

**SUBMITTAL TO THE FLOOD CONTROL AND  
WATER CONSERVATION DISTRICT  
BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM  
11.6  
(ID # 3110)

**MEETING DATE:**  
Tuesday, December 13, 2016

**FROM :** FLOOD CONTROL DISTRICT:

**SUBJECT:** FLOOD CONTROL DISTRICT: Approve the Grant Funding Contract Integrated Watershed Protection Program, 3rd/5th District, [\$0]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the Grant Funding Contract between the District and the Santa Ana Watershed Project Authority (SAWPA); and authorize the Chairman to execute the Agreement on behalf of the District.

**BACKGROUND:**

**Summary**

On November 1, 2016, the State of California (Department of Water Resources) and SAWPA entered into a contract providing that SAWPA would serve as the program manager, for the expenditures, of the 2015 Proposition 84 Integrated Regional Water Management (IRWM) Grant funds.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	n/a	n/a	n/a	n/a
NET DISTRICT COST	n/a	n/a	n/a	n/a
SOURCE OF FUNDS: N/a			Budget Adjustment: No	
			For Fiscal Year: 16/17	

**C.E.O. RECOMMENDATION:** APPROVE

**MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

On motion of Supervisor Ashley, seconded by Supervisor Jeffries and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington and Ashley  
Nays: None  
Absent: Benoit  
Date: December 13, 2016  
xc: Flood

Kecia Harper-Ihem  
Clerk of the Board  
By *[Signature]*  
Deputy

**11-6**

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD  
OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

**BACKGROUND:**

**Summary (continued)**

The purpose of this agreement is to facilitate transfer of IRWM Implementation Grant funds (not to exceed \$5,054,302) to the District from SAWPA for the District's Integrated Watershed Protection Program which is comprised of three projects developed in partnership with the City of San Jacinto, Beaumont-Cherry Valley Water District and Lake Hemet Municipal Water District. The District's partners were instrumental in the development of the projects and the preparation of the grant applications.

Projects include:

- The San Jacinto River Levee Stage 4 Phase 1, an approximately 2.5-mile long and approximately 10-12 feet high river levee installation project.
- The Bautista Optimization Pond, a groundwater recharge project in western Riverside County to expand upon the existing recharge facilities in an approximately 16-acre site.
- The Beaumont Master Drainage Plan Line 16, a stormwater collection and conveyance project in an unincorporated area in western Riverside County known as Cherry Valley.

County Counsel has approved the contract as to form.

**IMPACTS ON RESIDENTS AND BUSINESSES:**

The San Jacinto River Levee Stage 4 Phase 1, will provide 100-year flood protection to the city of San Jacinto project partner, and the City's surrounding area, by protecting approximately 967 acres from flooding. The Levee Component will also improve water quality by converting approximately 30 acres of farmland to natural uses which is estimated to remove approximately 40 pounds of non-point source pollutants per year, enhance a wildlife corridor between Mystic Lake and sensitive areas to the east and the upper San Jacinto River; and spur an agreement to protect a culturally significant Soboba Band of Luiseño Indians Tribe cottonwood grove.

The Bautista Optimization Pond, will include constructing a series of six (6) recharge ponds adjacent to the Bautista Channel as well as six (6) corresponding inlet and outlet facilities to provide approximately 1,200 acre-feet per year (AFY) to the Lake Hemet Municipal Water District project partner. The Pond Component will also make use of State Water Project ("SWP") water during "wet years" by recharging SWP water, providing it for dry year yield, and thereby aiding the region in meeting the 9,000 AFY deliverable described in the Soboba Band of Luiseño Indians Tribal Settlement Agreement.

The Beaumont Master Drainage Plan Line 16, will provide 547 AFY of stormwater to benefit the Beaumont-Cherry Valley Water District project partner. The collection will be implemented by attenuating stormwater flows from an approximately 500-acre watershed and the conveyance will be implemented through construction of approximately 6,800 linear feet of reinforced

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD  
OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

concrete pipeline to deliver water to existing recharge ponds. The Pipeline Component includes retrofitting the recharge facilities with inlet and outlet structures. The Pipeline Component will protect the Cherry Valley community from floodwater by reducing stormwater flows in areas downstream of the Pipeline Component area. The water that is captured and percolated will reduce the Beaumont-Cherry Valley Water District demand for imported water purchased from the San Gorgonio Pass Water Agency.

**ATTACHMENTS:**

1. Agreement between SAWPA and the District

P8/209193

  
\_\_\_\_\_  
Gregory L. Priamos, Director County Counsel      11/30/2016

**PROPOSITION 84 INTEGRATED REGIONAL WATER MANAGEMENT PROGRAM  
2015 IMPLEMENTATION GRANT FUNDING CONTRACT  
BETWEEN THE  
SANTA ANA WATERSHED PROJECT AUTHORITY  
AND  
RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

This Proposition 84 Integrated Regional Water Management Program ("IRWMP") 2015 Solicitation Implementation Grant Funding Contract is made between Santa Ana Watershed Project Authority ("SAWPA") and Riverside County Flood Control and Water Conservation District (the "Sub-Grantee"). SAWPA and the Sub-Grantee may be individually referred to as "Party", and collectively referred to as the "Parties".

WHEREAS, Section 79560 *et seq.* of the Water Code establishes the IRWMP providing approximately **Nine Hundred Million** dollars (\$900,000,000) for local assistance grants to be allocated to projects that implement projects and/or programs to accomplish deliverables such as protecting regions from drought, improving regional water quality and improving regional water security by reducing dependence on imported water; and

WHEREAS, on November 1, 2016, the California Department of Water Resources ("DWR") and SAWPA entered into a 2015 Proposition 84 Integrated Regional Water Management Implementation Grant Agreement No. 4600011515 ("Grant Agreement"), which is attached hereto as "**Attachment A**", providing that SAWPA would serve as the program manager for the Sixty Four Million Two Hundred Sixty Seven Thousand Six Hundred Eighty-Six dollars (\$64,267,686) in grant funds to be disbursed to the Sub-Grantee and other Sub-Grantees, consistent with IRWMP requirements, and ensuring that the maximum benefit of such funds are realized in the Santa Ana River Watershed; and

WHEREAS, consistent with the Grant Agreement between DWR and SAWPA, SAWPA intends to disburse a portion of the \$64,267,686 in grant funds for the Sub-Grantee's **2015 Integrated Watershed Protection Program ("Project")** by way of this Contract with the Sub-Grantee.

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

**SECTION 1.      PROJECT DESCRIPTION AND SUB-GRANTEE DELIVERABLES**

The Project will be included as a part of the Sub-Grantee's ongoing Integrated Watershed Protection Program ("Program") that actively develops watershed-wide stormwater management plans that integrate water quality and water recharge facilities with flood control facilities. The Program will also identify opportunities for stream restoration, wildlife corridor and species habitat enhancement, as they relate to stormwater management, as these opportunities are best evaluated from a watershed-wide perspective.

The Sub-Grantee's Project deliverables include:

- The **San Jacinto River Levee Stage 4 Phase 1 Component** ("Levee Component"), an approximately **2.5 mile** long and approximately **10-12 feet** high river levee installation project in western Riverside County to provide 100-year flood protection to the City of San Jacinto project partner, and the City's surrounding area, by protecting approximately **967 acres** from flooding. The Levee Component will also improve water quality by converting approximately 30 acres of farmland to natural uses which is estimated to remove approximately 40 pounds of non-point source

pollutants per year, enhance a wildlife corridor between Mystic Lake and sensitive areas to the east and the upper San Jacinto River; and spur an agreement to protect a culturally significant Soboba Band of Luiseno Indians Tribe cottonwood grove.

- The **Bautista Optimization Pond Component** (“Pond Component”), a groundwater recharge project in western Riverside County to expand upon the existing recharge facilities in an approximately sixteen (16) acre site. It will include constructing a series of **six (6)** recharge ponds constructed adjacent to the Bautista Channel as well as **six (6)** corresponding inlet and outlet facilities to provide approximately **1,200 acre feet per year (AFY)** to the Lake Hemet Municipal Water District project partner. The Pond Component will also make use of State Water Project (“SWP”) water during “wet years” by recharging SWP water, providing it for dry year yield, and thereby aiding the region in meeting the 9,000 AFY deliverable described in the Soboba Band of Luiseno Indians Tribal Settlement Agreement; and
- The **Beaumont Master Drainage Plan-Line 16 Component** (“Pipeline Component”), a stormwater collection and conveyance project in an unincorporated area in western Riverside County known as Cherry Valley to provide **547 AFY** of stormwater to benefit the Beaumont-Cherry Valley Water District project partner. The collection will be implemented by attenuating stormwater flows from an approximately 500-acre watershed and the conveyance will be implemented through construction of approximately **6,800 linear feet** of reinforced concrete pipeline to deliver water to existing recharge ponds. The Pipeline Component includes retrofitting the recharge facilities with inlet and outlet structures. The Pipeline Component will protect the Cherry Valley community from floodwater by reducing stormwater flows in areas downstream of the Pipeline Component area. The water that is captured and percolated will reduce the Beaumont-Cherry Valley Water District demand for imported water purchased from the San Geronio Pass Water Agency thereby saving their customers an estimated amount of approximately \$173,000 per year.
- The **Project Monitoring Plan** as described in Paragraph 21 of the Grant Agreement. The Project Monitoring Plan must be approved by SAWPA and DWR before the Sub-Grantee implements any sampling or monitoring activities. The Sub-Grantee will report on the benefits of the Project based on the Project Monitoring Plan using a final **Project Completion Report and Post Performance Reports** described in Section 18 and Section 20 of this Contract.
- All other deliverables described in the **Grant Agreement** such as the deliverables listed in Paragraph 15 of the Grant Agreement.

**SECTION 2. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE; SUB-GRANTEE GENERAL COMMITMENT**

This Contract incorporates and includes as part of its terms and conditions the Grant Agreement.

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

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

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

### SECTION 3. ESTIMATED ELIGIBLE PROJECT COSTS; GRANT AMOUNT

The estimated reasonable cost of the Project at the time of SAWPA's and DWR's approval of the Grant Agreement is **Thirty Million Four Hundred Ninety Four Thousand dollars (\$30,494,000)** for implementation of the Project. Subject to all of the terms, provisions, and conditions of this Contract, and subject to the availability of the grant funds, SAWPA shall disburse such grant funds in a **sum not to exceed Five Million Fifty Four Thousand Three Hundred Two dollars (\$5,054,302)**. However, SAWPA's actual grant disbursements to the Sub-Grantee under this Contract shall not exceed payments received from the DWR. All grant disbursements will be reimbursements. Per **Exhibit D** of the Grant Agreement, the DWR shall withhold retention.

If the Sub-Grantee proceeds to construction of the Project, the final grant amount will be determined in accordance with the provisions of this Contract. If the Sub-Grantee fails or refuses to proceed with or complete the construction of the Project, SAWPA shall consider such failure or refusal to be a material violation and breach of this Contract. SAWPA shall have all rights and remedies as are otherwise available to it for breach of this Contract by the Sub-Grantee.

If actual Project costs exceed the Project's estimated reasonable cost, SAWPA shall have no obligation to provide grant funds for such exceedance.

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 construction.

Reasonable administrative expenses may be included as eligible Project costs or cost share and will depend on the complexity of the Project preparation, planning, coordination, construction, acquisitions, implementation, and maintenance. Reasonable administrative expenses are the necessary costs incidentally but directly related to the Project including the portion of overhead and administrative expenses that are directly related to the Project.

Costs not eligible for reimbursement or eligible to be counted as cost share are described in Paragraph ten (10) of the Grant Agreement.

Work performed after **January 1, 2011**, is eligible to be counted as cost share. Work performed after **January 17, 2014**, is eligible for grant reimbursement.

### SECTION 4. SCOPE OF WORK AND COMPLETION OF PROJECT

The Scope of Work shall be as provided for Sub-Grantee's Project described in the Grant Agreement, Section 1 of this Contract and any Amendments to the Grant Agreement and/or Contract. The Parties understand that time is of the essence, and agree to expeditiously proceed with and complete the Project.

### SECTION 5. DISBURSEMENT

Grant funds will be disbursed in accordance with the disbursement provisions of the Grant Agreement. Retention is stipulated in **Exhibit D** of the Grant Agreement.

**SECTION 6. FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS**

The Sub-Grantee agrees that, at a minimum, its fiscal control and accounting procedures shall be sufficient to permit tracking of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of State law or this Contract. The Sub-Grantee shall maintain separate Project accounts in accordance with generally accepted government accounting standards and the conditions outlined in **Exhibit D** of the Grant Agreement.

**SECTION 7. TERM**

This Contract shall not be effective until it has been executed by SAWPA. The Term of this Contract shall be the same as the Term of the Grant Agreement, unless sooner terminated pursuant to the provisions of this Contract or the Grant Agreement. Notwithstanding the foregoing, the obligations of this Contract and the Grant Agreement shall continue through the life of the Project.

**SECTION 8. COVENANT TO OPERATE AND MAINTAIN PROGRAM**

The Sub-Grantee shall properly staff, operate and maintain all portions of the Project described in this Contract and the Grant Agreement, including, but not limited to, program management, contractor oversight and monitoring, during the Project's useful life and in accordance with this Contract, the Grant Agreement, and all applicable state and federal laws, rules and regulations.

In the event that the Sub-Grantee assigns or transfers all or any portions of the Project to another entity, the Sub-Grantee shall be responsible to ensure that the assignee or transferee of all or any portions of the Project shall properly staff, operate and maintain all portions of the Project during its useful life and in compliance with this Contract, the Grant Agreement, and all applicable state and federal laws, rules and regulations. The Parties to this Contract understand and agree that this covenant shall survive the expiration or termination of this Contract. The Parties further understand and agree that this covenant is for the benefit of SAWPA and DWR and shall be enforceable during the useful life of the Project facilities. The Parties agree that the useful life of the Levee Component is **fifty (50) years**, the Pond Component is **twenty (20) years** and the Pipeline Component is **fifty (50) years**. The useful life of each of the components shall be from and after component completion and the Sub-Grantee shall comply with Paragraph 20 of the Grant Agreement.

The Sub-Grantee shall not abandon, substantially discontinue use of, lease, or dispose of the Project, including its construction, or any significant part or portion thereof, during the useful life of the Project without SAWPA's and DWR's prior written approval.

**SECTION 9. ASSIGNMENT**

Neither this Contract, nor any duties or obligations under this Contract, nor any of the Project facilities referenced in this Contract, or the Grant Agreement shall be assigned by any Party without the prior written consent of the other Party.

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

**SECTION 10. COMPLIANCE WITH LAWS AND REGULATIONS**

The Sub-Grantee agrees that it shall, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, rules, regulations and guidelines. The Sub-Grantee shall comply with, implement, and fulfill all environmental mitigation measures applicable to the Project, and which may otherwise be required by this Contract and the Grant Agreement, the California Environmental Quality Act ("CEQA"), and the State CEQA Guidelines.

**SECTION 11. ACKNOWLEDGEMENT OF CREDIT/SIGNAGE REQUIREMENTS**

Sub-Grantee shall include appropriate acknowledgement of credit to the State, SAWPA and to all cost-sharing partners for their support when promoting the Project or using any data and/or information developed under this Contract.

During construction and post-construction the Grantee shall install weather proof signs at the location of the Levee Component, Pond Component, and the Pipeline Component in compliance with **Exhibit D** of the Grant Agreement at the locations of each of the three components. In addition to the sign requirements required under **Exhibit D**, the signs shall include the One Water One Watershed logo (to be provided by SAWPA).

Before the signs are constructed, the Sub-Grantee shall provide the draft design layout of the signs to SAWPA for approval. The Sub-Grantee shall notify SAWPA that the signs have been erected by providing them with a site map with the sign locations noted and a photograph of the signs.

**SECTION 12. CONSTRUCTION ACTIVITIES AND NOTIFICATION**

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

- (1) Any substantial change in the scope, budget, or work performed of the Project. The Sub-Grantee agrees that no substantial change in the scope of the Project may be undertaken until written notice of the proposed change has been provided to SAWPA, and SAWPA and DWR have given written approval for such a change;
- (2) Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation. Sub-Grantee must notify SAWPA at least **twenty (20) calendar days** prior to the event.
- (3) Unscheduled cessation of all major construction work on the Project where such cessation of work is expected to or does continue for a period of **thirty (30) calendar days** or more;
- (4) Any circumstance, combination of circumstances, or condition which is expected to delay project completion for a period of **ninety (90) calendar days** or more beyond the initial estimated date of completion of the Project previously provided to SAWPA;
- (5) Completion of construction of the Project and provide SAWPA and DWR the opportunity to participate in the inspection. Sub-Grantee must notify SAWPA at least **twenty (20) calendar days** prior to final inspection.

**SECTION 13. PAYMENT OF PROJECT COSTS BY SUB-GRANTEE**

The Sub-Grantee shall provide for and make payment for all Project costs. All costs and payments for the Project shall be paid by the Sub-Grantee promptly and in compliance with all applicable laws.



**SECTION 14. WITHHOLDING OF GRANT DISBURSEMENTS**

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

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

**SECTION 15. INVOICING**

(A) Invoices shall be completed on a State-provided invoice form and shall meet the following format requirements:

- (1) Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
- (2) Invoices must be itemized. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e. hours or days worked times the hourly or daily rate equals the total amount claimed). Refer to **Attachment C**.
- (3) Each invoice shall clearly delineate those costs claimed for reimbursement from the State's grant amount ("Grant Amount") and those costs that represent the Sub-Grantee's cost share ("Cost Share") as applicable. State funding cannot be used for Cost Share. Sufficient evidence of the costs (i.e. receipts, copies of checks, timesheets) reflecting the Grant Amount and Cost Share must be included in the invoice.
- (4) The total Grant Amount and Cost Share to be documented through invoicing is provided in the **Grant Agreement**. Additional cost share ("Additional Cost Share") as provided in the Grant Agreement does not need to be included in invoicing.

