accordance with Project Exhibit B "Budget" and Exhibit C "Schedule".
 - B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
 - C. Comply with all applicable California, federal, and local laws and regulations.
 - D. Implement the Project in accordance with applicable provisions of the law.
 - E. Fulfill its obligations under the Grant Agreement and be responsible for the performance of the Project.
 - F. Obtain any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. The Grantee shall provide copies of permits and approvals to the State.
 - G. Be 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 the State is solely for the purpose of proper administration of funds by the State and shall not be deemed to relieve or restrict responsibilities of the Grantee under this Agreement.
 - H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
- H.20. GOVERNING LAW: This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

- H.21. **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 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 Agreement. The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.
- H.22. **INDEMNIFICATION:** The Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to, any claims or damages arising from planning, design, construction, maintenance and/or operation of this Project and any breach of this Agreement. The Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- H.23. **INDEPENDENT CAPACITY:** The Grantee, and the agents and employees of the Grantee, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- H.24. **INSPECTION OF BOOKS, RECORDS, AND REPORTS:** During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by the Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and the State may withhold disbursements to the Grantee or take any other action it deems necessary to protect its interests.
- H.25. **INSPECTIONS OF PROJECT BY THE STATE:** The State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any subcontracts, and the Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with the State.
- H.26. **LABOR CODE COMPLIANCE:** The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>. **<Remove this next sentence is no Prop 84 funds are being used in Agreement>** Grantee certifies that it has a Labor Compliance Program (LCP) in place or has contracted with a third party that has been approved by the Director of DIR to operate an LCP. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.
- H.27. **MODIFICATION OF OVERALL WORK PLAN:** At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibits A "Work Plan" B "Budget", C "Schedule" and D "Monitoring and Maintenance Plan" without formally amending this Grant Agreement. Non-material changes with respect to the Work Plan and Monitoring and

Maintenance Plan are changes that do not change the substantive circumstances (e.g., competitiveness) by which the Project was awarded grant funds. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Grant Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Grant Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.

- H.28. **NONDISCRIMINATION:** During the performance of this Grant Agreement, the Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital or domestic partner status, and denial of medial and family care leave or pregnancy disability leave. The Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. The Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.
- H.29. **OPINIONS AND DETERMINATIONS:** Where the terms of this Grant Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- H.30. **PERFORMANCE BOND:** Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
- H.31. **PRIORITY HIRING CONSIDERATIONS:** If this Grant Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.
- H.32. **PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with the Grantee's service of water, without prior permission of the State. The Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of the Grantee to meet its obligations under this Grant Agreement, without

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

- H.33. PROJECT ACCESS: The Grantee shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- H.34. REMAINING BALANCE: In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.
- H.35. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Grant Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- H.36. RETENTION: The State shall withhold ten percent (10%) of the funds requested by the Grantee for reimbursement of Eligible Project Costs until the Project is completed and the Grantee has met requirements of Paragraph 18, "Submissions of Reports." Any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest, upon completion of the Project.
- H.37. RIGHTS IN DATA: The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, web content, and other written or graphic work produced in the performance of this Grant Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) 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. The State shall have the right to use any data described in this paragraph for any public purpose.
- H.38. SEVERABILITY: Should any portion of this Grant Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant Agreement shall continue as modified.
- H.39. SUSPENSION OF PAYMENTS: This Grant Agreement may be subject to suspension of payments or termination, or both if the State determines that:
- A. The Grantee, its contractors, or subcontractors have made a false certification, or
 - B. The Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant Agreement.
- H.40. SUCCESSORS AND ASSIGNS: This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as the State may impose.
- H.41. TERMINATION BY THE GRANTEE: Subject to State approval which may be reasonably withheld, the Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, the Grantee must provide a reason(s) for termination. The Grantee must submit all progress reports summarizing accomplishments up until termination date.

- H.42. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 9 “Default Provisions”, the State may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 9.
- H.43. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days’ advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- H.44. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- H.45. TIMELINESS: Time is of the essence in this Grant Agreement.
- H.46. TRAVEL: Travel includes the reasonable and necessary costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Grant Agreement. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.
- H.47. UNION ORGANIZING: The Grantee, by signing this Grant Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Grant Agreement. Furthermore, the Grantee, by signing this Grant Agreement, hereby certifies that:
- A. No State funds disbursed by this Grant Agreement will be used to assist, promote, or deter union organizing.
 - B. The Grantee shall account for State funds disbursed for a specific expenditure by this Grant Agreement to show those funds were allocated to that expenditure.
 - C. The Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
 - D. If the Grantee makes expenditures to assist, promote, or deter union organizing, the Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that the Grantee shall provide those records to the Attorney General upon request.
- H.48. VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
- H.49. WAIVER OF RIGHTS: None of the provisions of this Grant agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

EXHIBIT I – REPORT FORMATS AND REQUIREMENTS

REPORT FORMATS AND REQUIREMENTS

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

1. INITIAL KICKOFF MEETING

The Grantee and the State shall meet to discuss expectations and schedule of deliverables. The State will conduct an initial site visit at project location.

