



Upper Mokelumne River Watershed Authority

Supplemental Agenda Materials Packet - October 23, 2020 -

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Members
Alpine County • Alpine County Water Agency • Amador County • Amador Water Agency • Calaveras County •
Calaveras County Water District • Calaveras Public Utility District • East Bay Municipal Utility District • Jackson
Valley Irrigation District

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA
(DEPARTMENT OF WATER RESOURCES) AND
UPPER MOKELUMNE RIVER WATERSHED AUTHORITY
AGREEMENT NUMBER 4600013814
PROPOSITION 1 ROUND 1 INTEGRATED REGIONAL WATER MANAGEMENT (IRWM)
IMPLEMENTATION GRANT**

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 Upper Mokelumne River Watershed Authority, a joint powers authority 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. The State shall provide funding from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) to the Grantee to assist in financing the projects, which are included in and implemented in an adopted Integrated Regional Water Management Plan (IRWM Plan), pursuant to Chapter 7. Regional Water Security, Climate, and Drought Preparedness (Wat. Code, § 79740 et seq.). The provision of State funds pursuant to this Agreement shall be construed or interpreted to mean that the IRWM Plan, or any components of the IRWM Plan, implemented in accordance with the Work Plan as set forth in Exhibit A, has been adopted through the IRWM Plan Review Process, and is/are consistent with Water Code section § 10530 et seq.
- 2) TERM OF GRANT AGREEMENT. The term of this Grant Agreement begins on the date this Grant Agreement is executed by the State, through final payment plus three (3) years unless otherwise terminated or amended as provided in this Grant Agreement. However, all work shall be completed by September 30, 2023 in accordance with the Schedule as set forth in Exhibit C and no funds may be requested after December 31, 2023.
- 3) GRANT AMOUNT. The maximum amount payable by the State under this Grant Agreement shall not exceed \$556,447.00. If applicable, this amount may be reduced as per the Paragraph 5.A.ii.
- 4) GRANTEE COST SHARE. Not Applicable
- 5) BASIC CONDITIONS.
 - A. Unless exempt as per the 2019 IRWM Implementation Grant Proposal Solicitation Package (page 36), project(s) that are subject to the California Environmental Quality Act (CEQA) including final land purchases, shall not be included in this Agreement until the CEQA process is completed and all permits necessary to begin construction are acquired. Projects providing at least 75% of benefits a disadvantaged community (DAC), economically distressed area (EDA), and/or Tribe (based on population or geography), or projects implemented by Tribes will be exempt from this requirement.
 - i. Such projects will be included in the Agreement as a placeholder. Placeholder projects are not eligible for grant reimbursement and may not submit invoices to DWR until such time as they are fully included in the Agreement.
 - ii. Placeholder projects that complete CEQA and/or acquire permits (necessary to begin construction) within eighteen (18) months of the agreement execution date will be amended into the agreement. At the end of the eighteen (18)- month term, any placeholder projects that fail to complete CEQA and/or acquire permits will be deleted from the Agreement. The total grant award will be reduced by the amount of the deleted project(s). Replacement projects will not be allowed. Reduced amount will be made available to the respective Funding Area in future funding rounds on a competitive basis. Deleted placeholder projects will not be eligible to receive any grant reimbursement under this Agreement; however, such project could be eligible under the next round of grant solicitation.
 - B. The State shall have no obligation to disburse money for the Project(s) under this Grant Agreement until the Grantee has satisfied the following conditions (if applicable):

- i. The Grantee shall demonstrate compliance with all eligibility criteria as set forth on pages 9-11, inclusive, of the 2019 IRWM Implementation Grant Program Guidelines (2019 Guidelines).
- ii. For the term of this Agreement, the Grantee shall submit Quarterly Progress Reports which must accompany an invoice and all invoice backup documentation (\$0 Invoices are acceptable) and shall be submitted within 60 days following the end of the calendar quarter (i.e. invoices due May 30, August 30, November 30, and February 28) and all other deliverables as required by Paragraph 14, "Submission of Reports" and Exhibit A, "Work Plan".
- iii. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State.
 1. Final plans and specifications certified, signed and stamped by a California Registered Civil Engineer (or equivalent registered professional as appropriate) to certify compliance for each approved project as listed in Exhibit A of this Grant Agreement.
 2. Work that is subject to the California Environmental Quality Act (CEQA) (including final land purchases) shall not proceed under this Grant Agreement until the following actions are performed:
 - a) The Grantee submits to the State all applicable environmental permits needed to start construction, as indicated on the Environmental Information Form to the State,
 - b) Documents that satisfy the CEQA process are received by the State,
 - c) The State has completed its CEQA process as a Responsible Agency, and
 - d) The Grantee receives written notification from the State of concurrence with the Lead Agency's CEQA process and State's notice of verification of environmental permit submittal.

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

- iv. A monitoring plan as required by Paragraph 16, "Monitoring Plan Requirements," if applicable.
- 6) **DISBURSEMENT OF FUNDS.** The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to the Grantee under this Grant Agreement shall be deposited in a non-interest bearing account and shall be used solely to pay Eligible Project Costs.
- 7) **ELIGIBLE PROJECT COST.** The Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget". Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related

to the Project included in this Agreement. Costs incurred after June 26, 2020, may 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 this Grant.
 - B. Costs for preparing and filing a grant application.
 - C. Operation and maintenance costs, including post construction performance and monitoring costs.
 - D. Purchase of equipment that is not an integral part of a project.
 - E. Establishing a reserve fund.
 - F. Purchase of water supply.
 - G. Replacement of existing funding sources for ongoing programs.
 - H. Meals, food items, or refreshments.
 - I. Payment of any punitive regulatory agency requirement, federal or state taxes.
 - 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, or acquisition of land by eminent domain.
 - K. Overhead and Indirect Costs. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee or LPSs; non-project-specific accounting and personnel services performed within the Grantee's or LPS' organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; forums, trainings, and seminars; and, generic overhead or markup. This prohibition applies to the Grantee, LPSs, and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.
 - L. Mitigation for environmental impacts not resulting from implementation of the Project funded by this program.
- 8) METHOD OF PAYMENT. After the disbursement requirements in Paragraph 5, "Basic Conditions" are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee of an electronic invoice certified and transmitted via electronic/digital signature system (e.g., DocuSign) or via US mail or Express mail delivery of a "wet signature" for costs incurred, including Local Cost Share, and timely Quarterly Progress Reports as required by Paragraph 14, "Submission of Reports." Payment will be made no more frequently than quarterly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Quarterly Progress Report must accompany an invoice (\$0 Invoices are acceptable) and shall be submitted within 60 days following the end of the calendar quarter (i.e. invoices due May 30, August 30, November 30, and February 28). The State will notify the Grantee, in a timely manner, whenever, upon review of an invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Grantee shall include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.
- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.
- C. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:
 - i. Invoices shall contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered, and the total amount due.
 - ii. Invoices shall be itemized based on the categories (i.e., tasks) specified in Exhibit B, "Budget." The amount claimed for salaries/wages/consultant fees shall include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - iii. One set of sufficient evidence (i.e., receipts, copies of checks, personnel hours' summary table, time sheets) shall be provided for all costs included in the invoice.
 - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Grant Amount" and those costs that represent the Grantee's costs, as applicable, in Paragraph 4, "Grantee Cost Share."
 - v. Original signature and date of the Grantee's Project Representative. Submit an electronic invoice, certified and transmitted via electronic/digital signature system (e.g., DocuSign), from authorized representative to the Project Manager or the original "wet signature" copy of the invoice form to the Project Manager at the following address: 901 P Street, Sacramento, Ca 95814.