(B) Invoices also shall include the following information:

- (1) Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.
- (2) Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for the Project during the period identified in the particular invoice for the construction, operation, or maintenance of the Project.
- (3) Appropriate receipts and documentation that show the total outlays for the Grant Amount and Cost Share. Receipts and documentation do not need to be provided for Additional Cost Share.

**SECTION 16. QUARTERLY PROGRESS REPORTS**

Quarterly Progress Reports shall be completed using the templates provided as shown in **Attachment B**. Quarterly Progress Reports shall provide a brief description of the work performed under all funding categories (Grant Amount, Cost Share and Additional Cost Share), activities, milestones achieved, and any

accomplishments as well as any problems encountered in the performance of the Project. The first Quarterly Progress Report shall cover the period between **January 1, 2011** and **March 31, 2017**, and be submitted no later than **May 31, 2017** to SAWPA, with future Progress Reports covering three month reporting periods. Each Progress Report shall be delivered to SAWPA **within sixty (60) calendar days** after the close of the reporting period. Quarterly Progress Reports are required until the Project Closeout Documentation is received and submitted to DWR.

#### **SECTION 17. RECORDS AND REPORTS**

(A) Without limitation on the requirement that Project accounts be maintained in accordance with generally accepted government accounting standards, the Sub-Grantee shall comply with the records and reporting requirements imposed by the Grant Agreement, and shall also:

- (1) Establish an official Project file that documents all significant actions relative to the Project;
- (2) Establish separate accounts that adequately and accurately itemizes and describes all amounts received and expended on the Project, including all grant funds received under this Contract;
- (3) Establish separate accounts that adequately and accurately itemizes and describes all income received which is attributable to the Project, specifically including any income attributable to grant funds disbursed under this Contract;
- (4) Establish an accounting system that adequately and accurately itemizes and describes final total costs of the Project, including both direct and indirect costs;
- (5) Establish such accounts and maintain such records as may be necessary for the State, DWR and SAWPA to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations; and
- (6) If Force Account is used by the Sub-Grantee for any phase of the Project, establish an account that adequately and accurately itemizes and describes all employee hours, and associated tasks charged to the Project per employee.

(B) The Sub-Grantee shall require all Project contractors and subcontractors to maintain books, records, and other material relative to the Project in accordance with generally accepted accounting standards, and to require that such contractors and subcontractors retain such books, records, and other material for a minimum of **three (3) years** after final payment under this Grant Agreement. The Sub-Grantee shall require that such books, records, and other material shall be subject, at all reasonable times, to inspection, copying, and audit by SAWPA, DWR, the State of California or their authorized representatives.

(C) The Sub-Grantee shall maintain its books, records and other material concerning the Project in accordance with generally accepted government accounting standards and as required by the Grant Agreement.

(D) All documents required or requested to be provided to SAWPA shall be submitted electronically in the both the native format (e.g. Microsoft Word, Microsoft Excel, etc) and PDF. All documents shall be public domain or the property of SAWPA once submitted.

(E) The Sub-Grantee agrees to expeditiously provide, during work on the Project and for **three (3) years** after final payment under this Grant Agreement, such reports, data, information and certifications as may be reasonably required by SAWPA, DWR, the State of California, or their authorized representatives. Such documents and information shall be provided in electronic format.

#### **SECTION 18. PROJECT REVIEW AND EVALUATION; FINAL REPORTS AND AUDIT**

(A) SAWPA may perform a Project review or otherwise evaluate the Project to determine compliance with the contract documents at any time or if questions about the proper use or management of the funds arise. SAWPA may review or evaluate the contractor or vendor for compliance with the terms and conditions of the contract document. The Project review and evaluation may be performed by SAWPA or may be contracted to a responsible third party. Any findings and recommendations of the Project review and evaluation shall be addressed by the Sub-Grantee within **sixty (60) calendar days** of the date such findings and recommendations are provided to the Sub-Grantee and before the next invoice is paid by SAWPA.

(B) At least **fifteen (15) calendar days** prior to submission of the final project invoice, Sub-Grantee shall provide SAWPA the Disposition of Equipment per **Exhibit D** of the Grant Agreement.

(C) In addition to the documents and deliverables required to be provided by the Grant Agreement, within **seventy-five (75) calendar days** after completion of Project the Sub-Grantee shall provide to SAWPA a final **Project Completion Report**. The final Project Completion Report shall include, at a minimum the information required in **Exhibit G** of the Grant Agreement.

The final Project Completion Report shall be accompanied by such other financial information as may be required by SAWPA or DWR to verify Sub-Grantee entitlement to grant funds, to assure program integrity, and to comply with any federal or state requirements. A duly authorized representative of the Sub-Grantee shall certify the Project Completion Report as correct.

(D) SAWPA may call for an audit of financial information relative to the Project, where SAWPA determines that an audit is desirable to assure program integrity or where such an audit becomes necessary because of federal or state requirements. Where such an audit is called for, the audit shall be performed by a Certified Public Accountant independent of the Sub-Grantee and at the cost of the Sub-Grantee. The audit shall be in the form required by SAWPA.

#### **SECTION 19. PROJECT CLOSEOUT DOCUMENTATION**

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

#### **SECTION 20. POST-PERFORMANCE REPORTS**

**Post-Performance Reports** as described in **Exhibit G** of the Grant Agreement shall be submitted to SAWPA within **seventy-five (75) calendar days** after the first operational year of the Project has elapsed. This record keeping and reporting process shall be repeated annually for a total of **ten (10) years** after the completed Project begins operation. The format of the Post Performance Report is outlined in both the Project Completion Report Section 19 (f) and in Exhibit G of the Grant Agreement. The Parties to this Contract understand and agree that this covenant shall survive the expiration or termination of this Contract while not to exceed the Post-Performance Reporting period.

**SECTION 21. MONITORING REQUIREMENTS**

- (A) All groundwater projects and projects that include groundwater monitoring requirements shall be consistent with the Groundwater Quality Monitoring Act of 2001.
- (B) Projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program administered by the State Water Resources Control Board.
- (C) Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to SAWPA with a narrative description of data submittal activities (included in project reports) as described below:
- (1) Surface water quality monitoring data shall be prepared by the Sub-Grantee for submission to the California Environmental Data Exchange Network (CEDEN). CEDEN data templates are available on the CEDEN website (<http://www.ceden.org>). Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to the CEDEN Regional Data Center via the CEDEN website and a copy shall be given to SAWPA.
  - (2) If the Project Work Plan in the Grant Agreement contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted by the Sub-Grantee to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program. Information on the GAMA Program can be obtained at [http://www.waterboards.ca.gov/water\\_issues/programs/gama](http://www.waterboards.ca.gov/water_issues/programs/gama). If further information is required, the Sub-Grantee can contact the State Water Resources Control Board GAMA Program. A copy of all data submitted shall be given to SAWPA.
- (D) If groundwater level data is collected, the Sub-Grantee shall submit to DWR groundwater level data using the California Statewide Groundwater Elevation Monitoring (CASGEM) online data submission system. Grantee should use their official CASGEM Monitoring Entity or Cooperating Agency status to gain access to the online submittal tool and submit data. If the data is from wells that are not part of the monitoring network, the water level measurements should be classified as voluntary measurements in the CASGEM system. If the grantee is not a Monitoring Entity or Cooperating Agency, please contact your DWR grant project manager for further assistance with data submittal. The activity of data submittal should be documented in appropriate progress or final project reports, as described in Exhibit G of the Grant Agreement. Information regarding the CASGEM program can be found at <http://www.water.ca.gov/groundwater/casgem/>.

**SECTION 22. TERMINATION; IMMEDIATE REPAYMENT; INTEREST**

- (A) SAWPA may terminate this Contract at any time prior to completion of the Project for Sub-Grantee's violation of any provision of this Contract upon written notice by SAWPA of the violation and failure of Sub-Grantee to come into compliance within a reasonable time as established by SAWPA.
- (B) In the event of such termination, the Sub-Grantee agrees, upon demand, to immediately repay to SAWPA an amount equal to the amount of grant funds disbursed to the Sub-Grantee prior to such termination. In the event of termination, prejudgment interest shall accrue on all amounts due from the date that notice of termination is mailed to the Sub-Grantee to the date of full repayment by the Sub-Grantee.

(C) SAWPA may terminate this Contract should DWR terminate SAWPA as program manager, or terminate funding for this Contract or the Project or should DWR terminate its standard agreement with SAWPA on this Project. Upon such DWR-caused termination, SAWPA shall not be liable to Sub-Grantee for any damages, costs or expenses resulting from such termination.

**SECTION 23. DAMAGES FOR BREACH AFFECTING TAX EXEMPT STATUS**

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

**SECTION 24. ARBITRATION**

Any dispute which may arise under this Contract by and between SAWPA and the Sub-Grantee, including the Sub-Grantee's subcontractors, laborers, and suppliers, shall be submitted to binding arbitration. The arbitrator shall decide each and every dispute in accordance with the laws of the State of California, and all other applicable laws. Unless the Parties stipulate in writing to the contrary, prior to the appointment of the arbitrator, all disputes shall first be submitted to non-binding mediation.

**SECTION 25. COSTS AND ATTORNEY FEES**

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

**SECTION 26. WAIVER**

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

**SECTION 27. AMENDMENT**

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

**SECTION 28. SAWPA REVIEWS; SUB-GRANTEE AS INDEPENDENT CONTRACTOR**

(A) The Parties agree that review or approval of the Project or Project plans and specifications by SAWPA is for administrative and eligibility purposes only and does not relieve the Sub-Grantee of its responsibility to properly plan, design, construct, operate, and maintain the Project. As between SAWPA and the Sub-Grantee, the Sub-Grantee agrees that it has sole responsibility for proper planning, design, construction, operation, and maintenance of the Project.

(B) The Sub-Grantee is an independent contractor exclusively responsible for the design, construction, operation and maintenance of the specific project funded by this Contract and that the Sub-Grantee is not acting as SAWPA's agent, nor is SAWPA acting as an agent of the Sub-Grantee.

## **SECTION 29. INDEMNIFICATION**

(A) The Sub-Grantee shall defend, indemnify and hold harmless SAWPA and DWR and their directors, commissioners, officers, employees, agents and assigns (collectively the "Indemnified Parties") against any and all losses, claims, damages or liabilities, joint or several, including attorneys' fees and expenses incurred in connection therewith, to which such Indemnified Parties may become liable in connection with or arising from this Contract, and the transactions, funding and construction activities contemplated by this Contract. Sub-Grantee shall reimburse Indemnified Parties for any legal or other expenses incurred by it in connection with investigating any claims against it and defending any actions, insofar as such losses, claims, damages, liabilities or actions arise out of or related to this Contract, and the transactions, funding and construction activities contemplated by this Contract. Sub-Grantee shall indemnify and save the Indemnified Parties harmless from and against any claims, losses, damages, attorneys' fees and expenses arising from any and all contracts, contractors, subcontractors, suppliers, laborers, and any other person, entity or corporation furnishing or supplying such services, materials or supplies in connection with Sub-Grantee's Project funded, in part, by this Contract. Sub-Grantee shall indemnify and save Indemnified Parties harmless from any and all claims, losses, damages, attorneys' fees and expenses that may arise from any breach or default by Sub-Grantee in the performance of its obligations under this Contract, or any act of negligence by the Sub-Grantee or any of its agents, contractors, subcontractors, servants, employees or licensees concerning the subject matter of this Contract or the Project. Sub-Grantee shall indemnify and hold the Indemnified Parties harmless from any and all claims, losses, damages, attorneys' fees and expenses arising out of the completion of the Project or the authorization of payment of Project Costs to or by the Sub-Grantee. No indemnification is required under this Section for claims, losses or damages arising out of the sole and exclusive misconduct or negligence under this Contract by SAWPA.

(B) The Sub-Grantee understands and agrees that it has complied and will comply with CEQA and the State CEQA Guidelines for the project which is the subject matter of this Contract. Sub-Grantee understands and agrees that it is ultimately and solely responsible, as the lead agency, for compliance with CEQA and any mitigation measures required for the Project. The Sub-Grantee hereby agrees to indemnify, defend and hold harmless SAWPA and the DWR from any and all claims or actions related to this Project that may be made by any third party or public agency alleging, among other things, violations of CEQA or the State CEQA Guidelines.

(C) In addition to complying with the insurance requirements contained in the Grant Agreement, including **Exhibit D** of that Agreement, the Sub-Grantee shall ensure that adequate insurance coverage is provided by Sub-Grantee and/or its contractors and subcontractors on the Project funded, in part, by this Contract. Such insurance shall include adequate coverage for comprehensive commercial general liability, business auto liability, workers compensation liability, professional and errors and omissions liability, property insurance, including all builders risk insurance. Such insurance coverage shall, at a minimum, insure against injuries to third parties, damage to property owned by third parties, physical damage to the Project and all related facilities, theft of building materials and supplies intended for the Project, delays in Project completion, delays in Project Completion due to strikes and governmental actions, liquidated damages, employee injuries and work-related illnesses, design errors resulting in increased project costs, environmental damage caused by construction activities related to the Project, and nonperformance by the contractors and subcontractors. Such insurance coverages shall be provided by admitted insurance companies authorized to do business in the State of California, and with a minimum "Best's Insurance Guide" rating of "A:VII".

## **SECTION 30. PROJECT AND INFORMATION ACCESS**

The Sub-Grantee agrees to ensure that SAWPA, DWR, or any authorized representative thereof, shall have reasonable access to the Project site at all reasonable times during Project construction, and thereafter for the useful life of the Project.

**SECTION 31. OPINIONS AND DETERMINATIONS**

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

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

**SANTA ANA WATERSHED PROJECT AUTHORITY**

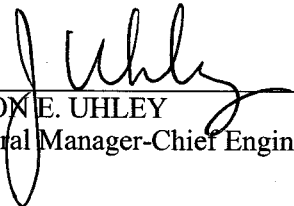
Dated: 11-17-16

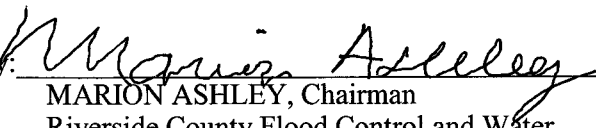
By:   
Celeste Cantu, General Manager

**Sub-Grantee**

**RECOMMENDED FOR APPROVAL:**

**RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

By:   
JASON E. UHLEY  
General Manager-Chief Engineer

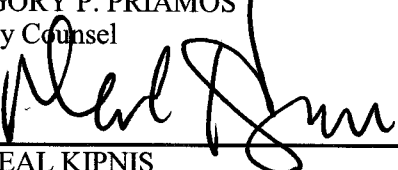
By:   
MARION ASHLEY, Chairman  
Riverside County Flood Control and Water Conservation District Board of Supervisors

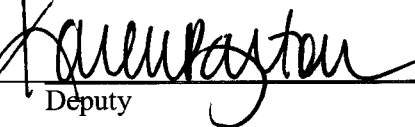
Dated: 11-29-16

Dated: DEC 13 2016

**APPROVED AS TO FORM:**

**ATTEST:**

GREGORY P. PRIAMOS  
County Counsel  
By:   
NEAL KIPNIS  
Deputy County Counsel

KECIA HARPER-IHEM  
Clerk of the Board  
By:   
Deputy

Dated: 12.6.16

(SEAL)  
Dated: DEC 13 2016

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES) AND  
SANTA ANA WATERSHED PROJECT AUTHORITY  
AGREEMENT NUMBER 4600011515  
2015 PROPOSITION 84 INTEGRATED REGIONAL WATER MANAGEMENT (IRWM) IMPLEMENTATION GRANT  
CALIFORNIA PUBLIC RESOURCES CODE § 75026 ET SEQ.**

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or "DWR" and the Santa Ana Watershed Project Authority, a public agency in the Counties of Los Angeles, Orange, Riverside, and San Bernardino, State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee", which parties do hereby agree as follows:

1. **PURPOSE.** State shall provide funding from the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 to Grantee to assist in financing projects associated with the One Water One Watershed 2.0 Plan pursuant to Chapter 8 (commencing with §79560) of Division 26.5 of the California Water Code (CWC), hereinafter collectively referred to as "IRWM Program."
2. **TERM OF GRANT AGREEMENT.** The term of this Grant Agreement begins on the date this Grant Agreement is executed by State, and terminates on December 31, 2021, or when all of the Parties' obligations under this Grant Agreement are fully satisfied, whichever occurs earlier. Execution date is the date the State signs this Grant Agreement.
3. **GRANT AMOUNT.** The maximum amount payable by the State under this Grant Agreement shall not exceed \$64,267,686.
4. **GRANTEE COST SHARE.** Grantee agrees to fund the difference between the Total Project Cost and the Grant Amount (amount specified in Paragraph 3). Grantee Cost Share consists of Funding Match and Additional Cost Share, as documented in Exhibit B (Budget). Additional Cost Share will not be reviewed by the State for invoicing purposes; however, the Grantee is required to maintain all financial records associated with the project in accordance with Exhibit I (State Audit Document Requirements and Funding Match Guidelines for Grantees).
5. **FUNDING MATCH.** Grantee is required to provide a Funding Match (non-State funds) of not less than 25 percent of the Grand Total of all the total project costs unless a Disadvantaged Community project waiver is granted. Grantee agrees to provide a Funding Match for the amount as documented in Exhibit B (Budget), and may include expenses directly related to Exhibit A (Work Plan) after January 1, 2011.
6. **GRANTEE'S RESPONSIBILITY.** Grantee and its representatives shall:
  - a) Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Exhibit B (Budget) and Exhibit C (Schedule).
  - b) Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 financing.
  - c) Comply with all applicable California laws and regulations.
  - d) Implement the Projects in accordance with applicable provisions of the law.
  - e) Fulfill its obligations under the Grant Agreement, and be responsible for the performance of the projects.
7. **LOCAL PROJECT SPONSOR'S RESPONSIBILITY.** Grantee shall assign Local Project Sponsors to act on behalf of Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. Local Project Sponsors shall be assigned in accordance with the participating agencies identified in the 2015 One Water Watershed Program grant application. Exhibit F identifies Local Project Sponsors. Local Project Sponsors shall also act on behalf of Grantee in the fulfillment of Grantee responsibilities where specifically specified in this Grant Agreement.
8. **BASIC CONDITIONS.** State shall have no obligation to disburse money for projects under this Grant Agreement until Grantee has satisfied the following conditions (if applicable):



- a) Grantee and Local Project Sponsors demonstrate the availability of sufficient funds to complete each project by submitting the most recent 3 years of audited financial statements and submitting an Audited Financial Statement Summary for each Local Project Sponsor.
- b) Grantee must demonstrate compliance with the groundwater compliance options set forth on pages 14 and 15 of the IRWM Program Guidelines, dated May 2015.
- c) Grantee submits deliverables as specified in Paragraph 19 of this Grant Agreement and in Exhibit A.
- d) Prior to the commencement of construction or implementation activities, Grantee shall submit the following to the State for each project:
  - 1) Final plans and specifications certified by a California Registered Professional (Civil Engineer or Geologist, as appropriate) for each of the approved projects as listed in Exhibit A of this Grant Agreement.
  - 2) Environmental Documentation:
    - i) Grantee submits to the State all applicable environmental permits,
    - ii) Documents that satisfy the CEQA process are received by the State,
    - iii) State has completed its CEQA compliance review as a Responsible Agency, and
    - iv) Grantee receives written concurrence from the State of Lead Agency's CEQA documents and State notice of verification of environmental permit submittal.