2. QUARTERLY PROGRESS REPORTS

The Grantee shall submit Quarterly Progress Reports on a consistent basis using the State template provided to meet the State's requirement for disbursement of funds. Quarterly Progress Report shall be submitted no later than 15 days after the end of the corresponding quarter. The quarterly progress report should describe the work performed during the reporting period. The 4th quarter report shall contain a summary of the overall progress for the year.

Quarterly Progress Reports shall, in part, provide a brief description of the work performed, the Grantee's activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period.

PROJECT STATUS

Describe the work performed during the time period covered by the report, including but not limited to:

PROJECT INFORMATION

- Legal matters.
- Additions or changes to project partners or roles as reported in Exhibit F "Local Project and Funding Partners".
- Project Status, includes an estimate the percentage completion of the overall project.
- Project Objectives Status, which identifies any changes to the quantities of proposed habitat targets (i.e. 1,000 LF riparian habitat creation), flood/erosion control treatments (i.e. 20 feet of stream daylighting, 500 LF of streambank erosion control/bank stabilization), and other quantifiable objectives proposed in the grant application.
- Engineering Design Status, including engineering evaluations, level or % of design reached, status of DWR's approval of each, and an estimate for when you will request DWR's design review.
- Environmental Document and Permit Planning Status, including a list of compliance and permitting deliverables and dates of completion, receipt, or an estimated date of completion.
- Property Access Status, including easements, rights-of-way, rights of entry and related approvals.
- Major accomplishments during the quarter (i.e. tasks completed, milestones met, meetings held or attended, press releases, etc.).
- Describe differences between the work performed and the work outlined in the Overall Work Plan, including change orders.

- Identify key issues/concerns that need to be resolved, including those that have, will, or could affect the schedule or budget, with a recommendation on how to correct the matter.
- Photos documenting progress.

COST INFORMATION

- Provide a list showing all project costs incurred during the quarter covered by the report by the Grantee and each contractor working on the project and which of these costs are Eligible Project Costs.
- State if the project is on budget and discuss how the budget is progressing in comparison to the project budget included in the Overall Work Plan.
- A list of any changes approved to the budget during the quarter in accordance with Grant agreement and a revised budget, by task, if changed from latest budget in the Overall Work Plan.
- State if there have been any changes to the Grantee's finance plan for payment of their share of Eligible Project Costs.

SCHEDULE INFORMATION

- A snapshot of the most recent approved schedule.
- A schedule showing actual progress verses planned progress.
- A discussion on how the actual schedule is progressing in comparison to the original or last reported schedule.

ANTICIPATED ACTIVITIES NEXT QUARTER

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

NEWSLETTER/BLOG ARTICLE

- Once a quarter, the Grantee will provide a half page article that we would use for blogs or newsletter.
- Include a related picture(s).

FOURTH QUARTER ANNUAL REPORTING

- The Grantee shall provide either written report or presentation, per direction from the State and provided to the Grantee 6 months prior to deadline.

3. FINAL REPORT

Final Report shall generally use the following format.

EXECUTIVE SUMMARY – A brief summary of the following items:

- The original project purpose, goals, and objectives.
- Changes made to the proposed concepts based on new information gained during the project.
- Project successes, including how the project improved/will improve conditions and repaired problems at the site and in the watershed.

- A description of concerns for managing the site in a watershed context for the next 20 years.
- Any additional information that would help inform future similar projects.

PROJECT INFORMATION – Narratives and lists to account for the following:

- Pre-project conditions at the site and in general within the watershed, including any problems that the project was proposed to- and ultimately designed to address.
- Description of work proposed in the original USRP Grant application and as completed to address the problems described above, including the restoration techniques, engineering solutions, and any deviations from the work plan identified in the Grant agreement.
- Post-project conditions at the site and surrounding landscape upon completion and as anticipated when plantings and installed habits will be fully established.
- List any official amendments to the Agreement and minor changes to the scope, budget, and timeline with a date and short description of the reason for each change.