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

- 9) **ADVANCED PAYMENT.** Water Code section 10551 authorizes advanced payment by the State for projects included and implemented in an applicable Integrated Regional Water Management Plan, and when the project proponent is a nonprofit organization; a DAC; or the project benefits a DAC. If a project is awarded less than \$1,000,000 in grant funds, the project proponent may receive an advanced payment of up to fifty (50) percent of the grant award; the remaining fifty (50) percent of the grant award will be reimbursed in arrears after the advanced funds of a budget category have been fully expended. Within ninety (90) calendar days of execution of the Grant Agreement, the Grantee may provide the State an Advanced Payment Request. Advanced Payment Requests received ninety (90) calendar days after the execution of this Agreement will not be eligible to receive an advanced payment. The Advanced Payment Request shall contain the following:
 - A. Documentation demonstrating that each Local Project Sponsor (if different from the Grantee, as listed in Exhibit I) 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.

- B. If the Grantee is requesting the advanced payment, the request(s) shall include:
- i. Descriptive information of each project with an update on project status
 - ii. The names of the entities that will receive the funding for each project, including, but not limited to, an identification as to whether the project proponent or proponents are nonprofit organizations or a DAC, or whether the project benefits a DAC
 - iii. A detailed funding plan which includes how the advanced payment will be expended (in terms of workplan, budget, and schedule) within the timeframe agreed upon by DWR and the Grantee. The funding plan must clearly identify the total budget (at Budget Category Level) for each project clearly showing the portion of advanced payment and reimbursement funds.
 - iv. Any other information that DWR may deem necessary
- C. Upon review of the submitted information, DWR may determine to advance less than the requested amount. In the case of the funds advanced being less than the request, the remaining amount can be requested by the Grantee a quarter before the initial Advanced Payment (and any subsequent payment(s)) amounts are expended. Approval of subsequent Advanced Payment for a particular project will be based on the project's ongoing compliance with the Advanced Payment requirements and is the sole discretion of DWR.
- D. Once DWR approves Advanced Payment request, the Grantee shall submit Advanced Payment Invoice(s) on behalf of the LPSs, containing the request for each qualified project, to the State with signature and date of the Grantee's Project Representative, as indicated in Paragraph 21, "Project Representative." The Grantee shall be responsible for the timely distribution of the advanced funds to the respective Local Project Sponsor(s). Within sixty (60) calendar days of receiving the Advanced Payment Invoice and all required project information and that information being deemed adequate at the sole discretion of DWR, and subject to the availability of funds, the State will authorize payment of the advanced funds of up to the amount agreed upon (i.e., no more than fifty (50) percent) of the grant award for the qualified project(s) or lesser amount as requested by the Grantee. The Advanced Payment Invoice(s) shall be submitted on forms provided by the State and shall meet the following format requirements:
- i. Invoice shall contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - ii. Invoice shall be itemized based on the budget categories specified in Exhibit B, "Budget."
 - iii. The State Project Manager will notify the 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. The 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 distribution requirements in Paragraph 5, "Basic Conditions" are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee of a signed invoice for costs incurred, including Local Cost Share (as applicable), and timely Progress Reports as required by Paragraph 14, "Submission of Reports."
 - iv. On a quarterly basis, the Grantee will submit an Accountability Report to the State 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.). Accountability Reports shall be itemized based on the budget categories (i.e., tasks) specified in Exhibit B.

2. An updated Accountability Report including an updated Funding Plan that depicts how the remaining advanced funds will be expended and the activities and deliverables associated with the advanced funds within the timeframe agreed upon by DWR and the Grantee when the advanced payment request was approved.
3. Documentation that the funds were placed in a non-interest bearing account, including the dates of deposits and withdrawals from that account.
4. Proof of distribution of advanced funds to Local Project Sponsor(s), if applicable.

- v. The State's Project Manager will notify the Grantee, in a timely manner, when, upon review of the Accountability Report, the State determines that any portion of the expenditures claimed are not eligible costs. The 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 A, the State will reject the claim and remove them from the Accountability Report.

- E. Once the Grantee has expended all advanced funds in a budget category, then the method of payment will revert to the reimbursement process for that budget category specified in Paragraph 8, "Method of Payment for Reimbursement," and any remaining requirements of Paragraph 5, "Basic Conditions."

10) REPAYMENT OF ADVANCES. The State may demand repayment from the 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 the 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 the Grant Agreement.
- B. The Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction.
- C. Failure by the Grantee to submit complete and accurate quarterly Accountability Reports by the required due dates, unless otherwise approved by DWR.
- D. Failure to deposit funds in a non-interest-bearing account.
- E. Use of Advance Payment funds for ineligible expenses and/or activities not consistent with this Agreement.
- F. Inappropriate use of funds, as deemed by DWR.
- G. Failure to comply with any other term of this Agreement.
- H. Repayment amounts may also include:
 - i. Actual costs incurred which are not consistent with the activities presented in Exhibit A, not supported, or are ineligible.
 - ii. Advanced funds which are not fully expended by project completion, notwithstanding Water Code section 10551(c)(4). Unused grant funds shall be returned to DWR within sixty (60) calendar days.

Any repayment of advanced funds may consist of reducing the amount from future reimbursement invoices. The State may consider the Grantee's refusal to repay the requested advanced amount a material breach of this Agreement subject to the default provisions in Paragraph 12, "Default Provisions."

If the State notifies the Grantee of its decision to demand repayment or withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Agreement.

11) WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 12, "Default Provisions," the portion that has been disbursed shall thereafter be repaid immediately with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State. The State may consider the Grantee's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 12, "Default Provisions." If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

12) DEFAULT PROVISIONS. The Grantee shall be in default under this Grant Agreement if any of the following occur:

- A. Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between the Grantee and the State evidencing or securing the 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 operate or maintain the Project in accordance with this Grant Agreement.
- D. Failure to make any remittance required by this Grant Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.5.
- E. Failure to submit quarterly progress reports pursuant to Paragraph 5.
- F. Failure to routinely invoice the State pursuant to Paragraph 8.
- G. Failure to meet any of the requirements set forth in Paragraph 13, "Continuing Eligibility."