State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, State will consider the environmental documents and decide whether to continue to fund the projects or to require changes, alterations or other mitigation. Grantee must also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act by submitting copies of any environmental documents, including environmental impact statements, Finding of No Significant Impact, and mitigation monitoring programs as may be required prior to beginning construction/implementation.

3) A monitoring plan as required by Paragraph 21, "Project Monitoring Plan Requirements."

9. DISBURSEMENT OF FUNDS. State will disburse to Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation.
10. ELIGIBLE PROJECT COST. 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. Reasonable administrative expenses may be included as Total Project Costs and will depend on the complexity of the project preparation, planning, coordination, construction, acquisitions, and implementation. Reimbursable administrative expenses are the necessary costs incidentally but directly related to the projects including the portion of overhead and administrative expenses that are directly related to the projects included in this Grant Agreement in accordance with the standard accounting practices of the Grantee. Work performed on the projects after January 17, 2014, shall be eligible for reimbursement.

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

- a) Costs, other than those noted above, incurred prior to the award date of the Grant.
- b) Operation and maintenance costs, including post construction performance and monitoring costs.
- c) Purchase of equipment that is not an integral part of a project.
- d) Establishing a reserve fund.
- e) Purchase of water supply.
- f) Monitoring and assessment costs for efforts required after project construction is complete.

- g) Replacement of existing funding sources for ongoing programs.
- h) Travel and per diem costs (per diem includes subsistence and other related 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 a project, as set forth and detailed by engineering and feasibility studies.
- k) Payment of principal or interest of existing indebtedness or any interest payments unless the debt is incurred after execution of this Grant Agreement, the State agrees in writing to the eligibility of the costs for reimbursement before the debt is incurred, and the purposes for which the debt is incurred are otherwise eligible costs. However, this will only be allowed as Grantee Cost Share (i.e., Funding Match).
- l) Overhead not directly related to project costs.

#### 11. METHOD OF PAYMENT.

- a) **Reimbursement** – Submit a copy of invoice for costs incurred and supporting documentation to the DWR Project Manager via Grant Review and Tracking System (GRANTS). Additionally, the original invoice form with signature and date (in ink) of Grantee's Project Representative, as indicated on page 11 of this Grant Agreement, must be sent to the DWR Project Manager for approval. Invoices submitted via GRANTS shall include the following information:
  - 1) Costs incurred for work performed in implementing the project(s) during the period identified in the particular invoice.
  - 2) Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for the project(s) during the period identified in the particular invoice for the implementation of a project.
  - 3) Invoices shall be submitted on forms provided by State and shall meet the following format requirements:
    - i) Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
    - ii) Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
    - iii) Sufficient evidence (e.g. receipts, copies of checks, time sheets) as determined by the State must be provided for all costs included in the invoice. Additional Cost Share shall be accounted for separately in the progress reports.
    - iv) DWR Project Manager will notify Grantee, in a timely manner, when, upon review of an invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or are not supported by documentation or receipts acceptable to State. Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to State to cure such deficiency(ies). After the disbursement requirements in Paragraph 8 "Basic Conditions" are met, State will disburse the whole or portions of State funding to Grantee, following receipt from Grantee via U.S. mail or Express mail delivery of a "wet signature" invoice for costs incurred, including Cost Share, and timely Quarterly Progress Reports as required by Paragraph 19 "Submission of Reports." Payment will be made no more frequently than monthly, in arrears, upon receipt of an invoice bearing the Grant Agreement number.
- b) **Advanced Payment** – Water Code §10551 authorizes advance payment by State for projects which are sponsored by a nonprofit organization; a disadvantaged community (DAC); or, the proponent of a project that benefits a DAC. If these projects are awarded less than \$1,000,000 in grant funds, the project proponent may receive an advanced payment of 50% of the grant award; the remaining 50% of the grant award will be reimbursed in arrears. Within 90 calendar days of execution of the Grant Agreement, the Grantee shall provide DWR an Advanced Payment Request. The Advanced Payment Request must contain the following:
  - 1) Documentation demonstrating that each Local Project Sponsor was notified about their eligibility to receive an advanced payment and a response from the Local Project Sponsor stating whether it wishes to receive the advanced payment or not.

- 2) If a Local Project Sponsor is requesting the advanced payment, the request must also include:
  - i) A funding plan which shows how the advanced funds will be expended within 18 months of this Grant Agreement's execution. (i.e., for what, how much, and when)
  - ii) A discussion of the Local Project Sponsor's financial capacity to complete the project once the advance funds have been expended.
- 3) If an Local Project Sponsor is requesting advanced payment, Grantee shall also submit a single Advance Payment invoice, containing the request for each qualified project, to the DWR Project Manager with signature and date (in ink) of Grantee's Project Representative, as indicated on page 11 of this Agreement. The Grantee shall be responsible for the timely distribution of the advanced funds to the individual Local Project Sponsors. Within 60 calendar days of receiving the Advanced Payment invoice and subject to the availability of funds, State will authorize payment of the advanced funds sought of 50% of the grant award for the qualified project(s).

The Advance Payment Invoice shall be submitted on forms provided by State and shall meet the following format requirements:

- 1) Invoice must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
- 2) Invoice must be itemized based on the categories (i.e., tasks) specified in Exhibit B.
- 3) DWR Project Manager will notify Grantee, in a timely manner, when, upon review of an Advance Payment Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs. Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). After the disbursement requirements in Paragraph 8 "Basic Conditions" (8a) and 8b) only) are met, State will disburse the whole or portions of State funding to Grantee, following receipt from Grantee via US mail or Express mail delivery of a "wet signature" invoice for costs incurred, including Cost Share, and timely Progress Reports as required by Paragraph 19 "Submission of Reports."

On a quarterly basis, the Grantee will submit an Accountability Report to DWR that demonstrates how actual expenditures compare with the scheduled budget. The Accountability Report shall include the following information:

- 1) An itemization of how advanced funds have been expended to date (Expenditure Summary), including documentation that supports the expenditures (e.g. contractor invoices, receipts, personnel hours, etc.). Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B.
- 2) A funding plan which shows how the remaining advanced funds will be expended.
- 3) Documentation that the funds were placed in a non-interest bearing account, including the dates of deposits and withdrawals from that account.

DWR Project Manager will notify Grantee, in a timely manner, when, upon review of the Expenditure Summary, the State determines that any portion or portions of the expenditures claimed are not eligible costs. Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). If costs are not consistent with the tasks in Exhibit B, the State will reject the claim and remove them from the Expenditure Summary.

Once Grantee has expended all advanced funds, then the method of payment will revert to the reimbursement process specified in Paragraph 11a) and any remaining requirements of Paragraph 8.

12. **REPAYMENT OF ADVANCES.** State may demand repayment from Grantee of all or any portion of the advanced State funding along with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by State, and take any other action that it deems necessary to protect its interests for the following conditions:
  - a) A project is not being implemented in accordance with the provisions of this Grant Agreement.
  - b) Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if Grantee does not remedy any such failure to State's satisfaction.

Repayment amounts may also include:

- c) Advance funds which have not been expended within 18 months of the Grant Agreement's execution by the Local Project Sponsor.
- d) Actual costs incurred are not consistent with the Exhibit A (Work Plan) activities, not supported, or are ineligible.
- e) At the completion of the project, the funds have not been expended.

For conditions 12c) and 12d), repayment may consist of deducting the amount from future reimbursement invoices.

State may consider Grantee's refusal to repay the requested advanced amount a substantial breach of this Grant Agreement subject to the default provisions in Paragraph 14, "Default Provisions." If State notifies Grantee of its decision to demand repayment or withhold the entire funding amount from Grantee pursuant to this paragraph, this Grant Agreement shall terminate upon receipt of such notice by Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

13. WITHHOLDING OF DISBURSEMENTS BY STATE. If State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if Grantee does not remedy any such failure to State's satisfaction, State may withhold from Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and State notifies Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 14, the portion that has been disbursed shall thereafter be repaid immediately with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by State. State may consider Grantee's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 14, "Default Provisions." If State notifies Grantee of its decision to withhold the entire funding amount from Grantee pursuant to this paragraph, this Grant Agreement shall terminate upon receipt of such notice by Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

14. DEFAULT PROVISIONS. Grantee (and a Local Project Sponsor receiving grant funding through this Grant Agreement) will be in default under this Grant Agreement if any of the following occur:
- a) Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between Grantee and State evidencing or securing Grantee's obligations.
  - b) Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement.
  - c) Failure to maintain an adopted IRWM Plan that meets the requirements contained in Part 2.2 of Division 6 of the CWC, commencing with §10530.
  - d) Failure to operate or maintain project(s) in accordance with this Grant Agreement (Paragraph 20).
  - e) Failure to make any remittance required by this Grant Agreement.
  - f) Failure to comply with Labor Compliance Program requirements (Paragraph 18).
  - g) Failure to submit timely progress reports.
  - h) Failure to routinely invoice State.
  - i) Failure to meet any of the requirements set forth in Paragraph 15, "Continuing Eligibility."

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

- a) Declare the funding be immediately repaid, with interest, at the California general obligation bond interest rate at the time the State notifies the Grantee of the default.
- b) Terminate any obligation to make future payments to Grantee.
- c) Terminate the Grant Agreement.

- d) Take any other action that it deems necessary to protect its interests.

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

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

- a) An urban water supplier that receives grant funds governed by this Grant Agreement shall:

- 1) Maintain compliance with the Urban Water Management Planning (UWMP) Act (Water Code §10610 *et seq.*) and Sustainable Water Use and Demand Reduction, Part 2.55 of Division 6 (Water Code §10608 *et seq.*). Urban water suppliers that submitted AB 1420 compliance Table 2 in the 2015 Implementation Grant Application must submit, until June 30, 2016, either:
  - i) List of tasks to implement the best management practices listed in AB 1420 compliance Table 2 and a corresponding schedule and budget or;
  - ii) The progress toward the 2015 interim Gallons per Capita per Day (GPCD) target. If not meeting the interim target also include a schedule, financing plan, and budget for achieving the GPCD, as required pursuant to Water Code §10608.24.

By July 1, 2016 all urban water suppliers must submit documentation that demonstrates they are meeting the 2015 interim GPCD target. If not meeting the interim target, also include a schedule, financing plan, and budget for achieving the GPCD, as required pursuant to Water Code §10608.24. Starting June 30, 2017, those urban water suppliers that did not meet their 2015 GPCD target must also submit, by June 30, annual reports that include a schedule, financing plan, and budget for achieving the GPCD (Water Code §10608.24).

- 2) Have their 2010 UWMP deemed consistent by DWR. The 2015 UWMP update must be submitted to DWR by July 1, 2016. If the 2015 UWMP is not submitted to DWR by July 1, 2016, funding disbursements to the urban water supplier will cease until the 2015 UWMP is submitted. If the 2015 UWMP is deemed inconsistent by DWR, the urban water supplier will be ineligible to receive funding disbursements until the inconsistencies are addressed and DWR deems the UWMP consistent. For more information, visit the following website: <http://www.water.ca.gov/urbanwatermanagement>.

- b) An agricultural water supplier receiving grant funding must:

- 1) Comply with Sustainable Water Use and Demand Reduction requirements outlined in Part 2.55 (commencing with §10608) of Division 6 of the Water Code. Before July 1, 2016, submit a schedule, financing plan, and budget for implementation of the efficient water management practices, required pursuant to Water Code §10608.48.
- 2) Have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR. The most recent AWMP update must have been submitted to DWR by December 31, 2015. To maintain eligibility and continue funding disbursements, an agricultural water supply must have their 2015 AWMP deemed consistent by DWR on or before October 1, 2016. For more information, visit the following website: <http://www.water.ca.gov/wateruseefficiency/agricultural/agmamt.cfm>.

- c) Grantees diverting surface water must maintain compliance with diversion reporting requirements as outlined in Part 5.1 of Division 2 of the Water Code.
- d) Projects with potential groundwater impacts must demonstrate compliance with the groundwater compliance options set forth on pages 14 and 15 of the IRWM Program Guidelines, dated May 2015.
- e) Project Proponents that have been designated as monitoring entities under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program must maintain reporting compliance, as required by Water Code §10920 and the CASGEM Program.

16. PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS. Grantee shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any work under this Grant Agreement,

including those necessary to perform design, construction, or operation and maintenance of the Projects. Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental, procurement, and safety laws, rules, regulations, and ordinances. Grantee shall provide copies of permits and approvals to State.

17. **RELATIONSHIP OF PARTIES.** Grantee is solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Grant Agreement.
18. **LABOR COMPLIANCE.** Grantee agrees to comply with all applicable California Labor Code requirements and Standard Condition D.28 in Exhibit D. Grantee must, independently or through a third party, adopt and enforce a Department of Industrial Relations-certified Labor Compliance Program (LCP) meeting the requirements of Labor Code §1771.5 for projects funded by:
- Proposition 84 (Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006; Public Resources Code §75075 *et seq.*) or
  - Any other funding source requiring an LCP.

At the State's request, Grantee must promptly submit written evidence of Grantee's compliance with the LCP requirements.

19. **SUBMISSION OF REPORTS.** The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to State. If requested, Grantee shall promptly provide any additional information deemed necessary by State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit G. The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State of a Project Completion Report is a requirement for the release of any funds retained for such projects.
- Progress Reports:** Grantee shall submit progress reports on a regular and consistent basis to meet the State's requirement for disbursement of funds. The reporting period shall not exceed one quarter in length. The progress reports shall be sent via e-mail to the State's Project Manager and shall be uploaded into GRANTS at the frequency specified in Exhibit C (Schedule). The progress reports shall provide a brief description of the work performed during the reporting period including: Grantee's activities, milestones achieved, any accomplishments, and any problems encountered in the performance of the work under this Agreement.
  - Accountability Report:** Grantee shall submit, on a quarterly basis, an Accountability Report by individual Local Project Sponsor that at a minimum:
    - An itemization of how advanced funds have been expended to date (Expenditure Summary), including documentation that supports the expenditures (e.g. contractor invoices, receipts, personnel hours, etc.). Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B.
    - A funding plan which shows how the remaining advanced funds will be expended.
    - Provides an accounting of distributing the advanced funds to the appropriate Local Project Sponsor.
    - Documents that the funds were spent on eligible reimbursable costs.
    - Documentation that the funds were placed in a non-interest bearing account, including the dates of deposits and withdrawals from that account.
  - Water Management Status Report:** Until June 30, 2016, Grantees shall submit status reports on implementation of either AB 1420 status or SBx7-7 water conservation status for the urban water suppliers that submitted an AB 1420 compliance Table 2 in the 2015 Implementation Grant Application. AB 1420 status reports shall be uploaded into GRANTS no later than 30 calendar days after execution of this agreement. SBx7-7 GPCD status reports shall be uploaded via GRANTS no later than June 30, 2016. By

July 1, 2016 all urban water suppliers must submit an UWMP that demonstrates they are meeting the 2015 interim SBx7-7 GPCD target. If the urban water supplier is not meeting the interim target, then the urban water suppliers must also submit with its UWMP, a schedule, financing plan, and budget for achieving the GPCD (Water Code §10608.24). Starting June 30, 2017, those urban water suppliers that did not meet their 2015 GPCD target must also submit, by June 30, annual reports that include a schedule, financing plan, and budget for achieving the GPCD (Water Code §10608.24). Failure to progress on implementation may result in continuing grant eligibility actions under Paragraph 15. Before July 1, 2016, all agricultural water suppliers must submit a schedule, financing plan, and budget for implementation of the efficient water management practices, required pursuant to Water Code §10608.48 to comply with Sustainable Water Use and Demand Reduction requirements outlined in Part 2.55 (commencing with §10608) of Division 6 of the Water Code.