ANALYSIS, SUSTAINABILITY, AND LONG-TERM MANAGEMENT – Provide the following:

- An analysis of the techniques used to treat the aforementioned problems at the project site and in the watershed.
- If applicable, describe the findings of any study and whether the study determined the engineering, hydrologic, hydrogeological, environmental, economic, and financial feasibility of the project.
- A description of the extent of community involvement in the project and contributions to its long-term sustainability.
- Describe how the project was designed or changed to improve sustainability and minimize long-term management needs.
- Summarize the long-term monitoring and maintenance plans and responsible entities.
- Photographs of the site prior to, during, and after construction to document pre-existing problems and the change in project site conditions.

REPORTS AND PRODUCTS – Provide the following:

- Photographs of restoration techniques and activities; and community participation (i.e. design charrettes, community meetings, site tours, volunteer workers) if part of the project.
- Copy of any final technical report or study produced for this project.
- Electronic copies of any data collected.
- Copy of final Monitoring and Maintenance Plan 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 (e.g. NAD '83 datum and either a UTM 10 or UTM 11 projection, dependent on the project's location).
- As-built drawings.
- For projects involving a modeling component, the Grantee shall provide the major input data files, parameters, calibration statistics, and output files.

- Self-Certification that the Project meets the stated goal of the Grant agreement (e.g. 100-year level of flood protection, HMP standard, PI-84-99, etc.).
- 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.
- Discussion of problems that occurred during the work and how those problems were resolved.
- 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 changes in vegetative cover and diversity and the geomorphic response to bankfull and flood flows.
- A final project schedule showing actual progress versus planned progress

COSTS AND DISPOSITION OF FUNDS – A summary table of invoices showing:

- The date each invoice was submitted to the State
- The amount of the invoice
- The date the check was received
- The amount of the check (If a check has not been received for the final invoice, then state this in this section.)
- A summary of the payments made by the Grantee for meeting its cost sharing obligations under this Grant Agreement.
- A spreadsheet summary of the original project budget by task versus the final project costs.

ADDITIONAL INFORMATION – Any relevant additional Information should be included:

- A final project schedule showing actual progress, and a discussion of any variances from the original schedule.
- 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 Monitoring Reports prepared after the end of the grant period and an outline of the proposed reporting format.
- Status of performance measures.

EXHIBIT J – REQUIREMENTS FOR DATA SUBMITTAL

ELECTRONIC REPORT FORMATTING

The Grantee agrees that reporting work funded under this Grant Agreement will be provided in an electronic format to the State. Electronic submittal of final reports, plans, studies, data, and other work performed under this grant shall include a final signature with date and be as follows:

- Text preferably in MS WORD or text PDF format.
- Files generally less than 50 MB in size.
- Files named so that the public can determine their content.

- Data files and tables: preferably in MS Excel or appropriate file-type used in data analysis software (e.g. GIS shape files must be in standard ESRI format).

Surface and Groundwater Quality Data:

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

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

If the Project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program Information on the GAMA Program can be obtained at:

https://www.waterboards.ca.gov/water_issues/programs/gama/. If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at: https://www.waterboards.ca.gov/water_issues/programs/gama/contact.shtml.

Groundwater Level Data

For a project that collects groundwater level data, the Grantee will need to submit this data to DWR's Water Data Library (WDL), with a narrative description of data submittal activities included in project reports, as described in Exhibit I Information regarding the WDL and in what format to submit data in can be found at: <http://www.water.ca.gov/waterdatalibrary/>.

In the near future, DWR's WDL will be replaced by the California Statewide Groundwater Elevation Monitoring program (CASGEM). Once this Program comes online Grantee will then submit groundwater level data to CASGEM. Information regarding the CASGEM program can be found at: <http://www.water.ca.gov/groundwater/casgem/>.

GIS Files

To the greatest extent possible, the Grantee shall comply with the requirements of the DWR Spatial Data Standards (Standards). The sections of the Standards that are most relevant to data supplied by grantees include:

All of the following sections: Section 2. Names, Section 4. Projections and Datums, Section 5. Metadata, Section 6. Accessibility and Security Standards Section 9. Names, Section 10. File Organization, Section 11. Vertical Datum for DWR-Created / Improved Data Sets, Section 12. Spatial Data Creation Method Standards and Guidelines, Section 13. Metadata, Section 14. Accuracy, Section 15. Quality Assurance and Quality Control, Section 16. Requirement for DWR Web Maps and Applications Use of Web Atlas, Section 17. Production of Default Service Definition Files, and Section 18. Service Level Metadata.

