

**FUNDING AGREEMENT BETWEEN  
THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES) AND  
<SPONSOR>  
AGREEMENT NO. <SAP AGREEMENT NUMBER>  
FOR A GRANT UNDER THE URBAN STREAMS RESTORATION PROGRAM  
WATER CODE SECTION 7048**

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

1. PURPOSE. State shall provide funding from the Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024 (Prop 4) to Grantee to assist in financing the <insert project title> (Project) as set forth in Exhibit A "Scope of Work" pursuant to Water Code Section 7048-7049.
2. TERM OF FUNDING AGREEMENT. The term of this Funding Agreement begins on the date this Funding Agreement is initially executed by the State, through final payment plus three (3) years unless otherwise terminated or amended as provided in this Agreement. However, all work shall be completed by <Insert date based on schedule> and no funds may be requested after <Insert date work completed + 3 - 6 months>. The Grantee agrees to ensure that its final Reimbursement Request is received by the Department of Water Resources (DWR) no later than <Insert date work completed + 3 - 6 months>, unless prior approval has been granted by DWR. If the final Reimbursement Request is not received timely, the undisbursed balance of this Agreement may be unencumbered and the Grantee shall forfeit any right to reimbursement.
3. PROJECT COST. The reasonable cost of the Project is estimated to be \$<insert Project Cost>.
4. FUNDING AMOUNT. The maximum amount payable by the State under this Agreement shall not exceed \$<INSERT AMOUNT>. Any additional costs are the responsibility of the Grantee.
5. GRANTEE COST SHARE. The Grantee agrees to fund the difference between the actual Total Project Cost, as estimated in Exhibit B, and the amount specified in Paragraph 4, if any.
6. BASIC CONDITIONS. The State shall have no obligation to disburse money for the Project under this Funding Agreement until Grantee has satisfied the following conditions:
  - A. For the term of this Funding Agreement, the Grantee submits timely Quarterly Progress Reports as required by Paragraph 13, "Submission of Reports" and in Exhibit A.
  - B. The Grantee submits all deliverables as specified in Paragraph 13 of this Funding Agreement and in Exhibit A.

- C. Prior to the commencement of construction or implementation activities, Grantee shall submit the following to the State:
- i. If applicable, final plans and specifications certified by a California Registered Civil Engineer as to compliance for the Project as listed in Exhibit A of this Funding Agreement.
  - ii. A final Monitoring and Maintenance Plan as required by Paragraph 15, "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 Funding Agreement until the following actions are performed:
    - a. The Grantee submits to the State all applicable environmental permits as indicated on the Environmental Information Form to the State,
    - 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.

7. **DISBURSEMENT OF FUNDS.** Following the review and approval of each invoice, the State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Funding 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 Funding Agreement shall be deposited in a non-interest bearing account and shall be used solely to pay Eligible Project Costs.
8. **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. Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition, legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable

administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Work performed on the Project after <insert date> shall be Eligible Project Costs.

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

- A. Costs, other than those noted above, incurred prior to <insert same date as above paragraph>.
- 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, unless required in the Work Plan.
- G. Applying for and replacement of existing funding sources (e.g., other grant programs, bridge loans, etc.).
- H. Any costs associated with fundraising or lobbying efforts which include financial campaigns, solicitation of gifts and bequests, and similar expenses incurred to raise capital or to obtain contributions for the project or any other effort. Any food, beverages, and entertainment costs.
- I. Support of existing agency requirements and mandates (e.g., punitive regulatory agency requirement).
- J. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of the Project, as set forth and detailed by engineering and feasibility studies, or land purchased prior to <insert appropriate date, such date limitations included in the program guidelines/PSP, grant award date, effective date of agreement.>
- K. Overhead and indirect costs. "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 solely and 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.
- L. Payment of Federal and State taxes.
- M. 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.