- d) **Project Completion Report:** Grantee shall prepare and submit to State a separate Project Completion Report for each project included in Exhibit A. Grantee shall submit a Project Completion Report within ninety (90) calendar days of projects completion. Project Completion Report(s) shall include, in part, a description of actual work done, any changes or amendments to each project, and a final schedule showing actual progress versus planned progress, copies of any final documents or reports generated or utilized during a project. The Project Completion Report shall also include, if applicable, certification of final project by a California Registered Professional (Civil Engineer or Geologist, as appropriate), consistent with Standard Condition D.19 in Exhibit D. A DWR "Certification of Project Completion" form will be provided by the State.
- e) **Grant Completion Report:** Upon completion of all projects included in Exhibit A, Grantee shall submit to State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Project Completion Report for the final project to be completed under this Grant Agreement. The Grant Completion Report shall include reimbursement status, a brief description of each project completed, and how those projects will further the goals of the IRWM Plan and identify any changes to the IRWM Plan, as a result of project implementation. Retention for the last project to be completed as part of this Grant Agreement will not be disbursed until the Grant Completion Report is submitted to and approved by the State.
- f) **Post-Performance Reports:** Grantee shall submit Post-Performance Reports. Post-Performance Reports shall be submitted to State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of 10 years after the completed project(s) begins operation.
20. **OPERATION AND MAINTENANCE OF PROJECT.** For the useful life of construction and implementation projects and in consideration of the funding made by State, Grantee agrees to ensure or cause to be performed the commencement and continued operation of each project, and shall ensure or cause each project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. Grantee or their successors may, with the written approval of State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 14, "Default Provisions."
21. **PROJECT MONITORING PLAN REQUIREMENTS.** Grantee shall develop and submit to State a Project Monitoring Plan that incorporates: (1) the Project Performance Monitoring Table requirements outlined in

the Proposition 84 2015 IRWM Implementation Grant Proposal Solicitation Package (pages 20 and 21), and (2) the guidance provided in Exhibit J, "Project Monitoring Plan Guidance."

22. STATEWIDE MONITORING REQUIREMENTS. Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Part 2.76 (commencing with §10780) of Division 6 of California Water Code) and, where applicable, that projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board. See Exhibit H (Requirements for Statewide Monitoring and Data Submittal), for web links and information regarding other State monitoring and data reporting requirements.
23. NOTIFICATION OF STATE. Grantee shall promptly notify State, in writing, of the following items:
  - a) Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. Grantee agrees that no substantial change in the scope of the projects will be undertaken until written notice of the proposed change has been provided to State and State has given written approval for such change. Substantial changes generally include changes to the work plan, schedule or term, and budget.
  - b) Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by State's representatives. Grantee shall make such notification at least 14 calendar days prior to the event.
  - c) Final inspection of the completed work on a project by a California Registered Professional (Civil Engineer or Geologist, as appropriate), in accordance with Standard Condition D.19 in Exhibit D. Grantee shall notify the State's Project Manager of the inspection date at least 14 calendar days prior to the inspection in order to provide State the opportunity to participate in the inspection.
24. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:
  - a) By delivery in person.
  - b) By certified U.S. mail, return receipt requested, postage prepaid.
  - c) By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
  - d) By electronic means.

Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the addresses set forth in Paragraph 26. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

25. PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.



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

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

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

Direct all inquiries to the Project Manager:

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

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

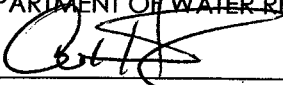
Either party may change its Project Representative or Project Manager upon written notice to the other party.

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

Exhibit A – Work Plan  
Exhibit B – Budget  
Exhibit C – Schedule  
Exhibit D – Standard Conditions  
Exhibit E – Authorizing Resolution  
Exhibit F – Local Project Sponsors  
Exhibit G – Report Formats and Requirements  
Exhibit H – Requirements for Statewide Monitoring and Data Submittal  
Exhibit I – State Audit Document Requirements and Funding Match Guidelines for Grantees  
Exhibit J – Project Monitoring Plan Guidance

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

STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES

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

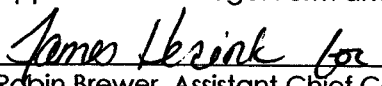
Date 11/1/16

Santa Ana Watershed Project Authority

  
\_\_\_\_\_  
Celeste Canhu  
General Manager

Date 10-19-16

Approved as to Legal Form and Sufficiency

  
\_\_\_\_\_  
Robin Brewer, Assistant Chief Counsel  
Office of Chief Counsel

Date 11-1-16

**EXHIBIT A  
WORK PLAN**

The Proposition 84 2015 IRWM Implementation Grant agreement provides funding for four projects located within the Santa Ana IRWM Region.

**PROJECT 1: GRANT AGREEMENT ADMINISTRATION**

**IMPLEMENTING AGENCY:** Santa Ana Watershed Project Authority (SAWPA)

**PROJECT DESCRIPTION:** The Regional Water Management Group, authorized Santa Ana Watershed Project Authority (SAWPA) to act as the applicant and the grant manager for the Proposition 84 2015 IRWM Implementation Grant.

SAWPA will administer these funds and respond to DWR's reporting and compliance requirements associated with the grant administration. This office will act in a coordination role: disseminating grant compliance information to the project managers responsible for implementing the projects contained in this agreement, obtaining and retaining evidence of compliance (e.g., CEQA/NEPA documents, reports, monitoring compliance documents, labor requirements, etc), obtaining data for progress reports from individual project managers, assembling and submitting progress reports to the State, and coordinating all invoicing and payment of invoices.

**Budget Category (a): Direct Project Administration**

Task 1 IRWM Coordination and Application

SAWPA will prepare the 2015 IRWM Grant Solicitation application by coordinating with the project proponents through the One Water One Watershed Santa Ana River Watershed IRWM process. SAWPA will assist the project proponents in describing their quantifiable benefits, explaining their budgets in detail and justifying their project costs in order to meet the level of detail required by the DWR's IRWM guidelines.

Task 2 Agreement Administration

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

Task 3 Invoicing

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

Task 4 Progress Reports and Project Completion Reports

SAWPA will be responsible for compiling progress reports for submittal to DWR. SAWPA will coordinate with project proponent staff to retain consultants as needed to prepare and submit, Progress Reports and Final Project Completion Reports for each project, as well as the Grant Completion Reports.

Reports will meet generally accepted professional standards for technical reporting and the requirements terms of the contract with DWR outlined in Exhibit G of this Agreement. For example, Progress Reports will explain the status of the project and will include the following information: summary of the work completed for the project during the reporting period; activities and milestones achieved; and accomplishments and any problems encountered in the performance of work. Project Completion Reports will include: documentation of actual work done, changes and amendments to each project, a final schedule showing actual progress versus planned progress, and copies of final documents and reports generated during the project.

**Deliverables:**

- Invoices and associated backup documentation
- Progress Reports
- Draft and Final Project Completion Report

**PROJECT 2: Newhope-Placentia Trunk Sewer (NHP) Replacement Project 2-72**

**IMPLEMENTING AGENCY: Orange County Sanitation District (OCSD)**

**PROJECT DESCRIPTION:** This project will increase the size of the existing Newhope-Placentia (NHP) Trunk Sewer, approximately 38,300 feet of pipe in the City of Fullerton, to provide the required capacity for current and future sewer flows. Current NHP capacity ranges from an 18" pipe at the upstream end, up to 42" pipe at the downstream end. The new NHP capacity will range from approximately 30" pipe at the upstream end, to up to 54" (possibly 66") at the downstream end. The project will redirect approximately 8 million gallons per day (MGD) of the sewer flows from Santa Ana Regional Interceptor (SARI) line, and divert them to Orange County Sanitation District's (OCSD's) Plant No. 1 (P1) in Fountain Valley for treatment before being sent to the Groundwater Replenishment System (GWRS).

**Budget Category (a): Direct Project Administration**

**Task 1 Project Management**

Manage grant agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with SAWPA. Prepare invoices including relevant supporting documentation for submittal to DWR via SAWPA. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

**Deliverables:**

- Environmental Information Form (EIF)
- Financial Statements
- Invoices
- Other Applicable Project Deliverables

**Task 2 Labor Compliance Program**

Take all measures necessary to ensure compliance with applicable California Labor Code requirements, including, preparation and implementation of a labor compliance program or including any payments to the Department of Industrial Relations under Labor Code Section 1771.3.

**Deliverables:**

- Proof of labor compliance upon request

**Task 3 Reporting**

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit G of this Agreement. Submit reports to SAWPA for review and inclusion in a progress report to be submitted to DWR.

Prepare Draft Project Completion Report and submit to DWR via SAWPA for DWR Project Manager's comment and review no later than 90 days after project completion. Prepare Final Report addressing Grantee/DWRs comments. The report shall be prepared and presented in accordance with the provision of Exhibit G.

Copies of final design submittals, construction contract documents, bids, and contractor pay requests, contractor payments, and overall project expenditures will be available to support the quarterly, annual, and final reports.

**Deliverables:**

- Project Progress Reports
- Draft and Final Project Completion Report

**Budget Category (b): Land Purchase/Easement**

**Task 4 Land Purchase/Easement**

No land purchases or easements are anticipated at this time for the Project. The Project will be located within existing easements and public right-of-way in the Cities of Fullerton and Anaheim.

**Budget Category (c): Planning/Design/Engineering and Environmental Documentation**

**Task 5 Feasibility Studies**

OCSD identified the Project in its 1999 and 2006 Strategic Plan Update and in the 2009 Facilities Master Plan. Copies of these completed reports are available upon request.

The preliminary design phase of the Project will include preparation of a preliminary design report consisting of a series of technical memoranda that document the conceptual design of the proposed facilities. The technical memoranda will be prepared by the engineering design consultant, reviewed by OCSD staff, and discussed in detail through review meetings and workshops.

**Deliverables:**

- Preliminary Design Report

**Task 6 CEQA Documentation**

OCSD has completed environmental documentation for compliance with CEQA for this Project in the "Program Environmental Impact Report, Collection System Improvement Plan" (PEIR) (SCH# 2006101018), dated March 2007 in its final version. The Project was identified as Project 2-65 under the PEIR. An addendum to the PEIR was developed and accepted by the OCSD board on February 24, 2016. The addendum contained project specific details and studies. The Addendum did not include any changes to the Project that differed from the PEIR.

**Deliverables:**

- Draft and Final EIR
- Copy of Notice of Determination
- No Legal Challenges letter
- Tribal Notification per Public Resources Code § 75102

**Task 7 Permitting**

It is anticipated that OCSD will acquire the following permits:

Agency	Permit
CALTRANS	Traverse Encroachment Permit
Cities of Fullerton, Anaheim, and Orange	Encroachment Permit Hauling Temporary Street Use Permit Traffic Control
State Water Resources Control Board (SWRCB)	Stormwater Notice of Intent California General Construction Permit (SWPPP) Order 2009-0009 DWQ
Regional Water Quality Control Board	Dewatering Permit under MS4 Permit Notice of Intent under General Order No. 98-67 SWRCB 401 Water Quality Certification (if needed)

	– Rolling Hills Trunk) Section 401 Water Quality Certification (if needed – Rolling Hills Trunk)
South Coast Air Quality Management District	Permit to Construct/Operate
County of Orange, Parks Department	Encroachment Permit
California Occupational Safety and Health (OSHA)	Excavation permit for >5 ft deep Tunneling safety, underground classification
Burlington Northern and Santa Fe (BNSF) Railway	Encroachment permit crossing and grade separation
Army Corps of Engineers (USACE)	Section 404 Permit (if needed – Rolling Hills Trunk, if any dredging or discharge into waters of the U.S.)
California Department of Fish and Wildlife	Streambed Alternation Agreement (if needed – Rolling Hills Trunk for Section 1602 compliance)
U.S. Fish & Wildlife Service	Environmental review for USACE (if needed – Rolling Hills Trunk)

Additional permits may be required and will be obtained as necessary.

**Deliverables:**

- Copy of all required permits

**Task 8 Design**

Final Design includes the preparation of a package of biddable plans and technical specifications, as well as, contractor bid and award activities. The Final Design will be submitted in two review packages before the final review package is approved and submitted: 70% (DS2), 90% (DS3), and 100% Final Design.

Each of the design submittals will include engineering drawings and specifications, and an updated construction cost estimate and schedule, plus updated risk management and permit management plan. At each step, design submittals will be reviewed by OCSD staff and comments will be returned to the design engineer. Responses to comments will be prepared by the design engineer and discussed with OCSD staff. In accordance with OCSD's project administration procedures, these final design packages are submitted by the consultant to OCSD for review in accordance with the schedule outlined in the project Scope of Work. Formal workshops are conducted to review each package with OCSD staff.

A constructability review by an objective third party will be conducted, prior to the DS3 submittal, to determine if the contract documents have sufficient information needed to bid and construct the project and avoid misinterpretations. The goal will be to address any comments prior to completion of the 100% Final Design documents.

**Deliverables:**

- 70% (DS2)
- 90% (DS3)
- 100% Design Plans and Specifications

**Task 9 Project Monitoring Plan**

Develop and submit a Project Monitoring Plan. Along with the Project Performance Measures Table provided by DWR Project Manager, the Project Monitoring Plan (as described in Exhibit J) will include baseline conditions, a brief

discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points.

**Deliverables:**

- Project Monitoring Plan

**Budget Category (d): Construction/Implementation**

**Task 10 Construction Contracting**

Activities necessary to secure a contractor and award the contract include: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed. As the Project is considered a public improvement, OCSD will adhere to Public Contracts Code Section 20783. OCSD will follow its Policies and Procedures for solicitation and bid evaluation.

**Deliverables:**

- Bid documents
- Proof of Advertisement
- Award of contract
- Notice to proceed

**Task 11 Construction Administration**

Manage the project, provide field inspections during construction, perform quality assurance and quality control, complete contract bonds, and insurance requirements. Construction and installation support services will be provided. A full time engineering construction observer will be on site for the duration of the project. Construction observer duties include: documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable.

**Deliverables:**

- Notice of Completion

**Task 12 Construction/Implementation Activities**

Construction activities will likely include, but are not limited to the following:

**Mobilization:**

- Deliver equipment required to complete the project
- Install temporary trailers for staff

**Site Preparation:**

- Traffic control and engineering support for public outreach
- Secure and erect storage and staging areas
- Install temporary construction power, wiring, communication, lighting facilities, water supply connections, potable water, and sanitary sewer connections for temporary trailers

**Install, Construct, and Excavate:**

- Approximately 34,800 feet of 30" – 66" pipe for upsizing existing Newhope-Placentia Trunk Sewer along State College Blvd.

- Approximately 3,500 feet of 18" – 39" pipe for upsizing the Rolling Hills Sub-Trunk Sewer
- New Diversion 47 structure to accommodate future NHP flows

**Improve:**

- Review the existing sewer alignment of approximately 18,000 feet for abandonment or replacement. Where the new sewer is placed in a new alignment, the existing sewer will be abandoned in place. This is performed by the Construction Contractor, removing the top 5 feet of the manhole structure and filling the pipes and structure with a controlled low strength material. Where the new sewer is to be installed in the existing alignment, the existing manholes and pipes will be removed and disposed.
- Removal and abandonment of existing trunk sewers and manholes

**Commissioning and Demobilization:**

- Conduct performance testing (commissioning)
- Remove temporary trailers and utility connections

**Deliverables:**

- Photographic documentation



**PROJECT 3: 2015 Integrated Watershed Protection Program**

**IMPLEMENTING AGENCY: Riverside County Flood Control and Water Conservation District (RCFCWCD)**

**PROJECT DESCRIPTION:**

The Watershed Protection Program consists of the following three components:

- (1) San Jacinto River, Stage 4, Phase 1: will install an approximately 2.5 mile long and approximately 10-12 feet high river levee in western Riverside County will provide all-weather access into and out of the San Jacinto Valley in western Riverside County and remove approximately 967 acres and approximately 445 structures from the San Jacinto River 100-year floodplain. This component will also increase the hydraulic capacity under the existing State Street Bridge, and protect the State Street Bridge from damage during high flow events.
- (2) Bautista Optimization Pond: will expand upon the existing recharge facilities, which include a series of 6 recharge ponds constructed adjacent to Bautista Channel, by constructing six new basins and their corresponding inlet and outlet facilities within an approximate 16-acre site with an approximate benefit of 1,200 acre feet per year.
- (3) Beaumont MDP-Line 16: will install an approximately 6,800 foot reinforced concrete water conveyance pipeline that will connect recharge ponds owned and operated by the Beaumont-Cherry Valley Water District to areas that collect stormwater from a tributary area of approximately 500 acres.

**Budget Category (a): Direct Project Administration**

**Task 1 Project Management**

Manage grant agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with SAWPA. Prepare invoices including relevant supporting documentation for submittal to DWR via SAWPA. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

**Deliverables:**

- Environmental Information Form (EIF)
- Financial Statements
- Invoices
- Other Applicable Project Deliverables

**Task 2 Labor Compliance Program**

Take all measures necessary to ensure compliance with applicable California Labor Code requirements, including, preparation and implementation of a labor compliance program or including any payments to the Department of Industrial Relations under Labor Code Section 1771.3.

**Deliverables:**

- Proof of labor compliance upon request

**Task 3 Reporting**

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit G of this Agreement. Submit reports to the Grantee for review and inclusion in a progress report to be submitted to DWR.