Grantee will deliver to DWR:

- Electronic copies of all finalized GIS data files, or non-GIS files containing spatial data (such as in Excel worksheets), in any format that was used, including but not limited to shapefiles

(all components), geodatabases, coverages, grids, etc. All data, subject to DWR review and approval, shall comply with all aspects of DWR GIS Data Standard. Each data file shall include or be attached to metadata in compliance with the current DWR GIS Metadata Standard. Metadata shall include detailed descriptions of: creation methods, analysis steps, spatial and attribute accuracies/completeness, complete data dictionaries, and any other relevant information that could affect interpretation of applicability of these data toward any potential purpose. All data shall be provided in NAD83/NAVD88 reference datums.

- All other physical or electronic components used to create any printed or electronic product, so that DWR obtains the capability to open and print any document, figure, plate, profile, table or graph included in this task order, and edit them as necessary. These include, but are not limited to: all GIS data files used to produce any map, regardless of the file origin; all finalized GIS document files such as, but not limited to, ESRI ArcMap Document (MXD) files and AutoCAD Drawing Exchange Format (DXF) files); style sheets for all symbology used in any GIS product; any linked or embedded tables, graphics or text that were included in any map layout, all in a form that permits editing; all CADD files, all image files.

- Electronic copies of all source data (including, but not limited to, GIS files) and significant intermediate processing step files used to generate final data files.

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EXHIBIT K – STATE AUDIT DOCUMENT REQUIREMENTS AND COST SHARE GUIDELINES FOR GRANTEES

The following provides a list of documents typically required by the State Auditors and general guidelines for Grantees. List of documents pertains to both State funding 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. Grantees should ensure that such records are maintained for the Project.

State Audit Document Requirements

Internal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
2. Written internal procedures and flowcharts for the following:
 - A. Receipts and deposits
 - B. Disbursements
 - C. State reimbursement requests
 - D. Expenditure tracking of State funds
 - E. Guidelines, policy, and procedures on State-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 the State-funded Program/Project.

State Funding:

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

Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Agency and member agencies as related to the State-funded Program/Project.

Invoices:

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

Cash Documents:

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

4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for funding 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 Agreement reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

Project Files:

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

Cost Share Guidelines

Cost Share (often referred to as funding match) consists of non-State funds, including in-kind services. In-kind services are defined as work performed (i.e., dollar value of non-cash contributions) by the Grantee (and potentially other parties) directly related to the execution of the funded project. Examples include volunteer services, equipment use, and use of facilities. The cost of in-kind service can be counted as funding match in-lieu of actual funds (or revenue) provide by the Grantee. Other funding match and in-kind service eligibility conditions may apply. Provided below is guidance for documenting cost share with and without in-kind services.

1. Although tracked separately, in-kind services shall be documented and, to the extent feasible, supported by the same methods used by the Grantee for its own employees. Such documentation should include the following:
 - A. Detailed description of the contributed item(s) or service(s)
 - B. Purpose for which the contribution was made (tied to project work plan)
 - C. Name of contributing organization and date of contribution
 - D. Real or approximate value of contribution. Who valued the contribution and how was the value determined? (e.g., actual, appraisal, fair market value, etc.). Justification of rate. (See item #2, below)
 - E. Person's name and the function of the contributing person
 - F. Number of hours contributed
 - G. If multiple sources exist, these should be summarized on a table with summed charges
 - H. Source of contribution if it was provided by, obtained with, or supported by government funds
2. Rates for volunteer or in-kind services shall be consistent with those paid for similar work in the Grantee's organization. For example, volunteer service of clearing vegetation performed by an attorney shall be valued at a fair market value for this service, not the rate for professional legal services. In those instances, in which the required skills are not found in the recipient organization,

rates shall be consistent with those paid for similar work in the labor market. Paid fringe benefits that are reasonable, allowable and allocable may be included in the valuation.

3. Cost Share contribution (including in kind services) shall be for costs and services directly attributed to activities included in the Grant Agreement. These services, furnished by professional and technical personnel, consultants, and other skilled and unskilled labor may be counted as in-kind if the activities are an integral and necessary part of the project funded by the Grant Agreement.
4. Cash contributions made to a project shall be documented as revenue and in-kind services as expenditure. These costs should be tracked separately in the Grantee's accounting system.

