



**SUBMITTAL TO THE BOARD OF DIRECTORS
RIVERSIDE COUNTY REGIONAL PARK
AND OPEN-SPACE DISTRICT
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
13.1
(ID # 3793)

MEETING DATE:

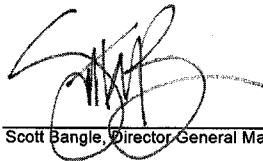
Tuesday, March 21, 2017

FROM : REGIONAL PARK & OPEN SPACE DISTRICT:

SUBJECT: REGIONAL PARK AND OPEN-SPACE DISTRICT: Approval of the Proposition 84 Integrated Regional Water Management Implementation Subgrant Agreement with Rancho California Water District; District 3; [\$409,211]

RECOMMENDED MOTION: That the Board of Directors:

1. Approve the Subgrant Agreement between the Regional Park and Open-Space District (District) and the Rancho California Water District (RCWD); and
2. Authorize the Chairperson to execute three (3) copies of the Agreement; and
3. Authorize the General Manager, or designee, to take all actions necessary to administer the Agreement and execute future ministerial amendments that do not fundamentally change the scope or intent of the original agreement; and
4. Direct the Clerk of the Board to return two (2) copies of the Agreement to the District for transmittal and approval from RCWD.



Scott Bangle, Director General Manager / Park Director

3/13/2017

MINUTES OF THE BOARD OF DIRECTORS

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

Ayes: Jeffries, Tavaglione and Washington
Nays: None
Absent: Ashley
Date: March 21, 2017
xc: Parks

Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

**SUBMITTAL TO THE BOARD OF DIRECTORS RIVERSIDE COUNTY REGIONAL PARK
AND OPEN-SPACE DISTRICT
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$59,211	\$ 350,000	\$409,211	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Park Acq&Dev-Grants Fund 33110 \$300,000; Park Acq&Dev-District Fund 33100 \$109,211			Budget Adjustment: No For Fiscal Year: FY16-17	

BACKGROUND:

Summary

The Integrated Regional Water Management (IRWM) Grant Program is a competitive grant program with funding provided by the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coast Protection Bond Act of 2006 (Proposition 84). The program is administered by the Department of Water Resources (DWR) to award funds to local public agencies and non-profit organizations, for projects and programs to improve water supply reliability and improve and protect water quality.

On August 7, 2015, Rancho California Water District (RCWD) submitted an application and was subsequently awarded funds under the IRWM Grant Program for four (4) component water enhancement projects throughout the Upper Santa Margarita Watershed, as specified in the IRWM Plan, to be carried out by various public agencies with authority and responsibility for water facilities and programs. Riverside County Parks Turf Reduction Program (Project) was one of the included projects. DWR requires the grant agreement be entered into with a single eligible grant recipient. RCWD is willing to serve as the single grantee under the grant agreement with the State, to enter into subgrant agreements with project proponents for State-approved project components in the IRWM Plan and grant application and to act as the administrator of the grant. Riverside County Regional Park and Open-Space District (District) wishes to enter into a subgrant agreement with RCWD to complete the Project at Lake Skinner Recreation Area.

The intended outcome of the Project is to reduce regional dependence on imported water while providing native habitat for a variety of local wildlife and educating more than 300,000 park visitors annually on the importance of water conservation and drought preparedness. With the frequent recurrence of drought conditions in California, the District is committed to doing its part to ensure water is used wisely and efficiently.

The major physical components of the Project include: (1) removal of some existing turf areas, (2) installation of drought tolerant native plants and trees, (3) installation of permeable ground cover to allow infiltration of rain water, (4) retrofitting of existing irrigation systems for water use efficiency, and (5) installation of interpretive signage intended to educate park visitors about water conservation.

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Impact on Citizens and Businesses

This project will address a current need of the region by reducing potable water consumption at Lake Skinner Recreation Area, which in turn will reduce dependency on imported water from the San Francisco Bay Delta and the Colorado River. The project will also educate park visitors on the importance of conserving water in their day-to-day lives.

SUPPLEMENTAL:

Additional Fiscal Information

The total project cost is estimated at \$409,211. The proposed subgrant agreement will provide \$300,000 to Park Acq&Dev-Grants Fund 33110 to reimburse project costs. The balance of \$109,211 will be paid by District CIP fund balance in Park Acq&Dev-District Fund 33100 in fulfillment of the grant's funding match requirement. The District anticipates a reduction in ongoing costs for water utilities and maintenance to offset the cost of the Project over time.

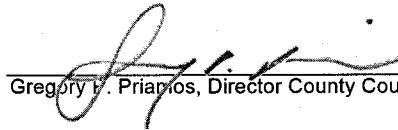
Attachments:

Subgrant Agreement – Rancho California Water District

Exhibit 1 – Grant Agreement between the State of California (Department of Water Resources) and Rancho California Water District


Alex Gann

3/14/2017



Gregory V. Priarios, Director County Counsel

3/13/2017

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

AGREEMENT
FOR THE
INTEGRATED REGIONAL WATER MANAGEMENT PROGRAM
BETWEEN RANCHO CALIFORNIA WATER DISTRICT AND
RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

This 2015 Proposition 84 Integrated Regional Water Management Implementation Subgrant Agreement ("AGREEMENT") is made this _____ day of _____ 2017, between Rancho California Water District, a public corporation (hereinafter referred to as "DISTRICT"), and the Riverside County Regional Park and Open-Space District, (hereinafter called "SUBGRANTEE") (sometimes collectively referred to as the "PARTIES"), regarding the approved grant funded project component known as the Riverside County Parks Turf Reduction Program. This AGREEMENT sets forth the understanding of the DISTRICT and the SUBGRANTEE for distribution of a grant award from the Department of Water Resources of the State of California (State).

RECITALS

WHEREAS, on November 2006, California voters approved Proposition 84, the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 to assists in financing projects associated with the Upper Santa Margarita Watershed Integrated Regional Water Management (IRWM) Plans pursuant to Chapter 8 (commencing with Section 79860) Division 26.5 of the California Water Code (CWC), hereinafter collectively referred to as "IRWM Program";

WHEREAS, the IRWM Plan Update of the Upper Santa Margarita Watershed (USWM) was adopted by resolution of each USWM Regional Water Management Group agency, specifically Riverside County Flood Control and Water Conservation District, the County of Riverside, and the District (hereinafter referred to as the Regional Water Management Group [RWMG]) in the USMW region in May 2014;

WHEREAS, on November 12, 2015, a new Memorandum of Understanding (MOU) was executed among the RWMG agencies for the IRWM Grant Program through December 31, 2020. The MOU establishes the RWMG agency roles regarding the USMW IRWM Plan, the application for and management of grants, and authorizes the District to prepare grant applications, execute grant agreements, and contract to disburse funds to designated partners or sub-grantees;

WHEREAS the DISTRICT submitted a grant application to the California State Department of Water Resources ("State") for a 2015 Proposition 84 Integrated Regional Water Management Implementation Grant for 4 component water enhancement projects throughout the Upper Santa Margarita Watershed, as specified in the IRWM Plan, to be carried out by various public agencies with authority and responsibility for water facilities and programs;

WHEREAS, the State has approved the grant application of the DISTRICT, on behalf of the USWM Regional Water Management Group, and requires that the grant agreement be entered into with a single eligible grant recipient;

WHEREAS, DISTRICT is an eligible grant recipient, and is willing to serve as the single grantee under the grant agreement with the State, to enter into subgrant agreements with project proponents for State-approved project components in the IRWM Plan and grant application and to act, with the assistance of a contractor, as the administrator of the grant;

WHEREAS, SUBGRANTEE has requested that DISTRICT perform the function of grantee under the grant;

WHEREAS, SUBGRANTEE wishes to carry out the approved grant project component known as the Riverside County Parks Turf Reduction Program ("THE PROJECT COMPONENT") and consents to implementing THE PROJECT COMPONENT through this AGREEMENT with DISTRICT;

WHEREAS, SUBGRANTEE is willing to pay its share of DISTRICT's costs in administering the grant; and

WHEREAS, SUBGRANTEE is willing to meet all requirements under the grant agreement for THE PROJECT COMPONENT, including providing matching funds or in-kind match activities.

For valuable consideration, the receipt of which is hereby acknowledged, IT IS MUTUALLY AGREED BY THE PARTIES THAT:

1. DISTRICT shall act as grantee under the 2015 Proposition 84 Integrated Regional Water Management Implementation Grant Program and shall, as an eligible grant recipient, enter into the grant agreement with the State ("Grant Agreement"), attached hereto as Exhibit 1 and incorporated herein by reference, to implement approved project components in the IRWM Plan Update of the Upper Santa Margarita Watershed and to administer grant requirements. DISTRICT may contract with third parties for the administrative services called for in the Grant Agreement.

2. DISTRICT shall reimburse grant funds to SUBGRANTEE for work on THE PROJECT COMPONENT for activities completed in accordance with the terms of the Grant Agreement, but only upon receipt of grant funds for that work from the State.

3. DISTRICT shall timely submit to the State invoices, reports, and assurances received from SUBGRANTEE prepared to meet the accounting, reporting and other requirements in the Grant Agreement for THE PROJECT COMPONENT.

4. DISTRICT shall maintain accounts for THE PROJECT COMPONENT in accordance with the Grant Agreement.

5. a) SUBGRANTEE shall carry out, build and/or perform and operate and maintain THE PROJECT COMPONENT in accordance with all requirements for THE PROJECT COMPONENT set forth in the Grant Agreement. Wherever this AGREEMENT refers to the Grant Agreement, it shall mean the Grant Agreement attached hereto as Exhibit 1, including all exhibits thereto, and any amendment or modification of Exhibit 1. SUBGRANTEE shall fulfill all assurances, declarations, representations and commitments made by SUBGRANTEE in support of SUBGRANTEE's request for grant funds. SUBGRANTEE shall meet all requirements and limitations of the Grant Agreement for THE PROJECT COMPONENT.

b) SUBGRANTEE shall immediately provide notice to DISTRICT's representative in the

event SUBGRANTEE wishes to alter the schedule, materials, methods or deliverables related to THE PROJECT COMPONENT as set forth in the Grant Agreement. DISTRICT shall timely forward SUBGRANTEE's request for alteration to the State for its consideration.

c) As DISTRICT is acting as grantee under the Grant Agreement, SUBGRANTEE's questions and other communications related to the Grant Agreement or performance of work under the Grant Agreement shall be directed to the DISTRICT's representatives for resolution with the State.