9. METHOD OF PAYMENT. After the disbursement requirements in Paragraph 6 “Basic Conditions” are met, the State will disburse the whole or portions of the State funding to the Grantee, following receipt from Grantee via US mail or Express mail delivery of a “wet signature” invoice, or an electronic invoice certified and transmitted via DocuSign for costs incurred, and timely Quarterly Progress Reports as required by Paragraph 13, “Submission of Reports.” Payment will be made no more frequently than quarterly, in arrears, upon receipt of an invoice bearing the Funding Agreement number. The State will notify the Grantee, 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 Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee 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 Grantee shall include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.
- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the 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. 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 and itemized based on the categories (i.e. tasks) specified in Exhibit A.
  - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State’s funding amount, as depicted in Paragraph 4, “Funding Amount” and those costs that represent Grantee’s costs, as applicable, in Paragraph 5, “Grantee Cost Share.”
  - v. Original signature and date of Grantee’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 the authorized representative
    - a. By U.S. Postal Service at:

Esther Tracy, Lead  
Urban Streams Restoration Program  
Department of Water Resources

PO BOX 942836  
Sacramento, California 94236-0001

b. Electronically at:

[USRPinfo@water.ca.gov](mailto:USRPinfo@water.ca.gov) and  
CC: [Esther.Tracy@water.ca.gov](mailto:Esther.Tracy@water.ca.gov)

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 Grantee 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 D.5 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, §§ 115, 470, 487-489.)

10. WITHHOLDING OF DISBURSEMENTS BY STATE. If the State determines that the Project is not being implemented in accordance with the provisions of this Funding Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Funding Agreement, and if the Grantee does not remedy any such failure to State's satisfaction, the State may withhold from Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where any portion of the State funding has been disbursed to the Grantee and State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 11, "Default Provisions," 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 Grantee's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 11." If State notifies Grantee of its decision to withhold the entire funding amount from Grantee pursuant to this Paragraph, this Funding Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Funding Agreement and the Funding Agreement shall no longer be binding on either party.
11. DEFAULT PROVISIONS. The Grantee will be in default under this Funding Agreement if any of the following occur:
- A. Substantial breaches of this Funding 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 Funding Agreement or the application filed to obtain this Funding Agreement;

- C. Failure to operate or maintain Project in accordance with this Funding Agreement.
- D. Failure to make any remittance required by this Funding Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.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 12, "Continuing Eligibility."
- H. A determination pursuant to Government Code section 11137 that the Grantee has violated any of the following: Government Code sections 11135 or 12960 et seq.; Civil Code sections 51-54.2, inclusive; or any regulations adopted to implement these sections.

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 the Grantee.
- C. Terminate the Funding 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 Funding 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.

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

- A. The Grantee 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.
- B. If the Grantee is diverting surface water, the Grantee must maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et seq.
- C. If applicable, maintain compliance with the Urban Water Management Planning Act (Wat. Code, § 10610 et seq.).
- D. If applicable, maintain compliance with Sustainable Water Use and Demand Reduction requirements outlined in Water Code section 10608, et seq.
- E. On March 4, 2022, the Governor issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. The EO may be found at: <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>. "Economic Sanctions" refers to sanctions imposed by the

U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under State law. The EO directs DWR to terminate funding agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that the Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

F. Maintain the relationship and commitments of all parties for the duration of the Grant Agreement as set forth in Exhibit E "Authorizing Resolutions."

G. Respond to and address all comments and concerns from the State regarding the grant management, Project signs, public notices, deliverable and invoice approval and review, and any other reasonable and prudent requests directly related to grant administration.

13. SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Funding 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. Project Completion Report: The Grantee shall prepare and submit to State a separate Project Completion Report within ninety (90) days of project completion. The Project Completion Report shall include, in part, a description of actual work done, any changes or amendments to the Project, a final schedule showing actual progress versus planned progress, and copies of any final documents or reports generated or utilized during the Project. The Project Completion Report shall also include, if applicable, certification of final project by a registered civil engineer, consistent with Standard Condition **D.18, "Final Inspections and Certification of Registered Civil Engineer"**. A DWR "Certification of Project Completion" form will be provided by the State.

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.

14. 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 Funding 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 Funding Agreement and may be treated as default under Paragraph 11.
15. PROJECT MONITORING PLAN REQUIREMENTS. The 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 must be approved by the State prior to disbursement of grant funds for construction or monitoring activities. The Monitoring and Maintenance Plan shall include the elements described in Exhibit D, "Monitoring and Maintenance Plan." See Exhibit G, "Requirements for Data Submittal", for web links and information regarding other State monitoring and data reporting requirements.
16. 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 Funding Agreement. The Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to 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, and budget.
  - B. Any public or media event publicizing the accomplishments and/or results of this Funding Agreement and provide the opportunity for attendance and participation by