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EXHIBIT L – INFORMATION NEEDED FOR ESCROW PROCESSING AND CLOSURE

The Grantee must provide the following documents to the State Project Representative during the escrow process. Property acquisition escrow documents must be submitted within the term of this Grant Agreement and after a qualified appraisal has been approved.

The Grantee must provide the following documents to the State Project Representative during the escrow process. Property acquisition escrow documents must be submitted within the term of this Grant Agreement and after a qualified appraisal has been approved.

- Name and Address of Title Company Handling the Escrow
- Escrow Number
- Name of Escrow Officer
- Escrow Officer's Phone Number
- Dollar Amount Needed to Close Escrow
- Legal Description of Property Being Acquired
- Assessor's Parcel Number(s) of Property Being Acquired
- Copy of Title Insurance Report
- Entity Taking Title as Named Insured on Title Insurance Policy
- Copy of Escrow Instructions in Draft Form Prior to Recording for Review Purposes
- Copy of Final Escrow Instructions
- Verification that all Encumbrances (Liens, Back Taxes, and Similar Obligations) have been Cleared Prior to Recording the Deed to Transfer Title
- Copy of Deed for Review Purposes Prior to Recording
- Copy of Deed as Recorded in County Recorder's Office
- Copy of Escrow Closure Notice

EXHIBIT M – APPRAISAL SPECIFICATIONS

For property acquisitions funded this Grant agreement, the Grantee must submit an appraisal for review and approval by the Department of General Services or DWR's Real Estate Branch prior to reimbursement or depositing State funds into an escrow account. All appraisal reports, regardless of report format, must include all applicable Appraisal Specifications below. Appraisals for a total compensation of \$150,000 or more shall be reported as a Self-Contained Appraisal Report. Appraisals for a total compensation of less than \$150,000 may be reported as a Summary Appraisal Report, which includes all information necessary to arrive at the appraiser's conclusion. Appraisal Specifications 14, 16, 21, 23-25, and 28 shall be narrative analysis regardless of the reporting format.

1. Title page with sufficient identification of appraisal assignment.
2. Letter of transmittal summarizing important assumptions and conclusions, value estimate, date of value and date of report.
3. Table of contents.
4. Assumptions and Limiting Conditions, Extraordinary Assumptions, and Hypothetical Conditions as needed.
5. Description of the scope of work, including the extent of data collection and limitations, if any, in obtaining relevant data.
6. Definition of Fair Market Value, as defined by Code of Civil Procedure, section 1263.320.
7. Photographs of subject property and comparable data, including significant physical features and the interior of structural improvements, if applicable.
8. Copies of Tax Assessor's plat map with the subject marked along with all contiguous assessor's parcels that depict the ownership.
9. A legal description of the subject property, if available.
10. For large, remote or inaccessible parcels, provide aerial photographs or topographical maps depicting the subject boundaries.
11. Three-year subject property history, including sales, listings, leases, options, zoning, applications for permits, or other documents or facts that might indicate or affect use or value.
12. Discussion of any current Agreement of Sale, option, or listing of subject property. This issue required increased diligence since state agencies often utilize non-profit organizations to quickly acquire sensitive-habitat parcels using Option Agreements. However, due to confidentiality clauses, the terms of the Option are often not disclosed to the state. If the appraiser discovers evidence of an Option or the possible existence of an Option, and the terms cannot be disclosed due to a confidentiality clause, then the appraiser is to cease work and contact the client.
13. Regional, area, and neighborhood analyses. This information may be presented in a summary format.
14. Market conditions and trends including identification of the relevant market area, a discussion of supply and demand within the relevant market area, and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area. This information may be presented in a summary format.
15. Discussion of subject land/site characteristics (size, topography, current use, elevations, zoning and land use issues, development entitlements, General Plan designation, utilities, offsite improvements, access, land features such as levees and creeks, offsite improvements, easements and encumbrances, covenants, conditions and restrictions, flood and earthquake

information, toxic hazards, water rights, mineral rights, toxic hazards, taxes and assessments, etc.).