6. a) SUBGRANTEE shall pay or cause to be paid and provide all required grant matching funds or in-kind matching services for THE PROJECT COMPONENT and shall provide all necessary environmental review and obtain all required permits, licenses, and approvals for performing any work in connection with THE PROJECT COMPONENT, including those necessary to perform design, construction, and operation and maintenance of THE PROJECT COMPONENT.

b) DISTRICT and SUBGRANTEE agree that the initial budget for THE PROJECT COMPONENT is:

2015 Proposition 84 IRWM Implementation Grant	Match	Additional Cost Share	Total
\$300,000	\$109,211	\$0	\$409,211

This budget may be adjusted in accordance with the Grant Agreement.

7. SUBGRANTEE shall be responsible for complying with all applicable California Labor Code requirements, including but not limited to, public works requirements (Labor Code §1720 *et seq.*), 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 pursuant to this AGREEMENT, including any payments to the Department of Industrial Relations under Labor Code §1771.3.

8. SUBGRANTEE shall comply with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations in its contracts with other entities for acquisition of goods and services and construction of public works with funds provided pursuant to this AGREEMENT.

9. To the extent permitted by law, SUBGRANTEE shall fully indemnify, defend, and hold the DISTRICT, its officers, employees and agents, free and harmless from any and all claims, costs, damages, investigations, arbitrations, lawsuits, and expenses, including attorney's fees, judgments, awards or liabilities arising out of the negligence or willful misconduct of SUBGRANTEE relating to SUBGRANTEE'S obligations under this AGREEMENT or SUBGRANTEE's work on THE PROJECT COMPONENT.

10. For reimbursement of expenditures made by the DISTRICT for ongoing grant administration services performed on behalf of the SUBGRANTEE during implementation of the PROJECT COMPONENT, the DISTRICT will be entitled to money allocated within the Grant Agreement's budget for Direct Project Administration.

11. In accordance with the "GRANTEE'S RESPONSIBILITY" provision of the Grant Agreement

between the State and DISTRICT, THE PARTIES agree that SUBGRANTEE shall comply with all applicable laws, policies and regulations in carrying out this AGREEMENT or THE PROJECT COMPONENT.

12. By signing this AGREEMENT, SUBGRANTEE and its contractors or subcontractors certify, under penalty of perjury under the laws of the State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (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. SUBGRANTEE'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 AGREEMENT:
 - i. Will receive a copy of SUBGRANTEE'S drug-free policy statement, and
 - ii. Will agree to abide by terms of SUBGRANTEE'S condition of employment, contract, or subcontract.

13. During the performance of this AGREEMENT, SUBGRANTEE 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 medical and family care leave or pregnancy disability leave. SUBGRANTEE and its contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. SUBGRANTEE and its contractors and 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 thereunder (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. SUBGRANTEE and its contractors and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other

agreement. SUBGRANTEE shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.

14. SUBGRANTEE affirms that it is aware of the provisions of Labor Code §3700, 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 SUBGRANTEE affirms that it will comply with such provisions before commencing the performance of the work under this AGREEMENT and will make its contractors and subcontractors aware of this provision.

15. DISTRICT guarantees that all monies it receives for THE PROJECT COMPONENT from the State under the Grant Agreement shall solely and exclusively be used for the purposes set out in this AGREEMENT for THE PROJECT COMPONENT; provided, however, that DISTRICT shall not be responsible for any money paid out as a result of fraud, forgery or misrepresentation.

16. DISTRICT shall have no responsibility for maintenance of or insurance for THE PROJECT COMPONENT.

17. DISTRICT is not acting as a surety. This AGREEMENT is not a performance, payment, completion or labor and materials bond. DISTRICT does not guarantee or warrant that construction of THE PROJECT COMPONENT will proceed, be completed, or that the grant funds for THE PROJECT COMPONENT will be sufficient to meet incurred expenses. DISTRICT does not guarantee or warrant the plans and specifications for THE PROJECT COMPONENT. DISTRICT does not guarantee or warrant any estimated construction costs or budgets set forth in either the grant application or Grant Agreement. DISTRICT shall have no responsibility for any aspect of bidding and the selection of contractors and subcontractors to perform any aspect of the work of THE PROJECT COMPONENT under this AGREEMENT. Instead, DISTRICT is only acting as a conduit: 1) for transfer of grant monies to SUBGRANTEE for THE PROJECT COMPONENT in furtherance of the Grant Agreement and 2) for the transmission of invoices, reports, financial information and State disclosure assurances and other information required by the Grant Agreement to be transmitted from the SUBGRANTEE to the State.

18. DISTRICT does not guarantee or warrant that it will pay any invoice submitted by SUBGRANTEE until monies for approved invoices have actually been transmitted by the State to DISTRICT. DISTRICT assumes no liability to any entity, including but not limited to, SUBGRANTEE, and any contractors and subcontractors on THE PROJECT COMPONENT for any delays by the State in approval or transmittal of grant monies to DISTRICT.

19. THE PARTIES agree that if SUBGRANTEE abandons carrying out THE PROJECT COMPONENT or fails to cure any breach of this AGREEMENT within 30 days of receipt of a Notice of Breach from DISTRICT, then DISTRICT may, in its sole discretion, serve written notice to SUBGRANTEE that DISTRICT intends to terminate this AGREEMENT due to SUBGRANTEE's breach. If the breach is not timely and reasonably cured within 30 days of DISTRICT'S Notice of Intent to Terminate, DISTRICT may terminate this AGREEMENT.

20. It is agreed by THE PARTIES that: (a) if any applicable Federal or State budget act of the current year and/or any subsequent years does not appropriate sufficient funds for the grant, or (b) if the State otherwise exercises its right to withhold grant funding for the PROJECT COMPONENT, then this AGREEMENT shall be of no force and effect and shall terminate if the Grant Agreement is canceled by the State. In this event, except for those monies already received from State and

approved for payment for work on THE PROJECT COMPONENT, DISTRICT shall have no liability to transmit any monies for work on THE PROJECT COMPONENT to SUBGRANTEE. SUBGRANTEE agrees to indemnify and defend and hold DISTRICT harmless from any claims asserted against DISTRICT by any entity in the event that the applicable Federal or State budget act does not appropriate sufficient funds for THE PROJECT COMPONENT.

21. Upon completion of construction or performance of THE PROJECT COMPONENT or termination of this AGREEMENT, DISTRICT shall: 1) disburse to SUBGRANTEE any remaining sums of money in the account approved by the State for payment to SUBGRANTEE, which have not already been disbursed by DISTRICT to SUBGRANTEE, and 2) distribute pro rata refunds to SUBGRANTEE of unexpended administrative cost contributions.

22. SUBGRANTEE shall proceed with all reasonable diligence in: (i) the commencement and completion of THE PROJECT COMPONENT; (ii) submission of written reports, financial information, insurance, bonds, and assurances required by the Grant Agreement for THE PROJECT COMPONENT; and (iii) submittal of requests for payment fully compliant with the Grant Agreement, and accompanied by written verification under penalty of perjury that the request for payment is truthful and accurate and the described costs have all been incurred solely for THE PROJECT COMPONENT.

23. SUBGRANTEE shall comply with all applicable State and Federal conflict of interest laws, including but not limited to Government Code §1090 and Public Contract Code §§10410 and 10411.

24. DISTRICT shall not be obligated to recognize any assignment of this AGREEMENT by SUBGRANTEE to any third party, except as agreed to in writing by both DISTRICT and SUBGRANTEE.

25. Should any provision of this AGREEMENT be found invalid, such invalidity shall not, in any way, affect the remaining provisions of this AGREEMENT.

26. This AGREEMENT is only for the benefit of THE PARTIES and not for the benefit of any third party, other than the State.

27. The signature of General Manager or Designee on the requests for payment to DISTRICT submitted by SUBGRANTEE shall conclusively and finally establish the right of DISTRICT to draw checks as so requested, subject to DISTRICT's performance of its responsibilities as grantee pursuant to the Grant Agreement, and subject to the State's transmittal of grant monies to DISTRICT for THE PROJECT COMPONENT. Changes to authorized signatures shall be accomplished by written notice from SUBGRANTEE to DISTRICT.

28. Nothing in this AGREEMENT shall create any contractual relationship between any contractor or subcontractor of SUBGRANTEE and DISTRICT. SUBGRANTEE agrees to be fully responsible to DISTRICT for the acts and omissions of its contractors and subcontractors and persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by SUBGRANTEE. SUBGRANTEE's obligation to pay its contractors and subcontractors is independent of the obligation of the State to transmit monies to DISTRICT, and DISTRICT's obligation to transmit monies to SUBGRANTEE. As a result, DISTRICT shall have no obligations to pay monies to any contractor or subcontractor of SUBGRANTEE.

29. SUBGRANTEE agrees that, at SUBGRANTEE's sole expense, SUBGRANTEE shall ensure that

the DISTRICT, officers, consultants, employees, agents and volunteers, and the State, its officers, agents, and employees shall be named as additional insured, and insured in the same amount as SUBGRANTEE, on all insurance policies which SUBGRANTEE is required to obtain pursuant to the Grant Agreement. SUBGRANTEE agrees to provide DISTRICT with written documentation that it has been so named as an additional insured on all insurance policies which SUBGRANTEE is required to obtain pursuant to the Grant Agreement. SUBGRANTEE shall require its contractors and subcontractors to name the same entities as additional insured on their insurance policies obtained for activities undertaken pursuant to this AGREEMENT.