State's representatives. The Grantee shall make such notification at least fourteen (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 D.18, "Final Inspections and Certification of Registered Civil Engineer." The Grantee shall notify the State's Grant Manager of the inspection date at least fourteen (14) calendar days prior to the inspection in order to provide State the opportunity to participate in the inspection.
17. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Funding Agreement shall be in writing. Notices may be transmitted by any of the following means:
- A. By delivery in person.
  - B. By certified U.S. mail, return receipt requested, postage prepaid.
  - C. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
  - D. By electronic means sent to: [USRPinfo@water.ca.gov](mailto:USRPinfo@water.ca.gov); and, CC: USRP Program Lead: [Esther.Tracy@water.ca.gov](mailto:Esther.Tracy@water.ca.gov).
  - E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U.S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the addresses listed in Paragraph 19, "Project Representatives." Either party may, by written notice to the other, designate a different address that shall be substituted for the one listed in Paragraph 19.
18. PERFORMANCE EVALUATION. Upon completion of this Funding 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.
19. PROJECT REPRESENTATIVES. The Project Representatives during the term of this Funding Agreement are as follows:

Department of Water Resources

Sponsor Agency

<Insert DWR Project Representative, title,  
S

<Insert Grantee's Project Representative  
title, name, mailing address and contact  
information>

Direct all inquiries to:

Department of Water Resources  
Lead  
P.O. Box  
Sacramento, CA 94236-0001  
Urban Streams Restoration Program  
Department of Water Resources

Co-Sponsor

<Insert Grantee's Project Manager name,  
mailing address and contact information>

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

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

Exhibit A – Scope of Work

Exhibit B – Budget

Exhibit C – Schedule

Exhibit D – Standard Conditions

Exhibit E – Authorizing Resolutions of Grantee

Exhibit F – Report Formats and Requirements

Exhibit G – Requirements for Data Submittal

Exhibit H – Monitoring and Maintenance Plan

Exhibit I – Project Location and Funding Partners

Exhibit J – State Audit Document Requirements and Funding Match Guidelines for Grantees

Exhibit K – Guidance for Invoicing Reasonable Administrative Expenses

Exhibit L – Advance Pay

Exhibit L – Information Needed for Escrow Process and Closure (if applicable)

Exhibit M – Appraisal Specifications (if applicable)

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

STATE OF CALIFORNIA

DEPARTMENT OF WATER RESOURCES

<Insert Sponsor name>

<Insert DWR Project Representative,  
Title, and Division>

Date \_\_\_\_\_

<Insert Grantee Project Representative  
Name and title>

Date \_\_\_\_\_

Approved as to Legal Form and Sufficiency

<Insert Cosponsor name>

<Insert Signature of Robin Brewer, Assistant Chief Counsel>

Office of the General Counsel

Date \_\_\_\_\_

<Insert Grantee Project Representative  
Name and title>

Date \_\_\_\_\_

## **EXHIBIT A**

### **Scope of Work**

Instructions: The following format must be used to develop the Scope of Work. The items listed as task deliverables are the minimum requirements for all grants awarded through the Riverine Stewardship Program. Please insert the corresponding information under each task in the template.

#### **Project Description:**

Insert short description of the project.

Description must contain the number of linear feet of stream that will be restored, the number of acres of riparian habitat or wetland habitat that will be restored. What are the multibenefit aspects of the project? Include how much carbon is being sequestered and how this calculated. How is the water quality being improved how is biodiversity being protected, How is flood control being enhanced and what are the increased recreational opportunities being created with this project. Is the project improving aquatic habitat connectivity?

#### **Project Location:**

Insert GPS coordinates of project location and map

#### **Project Goals:**

#### **Tasks and Deliverables:**

##### Task 1 - Project Administration and Management

###### **Subtask 1A – Project Oversight and Administration**

###### **Subtask 1B – Quarterly Progress Reports and Final Report**

###### **Subtask 1C – Invoicing**

###### **Task 1 – Deliverables**

- Quarterly progress reports
- Quarterly invoices
- Easement or other form of title restriction
- Access Easement/letter allowing DWR access to project site
- Boundary of the Project Location
- Digital copy of the grant acknowledgement sign
- Contractor agreements
- Final report

##### Task 2 – Planning, Design, and Permitting

###### **Subtask 2A – Technical Studies, Surveys, and Assessments**

###### **Subtask 2B – Designs and Improvement Plan**

The Grantee will prepare preliminary (30%) design documents, 60% design documents, 90% design documents, final (100%) design documents and Engineer's Estimate, and an Improvement Plan for DWR's review and approval.