16. Description of subject improvements including all structures, square footage, physical age, type of construction, quality of construction, condition of improvements and/or identification of any permanent plantings. Discussion of construction cost methodology, costs included and excluded, accrued depreciation from all causes, remaining economic life, items of deferred maintenance and cost to cure, and incurable items. Construction cost data must include cost data source, date of estimate or date of publication of cost manual, section and page reference of cost manual, copies of cost estimate if provided from another source, replacement or reproduction cost method used, and supporting calculations including worksheets or spreadsheets.
17. Subject property leasing and operating cost history, including all items of income and expense.
18. Analysis and conclusion of the larger parcel for partial taking appraisals. For partial taking appraisals, Appraisal Specifications generally apply to the larger parcel rather than an ownership where the larger parcel is not the entire ownership.
19. Include a copy of a recent preliminary title report (within the past year) as an appraisal exhibit. Discuss the title exceptions and analyze the effect of title exceptions on fair market value.
20. For appraisals of partial takings or easements, a detailed description of the taking or easement area including surface features and topography, easements, encumbrances or improvements including levees within the subject partial take or easement, and whether the take area is characteristic of the larger parcel. Any characteristics of the taking area, including existing pre-project levees that render the take area different from the larger parcel must be addressed in the valuation.
21. Opinion of highest and best use for the subject property, based on an in depth analysis supporting the concluded use which includes the detail required by the complexity of the analysis. Such support typically requires a discussion of the four criteria of tests utilized to determine the highest and best use of a property. If alternative feasible uses exist, explain and support market, development, cash flow, and risk factors leading to an ultimate highest and best use decision.
22. All approaches to market value applicable to the property type and in the subject market. Explain and support the exclusion of any usual approaches to value.
23. Map(s) showing all comparable properties in relation to the subject property.
24. Photographs and plat maps of comparable properties.
25. In depth discussion of comparable properties, similarities and differences compared to the subject, adjustments to the comparable data, and discussion of the reliability and credibility of the data as it relates to the indicated subject property value. Improved comparable sales which are used to compare to vacant land subject properties must include an allocation between land and improvements, using methodology similar to methodology used in item 16 above to estimate improvement value when possible, with an explanation of the methodology used.
26. Comparable data sheets.
 - a) For sales, include information on grantor/grantee, sale/recordation dates, listed or asking price as of the date of sale, highest and best use, financing, conditions of sale, buyer motivation, sufficient location information (street address, post mile, and/or distance from local landmarks such as bridges, road intersections, structures, etc.), land/site characteristics, improvements, source of any allocation of sale price between land and improvements, and confirming source.
 - b) For listings, also include marketing time from list date to effective date of the appraisal, original list price, changes in list price, broker feedback, if available.

- c) For leases, include significant information such as lessor/lessee, lease date and term, type of lease, rent and escalation, expenses, size of space leased, tenant improvement allowance, concessions, use restrictions, options, and confirming source. When comparing improved sales to a vacant land subject, the contributory value of the improvements must be segregated from the land value.
27. For appraisals of easements, a before and after analysis of the burden of the easement on the fee, with attention to how the easement affects highest and best use in the after condition. An Easement Valuation Matrix or generalized easement valuation references may be used ONLY as a reference for a secondary basis of value.
 28. For partial taking and easement appraisals, valuation of the remainder in the after condition and analysis and identification of any change in highest and best use or other characteristics in the after condition, to establish severance damages to the remainder in the after condition, and a discussion of special and general benefits, and cost to cure damages or construction contract work.
 29. There are occasions where properties involve water rights, minerals, or salable timber that require separate valuations. If an appraisal assignment includes water rights, minerals, or merchantable timber that requires separate valuation, the valuation of the water rights, minerals, or merchantable timber must be completed by a credentialed subject matter specialist.
 30. For partial taking and easement appraisals, presentation of the valuation in California partial taking acquisition required format.
 31. Implied dedication statement.
 32. Reconciliation and final value estimate. Include analysis and comparison of the comparable sales to the subject, and explain and support conclusions reached.
 33. Discussion of any departures taken in the development of the appraisal.
 34. Signed Certification consistent with the language found in Uniform Standards of Professional Appraisal Practice.
 35. If applicable, in addition to the above, appraisals of telecommunication sites must also provide:
 - a) A discussion of market conditions and trends including identification of the relevant market, a discussion of supply and demand within the relevant market area and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area.
 - b) An analysis of other (ground and vault) leases comparable to subject property. Factors to be discussed in the analysis include the latitude, longitude, type of tower, tower height, number of rack spaces, number of racks occupied, placement of racks, power source and adequacy, back-up power, vault and site improvements description and location on site, other utilities; access, and road maintenance costs.