30. Except as otherwise provided herein, the term of this AGREEMENT shall be the same as, and coincide with, the term of the Grant Agreement

31. This AGREEMENT shall terminate upon the earlier of: (i) December 31, 2020 unless extended by the Grant Agreement; (ii) completion of all obligations under this AGREEMENT; or (iii) termination of this AGREEMENT by DISTRICT due to breach as set forth in Paragraph 14.

32. For four years after completion of THE PROJECT COMPONENT or as otherwise required by the Grant Agreement, DISTRICT and SUBGRANTEE shall retain a copy of records of: (i) deposits into, and disbursements from, accounts for THE PROJECT COMPONENT; and (ii) requests for payment from SUBGRANTEE. Upon prior written request, DISTRICT and SUBGRANTEE shall provide reasonable access to inspect such records during normal business hours.

33. Each of THE PARTIES represents and warrants that each person signing this AGREEMENT on behalf of any of THE PARTIES, has legal authority to sign this AGREEMENT, and bind that party.

34. Notice pursuant to this AGREEMENT shall be sent by United States mail and by email transmission to the following representatives for THE PARTIES:

SUBGRANTEE:

Riverside County Regional Park and Open-Space District
ATTN: Jeanne Mcleod
4600 Crestmore Road
Jurupa Valley, CA 92509

DISTRICT:

Rancho California Water District
ATTN: Justin Haessly
42135 Winchester Road
Temecula, CA 92590

THE PARTIES may change representatives upon written notice to the other party.

35. This AGREEMENT is entered into, and shall be construed and interpreted in accordance with the laws of the State of California.

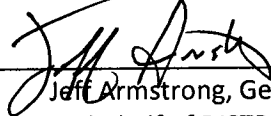
36. This AGREEMENT has been negotiated between THE PARTIES and shall not be construed

against any party as the drafting party.

37. This AGREEMENT will be considered binding and effective when it has been fully executed by THE PARTIES. This AGREEMENT may be executed in counterpart originals, with all counterparts taken as a whole constituting the complete AGREEMENT.

Wherefore, having read the foregoing and having understood and agreed to the terms of this AGREEMENT, THE PARTIES voluntarily affix their signatures below.

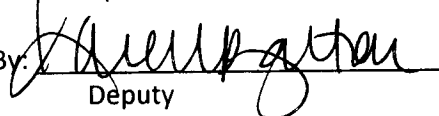
RANCHO CALIFORNIA WATER DISTRICT

By: 
Jeff Armstrong, General Manager
on behalf of DISTRICT

RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

By: 
Kevin Jeffries, Chairman, Board of Directors

ATTEST:
Clerk of the Board
Kecja Harper-Ihem

By: 
Deputy

FORM APPROVED COUNTY COUNSEL
BY:  3-9-17
SYNTHIA M. GUNZEL DATE

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES) AND
RANCHO CALIFORNIA WATER DISTRICT
AGREEMENT NUMBER 4600011490
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 Rancho California Water District, a public agency in the 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 Upper Santa Margarita IRWM 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, 2020, 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 \$2,754,121.
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 Upper Santa Margarita Watershed Region IRWM Implementation 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 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 10 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 projects 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 projects 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 the 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 10 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 projects.

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 projects 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/agmgmt.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 a status report 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 Reports shall include, in part, a description of actual work done, any changes or amendments to the 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 projects 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 a project will be undertaken until written notice of the proposed change has been provided to State and State has given written approval for such change. Substantial changes generally include changes to the 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

Rancho California Water District
Jeff Armstrong
General Manager
PO Box 9017
Temecula, CA 92589-9017
Phone: (951) 296-6942
e-mail: armstrongj@ranchowater.com

Direct all inquiries to the Project Manager:

Department of Water Resources
Angela Cruz
Division of Integrated Regional Water
Management
901 P Street, Rm 213A
Sacramento, CA 95814
Phone: (916) 653-9723
e-mail: Angela.Cruz@water.ca.gov

Rancho California Water District
Justin Haessly
Senior Water Resources Planner
42135 Winchester Road
Temecula, CA 92590
Phone: (951) 296-6942
e-mail: haesslyj@ranchowater.com

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

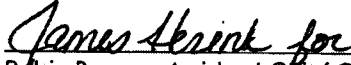
Date 11/8/16

RANCHO CALIFORNIA WATER DISTRICT


Jeffery A. Armstrong
General Manager

Date 10/24/16

Approved as to Legal Form and Sufficiency


Robin Brewer, Assistant Chief Counsel
Office of Chief Counsel

Date 11-4-16

**EXHIBIT A
WORK PLAN**

The 2015 Proposition 84 Implementation agreement awards funding for four projects located within the Upper Santa Margarita Watershed IRWM Region.

PROJECT 1: WELLHEAD TREATMENT FACILITIES – WELL 102

IMPLEMENTING AGENCY: Rancho California Water District (RCWD)

PROJECT DESCRIPTION: This project will consist of the installation of an iron manganese removal filtration system at Well 102 to allow it to provide water supply to the potable water system (instead of to the recycled water system). This well will increase water supply by approximately 1,000 acre-feet per year (AFY).

BUDGET CATEGORY (A): DIRECT PROJECT ADMINISTRATION

TASK 1: PROJECT MANAGEMENT

This task includes completion of the grant application by a consultant, as well as RCWD's staff time to attend meetings and provide project materials for the development of the 2015 IRWM Implementation Grant Application. RCWD will manage the Wellhead Treatment Facilities – Well 102 Project in compliance with grant requirements, overall project coordination, project management, communication with project team, and project meetings. RCWD will prepare invoices including relevant supporting documentation for submittal to DWR.

Deliverables:

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

TASK 2: LABOR COMPLIANCE PROGRAM

State of California Department of Industrial Relations granted RCWD approval of a Labor Compliance Program in accordance to Title 8 of the California Code of Regulations Section 16425 including projects subject to the requirements of Section 75075 in September of 2012. RCWD will implement their Labor Compliance Program during construction of the project, including in-kind and outside services.

Deliverables:

- Proof of Labor Compliance upon request

TASK 3: REPORTING

RCWD will prepare progress reports detailing work completed during reporting period as outlined in Exhibit G of this agreement. Reports will be included in a progress report to be submitted to DWR.

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. Prepare Final Report addressing DWR's comments. The report shall be prepared and presented in accordance with the provision of Exhibit G.

Deliverables:

- Project Progress Reports
- Draft Project Completion Report
- Final Project Completion Report

BUDGET CATEGORY (B): LAND PURCHASE/EASEMENT

TASK 4: LAND PURCHASE (NOT APPLICABLE)

Land purchases are not required for this project.

BUDGET CATEGORY (C): PLANNING/DESIGN/ENGINEERING/ENVIRONMENTAL DOCUMENTATION

TASK 5: FEASIBILITY STUDIES

Preparation of the Wellhead Treatment Strategy & Preliminary Design, which is used as the basis of design for the project.

Deliverables:

- Wellhead Treatment Strategy and Preliminary Design Final Report (January 2013)

TASK 6: CEQA DOCUMENTATION

Perform efforts necessary to complete and file an Initial Study/Mitigated Negative Declaration (IS/MND) for the project in accordance with State and Local CEQA guidelines. This task will also include the preparation of a Notice of Preparation, Filing a Notice of Determination with State Clearinghouse (including request to distribute tribal notification to the California Native Heritage Commission) and preparation of a letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- Copy of Notice of Preparation
- Final IS/MND
- Copy of Notice of Determination
- No Legal Challenges Letter

TASK 7: PERMITTING

Perform efforts required, including bacteriological sampling, to obtain the State Water Resources Control Board (SWRCB) Water Supply Permit Amendment.

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

Deliverables:

- Amended CDPH Water Supply Permit
- Bacteriological sampling data

TASK 8: DESIGN

Preparation of 50%, 90% and Final Design Documents adequate for competitive bidding and construction of the project. This task includes:

- Develop Pilot Filter Study Report confirming the basis of design and design criteria through pilot testing of the proposed treatment process (small scale test)
- Performing design analysis and calculations
- Preparation of standard specifications
- Surveying and geotechnical investigation
- Preparation of plans including applicable general, civil, mechanical, geotechnical, structural, electrical and standard detail design sheets
- Preparation of construction cost estimates
- Review and approval of the design documents
- Final sign-off on Plans and Specifications

Deliverables:

- Pilot Filter Study Report
- Final design plans and specifications for the RCWD Wellhead Treatment Facilities – Well 102
- Construction Cost Estimate

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: CONTRACT SERVICES

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.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

TASK 11: CONSTRUCTION ADMINISTRATION

Oversee contractor's work; submittal routing, review, and response; answering requests for information; issuing work directives; and start-up/testing activities. A full-time Construction Inspector will be on site for the duration of the project and is supported by the Construction Contracts Manager and Engineering Project Manager. Duties of the Construction Inspector include: documenting of pre-construction conditions, observing construction activities, and

documenting daily construction activities. Duties of the Construction Contracts Manager and/or Engineering Project Manager include: evaluating/preparing change orders; addressing questions of contractors on site; reviewing/updating project schedule; evaluating submittals and pay requests; and notifying contractor if work is not acceptable.

Deliverables:

- Notice of Completion

TASK 12: CONSTRUCTION/IMPLEMENTATION

Construction for the project is broken out into the subtasks below.

SUBTASK 12.1: MOBILIZATION AND SITE PREPARATION

Mobilization for the project, which includes moving the required equipment and materials onto the site in preparation for construction. This includes mobilization of trailers, staff and heavy equipment. This subtask also includes the contractor's requirement to provide full bonding and insurance in accordance with the contract documents and applicable local and state law. Upon completion of all work the contractor will demobilize the construction equipment.

SUBTASK 12.2: PROJECT CONSTRUCTION

The construction of the new facility will include the procurement and installation of the following:

- New well pump/motor assembly
- 200 pound/day capacity On-Site Sodium Hypochlorite (NaOCl) generation and feed system for oxidation of raw well water and disinfection of potable water prior to entry into the distribution system.
- Three (3) American Society of Mechanical Engineers (ASME)-rated pressure filters (2 duty, 1 standby) with greensand or similar media for removal of Iron (Fe) and Manganese (Mn) for the raw well water. Each tank will be rated for a minimum treatment capacity of 500 gallons per minute.
- Approximate 100,000 gallon capacity bolted steel backwash settling tank with supernatant return system for backwash recycling.
- Approximate 30 lineal feet extension and connection of the existing 12" diameter Well 102 discharge piping to the adjacent potable water distribution system pipeline.
- All associated piping, valves, electrical, instrumentation, control and site improvements for a fully operational iron and manganese wellhead treatment facility.