Prepare Draft Project Completion Report and submit to DWR via SAWPA for DWR Project Manager's comment and review no later than 90 days after project completion. Prepare Final Report addressing Grantee/DWRs comments. The report shall be prepared and presented in accordance with the provision of Exhibit G.

**Deliverables:**

- Project Progress Reports
- Draft and Final Project Completion Report

**Budget Category (b): Land Purchase/Easement**

Task 4 Land Purchase/Easement

The San Jacinto River, Stage 4, Phase 1 component will require the purchase of approximately 93 acres of right-of-way within the City of San Jacinto and County of Riverside. Neither the Bautista Optimization Pond Component, nor the Beaumont MDP-Line 16 Component will require the purchase of land or the acquisition of an easement.

**Deliverables:**

- Documentation supporting property value of right-of-way
- All relevant documentation regarding property ownership transfer including final recorded deed, title report, etc.

**Budget Category (c): Planning/Design/Engineering and Environmental Documentation**

Task 5 Feasibility Studies

Task 5.1: San Jacinto River, Stage 4, Phase 1

No Project Feasibility Study was completed as part of the project development process. However, sufficient planning level investigations have been completed for the project to proceed.

Task 5.2: Bautista Optimization Pond

Prepare a Project Feasibility Study as part of the project development process that will determine the feasibility of stormwater recharge at the proposed locations.

Task 5.3: Beaumont MDP-Line 16

No Project Feasibility Study was completed as part of the project development process. However, sufficient planning level investigations have been completed for the project to proceed.

**Deliverables:**

- Relevant Feasibility Studies

Task 6 CEQA Documentation

Task 6.1: San Jacinto River, Stage 4, Phase 1

A Notice of Preparation (including tribal notification to the California Native Heritage Commission) has been completed. A draft Environmental Impact Report (EIR) has been completed and has been released for public review. The Final Environmental Impact Report has been completed and approved by the City of San Jacinto, City Council.

Task 6.2: Bautista Optimization Pond

An Initial Study (IS) is being prepared and an anticipated Mitigated Negative Declaration (MND) will be completed. An expected Environmental Assessment will be completed as the appropriate National Environmental Protection Act documentation for the project and that document is being prepared concurrently with the CEQA IS/MND.

Task 6.3: Beaumont MDP-Line 16

An IS will need to be prepared and it's anticipated that an MND will be completed.

**Deliverables:**

- Copy of approved CEQA documentation for each component as needed
- No Legal Challenges Letter

**Task 7 Permitting**

Obtain all necessary federal, state, and local permits. Permits may include:

**Task 7.1: San Jacinto River, Stage 4, Phase 1**

- Federal Emergency Management Agency (FEMA): Review and approval of proposed revisions to FEMA mapped flood hazard areas and levee certification.
- U. S. Army Corps of Engineers (USACE): Review and approval of project design at connection to the existing USACE levee: Issuance of Clean Water Act Section 404 Permit.
- California Department of Transportation (Caltrans): Issuance of encroachment permits for project improvements within their rights-of-way (State Route 79 Bridge).
- Riverside County Transportation Department: Issuance of encroachment permits for project improvements within their rights-of-way.
- Metropolitan Water District: Issuance of encroachment permits for project improvements within their rights-of-way, approval of construction plans for project improvements within their rights-of-way.
- Regional Water Quality Control Board: Issuance of a National Pollutant Discharge Elimination System (NPDES) Construction: Permit (Order No. 2009-0009-DWQ), Issuance of Clean Water Act Section 401 Water Quality Certification and/or Waste Discharge Requirements Permit.
- California Department of Fish and Wildlife: Issuance of Lake or Streambed Alteration Agreement.

**Task 7.2: Bautista Optimization Pond**

- USACE: 408 Permit-Approval of modifications and Alterations to USACE Projects.

**Task 7.3: Beaumont MDP-Line 16**

- At this time no permits will be required for this project.

Additional permits may be required for each component and will be obtained as necessary.

**Deliverables:**

- Copy of all required permits

**Task 8 Design**

Complete preliminary design for the levee including the following supporting work: geotechnical investigation, topographic survey, and a preliminary design report (PDR). The PDR will provide the overall project concept for use in development of final design including the flood level models used to determine inundation areas, preliminary earthwork calculations, and preliminary design details for the levee. The Final Design for the San Jacinto River, Stage 4, Phase 1 will include the preparation of a package of biddable plans and technical specifications, as well as, contractor bid and award activities. The final design for the Bautista Optimization Ponds is nearly complete. A PDR for Beaumont Line 16 is currently in development. Final Design for those projects will include the preparation of a package of biddable plans and technical specifications, plus contractor bid and award activities.

**Deliverables:**

- Geotechnical Report
- Topographic Survey
- PDR Report
- Engineer's Cost Estimate
- 100% Design Plans and Specifications

**Task 9 Project Monitoring Plan**

Develop and submit a Project Monitoring Plan for each component. Along with the Project Performance Measures Table provided by DWR Project Manager, the Project Monitoring Plan (as described in Exhibit J) will include baseline conditions, a brief discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points.

**Deliverables:**

- Project Monitoring Plan for each component

**Budget Category (d): Construction/Implementation**

**Task 10 Construction Contracting**

Activities necessary to secure a contractor and award the contract for each component include: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

**Deliverables:**

- Bid documents
- Proof of Advertisement
- Award of contract
- Notice to proceed

**Task 11 Construction Administration**

This task includes managing contractor submittal review, answer requests for information, and issue work directives for each component. A full time engineering construction observer will be on site for the duration of the project. Construction observer duties include: documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable.

**Deliverables:**

- Notice of Completion

## Task 12 Construction/Implementation Activities

### Task 12.1 San Jacinto River, Stage 4, Phase 1:

Construction activities will likely include, but are not limited to the following:

#### Mobilization and Site Preparation:

- Mobilization of equipment needed for component;
- Site security and installation of construction best management practices (BMPs) such as dust control measures, etc.;
- Installation of noise control measures as needed to comply with noise suppression requirements required by what permit or ordinance.

#### Levee Construction:

- Construction of Levee approximately 2.5 miles long and approximately 10-12 feet high by utilizing heavy equipment;
- Removal of an approximately 1,500 foot portion of the existing sand levee, to allow vehicle access, by utilizing heavy equipment in the flood control channel.
- Reconstruction of the sand levee at the upstream end.

#### San Diego Aqueduct Protection Construction:

- Construction of rock cutoff wall approximately 850 feet long, approximately 22 feet wide and approximately 7 feet deep by utilizing heavy equipment;
- Construction of Floodwall approximately 12 feet high and approximately 500 feet in length and approximately 46 Piles ranging in depth from approximately 36 to approximately 48 feet around the aqueduct.

### Task 12.2 Bautista Optimization Pond

#### Mobilization and Site Preparation:

- Mobilization of equipment needed for component;
- Site security and installation of construction BMPs such as dust control measures, water quality BMPs, etc.;
- Installation of noise control measures as needed to comply with noise suppression requirements;
- Traffic control and access to driveways.

#### Basin Earthwork:

- Construction of approximately 6 ponding basins that will cover approximately 11 acres and provide approximately 28 acre feet of storage.

#### Inlet and Outlet Structures:

- Construction of inlet and outlet structures.

#### Waterline Extension:

- Construction of waterline extension approximately 6,900 feet long with a varying diameter of approximately 30 inches to approximately 66 inches.

### Task 12.3 Beaumont MDP-Line 16

#### Mobilization and Site Preparation:

- Mobilization of equipment needed for component;
- Site security and installation of construction BMPs such as dust control measures, water quality BMPs, etc.;
- Installation of noise control measures as needed to comply with noise suppression requirements;
- Traffic control and access to driveway.

**Inlet and Outlet Structures:**

- Construction of inlet and outlet structures.

**Storm Drain Construction:**

- Construction of multiple sized storm drain facility;
- Final site grading, including installation of site surfacing material.

**Deliverables:**

- Photographic documentation
- Engineers Certification

**PROJECT 4: Santa Ana River Conservation and Conjunctive Use Program (SARCCUP)**

**IMPLEMENTING AGENCY:** SAWPA and its Five Member Agencies which include Eastern Municipal Water District (EMWD), Inland Empire Utilities Agency (IEUA), Orange County Water District (OCWD), San Bernardino Valley Municipal Water District (SBVMWD), Western Municipal Water District (WMWD)

**PROJECT DESCRIPTION:**

The purpose of SARCCUP is to implement a collaborative program that improves the Santa Ana River Watershed's water supply resiliency through development of additional dry-year yield (DYY). It will also conserve water, promote water use efficiency, and improve habitat for a native, threatened species which will help facilitate obtaining permits from the State and Federal wildlife agencies for water supply projects along the Santa Ana River. The SARCCUP programs and projects will support implementing the One Water One Watershed 2.0 IRWM Plan Goals. SARCCUP generally consists of the following components:

1. **SARCCUP Habitat Improvement - invasive weed removal and habitat creation/restoration:** Remove approximately 640 acres of the invasive weed *Arundo Donax* in the Santa Ana River Watershed and construct about 40.5 acres of riparian vegetation for the Santa Ana sucker (*Catostomus santaanae*) fish in order to obtain permits for various water supply projects such as the Enhanced Recharge in Santa Ana River Basins.
2. **SARCCUP Water Use Efficiency - water use efficiency and water conservation:** Expand the existing water use efficiency project that received grant funding during the IRWM 2014 Drought Round to provide support to approximately five agencies for conservation-based water rate structures. Implement the Smartscape Program in the Santa Ana River Watershed.
3. **SARCCUP Conjunctive Use Program - creating approximately 180,000 acre feet (AF) of DYY over a ten year period:** Create a diversified Conjunctive Use Program that can be used to store wet-year water and then pump that water during droughts, providing DYY. Construct recharge ponds and/or extraction wells in the following banking locations:

Basin	Storage (AF) (Approximate Amounts)
Chino	96,000
Elsinore	4,500
San Bernardino	60,000
San Jacinto	19,500
<b>TOTAL</b>	<b>180,000</b>

## **Budget Category (a): Direct Project Administration**

### **Task 1 Project Management**

The SAWPA member agencies and SAWPA will maintain the grant agreement including compliance with grant requirements, and preparation and submission of supporting grant documents, largely through consultant support (with consultant oversight provided by SAWPA staff). The SAWPA member agencies and SAWPA will form a new Project Committee, known as the Project Agreement 23 Committee, with representatives from each of the five SAWPA member agencies. SAWPA will perform Project Committee administration and coordination for the Project Committee. The Project Committee will make policy decisions and direct the expenditure of grant funds for the Project in relation to all Tasks except 12.6.1 and 12.6.2 while SAWPA staff will provide staff administration support. SAWPA will coordinate with the five SAWPA Member Agencies (EMWD, IEUA, OCWD, SBVMWD, and WMWD). The SAWPA member agencies, largely through consultant support, will prepare quarterly reports and invoices including relevant supporting documentation for submittal to DWR via the Grantee. The SAWPA member agencies and SAWPA will perform administrative responsibilities associated with the SARCCUP components, such as coordinating with partnering agencies and utilizing consultants/contractors as needed.

SAWPA and the SAWPA member agencies will also utilize the existing Project Committee, known as the Project Agreement 22 Committee, which includes a representative from each of the five SAWPA member agencies and was formed during implementation of the project funded by the IRWM 2014 Drought Round. The Project Agreement 22 Committee will make policy decisions and direct the expenditure of grant funds for Tasks 12.6.1 and 12.6.2 while SAWPA staff will provide administrative staff support to the Committee and coordinate with the five SAWPA member agencies.

#### **Deliverables:**

- Environmental Information Forms (EIF) for each component
- Financial Statements
- Compiled Invoices
- Project Agreement forming the new Committee
- Other Applicable Project Deliverables

### **Task 2 Labor Compliance Program**

The SAWPA member agencies and SAWPA will take all measures necessary to ensure compliance with applicable California Labor Code requirements for each applicable component, including, preparation and implementation of a labor compliance program or including any payments to the Department of Industrial Relations under Labor Code Section 1771.3.

#### **Deliverables:**

- Proof of labor compliance for each applicable component upon request

### **Task 3 Reporting**

The SAWPA member agencies and SAWPA will prepare quarterly progress reports detailing work completed during reporting period as outlined in Exhibit G of this Agreement. The SAWPA member agencies will submit reports to the Grantee for review and inclusion in a progress report to be submitted to DWR.

The SAWPA member agencies and SAWPA will prepare Draft Project Completion Report and submit to DWR via the Grantee for DWR Project Manager's comment and review no later than 90 days after project completion. The SAWPA member agencies and SAWPA will prepare the Final Report addressing Grantee/DWRs comments. The report shall be prepared and presented in accordance with the provision of Exhibit G.

**Deliverables:**

- Compiled Quarterly Progress Reports
- Draft and Final Project Completion Report

**Budget Category (b): Land Purchase/Easement**

Task 4 Land Purchase/Easement

Property lots or portions of lots within the project area will be purchased as necessary for construction in the EMWD, SBVMWD, and WMWD service areas. Easements may be secured as needed by the implementing agencies.

**Deliverables:**

- All appraisal and related acquisition documents for the Conjunctive Use components from EMWD, SBVMWD and WMWD in partnership with Elsinore Valley Municipal Water District (EVMWD)
- Additional easements as needed.

**Budget Category (c): Planning/Design/Engineering and Environmental Documentation**

Task 5 Feasibility Studies

The five SAWPA member agencies will develop a Master Plan for the SARCCUP Conjunctive Use Program to take advantage of approximately 1 million AF of available groundwater storage in the Santa Ana River Watershed to capture available excess supplies during wet years. The Master Plan, which will be funded entirely by the SAWPA member agencies, is intended to assist in identifying operational constraints in the SARCCUP Conjunctive Use Program and the needs to overcome these in current or potential future phases. The Master Plan will utilize a decision support model (model) and take into consideration the watershed's hydrology, planned and existing facilities, and groundwater put and take scenarios in order to better define agreements and needs for future expansion. The SAWPA member agencies divided the Master Plan development into two-steps with the first step being the development of the model. This model, which can be updated by the staff from the SAWPA member agencies, will enable the agencies to optimize the proposed SARCCUP Conjunctive Use Program facilities with the overarching goals to simulate the anticipated operations of the facilities, quantify the benefits, quantify the costs and help identify future phases of the SARCCUP Conjunctive Use Program.

The five SAWPA member agencies will develop the necessary institutional agreements for the SARCCUP Conjunctive Use Program in order to store and convey through such methods as direct pumping or in lieu transfers of approximately 180,000 AF to different wholesale water agencies in the Santa Ana River Watershed over a ten year period. The agreements will reflect the result of evaluating alternative cost allocation methods and their impacts in order to define a price per AF for the water that is utilized for the SARCCUP Conjunctive Use Program.

EMWD will prepare a preliminary design report for the SARCCUP Conjunctive Use Program to allow implementation in the San Jacinto Basin in EMWD's service area. The results from this study will be used for California Environmental Quality Act (CEQA) documentation and for final design.

Within WMWD's general service area, WMWD, in partnership with EVMWD, will complete a well siting study/report for the Aquifer Storage Recovery (ASR) wells in the Elsinore Basin. The results from this study will be used for CEQA documentation and for final ASR design for the SARCCUP Conjunctive Use Program Implementation in the Elsinore Basin.



**Deliverables:**

- Master Plan for the Conjunctive Use component
- Institutional agreements for the Conjunctive Use component
- San Jacinto Basin Preliminary Design Report for the Conjunctive Use component from EMWD
- Elsinore Basin Siting Study/Report for the Conjunctive Use component from WMWD in partnership with EVMWD

**Task 6 SARCCUP CEQA Documentation**

The SAWPA member agencies will prepare and circulate a Notice of Preparation (including tribal notification to the California Native Heritage Commission). The agencies, with IEUA as the lead, will prepare a draft Programmatic Environmental Impact Report (PEIR) and release the document for public review, respond to comments received, file a Notice of Determination with State Clearinghouse, and prepare a letter stating no legal challenges (or addressing legal challenges). The PEIR will provide a baseline environmental document to comply with CEQA and support future site-specific projects as they are funded and implemented by each SAWPA member agency. While the water use efficiency and conservation-based rates tasks are not anticipated to qualify as a "Project" under CEQA and therefore, makes its CEQA documentation unnecessary, the PEIR will consider these components of SARCCUP in its evaluation.

EMWD will prepare an EIR to address CEQA with a possible NEPA document. EMWD's EIR will reference the SARCCUP PEIR for the program. SBVMWD will circulate a Notice of Preparation (including tribal notification to the California Native Heritage Commission). SBVMWD will prepare draft EIR for the SARCCUP Habitat Improvement Implementation (Santa Ana sucker fish component) and release document for public review. SBVMWD will file a Notice of Determination with the State Clearinghouse. SBVMWD will prepare a letter stating no legal challenges (or addressing legal challenges).

**Deliverables:**

- Copy of Notices of Preparation from all components as needed
- Draft and Final EIRs, and Notice of Determinations from all components as needed
- No Legal Challenges letters (or addressing legal challenges) from all components as needed

**Task 7 SARCCUP Permitting**

Each SAWPA member agency will identify federal, state, and local permits required for the SARCCUP programs and projects during preliminary and final design. Permits may include:

- U.S. Army Corps of Engineers (USACE) Section 404 Permit;
- State Water Resources Control Board (SWRCB) Section 401 Permit;
- California Department of Fish & Wildlife (CDFW) 1602 Permit;
- California Department of Public Health (CDPH) Use Permit;
- Local Construction/Encroachment Permit;
- Caltrans Encroachment Permit;
- Federal Emergency Management Agency (FEMA) Letter of Map Amendment (LOMA);
- County Flood Control District Construction Permits;
- County Well Drilling and/or modification permits;
- Storm Water Pollution Prevention Program (SWPPP) and General Construction Permit.