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

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

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

- 13) CONTINUING ELIGIBILITY. The Grantee shall meet the following ongoing requirement(s) and all eligibility criteria outlined in the 2019 Guidelines to remain eligible to receive State funds:
- A. An urban water supplier that receives grant funds pursuant to this Agreement shall maintain compliance with the Urban Water Management Planning Act (UWMP; Wat. Code, § 10610 et seq.) and Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.) as set forth on page 11 of the 2019 Guidelines, and Senate Bill No. 555, as stated on page 22 of the Proposal Solicitation Package. For more information, visit the website listed in Appendix A in the 2019 Guidelines.
 - B. An agricultural water supplier receiving grant funds shall comply with Sustainable Water Use and Demand Reduction requirements outlined in Water Code section 10608, et seq. and have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR. To maintain eligibility and continue funding disbursements, an agricultural water supply shall have their 2015 AWMP identified on the State's website. For more information, visit the website listed in Appendix A in the 2019 Guidelines.
 - C. A surface water diverter receiving grant funds shall maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et. Seq.
 - D. If applicable, the Grantee shall demonstrate compliance with the Sustainable Groundwater Management Act set forth on page 10 of the 2019 Guidelines.
 - E. If the Grantee has been designated as a monitoring entity under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program, the Grantee shall maintain reporting compliance, as required by Water Code section 10932 and the CASGEM Program.
 - F. The Grantee shall adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406, et seq.) for data sharing, transparency, documentation, and quality control. For more information, visit the website listed in Appendix A of the 2019 Guidelines.
- 14) 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 the State. All reports shall be submitted to the State's Project Manager and shall be submitted via the DWR "Grant Review and Tracking System" (GRanTS). If requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F, "Report Formats and Requirements." 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 project.
- A. Quarterly Progress Reports: The Grantee shall submit quarterly Progress Reports to meet the State's requirement for disbursement of funds. Progress Reports shall be uploaded via GRanTS, and the State's Project Manager notified of upload. Progress Reports shall, in part, provide a brief description of the work performed, the Grantee's activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Progress Report must accompany an invoice (\$0 Invoices are acceptable) and shall be submitted within 60 days following the end of the calendar quarter (i.e. invoices due May 30, August 30, November 30, and February 28).
 - B. Accountability Report: The Grantee shall prepare and submit to the State an Accountability Report on a quarterly basis if the Grantee received an advanced payment, consistent with the provisions in Paragraph 9, "Advanced Payment."
 - C. Project Completion Report: The Grantee shall prepare and submit to the State a separate Project Completion Report for each project included in Exhibit A. The Grantee shall submit a Project

Completion Report (or a Component Completion Report, if a Project has multiple Components) within ninety (90) calendar days of Project/Component completion as outlined in Exhibit F.

- D. Grant Completion Report: Upon completion of all the Projects included in Exhibit A, the Grantee shall submit to the State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Completion Report for the final project to be completed under this Grant Agreement, as outlined in Exhibits A, and F. Retention for the grant administration project as part of this Grant Agreement will not be disbursed until the Grant Completion Report is approved by the State.
- E. Post-Performance Reports: The Grantee shall prepare and submit to the State Post-Performance Reports for the applicable project(s). Post-Performance Reports shall be submitted to the 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 three (3) years after the project begins operation.
- 15) OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by the State, the Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. The Grantee or their successors may, with the written approval of the State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal by the Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of the State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 12, "Default Provisions."
- 16) MONITORING PLAN REQUIREMENTS. A Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. The Monitoring Plan should incorporate Post-Performance Monitoring Report requirements as defined and listed in Exhibit F, and follow the guidance provided in Exhibit J, "Project Monitoring Plan Guidance."
- 17) STATEWIDE MONITORING REQUIREMENTS. The Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Water Code § 10780 et seq.) 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 G for web links and information regarding other State monitoring and data reporting requirements.
- 18) NOTIFICATION OF STATE. The Grantee shall promptly notify the State, in writing, of the following items:
- A. Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.

- B. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by the State's representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.
 - C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find shall cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.
 - D. The initiation of any litigation or the threat of litigation against the Grantee or an LPS regarding the Project or which may affect the Project in any way.
 - E. Applicable to construction projects only: Final inspection of the completed work on a project by a Registered Professional (Civil Engineer, Engineering Geologist, or other State approved certified/licensed Professional), in accordance with Exhibit D. The Grantee shall notify the State's Project Manager of the inspection date at least fourteen (14) calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.
- 19) NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:
- A. By delivery in person.
 - B. By certified U.S. mail, return receipt requested, postage prepaid.
 - C. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
 - D. By electronic means.
 - E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U.S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the addresses listed below. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.
- 20) PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, the Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.
- 21) PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:
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| Department of Water Resources | Upper Mokelumne River Watershed Authority |
| Arthur Hinojosa
Chief, Division of Regional Assistance
P.O. Box 942836
Sacramento, CA 94236-0001
Phone: (916) 653-4736
Email: Arthur.Hinojosa@water.ca.gov | Richard Sykes
Executive Officer
15083 Camanche Parkway South
Valley Springs, Ca 95252
Phone: (510) 390-4035
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Direct all inquiries to the Project Manager:

Department of Water Resources

Maria Jochimsen
Environmental Scientist
901 P Street
Sacramento, Ca 95814
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Email: Maria.Jochimsen@water.ca.gov

Upper Mokelumne River Watershed Authority

Richard Sykes
Executive Officer
15083 Camanche Parkway South
Valley Springs, Ca 95252
Phone: (510) 390-4035
Email: rsykes@sbcglobal.net

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

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

Exhibit A – Work Plan

Exhibit B – Budget

Exhibit C – Schedule

Exhibit D – Standard Conditions

Exhibit E – Authorizing Resolution

Exhibit F – Report Formats and Requirements

Exhibit G – Requirements for Data Submittal

Exhibit H – State Audit Document Requirements for the Grantee

Exhibit I – Local Project Sponsors and Project Locations

Exhibit J – Project Monitoring Plan Guidance

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

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

Richard Sykes

Arthur Hinojosa

Upper Mokelumne River Watershed
Authority
Executive Officer

Chief, Division of Regional Assistance

Date _____

Date _____

Approved as to Legal Form and Sufficiency

Robin Brewer
Assistant Chief Counsel, Office of the Chief
Counsel

Date _____

DRAFT

EXHIBIT A
WORK PLAN

PROPOSITION 1 ROUND 1 MOKELUMNE/AMADOR/CALAVERAS REGION IRWM IMPLEMENTATION GRANT

PROJECT 1: West Point Water Supply Reliability Project

IMPLEMENTING AGENCY: Upper Mokelumne River Watershed Authority and Calaveras County Water District

PROJECT DESCRIPTION: The Regional Water Management Group authorized the Upper Mokelumne River Watershed Authority (UMRWA) to act as the applicant and the grant manager for the Proposition 1, Round 1 IRWM Implementation Grant. UMRWA will administer these funds and respond to DWR's reporting and compliance requirements associated with the grant administration.

The West Point Water Supply Reliability Project will upgrade the water treatment plant in the community of West Point by upgrading the filter media with a redundant, online filtration system that matches the existing system's capacity when off-line for maintenance and that will reduce the filtration loading rate during normal operations. The West Point Water Treatment Plant will be able to produce potable water for at least two weeks per year while the original filter is offline. The secondary redundant filter will also improve the system's fire flow capacity. The Project will also analyze engineered and operational controls to leverage the redundant process to either operate more efficiently or to produce higher quality effluent during non-emergency operations. The primary benefit of this Project is increased potable water system reliability by approximately 177 AFY. An additional Project benefit is an expected increase in backwash water efficiency of at least 9 AF through the replacement of existing filter media and the addition of a secondary filter.