SUBTASK 12.3: PERFORMANCE TESTING & DEMOBILIZATION

Perform initial/final start-up and testing phase of all facilities to ensure each process unit is functioning properly and the system as a whole is operating in compliance with the SWRCB drinking water guidelines.

Deliverables:

- Engineer's Certification
- Photographic Documentation

PROJECT 2: WATER USE EFFICIENCY TURF REMOVAL PROJECT

IMPLEMENTING AGENCIES: Eastern Municipal Water District (EMWD), Western Municipal Water District (WMWD), and RCWD

PROJECT DESCRIPTION: This project will provide rebates for the replacement of turf with water efficient landscaping throughout the retail service areas of EMWD, WMWD, and RCWD in the Upper Santa Margarita IRWM Region. The project will be regionally integrated with each local agencies' turf removal program to target Commercial/Institutional/Homeowner Association (HOA) customers. The project's goal is to remove approximately 464,000 square feet (sf) of turf and replace with lower water demand landscaping, thereby reducing overall water demand by an estimated 61 AFY. The project is expected to be available to a minimum of eight sites and maximum of 100 sites, depending on the size of each site.

BUDGET CATEGORY (A): DIRECT PROJECT ADMINISTRATION

TASK 1: PROJECT MANAGEMENT

This task includes completion of the grant application by a consultant, as well as EMWD's staff time to attend meetings and provide project materials for the development of the 2015 IRWM Implementation Grant Application. EMWD will manage the Water Use Efficiency Turf Removal Project in compliance with grant requirements, the local project sponsor agreement between RCWD and WMWD, overall project coordination, project management, communication with project team, and project meetings. EMWD will prepare invoices including relevant supporting documentation for submittal to DWR via RCWD.

Memorandums of Understanding will be executed among EMWD, WMWD, and RCWD for implementation of the Project in each retail water service area.

Deliverables:

- Environmental Information Form (EIF)
- Financial Statements
- Invoices
- Other Applicable Project Deliverables
- Memorandums of Understanding Among Project Partners

TASK 2: LABOR COMPLIANCE PROGRAM

EMWD, WMWD, and RCWD each have an active Labor Compliance Program, compliant with the Department of Industrial Relations Prop 84 labor requirements, which will be followed for the project as part of this grant.

Deliverables:

- Proof of Labor Compliance upon request

TASK 3: REPORTING

EMWD will 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 the Grantee for DWR Project Manager's comment and review no later than 90 days after project completion. Prepare Final Report addressing DWR's comments. The report shall be prepared and presented in accordance with the provision of Exhibit G.

Deliverables:

- Project Progress Reports
- Draft Project Completion Report
- Final Project Completion Report

BUDGET CATEGORY (B): LAND PURCHASE/EASEMENT

TASK 4: LAND PURCHASE (NOT APPLICABLE)

Land purchases are not required for this project.

BUDGET CATEGORY (C): PLANNING/DESIGN/ENGINEERING/ENVIRONMENTAL DOCUMENTATION

TASK 5: FEASIBILITY STUDIES (NOT APPLICABLE)

No Feasibility Studies were performed for this project as it expands upon a successful, on-going turf rebate program.

TASK 6: CEQA DOCUMENTATION

This task will include the preparation of a Notice of Exemption and preparation of a letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- Notice of Exemption
- No Legal Challenges Letter

TASK 7: PERMITTING (NOT APPLICABLE)

No permits are required for this project.

TASK 8: DESIGN (NOT APPLICABLE)

Design documents will not be produced for this project.

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: CONTRACT SERVICES (NOT APPLICABLE)

Contract services are not required for this project.

TASK 11: CONSTRUCTION ADMINISTRATION (NOT APPLICABLE)

Construction administration is not required for this project.

TASK 12: CONSTRUCTION/IMPLEMENTATION

Implementation for the project is broken out into the subtasks below.

SUBTASK 12.1: OUTREACH AND MARKETING

EMWD, WMWD, and RCWD will each develop project outreach and marketing materials to promote the project. Marketing materials on hand from an existing turf rebate program will be modified to use for this project. These will be printed by each EMWD, WMWD and RCWD for their respective retail water service areas.

SUBTASK 12.2: TURF REBATE IMPLEMENTATION

The project provides for a \$2.00/square foot (sf) turf removal rebate. Participants of the turf removal program are required to replace the turf with a drought tolerant landscape. Participant contributions are not accounted for in the budget; therefore, not eligible for reimbursement or funding match.

EMWD and WMWD customers will apply for the rebate program through an application process, which includes pre- and post-photographs of the area and the use of aerial imagery where available to verify the area of turf removal, material receipts, and, in some situations, inspections by EMWD or WMWD staff.

RCWD customers will apply for the rebate program through a Grant Opportunity Announcement (request for proposals) process, which will include submission of a detailed proposal. A team of RCWD staff will review and select the sites that will participate in the rebate program. The process will then also include pre- and post-photographs of the area and the use of aerial imagery where available to verify the area of turf removal, material receipts, and in some situations, inspections by RCWD staff.

Staff at each water district will process their customer applications for turf rebates following review and approval, and submit the rebate payment to their customer. The total project amount available for turf rebates is \$929,049. Of this amount, \$483,628 is from grant funds allocated as follows: RCWD 53%, EMWD 42% and WMWD 5%, based on potential retail area capacity of targeted Commercial/Institutional/HOA customers. The balance is cost share provided through a combination of EMWD, WMWD and RCWD in-kind work, turf removal rebate, and prior Metropolitan Water District of Southern California (MWDSC) SoCal WaterSmart program rebates. While the \$1.00/sf rebate offered by MWDSC has been exhausted, the portion of the MWDSC rebates after January 1, 2011 and before January 17, 2014 will serve as a portion of the project's cost share.

Deliverables:

- Outreach and Marketing materials
- Pre- and post-turf removal applications
- Turf removal completion forms

PROJECT 3: EXPANDED RECYCLED WATER AND PLANT CONVERSION PROJECT

IMPLEMENTING AGENCY: RCWD and City of Temecula (City)

PROJECT DESCRIPTION: The project consists of the following activities:

- Connection of the nine converted irrigation systems to RCWD's recycled water mainline
- Conversion of nine existing potable-water irrigation systems to efficient systems capable of and approved for distributing recycled water, which will include the installation of purple pipe equipment and correction of system inefficiencies such as broken equipment.
- Replacement of existing high water use plant materials at two of the nine sites with drought tolerant and aesthetically pleasing plant materials.

This project will reduce imported potable water demand through increased recycled water use by approximately 80 AFY, while decreasing energy consumption by approximately 112,017 kilowatt hours/year (KWh/yr), and implementing a public education element.

BUDGET CATEGORY (A): DIRECT PROJECT ADMINISTRATION

TASK 1: PROJECT MANAGEMENT

Subtask 1.1. This task includes completion of the grant application by a consultant, as well as RCWD's staff time to attend meetings and provide project materials for the development of the 2015 IRWM Implementation Grant Application. RCWD will manage the Expanded Recycled Water and Plant Conversion Project in compliance with grant requirements, overall project coordination, project management, communication with project team, and project meetings. RCWD will prepare invoices including relevant supporting documentation for submittal to DWR.

Subtasks 1.2. The Regional Water Management Group, authorized RCWD to act as the applicant and the grant manager for the Proposition 84 2015 IRWM Implementation Grant.

RCWD will administer these funds and respond to DWR's reporting and compliance requirements associated with the grant administration. RCWD 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.

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

Deliverables:

- Environmental Information Form (EIF)
- Financial Statements
- Project Invoices
- Other Applicable Project Deliverables
- DWR Invoices and associated backup documentation

TASK 2: LABOR COMPLIANCE PROGRAM

RCWD has an active Labor Compliance Program in place approved by California's Department of Industrial Relations in September 2012. Labor Compliance Providers, LLC (LCP) will provide services to implement the Labor Compliance program throughout the construction phase of the project.

RCWD will verify that labor compliance, as defined by the California Labor Code requirements, is met for project construction activities at HOA conversion sites. Each site will hire a contractor to perform the installation and construction work and will be required to hire contractors who can provide proof of labor compliance. RCWD staff will systematically request and verify each contractor's proof of labor compliance.

Deliverables:

- Proof of Labor Compliance upon request

TASK 3: REPORTING

Subtask 3.1. RCWD will prepare progress reports detailing work completed during reporting period as outlined in Exhibit G of this agreement. Report will be included in a progress report to be submitted to DWR.

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. Prepare Final Report addressing DWR's comments. The report shall be prepared and presented in accordance with the provision of Exhibit G.

Subtask 3.2. RCWD 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.

RCWD, as Grantee, will be responsible for compiling progress reports for submittal to DWR. RCWD 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:

- Project Progress Reports
- Draft Project Completion Report
- Final Project Completion Report
- DWR Draft and Final Grant Completion Report

BUDGET CATEGORY (B): LAND PURCHASE/EASEMENT

TASK 4: LAND PURCHASE (NOT APPLICABLE)

Land purchases are not required for this project.

BUDGET CATEGORY (C): PLANNING/DESIGN/ENGINEERING/ENVIRONMENTAL DOCUMENTATION

TASK 5: FEASIBILITY STUDIES (NOT APPLICABLE)

Feasibility studies were not required for this project.

TASK 6: CEQA DOCUMENTATION

RCWD will review each project site in the context of meeting CEQA requirements and will complete the necessary CEQA documentation. RCWD expects the project to be categorically exempt. HOA sites and City-owned sites will each be required to file a Notice of Exemption (NOE) to the County of Riverside. The paperwork will be compiled by RCWD staff. A NOE will be filed for each conversion site, totaling nine NOEs. A letter stating no legal challenges (or addressing legal challenges) will also be prepared for each site.