Additional permits may be required and will be obtained as necessary.

**Deliverables:**

- Copy of all required permits from all components as needed

## Task 8 SARCCUP Design

### Task 8.1 SARCCUP Conjunctive Use Program Implementation in the Chino Basin

IEUA will arrange with the retail water agencies in its service area and the Chino Basin Watermaster to recharge the groundwater basin through wet-water recharge and in-lieu recharge. Distribution of the DYY supply would be by exchange, Baseline Feeder supply from the SBBA to Chino Basin, groundwater pumping and/or reclaimed water to OCWD, and interconnections to WMWD.

#### Task 8.1.1 Baseline Feeder Extension

IEUA will complete preliminary and final design on the Baseline Feeder which will be extended from its current termination near Cactus Avenue in Rialto approximately 6.5 miles to San Sevaine Creek near the border of Rancho Cucamonga and Fontana. IEUA will design the length, dimension, alignment, and appurtenances of the extension so the extension has an approximate 60 cubic feet per second (cfs) capacity and be similar to the existing nominal 48-inch diameter feeder; possibly up to 60-inch diameter. Preliminary design work will include the following supporting work: geotechnical investigation, topographic survey, and basis of design report (BOD). Using the BOD and supporting documents, IEUA will produce 100% (Final) design, plans and specifications.

#### Task 8.1.2 Municipal Interties on Baseline Feeder Extension

IEUA will complete preliminary and final design on the extension alignment to provide recharge water discharge to San Sevaine Channel and interties for connection to Fontana Water County and Cucamonga Valley Water District. IEUA will design capacities so the facilities can perform at an expected flow of about 10-15 cfs each, which will depend on evaluation of the connecting systems, and the final design analysis. Preliminary design work will include the following supporting work: geotechnical investigation, topographic survey, and basis of BOD. Using the BOD and supporting documents, IEUA will produce 100% (Final) design, plans and specifications.

#### Task 8.1.3 Turnout on Baseline Feeder to San Sevaine Creek

IEUA will complete preliminary and final design on the Baseline Feeder extension to reach or cross the San Sevaine Creek and complete a turnout to the creek or tributary storm drain for discharge of water for recharge at basins downstream of the turnout. IEUA will design capacities so the facilities can perform at an expected flow of about 20 cfs which will depend on hydraulics analyses, supply water facilities, and the final design analysis. Preliminary design work will include the following supporting work: geotechnical investigation, topographic survey, and BOD. Using the BOD and supporting documents, IEUA will produce 100% (Final) design, plans and specifications.

#### Task 8.1.4 Diversion on San Sevaine Creek to Recharge Basin

IEUA will complete preliminary and final design on the increasing the diversion capacity to Jurupa Basin downstream of the Baseline Feeder extension by constructing a diversion gate into the flood control channel water at the existing diversion on San Sevaine Creek. IEUA will design the new structure so the facilities can likely duplicate the existing 4-foot sluice gate, piping, and controls. IEUA will design the new diversion to increase the existing capacity for imported water diversion up to 15 cfs allowing for final capacities to be determined during the final design stages. Preliminary design work will include the following supporting work: geotechnical investigation, topographic survey, and BOD. Using the BOD and supporting documents, IEUA will produce 100% (Final) design, plans and specifications.

#### Task 8.1.5 Turnout on Devil Canyon-Azusa Pipeline into San Antonio Creek

IEUA will complete preliminary and final design of a turnout on the existing Devil Canyon Azusa Pipeline to allow water to service multiple purposes such as diverting water into San Antonio Creek for recharge at downstream recharge sites in Chino Basin and/or Orange County, as well as providing a point of connection for the Water Facilities Authority to receive water for treatment and deliver water in Chino Basin. IEUA will design the turnout capacity so the facilities can perform at an expected flow of about 40 cfs for recharge and up to 20 cfs for Water Facilities Authority, allowing the ultimate flow to depend on hydraulics analyses, supply water facilities, and the final design analysis. Preliminary design

work will include the following supporting work: geotechnical investigation, topographic survey, and BOD. Using the BOD and supporting documents, IEUA will produce 100% (Final) design, plans and specifications.

#### Task 8.1.6 Production Wells in Chino/IEUA South Zone

IEUA will complete the screening and evaluation of existing inactive production/agricultural wells in the southern pressure zone of IEUA's recycled water distribution system for rehabilitation. If no suitable existing wells are identified, IEUA will develop new well(s). IEUA will complete the design of plumbing the well(s) to take groundwater into the recycled water system to replace recycled water delivered to OCWD. Well(s) will have a target capacity of approximately 1,000 gallons per minute. If additional wells are designed, they may also have an approximately 1,000 gallons per minute capacity. Existing wells will have old pumping equipment removed, as needed. New pumping equipment and appurtenances will be analyzed during the planning phase taking into account regulations. Additionally, downhole rehabilitation and possible lining may be required to achieve desired production rates and may be analyzed based on possible geotechnical work. The plumbing of wells into the IEUA recycled water distribution system will be designed. Preliminary design work will include the following supporting work: geotechnical investigation, topographic survey, and BOD. Using the BOD and supporting documents, IEUA will produce 100% (Final) design, plans and specifications. If suitable existing wells cannot be identified for rehabilitation, IEUA will prepare a design for new well(s) according to remaining task funds.

#### Task 8.2 SARCCUP Conjunctive Use Program Implementation in the San Jacinto Basin

EMWD will complete preliminary and final design on facilities to augment San Jacinto Upper Pressure Sub-basin by approximately 19,500 AFY.

EMWD will design development of an estimated 39-acre recharge basin, Mountain Avenue West. EMWD will complete the design of the recharge ponds to range in depth from about 10 to 15 feet, berms so they range from approximately 3 to 6 feet above existing ground, and perimeter fencing to include approximately two to three access gates. EMWD will design the pipelines to include approximately one to three 20 to 30 inch laterals from the existing 33 inch diameter raw water pipeline to the recharge ponds, and are at a length of about 700 feet. EMWD will plan for flow and pressure control facilities with a meter section which can be used to regulate the flow of water into the ponds. EMWD will design the described facilities by completing preliminary design work (will include the following supporting work: geotechnical investigation, topographic survey, and BOD). Using the BOD and supporting documents, EMWD will produce 100% (Final) design, plans and specifications.

EMWD will design the amenities for a walking/jogging path with conservation-focused informational signage along the perimeter of the recharge site. EMWD will design the landscaping to include drought tolerant plants and drip irrigation. EMWD will produce a final design/landscaping plan.

EMWD will design three (3) new extraction wells and associated distribution pipelines so the pipelines connect the wells to the existing potable water distribution system (with one pipeline per well). EMWD will design the length of the pipelines, location of the wells and the distance to the distribution system by completing preliminary design work (will include the following supporting work: geotechnical investigation, topographic survey, and BOD). Using the BOD and supporting documents, EMWD will produce 100% (Final) design, plans and specifications.

#### Task 8.3 SARCCUP Conjunctive Use Program Implementation in the San Bernardino Basin Area

SBVMWD will design the facilities necessary to remove approximately 20,000 AF of water from the San Bernardino Basin Area (SBBA) with approximately 60,000 AFY of storage and deliver to their retail area and the Metropolitan Water District of Southern California (MWDSC) system. SBVMWD will design the facilities which will include five (5) wells, an associated transmission pipeline, and an expansion phase to the Redlands Pump Stations which includes three additional 20 CFS pumps. SBVMWD will complete the preliminary design work (will include the following supporting work: geotechnical investigation, topographic survey, and BOD). Using the BOD and supporting documents, SBVMWD will produce 100% (Final) design, plans and specifications.

Task 8.4 SARCCUP Conjunctive Use Program Implementation in the Elsinore Basin

WMWD, in partnership with EVMWD, will design two dual-purpose ASR wells needed to expand the existing EVMWD conjunctive use program by 4,500 acre-feet or an additional extraction capability of 1,500 AFY. The existing EVMWD conjunctive use program is comprised of approximately eight ASR wells and a storage capacity of approximately 12,000 acre-feet. WMWD's, in partnership with EVMWD, design will include selecting well sites and analyzing the need for minor distribution pipelines, perhaps covering distances of 1,500 feet each, with the actual lengths of each well pipeline depending on the final locations of the wells and the distance to the distribution system. WMWD, in partnership with EVMWD, will complete the preliminary design work (will include the following supporting work: geotechnical investigation, topographic survey, and BOD). Using the BOD and supporting documents, WMWD, in partnership with EVMWD, will produce 100% (Final) design, plans and specifications.

Task 8.5 SARCCUP Habitat Improvement Implementation

Task 8.5.1 Arundo Donax Removal

OCWD will design the removal of approximately 640 acres of Arundo Donax along the Santa Ana River above Prado Basin by coordination with its partners by identifying access into the river systems, equipment needed, and the amount of labor required to operate equipment and apply herbicide. OCWD will provide a final removal plan.

Task 8.5.2 Santa Ana Sucker Fish Habitat Improvements

Task 8.5.2.1 Anza Drain

SBVMWD will conduct site preparation by analyzing locations for non-native tree removal (as well as clearing and grubbing, hazardous soil removal), create a water diversion plan, prepare earth work (such as channel excavation, gravel placement, liner, erosion control, and instream woody material), and prepare plans for infrastructure, seeding, planning, irrigation system installation, signage and fencing. SBVMWD will produce final habitat improvement plans.

Task 8.5.2.2 Old Farm Road

SBVMWD will conduct site preparation by analyzing locations for non-native tree removal (as well as clearing and grubbing, hazardous soil removal), create a water diversion plan, prepare earth work (such as channel excavation, gravel placement, liner, erosion control, and instream woody material), and prepare plans for infrastructure, seeding, planning, irrigation system installation, signage and fencing. SBVMWD will produce final habitat improvement plans.

Task 8.5.2.3 Lower Hole Creek

SBVMWD will conduct site preparation by analyzing locations for non-native tree removal (as well as clearing and grubbing, hazardous soil removal), create a water diversion plan, prepare earth work (such as channel excavation, gravel placement, liner, erosion control, and instream woody material), and prepare plans for infrastructure, seeding, planning, irrigation system installation, signage and fencing. SBVMWD will produce final habitat improvement plans.

Task 8.5.2.4 Hidden Valley Wetlands

SBVMWD will conduct site preparation by analyzing locations for non-native tree removal (as well as clearing and grubbing, hazardous soil removal), create a water diversion plan, prepare earth work (such as channel excavation, gravel placement, liner, erosion control, and instream woody material), and prepare plans for infrastructure, seeding, planning, irrigation system installation, signage and fencing. SBVMWD will produce final habitat improvement plans.

**Deliverables:**

- BOD Reports for Conjunctive Use component from EMWD, IEUA, SBVMWD, and WMWD in partnership with EVMWD
- Engineer's Cost Estimate for Conjunctive Use components from EMWD, IEUA, SBVMWD, and WMWD in partnership with EVMWD
- 100% Design Plans and Specifications for Conjunctive Use components from EMWD, IEUA, SBVMWD, and WMWD in partnership with EVMWD
- Final Arundo Donax removal plans from OCWD
- Final Santa Ana Sucker habitat improvement plans from SBVMWD

**Task 9 Project Monitoring Plan**

SAWPA and the SAWPA member agencies will develop and submit a Project Monitoring Plan that encompasses each component of SARCCUP. Along with the Project Performance Measures Table provided by DWR Project Manager, the Project Monitoring Plan (as described in Exhibit J) will include baseline conditions, a brief discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points.

**Deliverables:**

- Compiled Project Monitoring Plan (for all components from EMWD, IEUA, WMWD in partnership with EVMWD, OCWD, SBVMWD, SAWPA)

**Budget Category (d): Construction/Implementation**

**Task 10 Construction Contracting**

The SAWPA member agencies will undertake activities necessary to secure a contractor and award the contract for each component include: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

**Deliverables:**

- Bid documents for all components as needed
- Proof of Advertisement for all components as needed
- Award of contract for all components as needed
- Notice to proceed for all components as needed

**Task 11 Construction Administration**

The SAWPA member agencies will review contractor submittals, answer requests for information, and issue work directives. An engineering construction observer will be on site for the duration of the Project. Construction observer duties will include: documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable.

**Deliverables:**

- Notice of Completion for each component as needed

Task 12 Construction/Implementation Activities

Construction activities will likely include, but are not limited to the following:

Task 12.1 SARCCUP Conjunctive Use Program Implementation in the Chino Basin

IEUA will construct the following facilities: Baseline Feeder Extension, Municipal Interties on Baseline Feeder Extension, Turnout on Baseline Feeder to San Sevaine Creek, Diversion on San Sevaine Creek to Recharge Basin, Turnout on Devil Canyon-Azusa Pipeline into San Antonio Creek, Production Wells in Chino/IEUA South Zone.

Task 12.1.1 Baseline Feeder Extension

IEUA will extend the Baseline Feeder by approximately 6.5 miles with an approximately 48 inch pipeline from Cactus Ave and Baseline and an outfall on San Sevaine Creek in the Chino Basin. It is anticipated the extension will have an approximate 60 cubic feet per second (cfs) capacity and be similar to the existing nominal 48-inch diameter feeder; possibly up to 60-inch diameter.

Task 12.1.2 Municipal Interties on Baseline Feeder Extension

IEUA will construct an intertie for Cucamonga Valley Water District and Fontana Water Company to take potable water from the Baseline Feeder Extension from SBVMWD. Capacities are expected to be about 10-15 cfs each, will depend on evaluation of the connecting systems, and the final design analysis.

Task 12.1.3 Turnout on Baseline Feeder to San Sevaine Creek

IEUA will construct a Baseline Feeder turnout allowing discharges to San Sevaine creek or tributary storm drain for discharge of water for recharge at basins downstream of the turnout. Its capacity will likely be about 20 cfs, will depend on hydraulics analyses, supply water facilities, and the final design analysis.

Task 12.1.4 Diversion on San Sevaine Creek to Recharge Basin

IEUA will construct a new 4-foot sluice gate and piping cutting into the flood control channel wall of Jurupa Basin to allow an increased rate of diversion of imported water to Jurupa Basin. A rubber dam may also be installed along the flood control channel. Diversion will likely be of State Water Project water from MWDSC or SBVMWD water from the Baseline Feeder extension. The new diversion will likely increase the existing capacity for imported water diversion up to 15 cfs; final capacities will be determined during the final design stages.

Task 12.1.5 Turnout on Devil Canyon-Azusa Pipeline into San Antonio Creek

IEUA will build a dual purpose turnout for delivery of SBVMWD imported water for 1) direct recharge in Chino or Orange County Basins, and 2) delivery, treatment, and use as in-lieu recharge in Chino Basin. The turnout capacity will likely be up to 40 cfs for recharge and up to 20 cfs for Water Facilities Authority, but will depend on hydraulics analyses, supply water facilities, and the final design analysis.

Task 12.1.6 Production Wells in Chino/IEUA South Zone

IEUA will plumb existing inactive production/agricultural wells in the southern pressure zone of IEUA's recycled water distribution system to take groundwater into the recycled water system to replace recycled water delivered to OCWD. Each well will have a target capacity of approximately 1,000 gallons per minute. If additional wells are needed, they may also have an approximately 1,000 gallons per minute capacity. Wells will have old pumping equipment removed, as needed. New pumping equipment and appurtenances will be added based on regulations and final design. Additionally, downhole rehabilitation and possible lining will likely be required to achieve desired production rates. Wells will be plumbed into the IEUA recycled water distribution system. If suitable existing wells cannot be identified for rehabilitation, IEUA will install new well(s) according to remaining task funds.

Task 12.2 SARCCUP Conjunctive Use Program Implementation in the San Jacinto Basin

EMWD will construct the following facilities: 39-acre, approximately 10-15 feet deep recharge basin, basin amenities, extraction wells (3 wells total each with a capacity of 1,500 gpm, drilled to a depth of approximately 1,200 feet), and

associated pipelines. The pipelines will include approximately one to three 20- to 30-inch laterals from the existing 33-inch diameter raw water pipeline to the recharge ponds, about 700 feet in length. Pipelines will connect the groundwater wells to the existing potable water distribution system. One pipeline will be needed for each well. The length of each well discharge pipeline will depend on the final locations of the wells and the distance to the distribution system, which we have estimated at about 1,200 feet each and diameter of approximately 12 to 18 inches depending on capacity of the well. The basin amenities will include a walking/jogging path with conservation-targeted informational signage along the perimeter of the recharge site. This will also include drought-tolerant landscaping with drip irrigation.

#### Task 12.3 SARCCUP Conjunctive Use Program Implementation in the SBBA

SBVMWD will construct the facilities necessary to remove water from the SBBA and deliver to the MWDSC system through developing construction plans and utilizing a construction contractor(s). These facilities will include: approximately five (5) Production Wells at up to approximately 1,000 feet deep (estimated to produce from approximately 2,400 to 3,650 gallons per minute) and approximately 15,000 feet of Transmission Pipelines and an additional approximately 20 CFS pumps at the expanded Redlands Pump Station.

#### Task 12.4 SARCCUP Conjunctive Use Program Implementation in the Elsinore Basin

WMWD, in partnership with EVMWD, will construct two dual-purpose ASR wells within the WMWD general service area through developing construction plans and utilizing a construction contractor(s). One well will be located in the northern portion of the Elsinore Basin, and one will be located in the southern portion of the same basin referred to as the Back Basin. Each well will be estimated to operate at an average flow rate of approximately 1,000 gallons per minute (GPM). Each well will need a distribution pipeline to connect to the nearby water distribution system. The depth of the two ASR wells will ultimately depend on the final locations selected. Similar wells in the area range from approximately 760 to 2,100 feet deep.