Budget Category (a): Project Administration

Task 1: Agreement Administration

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

Task 2: Invoicing

UMRWA will be responsible for compiling invoices for submittal to DWR. This includes collecting invoice documentation from each of the Local Project Sponsors and compiling the information into a DWR Invoice Packet. Calaveras County Water District will prepare invoices including relevant supporting documentation for submittal to DWR via UMRWA. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Quarterly Invoices and associated backup documentation

Task 3: Reporting (UMRWA)

UMRWA will be responsible for compiling progress reports for submittal to DWR. UMRWA will coordinate with Local Project Sponsor 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 report. Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review.

Reports will meet generally accepted professional standards for technical reporting and the requirements terms of the contract with DWR outlined in Exhibit F of this Agreement. For example, progress reports will explain the status of each 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:

- Quarterly Progress Reports
- Grant Completion Report including the Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Condition D.2

Budget Category (b): Land Purchase/Easement

Task 4: Land Purchase

Not applicable.

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

Task 5: CEQA Documentation

Prepare all necessary environmental documentation. A Categorical Exemption is anticipated for CEQA compliance. Prepare letter stating no legal challenges (or addressing legal challenges). After preparation, submit all required documents to the State to facilitate State review per Agreement paragraph 5.

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

A Permit amendment application for domestic water supply will be prepared (with the technical information needed to support the permit amendment) and submitted to the State Water Resources Control Board (SWRCB). It is anticipated that the Permit Amendment will be sought and granted once the project is complete.

Deliverables:

- Permits as required

Task 7: Design

Prepare a preliminary design report (PDR) that evaluates up to three different treatment technology alternatives and up to two different treatment configurations. Perform a geotechnical investigation and a topographical and planimetric site survey of the preferred site for the treatment process at the existing West Point Water Treatment Plant site. The PDR will include a recommended technology and configuration ("Project") for final design.

Prepare design documents, including plans, specifications, and estimated construction cost estimates of the recommended technology and configuration outlined in the PDR. Project parameters shall be fully defined, including sizing of Project components, topography, property boundaries, and existing and proposed yard piping. Drawings will indicate the scope, extent, and character of the work to be provided by the contractor.

Deliverables:

- Geotechnical Report
- Preliminary (Basis of) Design Report
- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan (as per the guidance provided in Exhibit J) for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: 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 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A part-time engineering construction observer will be on site as needed for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. The task also includes hosting construction workshops between the owner, engineer, and contract as needed to resolve any design and/or construction issues. Calaveras County Water District will review the construction contractor's startup plan, schedule, and procedures and attend testing and review testing data submitted by the construction contractor. A conformed record drawing set will be created from as-built drawings. The DWR Certificate of Project Completion will be completed upon completion of the project.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities are outlined below.

11(a): Mobilization and site preparation activities, including:

- Setting up temporary facilities (e.g., field office, construction barriers),
- Preparing, submitting, and responding to submittals; and
- All contractor administrative requirements (e.g., bonds, insurance).

11(b): General and specialty construction activities, including:

- Site work
 - Demolish existing structures as specified
 - Site grading
 - Installing foundation/slabs and other ground improvements
 - Installing water piping for raw and treated water connections
 - Installing underground electrical conduits and related appurtenances
- Infrastructure Improvements
 - Implement project as approved by furnishing and installing all permanent facilities including:
 - Materials (appurtenances such as piping, valves, fittings, pumps, meters, chemical tanks, etc.)
 - Water treatment equipment and electrical controls
 - Construction of buildings and structures to enclose the new treatment equipment, piping, and controls
- All trade-specific tasks, including mechanical, electrical, instrumentation and controls, and plumbing construction, start-up, and testing.
- Meeting applicable permit requirements and coordinating associated inspections, inspectors, and utility agencies
- Start-up and facility commissioning

11(c): Demobilization activities, including:

- Site cleanup and site restoration (e.g., final grading, landscaping, touch-up paint);
- Furnishing all documentation (warranties, manuals, Standard Operating Procedure); and
- Removal of all temporary facilities.

Deliverables:

- Photographic Documentation of Progress

**EXHIBIT B
BUDGET**

PROPOSITION 1 ROUND 1 MOKELUMNE/AMADOR/CALAVERAS IRWM IMPLEMENTATION GRANT

AGREEMENT BUDGET SUMMARY

PROJECTS		Grant Amount	Required Cost Share: Non-State Fund Source	Other Cost Share	Total Cost	Percent Cost Share
1	West Point Water Supply Reliability	\$556,447	\$0	\$1,394,428	\$1,950,875	0%
GRAND TOTAL		\$556,447	\$0	\$1,394,428	\$1,950,875	-

PROJECT 1: West Point Water Supply Reliability

Implementing Agency: Calaveras County Water District

Project directly serves a need of a Disadvantaged Community: Yes

BUDGET CATEGORY		Cost Share: Non-State Fund Source*	Grant Amount	Other Cost Share**	Total Cost
(a)	Project Administration	\$0	\$41,371	\$0	\$41,371
(b)	Land Purchase / Easement	\$0	\$0	\$0	\$0
(c)	Planning / Design / Engineering / Environmental Documentation	\$0	\$125,000	\$199,509	\$324,509
(d)	Construction / Implementation	\$0	\$390,076	\$1,194,919	\$1,584,995
TOTAL COSTS		\$0	\$556,447	\$1,394,428	\$1,950,875

NOTES:

*Grantee received a full (100%) cost share waiver.

** Other Cost Share funded by Calaveras County Water District through water customer rates, leveraged by the District's Capital Rehabilitation and Replacement Fund.

**EXHIBIT C
SCHEDULE**

PROPOSITION 1 ROUND 1 MOKELUMNE/AMADOR/CALAVERAS IRWM IMPLEMENTATION GRANT

PROJECT 1: West Point Water Supply Reliability Project

BUDGET CATEGORY		Start Date	End Date
a	Project Administration	04/01/2020	12/01/2023
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	01/01/2021	7/12/2022
d	Construction / Implementation	02/26/2022	09/1/2023

*Category C, Final Design and Project Performance Monitoring Plan are expected to be completed by 7/12/2022. Category D, Contract Services are expected to begin 2/26/2022.