Deliverables:

- Notices of Exemption for each conversion site
- No Legal Challenges Letter for each conversion site

TASK 7: PERMITTING

Permits required for the project include Encroachment Permits from the City of Temecula for each site. The Encroachment Permit will allow work to be constructed on private or City property. Encroachment permits will be collected by the chosen contractor after design has been completed and before construction begins.

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

Deliverables:

- Encroachment Permits

TASK 8: DESIGN

Landscape irrigation retrofit plans will be developed by a Landscape Architect, hired as part of the project for the HOA sites and the City sites. The retrofit design sites will be reviewed and approved by RCWD.

A site conversion cost estimate has been prepared to identify the conversion sites and their cost estimates for conversion. The site conversion cost estimates are used to determine the potential cost to convert a site to recycled water and replace high water demand plants with low water demand plants as part of this project.

Deliverables:

- Final Design Plans
- Site Conversion Cost Estimates

TASK 9: PROJECT MONITORING PLAN

RCWD will 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 a discussion of the baseline water use consumed in 2014, a brief discussion of monitoring the new recycled water meters on a monthly basis, and comparison on the actual water savings achieved. Using the water consumption will assist in determining the associated energy savings from reduced imported water use.

Deliverables:

- Project Monitoring Plan

BUDGET CATEGORY (D): CONSTRUCTION/IMPLEMENTATION

TASK 10: CONTRACT SERVICES

RCWD will execute MOUs between each HOA and RCWD, as well as between the City of Temecula and RCWD, to establish the responsibility of each sites' property owner for contracting with a consultant to provide construction services for the re-landscaping, irrigation system upgrades and conversion of the site from potable water to recycled water. The three HOA sites include: La Serena HOA, Rancho Serrano HOA, and Paseo Del Sol HOA.

For the remaining six sites, (Temeku Hills Dev S18G & S18H, Winchester Creek Dev S02A, Presley Dev S13D, Presley Dev S13C, Crown Hill Dev S20K), the City of Temecula will advertise in local periodicals a Notice Inviting Bids (NIB) for the procurement of contracting services. The NIB, along with any engineering plans and project specifications, will be made available through the City's on-line electronic bidding system, PlanetBids. A minimum of three weeks will be provided for contractors to respond to the bid solicitation. A bid opening date will be part of the NIB and all formal bids properly submitted via the on-line PlanetBids system will be reviewed. The City will proceed with the award process through City Council action, to award a construction contract to the lowest responsive bidder.

Deliverables:

- MOU between RCWD and each site's property owner
- MOU between RCWD and City of Temecula
- Bid Documents for each site – City sites only
- Proof of Advertisements – City sites only
- Award of Contract for each site – City sites only
- Notice to Proceed for each site – City sites only

TASK 11: CONSTRUCTION ADMINISTRATION

RCWD will provide project construction oversight for each site, as well as inspections to ensure that each retrofit construction is being performed according to code.

Deliverables:

- Notice of Completion – City sites only
- Site Inspection Reports

TASK 12: CONSTRUCTION/IMPLEMENTATION

Construction and implementation of the project is broken out into the subtasks below. The nine sites consist of: Temeku Hills Development S18G & S18H, Temeku Hills Development S18A & S18B, Winchester Creek Development S02A, Presley Development S13D, Presley Development S13C, Crowne Hill Development S20K, Rancho Serrano Home Owners Association (HOA), La Serena HOA, and Paseo Del Sol HOA.

SUBTASK 12.1: MOBILIZATION & SITE PREPARATION

Mobilization of any equipment needed to convert approximately 992,559 square feet of irrigated landscape at a total of nine sites to recycled water irrigation, as well as prepare sites for plant conversion. Two sites will remove an estimated 53,514 square feet of turf through application of herbicides.

SUBTASK 12.2: PROJECT CONSTRUCTION

Project construction at the two HOA sites with plant material conversion will include the following components:

Install New Drip Irrigation System

An efficient drip irrigation system will be installed in the areas where turf was removed, approximately 53,514 square feet, to accommodate new, low-water use shrub materials. Lateral lines and irrigation valves will have recycled water distribution capabilities.

Project construction at the two HOA sites with plant material conversion will include the following components:

Turf Removal

Turf will be removed at the two sites using herbicide application. Approximately 53, 514 square feet of turf will be removed.

Irrigation System Conversion

The two potable-water irrigation systems will be converted to efficient systems capable of and approved for distributing recycled water, which will include the installation of purple pipe equipment and correction of system inefficiencies such as broken equipment. Specifically, this work will include:

Installation of a New Drip Irrigation System

An efficient drip irrigation system will be installed in the areas where turf was removed to accommodate new, low-water use shrub materials. Lateral lines and irrigation valves will have recycled water distribution capabilities.

Conversion of Existing Irrigation to High-Efficiency Nozzles

In areas where essential turf is not removed and irrigation inefficiencies are found, irrigation heads will be converted to high-efficiency nozzles and check valves to increase irrigation system performance. The nozzles will be installed with head-to-head coverage to meet distribution uniformity standards. Lateral lines and irrigation valves will have recycled water distribution capabilities.

Install Plantings

New drought tolerant plants will be installed in the areas where the turf was removed and the drip system was installed.

Connect Irrigation System to RCWD Recycled Water Line

The newly converted irrigation systems will be connected to RCWD's existing recycled water distribution system. Sites will be inspected to ensure they meet state requirements pertaining to the standard specifications for recycled water irrigation systems. Sites will be prepped to be ready for conversion to recycled water once health and safety standards have been satisfied. New water meters will be acquired from RCWD to be used as the new recycled water meters.

Project construction at the remaining seven sites including Paseo Del Sol HOA and six City of Temecula sites (Temeku Hills Dev S18G & S18H, Winchester Creek Dev S02A, Presley Dev S13D, Presley Dev S13C, Crown Hill Dev S20K), will include the following components:

Irrigation System Conversion

The two potable-water irrigation systems will be converted to efficient systems capable of and approved for distributing recycled water, which will include the installation of purple pipe equipment and correction of system inefficiencies such as broken equipment. Specifically, this work will include:

Connect Irrigation System to RCWD Recycled Water Line

The newly converted irrigation systems will be connected to RCWD's existing recycled water distribution system. Sites will be inspected to ensure they meet state requirements pertaining to the standard specifications for recycled water irrigation systems. Sites will be prepped to be ready for conversion to

recycled water once health and safety standards have been satisfied. New water meters will be acquired from RCWD to be used as the new recycled water meters.

SUBTASK 12.3: PERFORMANCE TESTING AND DEMOBILIZATION

RCWD will perform the required Cross Connection Control Testing for each site to ensure that all work performed on the site is to code and that no cross connections exist between the irrigation systems and potable water systems. All equipment will be removed from work sites.

Deliverables:

- Photo Documentation
- Engineer's Certification

PROJECT 4: RIVERSIDE COUNTY PARKS TURF REDUCTION PROGRAM

IMPLEMENTING AGENCY: Riverside County Regional Park and Open Space District (Park and Open Space District)

PROJECT DESCRIPTION: The project consists of replacing turfgrass at the Lake Skinner Park Area with drought tolerant plants and retrofitting the existing overhead irrigation system with drip irrigation to improve irrigation efficiency and reduce lost water through water runoff. This project will provide a water savings of approximately 5.3 AFY and habitat restoration of approximately 3.9 acres.

BUDGET CATEGORY (A): DIRECT PROJECT ADMINISTRATION

TASK 1: PROJECT MANAGEMENT

This task includes completion of the grant application by a consultant, as well as Park and Open Space District staff time to attend meetings and provide project materials for the development of the 2015 IRWM Implementation Grant Application. Park and Open Space District will manage the Turf Reduction Program in compliance with grant requirements, overall project coordination, project management, communication with project team, and project meetings. Park and Open Space District will prepare invoices including relevant supporting documentation for submittal to DWR via RCWD.

Deliverables:

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

TASK 2: LABOR COMPLIANCE PROGRAM

The Park and Open Space District will 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 the Grantee for DWR Project Manager's comment and review no later than 90 days after project completion. Prepare Final Report addressing DWR's 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 (NOT APPLICABLE)

Land purchases are not required for this project.

BUDGET CATEGORY (C): PLANNING/DESIGN/ENGINEERING/ENVIRONMENTAL DOCUMENTATION

TASK 5: FEASIBILITY STUDIES (NOT APPLICABLE)

No Feasibility Studies were performed for this project.

TASK 6: CEQA DOCUMENTATION

Complete the CEQA Environmental documentation for the project; prepare and submit a Notice of Exemption (NOE) and a letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- Notice of Exemption
- No Legal Challenges Letter

TASK 7: PERMITTING (NOT APPLICABLE)

Permits are not required for this project.

TASK 8: DESIGN

Landscape architect will design landscape plans with associated specifications. The plans will be reviewed and approved by the Park and Open Space District prior to the start of the project.

Deliverables:

- Final Design Plans and Specifications

TASK 9: PROJECT MONITORING PLAN

The Park and Open Space District will prepare 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) to discuss the baseline water use consumed prior to the conversion of turf and retrofit of the irrigation system, and baseline turf area converted to native habitat and describe the tools to be used to monitor and measure the benefits of this Project. The Park and Open Space District will submit the Project Monitoring Plan to RCWD for review and submittal to DWR.

Deliverables:

- Project Monitoring Plan

BUDGET CATEGORY (D): CONSTRUCTION/IMPLEMENTATION

TASK 10: CONTRACT SERVICES

Develop a statement of work and produce a bid advertisement for prequalification of construction contractors. The short list will be asked to perform construction bidding and attend a pre-bid contractors meeting. Evaluate bids and award a contract to perform the work in accordance with public contract codes.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

TASK 11: CONSTRUCTION ADMINISTRATION

Oversee the construction administration of the project via an Area Manager currently employed by the Park and Open Space District. The Area Manager will organize and attend Progress Meetings with the Park Ranger Supervisor and construction contractor representative.