### **Subtask 2C – Specifications and Estimates**

### **Subtask 2D – Environmental Documentation and Permitting**

The Grantee will prepare environmental documents that satisfy the CEQA process and permit applications. The Grantee is the Lead Agency, will coordinate with permitting agencies, and obtain all permits necessary to construct the Project. Environmental documentation and permits may include, but are not limited to:

- Complete CEQA Process
- Clean Water Act Section 404 Permit or Individual Permit – USACE
- Clean Water Act Section 401 Certification – RWQCB
- Lake and Stream Alteration Agreement – CDFW
- Coastal Zone Act 100-foot shoreline band – BCDC
- Section 106 Consultation – CSP
- Construction Stormwater General Permit – RWQCB
  - Stormwater Pollution Prevention Plan

### **Task 2 – Deliverables**

- Technical Studies
- Preliminary (30%) design documents
- 60% design documents
- 90% design documents
- Final (100%) design documents
- Improvement Plan
- Final Design Specifications and Special Provisions
- Copies of permit applications (if requested)
- Documents that satisfy the CEQA process stamped and dated by the CA State Clearinghouse and/or County Clerk (notices, formal drafts, final documents, etc.), which the Grantee estimates to include the following:
  - Initial Study
  - Final CEQA Determination
  - Final NOP
  - Tribal Consultation
  - Notice of Completion
  - Final NOD
- Copies of all permits
- Plant palette and propagation plan
- Conservation Easement or Deed Restriction (must be in place prior to construction)
- Draft Bid Package

### **Task 3 – Construction**

### **Subtask 3A – Award Construction Contracts**

### **Subtask 3B – Construction Management and Inspection**

### **Subtask 3C – Construction**

### **Subtask 3D – As-Built Report**

### **Task 3 - Deliverables**

- Construction Bid package
- Awarded construction contract
- Environmental monitoring reports
- Photos of the Project site before, during, and after construction at established photo points
- Photo of installed grant acknowledgment sign
- As-Built Report and Designs

## Task 4 – Monitoring and Maintenance

### **Subtask 4A – Monitoring and Maintenance Plan**

Note: All USRP Monitoring and Maintenance plans must include the community to build long-term project stewardship for a minimum of 10 years post construction.

### **Subtask 4B – Project Monitoring and Maintenance**

- plant establishment period plan and implementation

### **Subtask 4C – Annual Monitoring Reports**

### **Task 4 – Deliverables**

- Draft Monitoring and Maintenance Plan (submit with 30%, 60%, and 90% design documents)
- Final Monitoring and Maintenance Plan (submit with 100% design documents)
- Annual Monitoring Reports

## Task 5 – Community Engagement and Education

### **Subtask 5A – Community Engagement**

Community engagement for project design such as design charettes and public meetings to provide input on 30% design. Inclusion in monitoring and maintenance of the project. Field trips/busses are eligible.

### **Subtask 5B – Interpretive Signage**

### **Subtask 5C – Education Plan**

- List the learning objectives

**Subtask 5D – Implementation of Outreach and Education Plans**

- List the number of creek cleanups, field trips,

**Task 5 – Deliverables**

- Education and outreach materials
- Community outreach plan
- Tribal coordination and engagement plan
- Summary of engagement activities in quarterly progress reports (include photos, number of participants and volunteers, and hours of service)
  - a. Digital copy of interpretive signs and photo of installed signs

**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	\$165,000,000	\$5,000	\$0	\$0	\$75,000	\$10,000
<b>Total Project Costs</b>	<b>\$1,135,000</b>	<b>\$755,000</b>	<b>\$0</b>	<b>\$50,000,000</b>	<b>\$280,000</b>	<b>\$50,000</b>

**EXHIBIT C  
SCHEDULE**

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

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**EXHIBIT D**  
**STANDARD CONDITIONS**

**D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:**

- A. **Separate Accounting of Funding Disbursements:** Grantee shall account for the money disbursed pursuant to this Funding Agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. 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 State at any and all reasonable times.
- B. **Disposition of Money Disbursed:** All money disbursed pursuant to this Funding 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 State any unexpended funds that were disbursed to the Grantee under this Funding Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to the Grantee of funds or, within thirty (30) calendar days of the expiration of the Funding Agreement, whichever comes first.