EXHIBIT D

STANDARD CONDITIONS

- D.1) ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:
- A. **Separate Accounting of Funding Disbursements:** The Grantee shall account for the money disbursed pursuant to this Grant Agreement separately from all other Grantee funds. The Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. The Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. The Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by the State at any and all reasonable times.
 - B. **Disposition of Money Disbursed:** All money disbursed pursuant to this Grant Agreement shall be deposited in a non-interest-bearing account, administered, and accounted for pursuant to the provisions of applicable law.
 - C. **Remittance of Unexpended Funds:** The Grantee shall remit to the State any unexpended funds that were disbursed to the Grantee under this Grant Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from the State to the Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant Agreement, whichever comes first.
- D.2) ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: The Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Grant Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 and through an agreement with the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.
- D.3) AMENDMENT: This Grant Agreement may be amended 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 shall be in writing stating the amendment request and the reason for the request. The State shall have no obligation to agree to an amendment.
- D.4) AMERICANS WITH DISABILITIES ACT: By signing this Grant Agreement, the Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
- D.5) AUDITS: The State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of the Project, with the costs of such audit borne by the State. After completion of the Project, the State may require the Grantee to conduct a final audit to the State's specifications, at the Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by the Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and the State may elect to pursue any remedies provided in Paragraph 12, "Default Provisions" or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Grant Agreement with respect of all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of the Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement. If an audit reveals any impropriety, the Bureau of State Audits or the State Controller's Office may conduct a full audit of any or all of the Grantee's activities. (Water Code § 79708 (b))

- D.6) BUDGET CONTINGENCY: If the Budget Act of the current year covered under this Grant Agreement does not appropriate sufficient funds for this program, this Grant Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the State to make any payments under this Grant Agreement. In this event, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement and the Grantee shall not be obligated to perform any provisions of this Grant Agreement. Nothing in this Grant Agreement shall be construed to provide the Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Grant Agreement with no liability occurring to the State, or offer a Grant Agreement amendment to the Grantee to reflect the reduced amount.
- D.7) CALIFORNIA CONSERVATION CORPS: The Grantee may use the services of the California Conservation Corps or other community conservation corps as defined in Public Resources Code section 14507.5.
- D.8) CEQA: Activities funded under this Grant Agreement, regardless of funding source, shall be in compliance with CEQA. (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Grant Agreement shall not proceed until documents that satisfy the CEQA process are received by the State's Project Manager and the State has completed its CEQA compliance. Work funded under the Grant Agreement subject to a CEQA document shall not proceed until and unless approved by the State Project Manager. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once the State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 12, "Default Provisions."
- D.9) CHILD SUPPORT COMPLIANCE ACT: 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 Family Code § 5200 et seq.; and
 - B. The Grantee, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.10) CLAIMS DISPUTE: Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. The State and the Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.

- D.11) **COMPETITIVE BIDDING AND PROCUREMENTS:** The Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by State under this Grant Agreement shall be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' State Contracting Manual rules shall be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
- D.12) **COMPUTER SOFTWARE:** The Grantee certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.13) **CONFLICT OF INTEREST:** All participants are subject to State and federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, shall result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- A. **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
 - B. **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
 - C. **Employees of the Grantee:** Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
 - D. **Employees and Consultants to the Grantee:** Individuals working on behalf of the Grantee may be required by DWR to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.14) **DELIVERY OF INFORMATION, REPORTS, AND DATA:** The Grantee agrees to expeditiously provide throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by the State.
- D.15) **DISPOSITION OF EQUIPMENT:** The Grantee shall provide to the State, not less than thirty (30) calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by the State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within sixty (60) calendar days of receipt of such inventory, the State shall provide the Grantee with a list of the items on the inventory that the State will take title to. All other items shall become the property of the Grantee. The State shall arrange for delivery from the Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by the State.

- D.16) DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance: By signing this Grant Agreement, the Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:
- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
 - B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. The Grantee's policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation, and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
 - C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
 - i. Will receive a copy of the Grantee's drug-free policy statement, and
 - ii. Will agree to abide by terms of the Grantee's condition of employment, contract or subcontract
- D.17) EASEMENTS: Where the Grantee or LPS acquires property in fee title or funds improvements to real property already owned in fee by the Grantee or LPS using State funds provided through this Grant Agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction shall be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.
- Where the Grantee or LPS acquires an easement under this Agreement, the Grantee or LPS agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.
- Failure to provide an easement acceptable to the State can result in termination of this Agreement.
- D.18) FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL: Upon completion of the Project, the Grantee shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering 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.
- D.19) GRANTEE'S RESPONSIBILITIES: The Grantee and its representatives shall:
- A. Faithfully and expeditiously perform, or cause to be performed, all project work as described in Exhibit A and in accordance with Exhibits B and C.
 - B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations,

representations, and statements made by the Grantee in the application, documents, amendments, and communications filed in support of its request for funding.

- C. Comply with all applicable California, federal, and local laws and regulations.
 - D. Implement the Project in accordance with applicable provisions of the law.
 - E. Fulfill its obligations under the Grant Agreement and be responsible for the performance of the Project.
 - F. Obtain any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. The Grantee shall provide copies of permits and approvals to the State.
 - G. Be solely responsible for design, construction, and operation and maintenance of projects within the Work Plan. Review or approval of plans, specifications, bid documents, or other construction documents by the State is solely for the purpose of proper administration of funds by the State and shall not be deemed to relieve or restrict responsibilities of the Grantee under this Grant Agreement.
 - H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Grant Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
- D.20) GOVERNING LAW: This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.21) INCOME RESTRICTIONS: The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement, shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement. The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.
- D.22) INDEMNIFICATION: The Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of this Project and any breach of this Agreement. The Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- D.23) INDEPENDENT CAPACITY: The Grantee, and the agents and employees of the Grantee, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.24) INSPECTION OF BOOKS, RECORDS, AND REPORT. During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by the Grantee to comply with this provision shall be

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

- D.25) INSPECTIONS OF PROJECT BY STATE: The State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any subcontracts, and the Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with the State.
- D.26) LABOR CODE COMPLIANCE: The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's Public Works Manual at: <https://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.
- D.27) NONDISCRIMINATION: During the performance of this Grant Agreement, the Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation or gender identity, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital/domestic partner status, and denial of medial and family care leave or pregnancy disability leave. The Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing the California Fair Employment and Housing Act are incorporated into this Agreement by reference. The Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.
- D.28) 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.29) PERFORMANCE BOND: Where contractors are used, the Grantee or LPS shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee or LPS in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph shall be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
- D.30) PRIORITY HIRING CONSIDERATIONS: If this Grant Agreement includes services in excess of \$200,000, the Grantee or LPS shall give priority consideration in filling vacancies in positions funded by the Grant Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.

- D.31) PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION: The Grantee or LPS shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with the Grantee's service of water, without prior permission of the State. The Grantee or LPS shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of the Grantee to meet its obligations under this Grant Agreement, without prior written permission of the State. The State may require that the proceeds from the disposition of any real or personal property be remitted to the State.
- D.32) PROJECT ACCESS: The Grantee and/or LPS shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- D.33) REMAINING BALANCE: In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.
- D.34) 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.35) RETENTION: The State shall withhold ten percent (10%) of the funds, for each Project, until the Project is complete and Final Project Report is approved and accepted by DWR. If a Project has multiple Components (within a Project), the State's discretion and upon a written request by the Grantee, any retained amount attributable to a single Component may be released when that Component is complete and the Final Component Completion Report is approved. Upon approval of the Final Project report and/or Final Component Completion Report, any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest.
- D.36) RIGHTS IN DATA: The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to the State for financial support. The Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.37) 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.38) SUSPENSION OF PAYMENTS: This Grant Agreement may be subject to suspension of payments or termination, or both if the State determines that:
- A. The Grantee, its contractors, or subcontractors have made a false certification, or
 - B. The Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant Agreement.
- D.39) SUCCESSORS AND ASSIGNS: This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is

approved by State and made subject to such reasonable terms and conditions as the State may impose.