Deliverables:

- Notice of Completion

TASK 12: CONSTRUCTION/IMPLEMENTATION

The areas at Lake Skinner Park where turfgrass will be replaced and irrigation will be retrofitted include: Kiosk Proper, Kiosk Triangle, Camp Store, Campground A, Campground B, Campground C. Construction and implementation for the project is broken out into the subtasks below.

SUBTASK 12.1: MOBILIZATION & SITE PREPARATION

Removal of existing turf at each location will be performed manually by the contractor. Mobilization will include placement of necessary heavy equipment, such as bobcats, to remove the turf layer.

SUBTASK 12.2: PROJECT CONSTRUCTION

The following construction will take place at each of the sites:

- Retrofitting of irrigation systems to drip irrigation.
- Installation of drought tolerant native plants and trees.
- Installation of permeable ground cover such as mulch, wood chips, or river rock.
- Creation and installation of interpretive signs/displays.

Site	Area (Acres)	Turf Replacement
Kiosk Proper	0.4	Native plants and ground cover
Kiosk Triangle	0.09	River Rock
Camp Store	0.2	Native plants and ground cover
Campground A	0.6	Native trees and ground cover (wood mulch)
Campground B	2	Native trees and ground cover (wood mulch)
Campground C	0.7	Native trees and ground cover (wood mulch)

SUBTASK 12.3: PERFORMANCE TESTING & DEMOBILIZATION

Performance testing and demobilization will include inspections and performance testing of newly retrofitted irrigation systems, as well as removal of all necessary heavy equipment used to perform the work.

Deliverables:

- Photo Documentation

**EXHIBIT B
BUDGET**

SUMMARY BUDGET

Project Name	Grant Amount	Cost Share: Non-State Fund Source (Funding Match)	Additional Cost Share	Total Cost	% Funding Match
Project 1 - Wellhead Treatment Facilities - Well 102	\$1,204,121	\$1,295,658	\$2,127,570	\$4,627,349	28.0%
Project 2 - Water Use Efficiency Turf Removal Project	\$500,000	\$275,246	\$207,777	\$983,023	28.0%
Project 3 - Expanded Recycled Water and Plant Conversion Project	\$750,000	\$255,283	\$0	\$1,005,283	25.4%
Project 4 - Riverside County Turf Replacement Project	\$300,000	\$109,211	\$0	\$409,211	26.7%
Grand Total	\$2,754,121	\$1,935,398	\$2,335,347	\$7,024,866	27.6%

PROJECT 1 – WELLHEAD TREATMENT FACILITIES – WELL 102

Budget Category	Grant Amount	Cost Share: Non-State Fund Source (Funding Match)	Additional Cost Share	Total Cost
(a) Direct Project Administration	\$0	\$14,660	\$37,696	\$52,356
(b) Land Purchase/ Easements	\$0	\$0	\$0	\$0
(c) Planning/ Design/ Engineering/ Environmental Documentation	\$0	\$192,046	\$493,832	\$685,878
(d) Construction/ Implementation	\$1,204,121	\$1,088,952	\$1,596,042	\$3,889,115
TOTAL	\$1,204,121	\$1,295,658	\$2,127,570	\$4,627,349

PROJECT 2 – WATER USE EFFICIENCY TURF REMOVAL PROJECT

Budget Category	Grant Amount	Cost Share: Non-State Fund Source (Funding Match)	Additional Cost Share	Total Cost
(a) Direct Project Administration	\$10,324	\$13,419	\$24,183	\$47,926
(b) Land Purchase/ Easements	\$0	\$0	\$0	\$0
(c) Planning/ Design/ Engineering/ Environmental Documentation	\$6,048	\$0	\$0	\$6,048
(d) Construction/ Implementation	\$483,628	\$261,827	\$183,594	\$929,049
TOTAL	\$500,000	\$275,246	\$207,777	\$983,023

PROJECT 3 – EXPANDED RECYCLED WATER AND PLANT CONVERSION PROJECT

Budget Category	Grant Amount	Cost Share: Non-State Fund Source (Funding Match)	Additional Cost Share	Total Cost
(a) Direct Project Administration	\$10,101	\$44,366	\$0	\$54,467
(b) Land Purchase/ Easements	\$0	\$0	\$0	\$0
(c) Planning/ Design/ Engineering/ Environmental Documentation	\$27,150	\$105,202	\$0	\$132,352
(d) Construction/ Implementation	\$712,749	\$105,715	\$0	\$818,464
TOTAL	\$750,000	\$255,283	\$0	\$1,005,283

PROJECT 4 – RIVERSIDE COUNTY TURF REPLACEMENT PROJECT

Budget Category		Grant Amount	Cost Share: Non-State Fund Source (Funding Match)	Additional Cost Share	Total Cost
(a)	Direct Project Administration	\$0	\$42,216	\$0	\$42,216
(b)	Land Purchase/ Easements	\$0	\$0	\$0	\$0
(c)	Planning/ Design/ Engineering/ Environmental Documentation	\$15,007	\$22,233	\$0	\$37,240
(d)	Construction/ Implementation	\$284,993	\$44,762	\$0	\$329,755
TOTAL		\$300,000	\$109,211	\$0	\$409,211

PROJECT 1 – WELLHEAD TREATMENT FACILITIES – WELL 102

Task Name	Start	Finish
Grant Award Date	1/13/16	1/13/16
Category (a) Direct Project Administration	6/3/15	1/31/18
Task 1: Project Management	6/3/15	1/31/18
Meeting minutes	12/10/15	9/29/17
Generate and Submit Grant DWR Invoices	12/31/15	1/31/18
Submit Supporting Project Deliverables to DWR	12/31/15	1/31/18
Grant Application Preparation	6/3/15	8/7/15
Task 2: Labor Compliance Program	11/1/16	11/30/17
Labor Compliance Program Management	11/1/16	11/30/17
Task 3: Reporting	12/31/15	1/31/18
Project Progress Reports	12/31/15	1/31/18
Draft Project Completion Report	11/1/17	11/28/17
Final Project Completion Report	12/1/17	1/25/18
Category (b) Land Purchase/Easement		
Task 4: Land Purchase		
Not Applicable		
Category (c) Planning/Design/Engineering/Environmental Documentation	4/2/12	10/12/17
Task 5: Feasibility Studies	4/2/12	1/3/13
Wellhead Treatment Strategy and Preliminary Design Final Report	4/2/12	1/3/13
Task 6: CEQA Documentation	10/1/13	10/31/16
IS/MND	10/1/13	3/3/14
Filed Notice of Determination	3/3/14	3/3/14
Proof of Filing of IS/MND with State Clearinghouse	3/3/14	3/3/14
File No Legal Challenges Letter	9/1/16	10/31/16
Task 7: Permitting	11/1/16	10/12/17
Bacteriological Sampling	11/1/16	1/31/17
Amended CDPH Water Supply Permit	11/1/16	10/12/17
Task 8: Design	5/1/13	8/31/15
Project Design	5/1/13	8/31/15
Final Design Documents	8/31/15	8/31/15
Task 9: Project Performance Monitoring Plan	9/1/15	11/30/15
Project Performance Monitoring Plan	9/1/15	11/30/15
Category (d) Construction/Implementation	9/1/15	11/30/17
Task 10: Contract Services	9/1/15	10/27/16
Bid Documents	9/1/15	6/30/16
Proof of Advertisement	7/1/16	9/1/16
Pre-bid contractors meeting	8/1/16	8/1/16
Evaluation of bids	9/1/16	10/13/16
Award contract	10/13/16	10/13/16
Notice to Proceed	10/20/16	10/27/16
Task 11: Construction Administration	4/20/16	11/30/17
Notice of Completion	11/30/17	11/30/17
Task 12: Construction/Implementation	11/1/16	11/30/17
Subtask 12.1: Mobilization & Site Preparation	11/1/16	11/30/17
Subtask 12.2: Project Construction	1/2/17	10/31/17
Subtask 12.3: Performance Testing & Demobilization	11/1/17	11/30/17
Engineers Certification	11/1/17	11/30/17
Photographic Documentation	11/1/17	11/30/17

PROJECT 2 – WATER USE EFFICIENCY TURF REMOVAL PROJECT

Task Name	Start	Finish
Grant Award Date	Wed 1/13/16	Wed 1/13/16
Category (a) Direct Project Administration	Wed 6/3/15	Mon 8/31/20
Task 1: Project Management	Wed 6/3/15	Fri 2/28/20
Grant Application Preparation	Wed 6/3/15	Fri 8/7/15
Project Coordination	Wed 1/13/16	Fri 5/31/19
Generate and Submit Grant DWR Invoices	Wed 6/3/15	Fri 2/28/20
Submit Supporting Project Deliverables to DWR	Wed 6/3/15	Fri 2/28/20
Task 2: Labor Compliance Program	Fri 7/1/16	Fri 2/28/20
Labor Compliance Program Management	Fri 7/1/16	Fri 2/28/20
Task 3: Reporting	Mon 10/3/16	Mon 8/31/20
Quarterly Project Progress Reports	Mon 10/3/16	Fri 1/31/20
Draft Project Completion Report	Tue 3/3/20	Fri 5/29/20
Final Project Completion Report	Mon 6/1/20	Mon 8/31/20
Category (b) Land Purchase/Easement		
Task 4: Land Purchase - Not Applicable		
Category (c)	Tue 3/1/16	Fri 12/30/16
Planning/Design/Engineering/Environmental		
Task 5: Feasibility Studies		
Task 6: CEQA Documentation	Fri 7/1/16	Fri 7/1/16
File Notice of Exemption	Fri 7/1/16	Fri 7/1/16
File No Legal Challenges Letter	Fri 7/1/16	Fri 7/1/16
Task 7: Permitting - Not Applicable		
Task 8: Design - Not Applicable		
Task 9: Project Performance Monitoring Plan	Fri 7/1/16	Fri 9/30/16
Project Performance Monitoring Plan	Fri 7/1/16	Fri 9/30/16
Category (d) Construction/Implementation	Fri 7/1/16	Fri 2/28/20
Task 10: Contract Services - Not Applicable		
Task 11: Construction Administration - Not Applicable		
Task 12: Construction/Implementation	Fri 7/1/16	Fri 2/28/20
Subtask 12.1: Outreach and Marketing	Fri 7/1/16	Fri 2/28/20
Outreach and Marketing	Fri 7/1/16	Fri 2/28/20
Subtask 12.2: Turf Rebate Implementation	Fri 7/1/16	Fri 2/28/20
Review pre and post turf removal applications and documentation	Fri 7/1/16	Fri 2/28/20
Prepare turf removal completion forms	Fri 7/1/16	Fri 2/28/20