**D.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 Funding 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 Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024 (Prop 4) and through an agreement with the Urban Streams Restoration Program at State Department of Water Resources." 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.

**D.3. AMENDMENT:** This Funding 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. State shall have no obligation to agree to an amendment.

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

D.5. **AUDITS:** State reserves the right to conduct an audit at any time between the execution of this Funding Agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require the Grantee to conduct a final audit to 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 Funding Agreement, and 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 sections 8546.7 and 11019.3(e), 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 Funding Agreement with respect of all matters connected with this Funding Agreement, including but not limited to, the cost of administering this Funding 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.

D.6. **BUDGET CONTINGENCY:** If the Budget Act of the current year covered under this Funding Agreement does not appropriate sufficient funds for this program, this Funding Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Funding Agreement. In this event, State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Funding Agreement and the Grantee shall not be obligated to perform any provisions of this Funding Agreement. Nothing in this Funding Agreement shall be construed to provide the Grantee with a right of priority for payment over any other the Grantee. If funding for any fiscal year after the current year covered by this Funding 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 Funding Agreement with no liability occurring to State, or offer a Funding Agreement amendment to the Grantee to reflect the reduced amount.

D.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.

D.8. **CEQA:** Activities funded under this Funding 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 DWR. 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 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 11**.

- D.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.
- D.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. 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.
- D.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 State under this Funding 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>.
- D.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 Funding Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.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.
- D.14. DELIVERY OF INFORMATION, REPORTS, AND DATA: The Grantee agrees to expeditiously provide throughout the term of this Funding Agreement, such reports, data, information, and certifications as may be reasonably required by State.
- D.15. DISPOSITION OF EQUIPMENT: The Grantee shall provide to State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory State shall provide The Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of the Grantee. State shall arrange for delivery from The Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.
- D.16. DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance: By signing this Funding Agreement, the Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (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 Funding 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.

D.17. EASEMENTS: Where the Grantee acquires property in fee title or funds improvements to real property using State funds provided through this Funding Agreement, an appropriate easement or other recorded title restriction providing for floodplain preservation in perpetuity; permanent flowage; permanent drainage; sediment and debris deposit; and/or permanent access for the subject property, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other recorded 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 acquires property in fee title or funds improvements to real property using State funds provided through this Funding Agreement, an appropriate easement or other recorded title restriction providing for 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 recorded 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. The Grantee is required to provide spatial data to the California Conserved Areas Database and/or the California Conservation Easement Database, as appropriate. These Geographic Information System (GIS) databases inform state planning and policy, including the State's goal to conserve 30% of lands and coastal waters by 2030 (30x30). Grantee can submit spatial data or request assistance via email to [cpad@calands.org](mailto:cpad@calands.org).

Where the Grantee acquires an easement under this Agreement, the Grantee 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.

D.18. FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED CIVIL ENGINEER: Upon completion of the Project, 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 Funding Agreement.

D.19. 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 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 Funding Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for 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 Funding 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 Funding Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Grantee shall provide copies of permits and approvals to State.
  - G. Be solely responsible for design, construction, and operation and maintenance of the Project within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this 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.
- D.20. **GOVERNING LAW:** This Funding Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.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.
- D.22. **INDEMNIFICATION:** Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach

of this Agreement. Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.

- D.23. INDEPENDENT CAPACITY: Grantee, and the agents and employees of Grantee, in the performance of the Funding Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.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 Funding 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 Funding Agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Funding Agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.
- D.25. INSPECTIONS OF PROJECT BY STATE: State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Funding Agreement. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Funding Agreement with State.
- D.26. INSURANCE: The Grantee shall procure and maintain insurance on the Project with responsible insurers, or as part of a reasonable system of self-insurance, in such amounts and against such risks (including damage to or destruction of the Project) as are usually covered in connection with systems similar to the Project. Such insurance may be maintained by a self-insurance plan so long as such plan provides for (i) the establishment by the Grantee of a separate segregated self-insurance fund in an amount determined (initially and on at least an annual basis) by an independent insurance consultant experienced in the field of risk management employing accepted actuarial techniques and (ii) the establishment and maintenance of a claims processing and risk management program. In the event of any damage to or destruction of the Project caused by the perils covered by such insurance, the net proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the Project.
- D.27. 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>. 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.