- D.40) TERMINATION BY GRANTEE: Subject to State approval which may be reasonably withheld, the Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, the Grantee shall provide a reason(s) for termination. The Grantee shall submit all progress reports summarizing accomplishments up until termination date.
- D.41) TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 12, "Default Provisions," the State may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 12, "Default Provisions."
- D.42) TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on thirty (30) days advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.43) THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.44) TIMELINESS: Time is of the essence in this Grant Agreement.
- D.45) TRAVEL – DAC, EDA, TRIBES PROJECT: Travel is only an eligible reimbursable expense for projects providing at least 75% of benefits to DACs, EDAs, and/or Tribes (based on population or geographic area). Only ground transportation and lodging are eligible for grant reimbursement. Per diem costs will not be eligible for grant reimbursement. Any reimbursement for necessary travel shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred. No travel outside of the IRWM region shall be reimbursed unless prior written authorization is obtained from the State.
- D.46) UNION ORGANIZING: The Grantee, by signing this Grant Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Grant Agreement. Furthermore, the Grantee, by signing this Grant Agreement, hereby certifies that:
- A. No State funds disbursed by this Grant Agreement will be used to assist, promote, or deter union organizing.
 - B. The Grantee shall account for State funds disbursed for a specific expenditure by this Grant Agreement to show those funds were allocated to that expenditure.
 - C. The Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
 - D. If the Grantee makes expenditures to assist, promote, or deter union organizing, the Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that the Grantee shall provide those records to the Attorney General upon request.
- D.47) VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.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.

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EXHIBIT E
AUTHORIZING RESOLUTION

In addition to the various legal requirements and naming of a designated representative, the resolution should address the applicant's consent to the use of e-signatures.

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EXHIBIT F

REPORT FORMATS AND REQUIREMENTS

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

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:

- Percent complete (by work)
- Discussion of work accomplished during the reporting period.
- Milestones or deliverables completed/submitted during the reporting period.
- Meetings held or attended.
- Scheduling concerns and issues encountered that may delay completion of the task.
- Budget projections for grant share for the next two quarters

For each project, discuss the following at the project level, as organized in Exhibit A:

- 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

The Project Completion Report (or a Component Completion Report, if a Project has multiple Components) shall generally use the following format provided below for each project after completion.

Executive Summary

The 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.
- List any official amendments to this Grant Agreement, with a short description of the amendment. Include description of actual work completed and any deviations from Exhibits A, B, and C.

Reports and/or Products

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

- A copy of any final technical report or study, produced for or utilized in this Project as described in the Exhibit A
- Electronic copies of any data collected, not previously submitted
- Discussion of problems that occurred during the work and how those problems were resolved
- Final project schedule showing actual progress versus planned progress as shown in Exhibit C

Additional information that may be applicable for implementation projects includes the following:

- Record drawings

- Final geodetic survey information
- Project photos

Cost & Disposition of Funds

A list showing:

- Summary of Project costs 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, Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), consistent with Exhibit D, that the project was conducted in accordance with the approved work plan in Exhibit A and any approved amendments 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 funded by this Grant Agreement, and includes the following:

- Executive Summary: consisting of a maximum of ten (10) pages summarizing information for the grant as well as the individual projects.
- Brief discussion of: each project completed and how they achieved IRWM Plan objectives and/or Regional goals and whether the level, type, or magnitude of benefits of the project are comparable to the original project proposal; any remaining work to be completed and mechanism for their implementation; the benefits to DAC and/or EDA as part of this Grant Agreement if a DAC or EDA Cost Share Waiver was approved for a project; and a summary of final funds disbursement for each project.

Additional Information: Summary of the submittal schedule for the Post Performance Reports applicable for the projects in this Grant Agreement.

POST-PERFORMANCE REPORT

The Post-Performance Report (PPR) should be concise and focus on how each project is performing compared to its expected performance; whether the project is being operated and maintained and providing intended benefits as proposed. A PPR template may be provided by the assigned DWR Grant Manager upon request. The PPR should follow the general format of the template and provide requested information as applicable. The following information, at a minimum, shall be provided:

Reports and/or products

- Header including the following:
 - Grantee Name
 - Implementing Agency (if different from Grantee)
 - Grant Agreement Number
 - Project Name

- Funding grant source (i.e., 2019 Proposition 1 IRWM Implementation Grant)
- Report number
- Post-Performance Report schedule
- Time period of the annual report (e.g., January 2018 through December 2018)
- Project Description Summary
- Discussion of the project benefits
- An assessment of any differences between the expected versus actual project benefits as stated in the original application. Where applicable, the reporting should include quantitative metrics (e.g., new acre-feet of water produced that year, etc.).
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
- Any additional information relevant to or generated by the continued operation of the project.

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EXHIBIT G

REQUIREMENTS FOR 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.

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

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program. Information on the GAMA Program can be obtained at: https://www.waterboards.ca.gov/water_issues/programs/gama/. If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at: https://www.waterboards.ca.gov/water_issues/programs/gama/contact.shtml.

Groundwater Level Data

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

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

EXHIBIT H

STATE AUDIT DOCUMENT REQUIREMENTS FOR THE GRANTEE

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

State Audit Document Requirements

Internal Controls

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

State Funding:

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

Contracts:

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

Invoices:

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

Cash Documents:

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

Accounting Records:

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

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

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

Project Files:

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

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EXHIBIT I

LOCAL PROJECT SPONSORS AND PROJECT LOCATIONS

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

Local Project Sponsor Agency Designation

Sponsored Project:	Project 1: West Point Water Supply Reliability Project
Sponsor Agency:	Upper Mokelumne River Watershed Authority (UMRWA) and Calaveras County Water District (CCWD)
Agency Address:	UMRWA: 15083 Camanche Parkway South, Valley Springs CCWD: 120 Toma Court , San Andreas
Project Location:	West Point, California (38.407250, -120.514670)

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EXHIBIT J

Project Monitoring Plan Guidance

Introduction

For each project contained in Exhibit A, please include a brief description of the project (maximum ~150 words) including project location, implementation elements, need for project (what problem will the project address) and responds to the requirements listed below.

Project Monitoring Plan Requirements

The Project Monitoring Plan shall 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 (e.g., upon project completion, five years after completion)
- How often will monitoring be undertaken (e.g., monthly, yearly).
- Where are monitoring point locations (e.g., meter located at..., at stream mile...)? Include relevant maps.
- How will the project be maintained (e.g., 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 (i.e.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?