PROJECT 3 – EXPANDED RECYCLED WATER AND PLANT CONVERSION PROJECT

Task Name	Start	Finish
Grant Award Date	1/13/16	1/13/16
Category (a) Direct Project Administration	6/3/15	11/30/20
Task 1: Project Management	6/3/15	6/30/19
Grant Application Preparation	6/3/15	8/7/15
Project Coordination	7/1/16	1/31/19
Generate and Submit Grant DWR Invoices	7/1/16	1/31/19
Submit Supporting Project Deliverables	7/1/16	1/31/19
Task 2: Labor Compliance Program	2/1/17	10/1/18
Labor Compliance Program Management	9/4/17	10/1/18
Task 3: Reporting	8/29/17	11/30/20
Quarterly Progress Reports	7/1/16	10/31/18
Generate and submit DWR Quarterly Progress Reports	7/1/16	10/31/18
Draft Project Completion Report	11/1/18	1/31/19
Final Project Completion Report	2/1/19	4/30/19
Generate and Submit Draft Grant Completion Report	6/1/20	10/2/20
Generate and Submit Final Grant Completion Report	9/1/20	11/30/20
Category (b) Land Purchase/Easement	6/29/15	6/29/15
Task 4: Land Purchase - Not Applicable		
Category (c) Planning/Design/Engineering/Environmental Documentation	6/25/15	8/31/17
Task 5: Feasibility Studies - Not Applicable		
Task 6: CEQA Documentation	10/3/16	12/7/16
Review Sites for CEQA Requirements	10/3/16	11/30/16
File Notice of Exemption	11/7/16	11/7/16
File No Legal Challenges Letter	12/7/16	12/7/16
Task 7: Permitting	7/31/17	8/31/17
Obtain City of Temecula Encroachment Permits	7/31/17	8/31/17
Pay Water District Meter Fees	7/31/17	8/31/17

Task Name	Start	Finish	
Task 8: Design	6/25/15	8/1/17	Ju
Project Site Identification and Site Conversion Cost Estimate	6/25/15	6/25/15	
Review and Approve Design Plans	11/7/16	7/31/17	
Final Design Plans	3/17/17	8/1/17	
Task 9: Project Performance Monitoring Plan	11/7/16	3/6/17	
Project Performance Monitoring Plan	11/7/16	3/6/17	
Category (d) Construction/Implementation	8/1/16	10/5/18	
Task 10: Contract Services	8/1/16	11/1/16	
MOU RCWD and each site's property owner	8/1/16	8/31/16	
MOU RCWD and City of Temecula	8/1/16	8/31/16	
Execute contracts between the HOAs and the Contract	9/1/16	11/1/16	
City of Temecula Bid Documents and Proof of Advertisement	9/1/16	9/30/16	
City of Temecula Construction Agreement	10/18/16	11/1/16	
Task 11: Construction Administration	9/5/17	10/5/18	
Project Construction Oversight	9/5/17	10/5/18	
Project Inspection	9/5/17	10/5/18	
Task 12: Construction/Implementation	9/5/17	10/1/18	
Subtask 12.1: Mobilization & Site Preparation	9/5/17	10/6/17	
Mobilization	9/5/2017	10/6/17	
Turf Removal & Plant Replacement	9/5/17	10/6/17	
Subtask 12.2: Project Construction	10/9/17	9/4/18	
Irrigation System Retrofit & Connection to Recycled Water Main	10/9/17	9/4/18	
Subtask 12.3: Performance Testing & Demobilization	12/4/17	10/1/18	
Cross Connection Control Testing & Inspection	12/4/17	10/1/18	

PROJECT 4 – RIVERSIDE COUNTY TURF REPLACEMENT PROJECT

Task Name	Start	Finish
Grant Award Date	Wed 1/13/16	Wed 1/13/16
Category (a) Direct Project Administration	Wed 6/3/15	Fri 6/30/17
Task 1: Project Management	Wed 6/3/15	Fri 3/31/17
Grant Application Preparation	Wed 6/3/15	Fri 8/7/15
Generate and Submit Grant DWS Invoices	Fri 7/1/16	Fri 3/31/17
Submit Supporting Project Deliverables to DWR	Fri 7/1/16	Fri 3/31/17
Task 2: Labor Compliance Program	Fri 1/1/16	Wed 2/1/17
Labor Compliance Program Preparation and Management	Fri 1/1/16	Wed 2/1/17
Task 3: Reporting	Fri 7/1/16	Fri 6/30/17
Quarterly Project Progress Reports	Fri 7/1/16	Fri 12/30/16
Draft Project Completion Report	Mon 1/2/17	Fri 3/31/17
Final Project Completion Report	Fri 3/31/17	Fri 6/30/17
Category (b) Land Purchase/Easement		
Task 4: Land Purchase: Not applicable		
Category (c) Planning/Design/Engineering/Environmental Documentation	Fri 1/1/16	Fri 4/29/16
Task 5: Feasibility Studies: Not applicable		
Task 6: CEQA Documentation	Mon 2/1/16	Fri 4/29/16
Review Site for CEQA Requirements	Mon 2/1/16	Fri 4/29/16
File Notice of Exemption	Fri 4/29/16	Fri 4/29/16
File No Legal Challenges Letter	Fri 4/29/16	Fri 4/29/16
Task 7: Permitting: Not applicable		
Task 8: Design	Fri 1/1/16	Tue 3/1/16
Final Design Plans	Fri 1/1/16	Tue 3/1/16
Task 9: Project Monitoring Plan	Fri 1/1/16	Mon 2/1/16
Project Monitoring Plan	Fri 1/1/16	Mon 2/1/16
Category (d) Construction/Implementation	Wed 3/2/16	Fri 12/30/16
Task 10: Contract Services	Wed 3/2/16	Mon 7/4/16
Bid Document Preparation & Advertisement	Wed 3/2/16	Mon 3/2/16
Pre-bid contractor meeting	Tue 3/8/16	Tue 3/8/16
Evaluation of bids	Tue 3/8/16	Mon 3/23/16
Award contract	Tue 3/24/16	Wed 6/1/16
Insurance and bonds	Tue 6/2/16	Mon 7/4/16
Notice to Proceed	Mon 7/4/16	Mon 7/4/16
Task 11: Construction Administration	Mon 8/1/16	Fri 12/30/16
Project Construction Oversight	Mon 8/1/16	Fri 12/30/16
Notice of Completion	Fri 12/30/16	Fri 12/30/16
Task 12: Construction/Implementation	Thu 9/1/16	Fri 12/30/16
Subtask 12.1: Mobilization & Site Preparation	Thu 9/1/16	Thu 9/29/16
Mobilization	Tue 9/5/16	Tue 9/29/16
Turf Removal	Tue 9/5/16	Tue 9/29/16
Subtask 12.2: Project Construction	Fri 9/30/16	Wed 11/30/16
Irrigation system retrofit, installation of drought tolerant native plants and trees, installation of permeable ground cover, and creation and installation of interpretive displays	Fri 9/30/16	Wed 11/30/16
Subtask 12.3: Performance Testing & Demobilization	Thu 12/1/16	Fri 12/30/16
Demobilization	Thu 12/1/16	Fri 12/30/16
Photo Documentation	Thu 12/1/16	Fri 12/30/16

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
- 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:
- Grantee, its contractors, or subcontractors have made a false certification, or
 - 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

**MEMORANDUM OF UNDERSTANDING
TO CONDUCT INTEGRATED REGIONAL WATER MANAGEMENT PLANNING
FOR THE UPPER SANTA MARGARITA WATERSHED**

This Memorandum of Understanding ("MOU") is made and entered into this 31st day of August 2010 ("Effective Date") among the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter called "DISTRICT", the COUNTY OF RIVERSIDE, hereinafter called "COUNTY", and the RANCHO CALIFORNIA WATER DISTRICT, hereinafter called "RCWD".

RECITALS

A. WHEREAS, the Department of Water Resources is administering a grant program for Integrated Regional Water Management or "IRWM" Planning and;

B. WHEREAS, DISTRICT, COUNTY, and RCWD, each hereinafter individually called "AGENCY" and collectively "AGENCIES", are willing to cooperate and work collaboratively with the stakeholders of the Upper Santa Margarita Watershed in Riverside County to prepare the IRWM Plan for the geographic area described on Exhibit 'A' attached hereto ("Planning Region") as accepted by the Department of Water Resources in the Regional Acceptance Process, and

C. WHEREAS, the AGENCIES collectively cover the entire planning area to be covered by this IRWM Plan that contains significant need for major public infrastructure and conservation projects; and

D. WHEREAS, the AGENCIES collectively have made significant investments in planning for flood control, management and water conservation, water supply and reliability, recycled water, habitat preservation and conservation and related water management strategies; and

E. WHEREAS, the AGENCIES collectively and with the Stakeholder Advisory Committee represent all entities significant to water management planning in the area; and

F. WHEREAS, the AGENCIES have the authority and willingness to act in the best interest of the Planning Region in planning and implementing IRWM efforts; and

G. WHEREAS, the AGENCIES are committed to conduct planning efforts in an open accessible process including the Stakeholder Advisory Committee and the public; and

H. WHEREAS, RCWD is willing to take the lead funding role in contracting for planning, making application for funding and implementing funded efforts on behalf of Eastern Municipal Water District and Western Municipal Water District and the Planning Region; and

I. WHEREAS, the AGENCIES have the institutional and fiscal capacity and systems to carry out planning and implementation efforts; and

J. WHEREAS, the AGENCIES are willing to provide funding or in-kind assistance as set forth herein and as mutually agreeable in separate board actions; and

K. WHEREAS, the AGENCIES previously executed a Memorandum of Understanding in 2007, which expires on December 31, 2010 and all AGENCIES wish to continue the efforts under this agreement which supersedes the 2007 agreement; and

L. WHEREAS, The AGENCIES will each benefit from their participation in this MOU.

NOW, THEREFORE, the AGENCIES hereby mutually agree as follows:

1. RCWD shall facilitate the completion of work required to collect and compile existing plans and current information into an IRWM Plan and submit a grant application to the State for funding consideration.