- D.28. **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, B, and C which concern the budget and schedule without formally amending this Funding Agreement. 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 Funding Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Funding 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.
- D.29. **NONDISCRIMINATION:** During the performance of this Funding Agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital/domestic partner status, gender identity, and denial of medial and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission are incorporated into this Agreement by reference. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Funding Agreement.
- D.30. **OPINIONS AND DETERMINATIONS:** Where the terms of this Funding Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.31. **PERFORMANCE 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. (Civ. Code, § 9550, et seq.; Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
- D.32. **PRIORITY HIRING CONSIDERATIONS:** If this Funding Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Funding Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.

- D.33. PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION: The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with Grantee's service of water, without prior permission of State. Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee meet its obligations under this Funding Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.
- D.34. 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.
- D.35. 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.
- D.36. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Funding Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.37. 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 Final Report is approved. Any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest, upon completion of the Project and satisfactory receipt of all deliverables.
- D.38. RIGHTS IN DATA: Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Funding 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, § 7920.000 et seq.) Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Funding Agreement, subject to appropriate acknowledgement of credit to State for financial support. Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.39. SEVERABILITY: Should any portion of this Funding Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Funding Agreement shall continue as modified.
- D.40. SUSPENSION OF PAYMENTS: This Funding Agreement may be subject to suspension of payments or termination, or both if the State determines that:
- A. Grantee, its contractors, or subcontractors have made a false certification, or

- B. Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Funding Agreement.
- D.41. SUCCESSORS AND ASSIGNS: This Funding Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Funding Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.42. TERMINATION BY GRANTEE: Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, Grantee must provide a reason(s) for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date.
- D.43. TERMINATION FOR CAUSE: Subject to the right to cure under **Paragraph 11**, the State may terminate this Funding Agreement and be relieved of any payments should Grantee fail to perform the requirements of this Funding Agreement at the time and in the manner herein, provided including but not limited to reasons of default under **Paragraph 11**.
- D.44. 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.
- D.45. 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.
- D.46. TIMELINESS: Time is of the essence in this Funding Agreement.
- D.47. TRAVEL: Travel includes the reasonable and necessary costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Funding 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: <https://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.
- D.48. UNION ORGANIZING: Grantee, by signing this Funding Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Funding Agreement. Furthermore, Grantee, by signing this Funding Agreement, hereby certifies that:
- A. No State funds disbursed by this Funding Agreement will be used to assist, promote, or deter union organizing.
  - B. Grantee shall account for State funds disbursed for a specific expenditure by this Funding Agreement to show those funds were allocated to that expenditure.
  - C. 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 Grantee makes expenditures to assist, promote, or deter union organizing, Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that Grantee shall provide those records to the Attorney General upon request.
- D.49. VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.50. WAIVER OF RIGHTS: None of the provisions of this Funding 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 Funding Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Funding Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

**EXHIBIT E**  
**AUTHORIZING RESOLUTIONS OF GRANTEE**

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**

### **REPORT FORMATS AND REQUIREMENTS**

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

#### **1. INITIAL KICK-OFF 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.

#### **1. 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 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 time period 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 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 the Grantee's share of Eligible Project Costs.

#### SCHEDULE INFORMATION

- 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
- A snapshot of the most recent approved 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.

## **2. PROJECT COMPLETION REPORT**

The Project Completion Report shall generally use the following format.

EXECUTIVE SUMMARY – Should include a brief summary of project information and include 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/OR 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 list of showing:

- The date each invoice was submitted to State
- The amount of the invoice
- The date the check was received
- The amount of the check (If a check has not been received for the final invoice, then state this in this section.)
- A summary of the payments made by the Grantee for meeting its cost sharing obligations under this Funding Agreement.
- A summary of final funds disbursement including:
  - Labor cost of personnel of agency/ major consultant /sub-consultants. Indicate personnel, hours, rates, type of profession and reason for consultant, i.e., design, CEQA work, etc.
  - Evaluation cost information, shown by material, equipment, labor costs, and any change orders
  - Any other incurred cost detail
  - A statement verifying separate accounting of funding disbursements
- Summary of project cost including the following items:
  - Accounting of the cost of project expenditure;
  - Include all internal and external costs not previously disclosed; and

- A discussion of factors that positively or negatively affected the project cost and any deviation from the original project cost estimate.

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.