**AGREEMENT BETWEEN THE UPPER MOKELUMNE RIVER WATERSHED
AUTHORITY AND CALAVERAS COUNTY WATER DISTRICT FOR
IMPLEMENTATION OF THE
PROPOSITION 1 INTEGRATED REGIONAL WATER MANAGEMENT PROGRAM
GRANT FOR THE WEST POINT WATER SUPPLY RELIABILITY IMPROVEMENT
PROJECT**

This Grant Implementation Agreement is made and entered into as of the 23rd day of October 2020, by and between the Upper Mokelumne River Watershed Authority (UMRWA), a joint exercise of powers authority formed under California Government Code section 6500, and Calaveras County Water District to provide for carrying out the provisions of the Proposition 1 Implementation Grant Agreement for the West Point Water Supply Reliability Project.

RECITALS

A. UMRWA is a joint powers authority, formed in the year 2000 to serve and represent regional water resource interests and to assist its members in protecting and enhancing water quality, water supply and the environment.

B. Calaveras County Water District (CCWD) is a water district formed in 1946 under the laws of the state of California for the purpose of providing water and wastewater service to the residents of Calaveras County, California.

C. UMRWA, on behalf of CCWD, applied for and has been awarded a Proposition 1 Implementation Grant under the California Department of Water Resource's Integrated Regional Water Management Program to fund the CCWD West Point Water Supply Reliability Improvement Project (Project).

D. UMRWA and CCWD desire to carry out the Project funded in part by the Proposition 1 grant.

In consideration of the promises, terms, conditions and covenants contained herein, the parties to this Agreement hereby agree as follows:

- 1. Role of CCWD.** CCWD acknowledges that it has reviewed, understands and will comply with all provisions of *Grant Agreement Between the State of California (Department of Water Resources) and Upper Mokelumne River Watershed Authority Agreement Number 4600013814 Proposition 1 Round Integrated Regional Water Management Implementation Grant* (Prop 1 Grant Agreement). CCWD is responsible for completing all tasks in the Prop 1 Grant Agreement Work Plan with the exception of Grant Administration Tasks 1, 2 and 3. The final draft Prop 1 Grant Agreement is attached as Attachment 1. The final draft will be replaced with the final Prop 1 Grant Agreement when executed. CCWD acknowledges that UMRWA will execute the Prop 1 Grant Agreement with the California Department of Water Resources (DWR) to accept the Integrated Regional Water Management Proposition 1 Implementation Grant. CCWD shall

assume responsibility of individual project management, oversight, compliance, and operations and maintenance for the Project and act on behalf of UMRWA in the fulfillment of responsibilities as specified in the Prop 1 Grant Agreement. UMRWA will have no obligation to prepare and submit invoices or take any other actions on behalf of, or liability for failing to take any action in regard to obtaining reimbursement if CCWD breaches one or more of its responsibilities provided in this Agreement or Exhibit 1 hereof and that fails to cure such breach promptly after receipt of notice from UMRWA of the breach and requirements for curing the breach. UMRWA also will have no liability for the unavailability of grant funds from the DWR or any other state or federal agency.

- 2. Role of UMRWA.** UMRWA will: (a) administer the Proposition 1 Implementation Grant with DWR on behalf of UMRWA and CCWD consistent with the terms of the Proposition 1 Grant Agreement and the provisions of this Agreement, and (b) provide information to CCWD on grant administration status and related matters of mutual interest. UMRWA shall specifically be responsible for completing Grant Administration Tasks 1, 2 and 3 in the Prop 1 Implementation Grant Agreement Work Plan. UMRWA shall not execute any amendments to the Prop 1 Implementation Grant Agreement without first consulting with and getting approval from CCWD.
- 3. UMRWA Grant Administration Expenses.** Of the awarded \$556,447 in Direct Project Administration grant funding, \$29,160 will fund UMRWA's grant administration expenses. This amount will be designated to pay UMRWA's costs for managing and performing grant administration activities under this Agreement (including consultant fees, data collection and retrieval, report preparation, contract management, and related activities necessary to fulfill the terms of the Proposition 1 Implementation Grant agreement).
- 4. Disbursement of Grant Funds to Project Sponsors.** UMRWA will disburse to CCWD within 30 days of receipt of the grant funds approved and paid through normal State processes. Funds will be disbursed by UMRWA consistent with each State approved invoice and in accordance with the project budget contained in Exhibit B of the Prop 1 Grant Agreement. Any and all money disbursed to CCWD under this agreement and any and all interest earned by Project Sponsor on such money shall be used solely to pay Eligible Costs as defined in Exhibit 1 attached hereto.
- 5. Unfunded Grant Administration Costs.** In the event the \$29,160 amount specified in paragraph 4 for grant administration costs is insufficient to cover UMRWA's grant administration costs CCWD will pay those unfunded grant administration costs.
- 6. Authorization to Proceed with the Project.** The Project is authorized to proceed upon execution of this Agreement.

7. **Term.** This Agreement will remain in effect for as long as any obligations under this Agreement remain outstanding.
8. **Amendments.** This Agreement may be amended by the parties hereto only in writing and signed by both parties.
9. **General Provisions.** Any notice to be given under this Agreement may be made by: (a) depositing in any United States Post Office, postage prepaid, and shall be deemed received at the expiration of 72 hours after its deposit; (b) transmission by facsimile copy; (c) transmission by electronic mail; or (d) personal delivery. This Agreement shall be governed by the laws of the State of California. This Agreement may be executed by the parties in counterpart, each of which when executed and delivered shall be an original and all of which together will constitute one and the same document.

The foregoing Proposition 1 Implementation Grant Project Agreement is hereby consented to and authorized by UMRWA and CCWD.

Dated: _____, 2020

Upper Mokelumne River
Watershed Authority

Dated: _____, 2020

Calaveras County Water District

APPENDIX 1

PROPOSITION 1 GRANT AGREEMENT BETWEEN UMRWA AND DWR



Via Electronic Mail

September 25, 2020

Richard Sykes
Executive Officer
Upper Mokelumne River Watershed Authority

Re: Proposal for MAC IRWM Region Proposition 1 Round 1 IRWM Implementation Grant
Administration Support

Dear Mr. Sykes:

Thank you for the opportunity to continue providing the Upper Mokelumne River Watershed Authority (UMRWA) and the Mokelumne – Amador – Calaveras Integrated Regional Water Management (IRWM) Region (MAC Region) with IRWM support. We understand the importance of this project to all of the agencies involved and the essential nature of tapping into available State funding sources.

UMRWA has requested a proposal from Woodard & Curran to provide grant administration support for the recently awarded Prop 1 Round 1 IRWM implementation grant. This support would include assisting UMRWA and CCWD in meeting the grant reporting requirements, including progress reporting, invoicing, and completing final grant close-out reports.

Our proposed Scope of Services and Budget for assisting with these items are described in the following sections.

SCOPE OF SERVICES

Task 13: Grant Administration

Woodard & Curran will support UMRWA in meeting the reporting requirements associated with the Prop 1 Round 1 implementation grant agreement. This includes preparing quarterly progress reports and invoices and developing close out reports. Information for the quarterly progress reports and invoices will be collected from Calaveras County Water District and compiled for submittal in the DWR-provided templates. Once the grant funded project is complete, Woodard & Curran will develop the Project Completion Report for submittal to DWR. Woodard & Curran will also support UMRWA in the development of the Grant Completion Report.