#### Task 12.5 SARCCUP Habitat Improvement Implementation

The construction and implementation of the habitat improvement component of the project includes the following elements:

##### Task 12.5.1 Arundo Donax Removal

OCWD will remove approximately 640 acres of Arundo Donax along the Santa Ana River just upstream of Prado Basin in Riverside County by utilizing heavy machinery in the floodplain, herbicide and maintenance sweeps by working with its partners.

##### Task 12.5.2 Santa Ana Sucker Fish Habitat Improvements

###### Task 12.5.2.1 Anza Drain

SBVMWD will construct the Anza Drain habitat restoration project in Riverside County through non-native tree removal, clearing and grubbing, hazardous soil removal, installing infrastructure, earth work such as channel excavation, erosion control, irrigation system installation, signage, fencing and overseeing five years of plant establishment.

###### Task 12.5.2.2 Old Farm Road

SBVMWD will construct the Old Farm Road habitat restoration project in Riverside County through non-native tree removal, clearing, grubbing, hazardous soil removal, installing infrastructure, earth work such as channel excavation, irrigation system installation, signage, fencing and overseeing five years of plant establishment.

###### Task 12.5.2.3 Lower Hole Creek

SBVMWD will construct Lower Hole Creek habitat restoration project through non-native tree removal, clearing, grubbing, hazardous soil removal, installing infrastructure, earth work such as channel excavation, irrigation system installation, signage, fencing and overseeing five years of plant establishment.

Task 12.5.2.4 Hidden Valley Wetlands

SBVMWD will construct Hidden Valley Wetlands habitat restoration project through non-native tree removal, clearing, grubbing, hazardous soil removal, installing infrastructure, earth work such as channel excavation, irrigation system installation, signage, fencing and overseeing five years of plant establishment.

Task 12.6 SARCCUP Water Use Efficiency Implementation

This will include the work required for the implementation of the water use efficiency component of SARCCUP. It consists of the following two elements:

Task 12.6.1 Conservation-Based Water Rates

SAWPA will prepare contracts with retail water agencies for conservation-based water rates and recommend contract awards to the Project Agreement 22 Committee for approval. SAWPA staff will implement the Task so retail water agencies are aware of the SARCCUP Project and execute the contracts (i.e. outreach and onboarding), the retail water agencies make progress toward completing the tasks in their individual contracts once executed, and the retail water agencies meet the conditions of the Grant Agreement. Outreach workshops in Santa Ana River Watershed (total of up to 2 workshops) will be held targeting the watershed's retail water agencies' elected officials and staff. These workshops will review the tools available to the retail water agencies for adopting conservation-based rates. Conservation-based rate structures will be implemented by approximately five water agencies. Funding will be provided to approximately five retail agencies, through the contracts approved by the Committee, for items needed to adopt conservation-based rate structures such as: an implementation of a rate study, billing support needs, acquisition of weather data, Proposition 218 notices, etc. A policy will be developed by the Committee that specifies the reimbursement process for agencies. The policy will include stipulations on water conservation reporting. Tools may be developed to assist the up to five retail water agencies to adopt conservation-based water rates. These tools may include information to determine outdoor budgets and local weather data. This component will be an extension of the Conservation Based Reporting Tools and Rate Structure Implementation Project under the Proposition 84 IRWM 2014 Drought Grant Agreement.

Task 12.6.2 Smartscape

The Smartscape Program will be implemented to provide, on an as-needed basis as requested by the SARCCUP project proponents, education and outreach, training and communication services about drought tolerant landscaping design, installation and maintenance. This support will include conducting training workshops and seminars for homeowners, landscape professionals and water retail support agency staff; operation of a phone hotline to answer questions; distribution of training manuals, brochures, flyers and reports; social media posts; and outreach to local schools. The support will also assist entities that have drought tolerant landscaping and need assistance with their landscape needs to adapt to site specific soil, water and vegetation conditions. Orange County Coastkeeper and Inland Empire WaterKeeper, SARCCUP partners, will assist in the implementation of this Task. SAWPA staff will oversee Orange County Coastkeeper and Inland Empire WaterKeeper throughout implementation of the Task.

**Deliverables:**

- Photographic documentation for all components, except the Water Use Efficiency Implementation component, from EMWD, IEUA, OCWD, SAWPA, SBVMWD, WMWD in partnership with EVMWD
- Map products showing final completed project areas for Santa Ana Sucker component and Arundo component from OCWD and SBVMWD
- Engineer's certification for the Conjunctive Use components from EMWD, IEUA, SBVMWD, WMWD in partnership with EVMWD
- Record drawings for the Conjunctive Use components from EMWD, IEUA, SBVMWD, WMWD in partnership with EVMWD
- Documentation of participating agencies in workshops, including sign-in sheets for the Conservation Based Water Rates Component from SAWPA



- Resolutions of adoption of conservation based rate structures for the Conservation Based Water Rates Component from SAWPA
- Outreach materials for the Conservation Based Water Rates and Smartscape Components from SAWPA

**EXHIBIT B  
BUDGET**

**SAWPA 2015 Implementation Agreement Summary Budget**

Project Name	Grant Amount	Cost Share: Non-State Fund Source (Funding Match)	Additional Cost Share	Total Cost	% Funding Match
Project 1: Grant Administration	\$3,213,384	\$0	\$0	\$3,213,384	
Project 2: Newhope-Placentia Trunk Sewer (NHP) Replacement Project 2-72	\$1,000,000	\$30,000,000	\$73,890,000	\$104,890,000	
Project 3: 2015 Integrated Watershed Protection Program	\$5,054,302	\$9,060,000	\$16,379,698	\$30,494,000	
Project 4: Santa Ana River Conservation and Conjunctive Use Program	\$55,000,000	\$30,500,000	\$15,772,899	\$101,272,899	
<b>Grand Total</b>	<b>\$64,267,686</b>	<b>\$69,560,000</b>	<b>\$106,042,597</b>	<b>\$239,870,283</b>	<b>29%</b>

**Project 1: Grant Administration**

Budget Category	Grant Amount	Cost Share: Non-State Fund Source (Funding Match)	Additional Cost Share	Total Cost
(a) Direct Project Administration	\$3,213,384	\$0	\$0	\$3,213,384
(b) Land Purchase/ Easements	\$0	\$0	\$0	\$0
(c) Planning/ Design/ Engineering/ Environmental Documentation	\$0	\$0	\$0	\$0
(d) Construction/ Implementation	\$0	\$0	\$0	\$0
<b>TOTAL</b>	<b>\$3,213,384</b>	<b>\$0</b>	<b>\$0</b>	<b>\$3,213,384</b>

**Project 2: Newhope-Placentia Trunk Sewer (NHP) Replacement Project 2-72**

Budget Category	Grant Amount	Cost Share: Non-State Fund Source (Funding Match)	Additional Cost Share	Total Cost
(a) Direct Project Administration	\$0	\$0	\$25,095,648	\$25,095,648
(b) Land Purchase/ Easements	\$0	\$0	\$0	\$0
(c) Planning/ Design/ Engineering/ Environmental Documentation	\$1,000,000	\$0	\$8,315,055	\$9,315,055
(d) Construction/ Implementation	\$0	\$30,000,000	\$40,479,297	\$70,479,297
<b>TOTAL</b>	<b>\$1,000,000</b>	<b>\$30,000,000</b>	<b>\$73,890,000</b>	<b>\$104,890,000</b>

**Project 3: 2015 Integrated Watershed Protection Program**

Budget Category		Grant Amount	Cost Share: Non-State Fund Source (Funding Match)	Additional Cost Share	Total Cost
(a)	Direct Project Administration	\$0	\$0	\$0	\$0
(b)	Land Purchase/ Easements	\$0	\$2,500,000	\$2,500,000	\$5,000,000
(c)	Planning/ Design/ Engineering/ Environmental Documentation	\$54,302	\$0	\$5,379,698	\$5,434,000
(d)	Construction/ Implementation	\$5,000,000	\$6,560,000	\$8,500,000	\$20,060,000
<b>TOTAL</b>		<b>\$5,054,302</b>	<b>\$9,060,000</b>	<b>\$16,379,698</b>	<b>\$30,494,000</b>

**Project 4: Santa Ana River Conservation and Conjunctive Use Program**

Budget Category		Grant Amount	Cost Share: Non-State Fund Source (Funding Match)	Additional Cost Share	Total Cost
(a)	Direct Project Administration	\$1,000,000	\$0	\$1,000,000	\$2,000,000
(b)	Land Purchase/ Easements	\$839,000	\$0	\$200,000	\$1,039,000
(c)	Planning/ Design/ Engineering/ Environmental Documentation	\$5,274,405	\$0	\$5,367,685	\$10,642,090
(d)	Construction/ Implementation	\$47,886,595	\$30,500,000	\$9,205,214	\$87,591,809
<b>TOTAL</b>		<b>\$55,000,000</b>	<b>\$30,500,000</b>	<b>\$15,772,899</b>	<b>\$101,272,899</b>

**EXHIBIT C  
SCHEDULE**

<b>Project 1: Grant Administration</b>			
	<b>Category</b>	<b>Start Date</b>	<b>End Date</b>
<b>Task (a)</b>	<b>Direct Project Administration</b>	<b>June-15</b>	<b>December-21</b>
Task 1	Agreement Administration	June-15	December-21
Task 2	Invoicing	January-16	December-21
Task 3	Progress Reports and Project Completion Reports	January-16	December-21

<b>Project 2: Newhope-Placentia Trunk Sewer (NHP) Replacement Project</b>			
	<b>Category</b>	<b>Start Date</b>	<b>End Date</b>
<b>Task (a)</b>	<b>Direct Project Administration</b>	<b>April-14</b>	<b>December-21</b>
Task 1	Project Management	April-14	September-21
Task 2	Labor Compliance	April-14	September-21
Task 3	Reporting	April-14	December-21
<b>Task (b)</b>	<b>Land Purchase/Easement</b>	<b>n/a</b>	<b>n/a</b>
Task 4	Not Applicable	n/a	n/a
<b>Task (c)</b>	<b>Planning/Design/Engineering and Environmental Documentation</b>	<b>September-14</b>	<b>September-21</b>
Task 5	Feasibility Studies	September-14	September-16
Task 6	CEQA Documentation	n/a	n/a
Task 7	Permitting	September-14	September-18
Task 8	Design	July-15	February-19
Task 9	Project Monitoring Plan	September-14	September-21
<b>Task (d)</b>	<b>Construction/Implementation</b>	<b>April-16</b>	<b>September-21</b>
Task 10	Construction Contracting	April-16	September-21
Task 11	Construction Administration	April-16	September-21
Task 12	Construction/Implementation Activities	April-16	September-21

<b>Project 3: 2015 Integrated Watershed Protection Program</b>		<b>Start Date</b>	<b>End Date</b>
<b>Task (a)</b>	<b>Direct Project Administration</b>	<b>January-11</b>	<b>December-21</b>
Task 1	Project Management	January-11	September-21
Task 2	Labor Compliance	January-11	September-21
Task 3	Reporting	January-11	December-21
<b>Task (b)</b>	<b>Land Purchase/Easement</b>	<b>January-11</b>	<b>October-19</b>
Task 4	Land Purchase/Easement	January-11	October-19
<b>Task (c)</b>	<b>Planning/Design/Engineering and Environmental Documentation</b>	<b>January-11</b>	<b>September-21</b>
Task 5	Feasibility Studies	June-11	May-15
Task 6	CEQA Documentation	January-11	October-17
Task 7	Permitting	June-15	November-19
Task 8	Design	May-15	June-18
Task 9	Project Monitoring Plan	January-11	September-21
<b>Task (d)</b>	<b>Construction/Implementation</b>	<b>May-16</b>	<b>September-21</b>
Task 10	Construction Contracting	May-16	September-21
Task 11	Construction Administration	July-16	September-21
Task 12	Construction/Implementation Activities	December-16	September-21

<b>Project 4: Santa Ana River Conservation and Conjunctive Use Program (SARCCUP)</b>		<b>Start Date</b>	<b>End Date</b>
<b>Task (a)</b>	<b>Direct Project Administration</b>	<b>April-16</b>	<b>December-21</b>
Task 1	Project Management	April-16	September-21
Task 2	Labor Compliance	July-16	September-21
Task 3	Reporting	July-16	December-21
<b>Task (b)</b>	<b>Land Purchase/Easement</b>	<b>July-15</b>	<b>October-18</b>
Task 4	Land Purchase/Easement	July-15	October-18
<b>Task (c)</b>	<b>Planning/Design/Engineering and Environmental Documentation</b>	<b>January-15</b>	<b>September-21</b>
Task 5	Feasibility Studies	January-16	April-20
Task 6	CEQA Documentation	July-15	October-18
Task 7	Permitting	July-15	January-20
Task 8	Design	January-15	July-19
Task 9	Project Monitoring Plan	July-16	September-21
<b>Task (d)</b>	<b>Construction/Implementation</b>	<b>May-16</b>	<b>September-21</b>
Task 10	Construction Contracting	January-17	September-21
Task 11	Construction Administration	July-17	September-21
Task 12	Construction/Implementation Activities	May-16	September-21

EXHIBIT D  
STANDARD CONDITIONS

- D.1) ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:**
- a) **Separate Accounting of Funding Disbursements and Interest Records:** Grantee shall account for the money disbursed pursuant to this Grant Agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts, disbursements, and interest earned on expenditures of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
  - b) **Fiscal Management Systems and Accounting Standards:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law or this Grant Agreement.
  - c) **Disposition of Money Disbursed:** All money disbursed pursuant to this Grant Agreement shall be deposited, administered, and accounted for pursuant to the provisions of applicable law.
  - d) **Remittance of Unexpended Funds:** Grantee shall remit to State any unexpended funds that were disbursed to Grantee under this Grant Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant Agreement, whichever comes first.
- D.2) ACKNOWLEDGEMENT OF CREDIT:** Grantee shall include appropriate acknowledgement of credit to the State and to all cost-sharing partners for their support when promoting the Projects or using any data and/or information developed under this Grant Agreement. During construction of each project, Grantee shall install a sign at a prominent location, which shall include a statement that the project is financed under the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, administered by State of California, Department of Water Resources. Grantee shall notify State that the sign has been erected by providing them with a site map with the sign location noted and a photograph of the sign.
- D.3) AIR OR WATER POLLUTION VIOLATION:** Under State laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to §13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
- D.4) AMENDMENT:** This Grant Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. State shall have no obligation to agree to an amendment.
- D.5) AMERICANS WITH DISABILITIES ACT:** By signing this Grant Agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C., 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
- D.6) APPROVAL:** This Agreement is of no force or effect until signed by all parties to the agreement. Grantee may not submit invoices or receive payment until all required signatures have been obtained.
- D.7) AUDITS:** State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of Projects, with the costs of such audit borne by State. After completion of the Projects, State may require Grantee to conduct a final audit to State's specifications, at Grantee's expense, such audit to be conducted by and a report prepared by an independent

Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may elect to pursue any remedies provided in Paragraph 14 or take any other action it deems necessary to protect its interests.

Pursuant to Government Code §8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three years after final payment under this Grant Agreement with respect to all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after project completion or final billing, whichever comes later.

- D.8) BUDGET CONTINGENCY:** If the Budget Act of the current year covered under this Grant Agreement does not appropriate sufficient funds for the Proposition 84 Implementation Grant Program, this Grant Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Grant Agreement. In this event, State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement. Nothing in this Grant Agreement shall be construed to provide Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant Agreement is reduced or deleted by the Budget Act for purposes of this program, State shall have the option to either cancel this Grant Agreement with no liability occurring to State, or offer a Grant Agreement amendment to Grantee to reflect the reduced amount.
- D.9) CALIFORNIA CONSERVATION CORPS:** As required in Water Code §79038(b), Grantee shall examine the feasibility of using the California Conservation Corps or community conservation corps to accomplish the habitat restoration, enhancement and protection activities listed in the Exhibit A, Work Plan, and shall use the services of one of these organizations whenever feasible.
- D.10) CEQA:** Activities funded under this Grant Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA) (Public Resources Code §21000 et seq.). Information on CEQA may be found at the following links:  
Environmental Information: <http://resources.ca.gov/ceqa/>  
California State Clearinghouse Handbook:  
[https://www.opr.ca.gov/docs/SCH\\_Handbook\\_2012.pdf](https://www.opr.ca.gov/docs/SCH_Handbook_2012.pdf)
- D.11) CHILD SUPPORT COMPLIANCE ACT:** For any Grant Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code §7110, that:
- a) The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with §5200) of Part 5 of Division 9 of the Family Code; and
  - b) The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.12) CLAIMS DISPUTE:** Any claim that the Grantee may have regarding performance of this agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the State's Project Manager, within thirty (30) calendar days of the Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
- D.13) COMPETITIVE BIDDING AND PROCUREMENTS:** Grantee shall comply with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations in Grantee's contracts with other entities for acquisition of goods and services and construction of public works with funds provided by State under this Grant Agreement.

- D.14) COMPUTER SOFTWARE:** Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.15) CONFLICT OF INTEREST:** All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code, §1090 and Public Contract Code, §10410 and §10411, for State conflict of interest requirements.
- a) **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
  - b) **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
  - c) **Employees of the Grantee:** Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Government Code §87100 *et seq.*
  - d) **Employees and Consultants to the Grantee:** Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.16) DELIVERY OF INFORMATION, REPORTS, AND DATA:** Grantee agrees to expeditiously provide throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by State.
- D.17) DISPOSITION OF EQUIPMENT:** Grantee shall provide to State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.
- D.18) DRUG-FREE WORKPLACE CERTIFICATION:** Certification of Compliance: By signing this Grant Agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code §8350 *et seq.*) and have or will provide a drug-free workplace by taking the following actions:
- a) Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code §8355(a)(1).