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## **EXHIBIT G**

### **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 F**.

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

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

[https://www.waterboards.ca.gov/water\\_issues/programs/gama/](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](https://www.waterboards.ca.gov/water_issues/programs/gama/contact.shtml).

#### **Groundwater Level Data**

For each project that collects groundwater level data, 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 E. 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.

## **EXHIBIT H**

### **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)

<b>Project Objective</b>	<b>Metric and Indicator</b>	<b>Baseline</b>	<b>Measurement</b>	<b>Monitoring Location</b>	<b>Monitoring Frequency</b>	<b>Monitoring Duration</b>
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 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 down: gutting 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 unhousted campsites Indicator: 10% Increase in harmless site visits	Prior to construction perform one 3- hour visitor field count (10 am - 1 pm)	3-hour field counts (10 am-1 pm)	At new Upper Weir Trail on Antelope Creek  Other areas along Site	Annually	3 years following project completion

**EXHIBIT I**  
**PROJECT LOCATION AND FUNDING PARTNERS**

**PROJECT LOCATION**

Project Location/Site/Vicinity Map – Provide a map and/or diagrams depicting the project location and site characteristics including the area and watershed encompassed by the project and disadvantaged communities within the project area (if applicable).

Project Drawings and Sketches – Provide drawings or sketches of project features in adequate detail to describe them.

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 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	
Project Outreach		X
Sample Collection		X

## **EXHIBIT J**

### **STATE AUDIT DOCUMENT REQUIREMENTS AND FUNDING MATCH GUIDELINES FOR GRANTEES**

The following provides a list of documents typically required by State Auditors and general guidelines for Grantees. List of documents pertains to both State funding and Grantee's Funding Match and details the documents/records that State Auditors would need to review in the event of this Funding Agreement is audited. Grantees should ensure that such records are maintained for each funded 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 Funding 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 Funding Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests and related Funding Agreement budget line items.

3. Reimbursement requests submitted to the State for the Funding 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 Funding 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 Funding Agreement related correspondence.

**Funding Match Guidelines**

Funding Match (often referred to as cost share) 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 funding match 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. Funding match contribution (including in kind services) shall be for costs and services directly attributed to activities included in the Funding 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 Funding 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.

## EXHIBIT K

### GUIDANCE FOR INVOICING ADMINISTRATIVE AND OVERHEAD CHARGES

The funds provided pursuant to this Agreement may only be used for costs that are directly related to the funded Project. The following provides a list of typical requirements for invoicing, specifically providing guidance on the appropriate methods for invoicing administrative and direct overhead charges.

#### Administration Charges

Indirect and General Overhead (i.e., indirect overhead) charges are not an allowable expense for reimbursement. However, administrative expenses that are directly related to the Project are eligible for reimbursement. Cost such as rent, office supplies, fringe benefits, etc. can be “Direct Costs” and are eligible expenses as long as:

- There is a consistent, articulated method for how the costs are allocated and directly related to the Project that is submitted and approved by the Grant Manager. The allocation method must be fully documented for auditors.
- A “fully burdened labor rate” can be used to capture allowable administrative costs.
- The administrative/overhead costs can never include:
  - Non-project specific personnel and accounting services performed within the Grantee or a Local Project Sponsor’s organization
  - Generic markup
  - Tuition
  - Conference fees
  - Building and equipment depreciation or use allowances
  - Costs pursuant to a Federal (or other) indirect cost rate agreement
- Using a general overhead percentage is never allowed including percentage and multiplier mark up on contractor invoices.

#### Labor Rates

The Grantee must provide DWR with supporting documentation for personnel hours (see personnel billing rates letter in example invoice packet) by itself or implementing agencies receiving grant funds. The letter does not need to document contractor personnel. The personnel rate letter should be submitted to the DWR Grant Manager prior to submittal of the first invoice. The supporting documentation must include, at a minimum, employee classifications that will be reimbursed by grant funds and the corresponding hourly rate range. These rates should be “burdened”; the burdened rate must be consistent with the Grantee’s/Local Project Sponsor’s standardized allocation methodology. The supporting documentation should also provide an explanation of what costs make up the burdened rate and how those costs were determined. This information will be used to compare against personnel hours summary table invoice back up documentation. Periodic updates may be needed during the life of the grant which would be handled through a revised billing rate letter.

## 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 Funding 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 Funding 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.

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