2. Each AGENCY hereby designates its General Manager or Chief Executive to represent its board as the person charged with the authority to review and approve the IRWM Plan for the Planning Region or extending this agreement.

3. The MOU authorizes that applications be made to the California Department of Water Resources or other State or Federal Departments to obtain Integrated Regional Water Management Planning and Implementation Grants 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 the Disaster Preparedness and Flood Prevention Bond Act of 2006, (Public Resource Code Section 7096 et seq.), or future sources of funding and to enter into agreements to receive grant funds for the Upper Santa Margarita IRWM Watershed Planning area. The General Manager of RCWD is hereby authorized and directed to prepare the necessary data, conduct investigations, file such applications, and execute grant agreements with the California Department of Water Resources, contract to disburse funds to designated partners or sub-grantees, and to make changes as needed to contracts or other documents to implement the IRWM process to the benefit of the Planning Region.

4. This MOU authorizes the establishment of a Stakeholder Advisory Committee (hereinafter "Committee") subject to the terms of this MOU and any applicable rules that the AGENCIES may promulgate. The AGENCIES will review and select by consensus the members of the Committee from stakeholder organizations in the Planning Region. Stakeholders represent their agency or organization and serve at the pleasure of the AGENCIES and may not be required to contribute funds except in-kind services. No more than one representative of any organization shall be named to the Committee. The representative shall represent all interests of the organization and the region. The Committee acts in an advisory role to the AGENCIES for plan goals and priorities outreach and project

integration. Stakeholders need not be a member of the Committee to participate in the planning process. The Committee may become dormant or be disbanded if no planning efforts are ongoing or it is no longer needed.

5. The plan, application and related efforts provided for in this MOU aggregate, compile and integrate existing plans and documents as well as solicit new projects and programs. Nothing in these plans, documents or actions, limits the authority of the AGENCIES or their powers or modifies any of the referenced plans, ordinances or actions of the AGENCIES, committee members or stakeholders.

6. Nothing contained within this MOU binds the parties beyond the scope or term of this MOU unless specifically documented in subsequent MOU amendments or contracts. Moreover, this MOU does not require any commitment of funding beyond those voluntarily committed by separate board actions but recognizes in-kind contributions of AGENCIES and stakeholders.

7. The AGENCIES cannot be assured of the results or success of the IRWM plan and application for funding. Nothing within this MOU should be construed as creating a promise or guarantee of future funding nor shall any liability accrue to the AGENCIES from any third party or one of the AGENCIES should funding not be forthcoming. Nor shall any additional liability accrue to RCWD by its willingness to act as lead for contracting and application on behalf of the AGENCIES.

8. This MOU may be terminated by any of the AGENCIES with 120 days notice to all AGENCIES and stakeholders. The term of this MOU is from its effective date shown above to December 31, 2015, unless extended or replaced by other agreements.

9. Withdrawal of AGENCIES or addition of other agencies not included will be allowed with the concurrence of the parties and upon execution of this agreement's terms by their governing board.

10. Any notices sent or required to be sent to any party shall be mailed to the following addresses:

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
1995 Market Street
Riverside, CA 92501

COUNTY OF RIVERSIDE
4080 Lemon Street, 14th Floor
Riverside, CA 92501-3656

RANCHO CALIFORNIA WATER DISTRICT
42135 Winchester Road
Temecula, CA 92590

11. Each AGENCY, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the other AGENCIES, their consultants, and each of their directors, officers, agents, and employees from and against all liability, claims, damages, losses, expenses and other costs including costs of defense and attorneys' fees, arising out of or resulting from or in connection with the performance of the work performed pursuant to this MOU; such obligation shall not apply to any loss, damage or injury, as may be caused solely and exclusively by the fault or negligence of an AGENCY.

12. This MOU is to be construed in accordance with the laws of the State of California.

13. If any provision of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall be declared severable and shall be given full force and effect to the extent possible.

14. Any action at law or in equity brought by any of the parties hereto for the purpose of enforcing a right or rights provided for by this MOU shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereto waive all provisions of law providing for change of venue in such proceedings to any other county.

15. This MOU is the result of negotiations between the parties hereto and with the advice and assistance of their respective counsel. No provision contained herein shall be construed against DISTRICT solely because, as a matter of convenience, it prepared this MOU in final form.

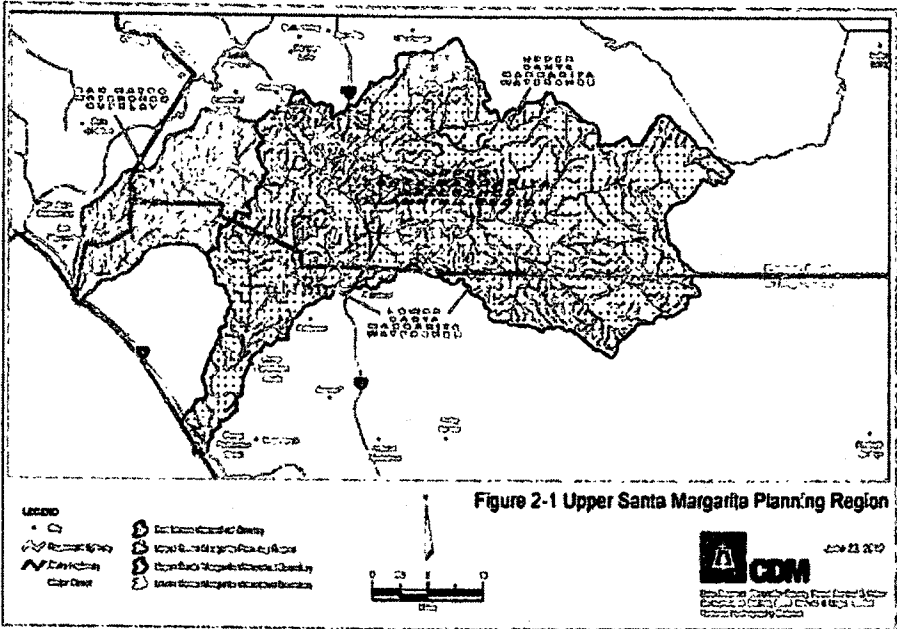
16. Any waiver by AGENCIES of any breach by the other of any one or more of the terms of this MOU shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term hereof. Failure on the part of any of the respective AGENCIES to require from the others exact, full and complete compliance with any terms of the MOU shall not be construed as in any manner changing the terms hereof, or stopping the respective AGENCIES from enforcement hereof.

17. This MOU may be executed and delivered in any number of counterparts or copies, hereinafter called "COUNTERPART", by the parties hereto. When each party has signed and delivered at least one COUNTERPART to the other parties hereto, each COUNTERPART shall be deemed an original and, taken together, shall constitute one and the same MOU, which shall be binding and effective as to the parties hereto.

18. This MOU is intended by the parties hereto as their final expression with respect to the matters herein, and is a complete and exclusive statement of the terms and conditions thereof. This MOU shall not be changed or modified except by the written consent of all parties hereto.

ATTACHMENT A

GEOGRAPHIC DESCRIPTION OF THE PLANNING REGION



RECOMMENDED FOR APPROVAL: COUNTY OF RIVERSIDE

By Marion Ashley
MARION ASHLEY, Chairman
Riverside County Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

PAMELA J. WALLS
County Counsel

KECIA HARPER_IHEM
Clerk of the Board

By David Huff
DAVID HUFF
Deputy County Counsel

By Kenneth J. ...
Deputy

Dated August 6, 2010 (SEAL)

RECOMMENDED FOR APPROVAL: RANCHO CALIFORNIA WATER DISTRICT

By Matthew Stone
MATT STONE, General Manager

By Lisa Herman
LISA HERMAN, Board President

APPROVED AS TO FORM:

JAMES GILPIN
G. MICHAEL COWETT
Legal Counsel

ATTEST:

KELLI E. GARCIA
Secretary of the Board of Directors

By [Signature]

By [Signature]

Memorandum of Understanding
NPDES - Santa Margarita IRWM

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

AUG 31 2010
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL: **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

By Sten Thomas
WARREN D. WILLIAMS
General Manager-Chief Engineer

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

APPROVED AS TO FORM:

ATTEST:

PAMELA J. WALLS
County Counsel
By David Huff
DAVID HUFF
Deputy County Counsel

KECIA HARPER-IHEM
Clerk of the Board
By Kecia Harper-Ihem
Deputy

Dated _____

(SEAL)

AM:cw
P8/132612

Memorandum of Understanding
To Conduct Integrated Regional Water Management
Planning for the Upper Santa Margarita Watershed

AUG 31 2010 11.3

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:

Sponsored Project	Sponsor Agency	Agency Address
Project 1 – Wellhead Treatment Facilities – Well 102	Rancho California Water District	42135 Winchester Road Temecula, CA 92590
Project 2 - Water Use Efficiency Turf Removal Project	Eastern Municipal Water District	2270 Trumble Road Perris, Ca. 92572-8300
	Western Municipal Water District	14205 Meridian Parkway Riverside, CA 92518
	Rancho California Water District	42135 Winchester Road Temecula, CA 92590
Project 3 - Expanded Recycled Water And Plant Conversion Project	Rancho California Water District	42135 Winchester Road Temecula, CA 92590
	City of Temecula	
Project 4 – Riverside County Turf Replacement Project	Riverside County Regional Park and Open Space District	4600 Crestmore Road, Jurupa Valley, CA 92509

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. 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?