- b) Establish a Drug-Free Awareness Program, as required by Government Code §8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:
    - i) The dangers of drug abuse in the workplace,
    - ii) Grantee's policy of maintaining a drug-free workplace,
    - iii) Any available counseling, rehabilitation, and employee assistance programs, and
    - iv) Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
  - c) Provide, as required by Government Code §8355(a)(3), that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
    - i) Will receive a copy of Grantee's drug-free policy statement, and
    - ii) Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.
- D.19) FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL:** Upon completion of the Project, Grantee shall provide for a final inspection and certification by the appropriate registered professional (California Registered Civil Engineer or Geologist) that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement. Grantee shall notify the State's Project Manager of the inspection date at least 14 calendar days prior to the inspection in order to provide State the opportunity to participate in the inspection.
- D.20) GRANTEE COMMITMENTS:** Grantee accepts and agrees to comply with all terms, provisions, conditions and commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
- D.21) GRANTEE NAME CHANGE:** Approval of the State's Program Manager is required to change the Grantee's name as listed on this Grant Agreement. Upon receipt of legal documentation of the name change the State will process an amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
- D.22) GOVERNING LAW:** This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.23) INDEMNIFICATION:** Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Projects and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insured on their liability insurance for activities undertaken pursuant to this Agreement.
- D.24) INDEPENDENT CAPACITY:** Grantee, and the agents and employees of Grantees, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.25) INSPECTION OF BOOKS, RECORDS, AND REPORTS:** During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.
- D.26) INSPECTIONS OF PROJECT BY STATE:** State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with State.

- D.27) INVOICE DISPUTES:** In the event of an invoice dispute, payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided may result in return of the invoice to the Grantee. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. Any claim that Grantee may have regarding the performance of this Grant Agreement including, but not limited to claims for additional compensation or extension of time, shall be submitted to the DWR Project Manager within thirty (30) calendar days of Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to the Grant Agreement to implement the terms of any such resolution.
- D.28) LABOR CODE COMPLIANCE:** The Grantee will be required to keep informed of and take all measures necessary to ensure compliance with applicable Labor Code requirements, including, but not limited to, §1720 *et seq.* of the Labor Code regarding public works, limitations on use of volunteer labor (Labor Code §1720.4), labor compliance programs (Labor Code §1771.5) and payment of prevailing wages for work done and funded pursuant to these Guidelines, including any payments to the Department of Industrial Relations under Labor Code §1771.3.
- D.29) NONDISCRIMINATION:** During the performance of this Grant Agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of 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 Fair Employment and Housing Act (Government Code §12990 (a-f) *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, §7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.
- D.30) NO DISCRIMINATION AGAINST DOMESTIC PARTNERS:** For contracts over \$100,000 executed or amended after January 1, 2007, the Grantee certifies by signing this Grant Agreement, under penalty of perjury under the laws of State of California that Grantee is in compliance with Public Contract Code §10295.3.
- D.31) OPINIONS AND DETERMINATIONS:** Where the terms of this Grant Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.32) PERFORMANCE AND ASSURANCES:** Grantee agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in Exhibit A (Work Plan) and to apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law.
- D.33) PRIORITY HIRING CONSIDERATIONS:** If this Grant Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant Agreement to qualified recipients of aid under Welfare and Institutions Code §11200 in accordance with Public Contract Code §10353.
- D.34) 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

Projects, or with Grantee's service of water, without prior permission of State. Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee to meet its obligations under this Grant Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.

- D.35) REMEDIES NOT EXCLUSIVE:** The use by either party of any remedy specified herein for the enforcement of this Grant Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.36) RETENTION:** Notwithstanding any other provision of this Grant Agreement, State shall, for each project, withhold five percent (5.0%) until January 1, 2018 and ten percent (10.0%), thereafter, of the funds requested by Grantee for reimbursement of Eligible Costs. Each project in this Grant Agreement will be eligible to release its respective retention when that project is completed and Grantee has met requirements of Paragraph 19, "Submissions of Reports", except in the case of the last project to be completed under this Grant Agreement, in which case retention for such project will not be disbursed until the "Grant Completion Report" is submitted to and approved by State. State shall disburse retained funds to the Grantee.
- D.37) RIGHTS IN DATA:** Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act., Government Code §6250 *et seq.* Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to State for financial support. Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.38) SEVERABILITY:** Should any portion of this Grant Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant Agreement shall continue as modified.
- D.39) STATE REVIEWS:** The parties agree that review or approval of projects applications, documents, permits, plans, and specifications or other project information by the State is for administrative purposes only and does not relieve the Grantee of their responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the projects.
- D.40) SUSPENSION OF PAYMENTS:** This Grant Agreement may be subject to suspension of payments or termination, or both, and Grantee may be subject to debarment if the State determines that:
- a) Grantee, its contractors, or subcontractors have made a false certification, or
  - b) Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant Agreement.
- D.41) SUCCESSORS AND ASSIGNS:** This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.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 14, the State may terminate this Grant Agreement and be relieved of any payments should Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 14.

- D.44) **TERMINATION WITHOUT CAUSE:** The State may terminate this Grant Agreement without cause on 30 calendar days advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.45) **THIRD PARTY BENEFICIARIES:** The parties to this Grant Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.46) **TIMELINESS:** Time is of the essence in this Grant Agreement.
- D.47) **TRAVEL:** Grantee agrees that travel and per diem costs shall NOT be eligible for reimbursement with State funds, and shall NOT be eligible for computing Grantee cost match. Travel includes the costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Grant Agreement.
- D.48) **WAIVER OF RIGHTS:** None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.
- D.49) **WORKERS' COMPENSATION:** Grantee affirms that it is aware of the provisions of §3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Grant Agreement and will make its contractors and subcontractors aware of this provision.

**EXHIBIT E  
AUTHORIZING RESOLUTION**

**RESOLUTION NO. 2015-06**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF  
THE SANTA ANA WATERSHED PROJECT AUTHORITY  
AUTHORIZING PREPARATION AND SUBMITTAL OF AN APPLICATION  
TO THE CALIFORNIA DEPARTMENT OF WATER RESOURCES (DWR)  
TO OBTAIN AN INTEGRATED REGIONAL WATER MANAGEMENT  
IMPLEMENTATION GRANT; AND AUTHORIZATION TO ENTER INTO AN  
AGREEMENT WITH DWR**

**WHEREAS**, the Santa Ana Watershed Project Authority is recognized by the State of California as the regional planning agency to coordinate, prepare, and implement Integrated Regional Water Management;

**WHEREAS**, the agency recently conducted a process as part of its One Water One Watershed 2015 Implementation solicitation where three projects as part of an overall project portfolio were identified and selected for funding that would provide horizontal and vertical integration between water resource agencies and provide multiple benefits to the Santa Ana River Watershed;

**WHEREAS**, the Santa Ana Watershed Project Authority has demonstrated that the project portfolio has been vetted through the Santa Ana Funding Area's Regional Water Management Group;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Commissioners of the Santa Ana Watershed Project Authority (SAWPA) hereby resolves as follows:

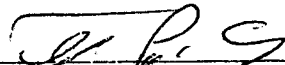
**Section 1.** Staff is authorized and directed to prepare, sign and submit an application to the California Department of Water Resources (DWR) to obtain a 2015 Integrated Regional Water Management Implementation Grant pursuant to the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Public Resource Code Section 75001 *et seq.*); and

**Section 2.** Staff is authorized to enter into an agreement with DWR to receive grant funding for the One Water One Watershed 2015 Implementation project portfolio; and,

**Section 3.** The General Manager is hereby authorized and directed to prepare the necessary data, conduct investigations, file such application, and execute the grant agreement with DWR.

**ADOPTED** this 7th day of July, 2015.

**SANTA ANA WATERSHED PROJECT AUTHORITY**

By:   
Thomas P. Evans, Chair

Attest:  
By:   
Kelly Berry, CMC, Clerk of the Board

**EXHIBIT F  
LOCAL PROJECT SPONSORS**

Grantee has assigned, for each project, a Local Project Sponsor according to the roles of the participating agencies identified in the IRWM Plan. Local Project Sponsors may act on behalf of Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. Local Project Sponsors are identified for each Sponsored Project below:

<b>Sponsored Project</b>	<b>Sponsor Agency</b>	<b>Agency Address</b>
Project 1 – Grant Administration	Santa Ana Watershed Project Authority	11615 Sterling Avenue Riverside CA 92503
Project 2 – Newhope-Placentia Trunk Sewer (NHP) Replacement Project 2-72	Orange County Sanitation District	10844 Ellis Avenue Fountain Valley, CA 92708
Project 3 – 2015 Integrated Watershed Protection Program	Riverside County Flood Control and Water Conservation District (RCFCWCD)	1995 Market Street Riverside, CA 92501
Project 4 – Santa Ana River Conservation and Conjunctive Use Program (SARCCUP)	Santa Ana Watershed Project Authority	11615 Sterling Avenue Riverside CA 92503
	Eastern Municipal Water District	2270 Trumble Road Perris, CA 92570
	Inland Empire Utilities Agency	6075 Kimball Avenue Chino, CA 91708
	Orange County Water District	18700 Ward Street Fountain Valley, CA 92708
	San Bernardino Valley Municipal Water District	380 East Vanderbilt Way San Bernardino, CA 92408
	Western Municipal Water District	14205 Meridian Parkway Riverside, CA 92518

**EXHIBIT G**  
**REPORT FORMATS AND REQUIREMENTS**

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

**PROGRESS REPORTS**

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information. For each project, discuss the following at the task level, as organized in Exhibit A (Work Plan):

- Percent complete estimate.
- Discussion of work accomplished during the reporting period.
- Milestones or deliverables completed/submitted during the reporting period.
- Scheduling concerns and issues encountered that may delay completion of the task.

For each project, discuss the following at the project level, as organized in Exhibit A (Work Plan):

- Work anticipated for the next reporting period.
- Photo documentation, as appropriate.
- Any schedule or budget modifications approved by DWR during the reporting period.

**PROJECT COMPLETION REPORT**

Project Completion Reports shall generally use the following format.

**Executive Summary**

Should include a brief summary of project information and include the following items:

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

**Reports and/or Products**

The following items should be provided, unless already submitted as a deliverable:

- Provide a copy of any final technical report or study, produced for this project as described in the Work Plan, if applicable
- Electronic copies of any data collected, not previously submitted
- As-built drawings
- Final geodetic survey information
- Project photos
- Discussion of problems that occurred during the work and how those problems were resolved
- A final project schedule showing actual progress versus planned progress

**Costs and Dispositions of Funds**

A list of showing:

- Summary of project cost including the following items:
  - Accounting of the cost of project expenditure;
  - Include all internal and external costs not previously disclosed (i.e., additional cost share); and
  - A discussion of factors that positively or negatively affected the project cost and any deviation from the original project cost estimate.

**Additional Information**

- Benefits derived from the project, with quantification of such benefits provided, if applicable.
- A final project schedule showing actual progress versus planned progress as shown in Exhibit C.
- Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate) that the project was conducted in accordance with the approved work plan and any approved modifications thereto.
- Submittal schedule for the Post Performance Report.

**GRANT COMPLETION REPORT**

The Grant Completion Report shall generally use the following format. This format may be modified as necessary to effectively communicate information on the various projects in the IRWM Program funded by this Grant Agreement, and includes the following:

**Executive Summary**

The Executive Summary consists of a maximum of twenty (20) pages summarizing information for the grant as well as the individual projects.

**Reports and/or products**

- Summary of the regional priorities, objectives, and water management strategies of the IRWM Plan.
- Brief comparison of work proposed in the original Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 IRWM Implementation Grant application and actual work done.
- Brief description of the projects completed and how they will further the goals identified in the Agency's final approved IRWM Plan.
- Describe how the implemented projects will meet the regional priorities identified in the final approved IRWM Plan and how the projects contribute to regional integration.
- Identify remaining work and mechanism for their implementation.
- Identify any changes to the IRWM Plan as result of project implementation.
- If applicable, a short discussion on how the IRWM Plan will assist in reducing dependence on Delta water supplies.
- If applicable, a discussion of the critical water supply or water quality benefits to DAC as part of this Grant Agreement.

**Cost & Disposition of Funds Information**

- A summary of final funds disbursement for each project.

**Additional Information**

- Summary of the submittal schedule for the Post Performance Reports for each of the projects in this Grant Agreement.

**POST-PERFORMANCE REPORT**

Report should be concise, and focus on how (each/the) project is actually performing compared to its expected performance; whether the project is being operated and maintained, and providing intended benefits as proposed.

**Reports and/or products**

- Time period of the annual report (e.g., January 2015 through December 2015)
- Short project description
- Discussion of the project benefits
- An assessment of any explanations for any differences between the expected versus actual project benefits in meeting IRWM priorities as stated in the original IRWM Implementation Grant application. Where applicable, the reporting should include quantitative metrics, i.e., new acre-feet of water produced that year, acres of wildlife habitat added, etc.



- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
- Continued reporting on meeting the Output Indicators and Targets discussed in the Project Monitoring Plan discussed in Paragraph 21 of this Grant Agreement.
- Any additional information relevant to or generated by the continued operation of the project.

**EXHIBIT H**  
**REQUIREMENTS FOR STATEWIDE MONITORING AND DATA SUBMITTAL**

**Surface and Groundwater Quality Data**

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

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

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program. Information on the GAMA Program can be obtained at: [http://www.waterboards.ca.gov/gama/geotracker\\_gama.shtml](http://www.waterboards.ca.gov/gama/geotracker_gama.shtml). If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program.

**Groundwater Level Data**

Grantee shall submit to DWR groundwater level data collected as part of this grant. Water level data must be submitted using the California Statewide Groundwater Elevation Monitoring (CASGEM) online data submission system. Grantee should use their official CASGEM Monitoring Entity or Cooperating Agency status to gain access to the online submittal tool and submit data. If the data is from wells that are not part of the monitoring network, the water level measurements should be classified as voluntary measurements in the CASGEM system. If the grantee is not a Monitoring Entity or Cooperating Agency, please contact your DWR grant project manager for further assistance with data submittal. The activity of data submittal should be documented in appropriate progress or final project reports, as described in Exhibit G. Information regarding the CASGEM program can be found at <http://www.water.ca.gov/groundwater/casgem/>.

**EXHIBIT I**  
**STATE AUDIT DOCUMENT REQUIREMENTS AND FUNDING MATCH GUIDELINES**  
**FOR GRANTEES**

**State Audit Document Requirements**

The list below details the documents/records that State Auditors typically reviewed in the event of a Grant Agreement being audited. Grantees should ensure that such records are maintained for each State funded Program/Project. Where applicable, this list of documents also includes documents relating to the Grantee's funding match which will be required for audit purposes.

Internal Controls:

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

State Funding:

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

Contracts:

1. All subcontractor and consultant contracts and related, if applicable.
2. Contracts between the Grantee, member agencies, and project partners as related to the State funded Program/Project.

Invoices:

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

Cash Documents:

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

Accounting Records:

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

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Grantee staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Grantee's

Project Files:

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

**Funding Match Guidelines**

Funding Match consists of non-State funds including in-kind services. In-kind services are defined as work performed or items contributed (i.e., dollar value of non-cash contributions) by the Grantee (and potentially other parties involved) directly related to the execution of Exhibit A (Work Plan) (examples: volunteer services, equipment use, and facilities). The cost of in-kind service can be counted as funding match in-lieu of actual funds (or revenue) provided 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 Grant Agreement Exhibit A (Work Plan))
  - c. Name of contributing organization and date of contribution
  - d. Real or approximate value of contribution. Who valued the contribution and how the value was determined? (e.g., actual, appraisal, fair market value, etc.). Justification of rate. (See item #2, below)
  - e. For contributed labor, the person's name, the work performed, the number of hours contributed, and the pay rate applied
  - f. If multiple sources exist, these should be summarized on a table with summed charges
  - g. Source of contribution and whether 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 Grant Agreement Work Plan. 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 State funded Program/Project under the Grant Agreement.
4. Cash contributions made to a Program/Project shall be documented as revenue and in-kind services as expenditure. These costs should be tracked separately in the Grantee's accounting systems.

**EXHIBIT J**  
**PROJECT MONITORING PLAN GUIDANCE**

**Introduction**

Please include a brief description of the project (maximum ~150 words) including project location, implementation elements, and need for project (what problem will the project address).

**Project Monitoring Plan Components**

The Project Monitoring Plan should contain responses to the following questions:

- What are the anticipated project physical benefits?
- What are the corresponding numeric targets for each project benefit?
- How will proposed numeric targets be measured?
- What are baseline conditions?
- When will the targets be met (upon project completion, five years after completion, etc.)
- How often will monitoring be undertaken (monthly yearly, etc.).
- Where are monitoring point locations (ex: meter located at..., at stream mile...)? Include relevant maps.
- How will the project be maintained (ex: irrigation, pest management, weed abatement..)?
- What will be the frequency and duration of maintenance proposed activities?
- Are there any special environmental considerations (e.g., resource agency requirements, permit requirements, CEQA/NEPA mitigation measures)?
- Who is responsible for collecting the samples (who is conducting monitoring and/or maintenance)?
- How, and to whom, will monitoring results be reported (e.g.: paper reports, online databases, public meetings)?
- What adaptive management strategies will be employed if problems are encountered during routine monitoring or maintenance?
- What is the anticipated life of the project?