Task 13 Deliverables:

- *10 Quarterly Progress Reports*
- *5 Quarterly Invoices*
- *Project Completion Report*
- *Grant Completion Report*

Task 13 Assumptions:

- *The project will be complete within 2.5 years (coinciding with 10 quarterly progress reports).*
- *The grant amount will be expended within 5 quarterly invoices. Woodard & Curran will continue collecting costs past this to capture the full cost of the project in the final Project Completion Report and Grant Completion Report.*



BUDGET

The proposed budget for completion of the work is estimated to be \$24,972. This assumes Woodard & Curran's standard 2020 rates and would be billed on a time-and-materials basis. A detailed fee estimate is provided in Exhibit A.

We greatly appreciate this opportunity to offer our funding services and hope to continue to support the MAC Region in achieving its important funding goals. If you accept this proposal and wish to proceed with the Scope of Services, please sign in the space indicated below and return a copy for our files. Please feel free to call the project manager, Katie Cole, at 415-321-3420 if you have any questions regarding this proposal or require any further information.

Sincerely,

A handwritten signature in blue ink that reads "Katie Cole".

Katie Cole
Project Manager



IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized agents as of the date indicated below.

AUTHORIZATION BY:

WOODARD & CURRAN

UPPER MOKELUMNE RIVER WATERSHED
AUTHORITY

Signature

Date

Signature

Date

Name (printed)

Name (printed)

Title

Title



Exhibit A: Fee Estimate

MAC IRWM Region Support Upper Mokelumne River Watershed Authority

Tasks	Labor				Total Hours	Total Labor Costs (1)	Total Fee
	Alyson Watson	Katie Cole	Staff	Admin.			
	PIC	Project Manger	Engineer 3	Admin.			
	\$320	\$242	\$217	\$113			
Task 13: Grant Administration							
Quarterly Progress Reports (assumes 10 @ 4 hrs each)		10	30		40	\$8,930	\$8,930
Quarterly Invoices (assumes 5 @ 5 hrs each)		5	20		25	\$5,550	\$5,550
Project Completion Report		2	16		18	\$3,956	\$3,956
Grant Completion Report		2	12		14	\$3,088	\$3,088
Agreement Administration & Other Coordination	2	6	0	12	20	\$3,448	\$3,448
Subtotal Task 13:	2	25	78	12	117	\$24,972	\$24,972
TOTAL	2	25	78	12	117	\$24,972	\$24,972

1. The individual hourly rates include salary, overhead and profit.
2. Woodard & Curran reserves the right to adjust its hourly rate structure at the beginning of the calendar year for all ongoing contracts.

MEMORANDUM OF AGREEMENT for the Amador-Calaveras Consensus Group

Original Approved September 2010 | Updated and approved July 2020

SECTION I. INTRODUCTION

The Amador-Calaveras Consensus Group (ACCG) is an informal, community-based group of stakeholders that collaboratively works to create healthy forests and watersheds, fire-safe communities, and sustainable local economies. Its members include state and federal agencies, business owners, nonprofit organizations, elected officials, and private individuals. The ACCG focuses on a triple-bottom-line approach to environmental, economic, and community issues. It makes decisions by consensus and operates primarily in and adjacent to the Mokelumne River Watershed.

Mission

Collaborate to promote fire safe communities, healthy forest and watersheds, and sustainable local economies.

Vision

The economies, natural environments, and communities of Amador and Calaveras Counties are healthy and sustainable.

SECTION II. MEMORANDUM OF AGREEMENT

A. Purpose

The purpose of this Memorandum of Agreement (MOA) is to provide a framework between the members of the ACCG for working together. This MOA provides clarity of intent, shared vision, membership eligibility and accountability, and basic policies and procedures for key organizational functions.

B. Authority

This MOA is not intended to, and does not, impose any legally binding requirements on the individuals and entities that adopt and participate in this MOA. Participating in the deliberations, decisions, and activities of the ACCG does not create a legal obligation for any of its participants. Members recognize and respect that each participant is first bound to their organization and within their organization's constraints bring what resources that they can to the ACCG's efforts. Signatories to this MOA do not assume liability for any third party claims for damages that arise out of this instrument. The only Authority binding members to the actions resulting from ACCG decisions is the force of good faith effort from each of the signatories.

C. Modifications

Modifications within the scope of this MOA must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.

D. Expiration

This MOA is effective from the date of signature for a period of five years, at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.

E. History of Modifications

- 1) The [original MOA](#) was approved in September 2010
- 2) ACCG approved modifications extending the agreement in [August 2015](#)
- 3) The revised MOA was approved in July 2020

SECTION III. KEY TERMS

A. Governance Structure

- 1) **ACCG** – Amador-Calaveras Consensus Group (ACCG) herein means all of the signatories to the ACCG MOA, or members of signatories in a meeting duly noticed to all signatories. The ACCG represents a collaborative group of stakeholders that work jointly and cooperatively, within the framework of the ACCG MOA, in a common endeavor to create the local conditions and acquire the resources needed to realize the ACCG’s shared Mission and Vision.
- 2) **General Meeting** – The forum wherein ACCG membership discussion and consensus decisions occur. Work groups report to and seek guidance from the ACCG at these meetings.
- 3) **Member** – An individual or representative of an organization that has signed and participates in the ACCG MOA and its activities.
- 4) **Work Group** – Appointed by the ACCG and similar to a committee or sub-committee, but with expectation of doing the productive work needed to provide common organizational functions such as administration, planning, monitoring, and funding; or ad hoc work groups for either unique special issues or those determined to be outside the purview of a standing work group.

B. Decisions

- 1) **Abstain** – To refrain from or stand aside from participation in either support or opposition to a canvass or vote of ACCG signatories for approval or disapproval on an issue under consideration for ACCG decision.
- 2) **Approve** – Any routine or obvious meeting action noted, after deliberation and without objection, by the meeting facilitator as an ACCG action to be noted in the minutes; or an approval by ACCG signatories in a canvass by the meeting facilitator which requires 100% of signatories present at the meeting to take a position to approve or abstain.
- 3) **Consensus Decision** – A decision agreed upon by 100% of signatories present at the meeting. The definition of “consensus” agreement spans the range from strong support to neutrality, to abstention, to “I can live with it.”
- 4) **Disapprove** – When a decision fails to gain 100% of signatories present at the meeting.

Refer to **Appendix 1** for the full glossary of terms.

SECTION IV. BRIEF HISTORY

A. Formation

The ACCG collaborative group originally formed as the Calaveras Consensus Group in 2008 with the purpose to bring together the diverse Sierra Nevada community of loggers, environmentalists, business owners, and local residents with federal, state, and local officials to find common ground on forest, economic, and community issues in Calaveras County. In 2009, the group was broadened to include Amador County.

B. Accomplishments

Since then, the ACCG has established a track record of success to broaden understanding and awareness of the issues, foster new partnerships, and collaboratively develop and implement projects on the ground that support the ACCG triple bottom line. Accomplishments noted in annual reports include cumulative totals of tens of thousands of acres treated in the ACCG footprint, more than 10,000 acres treated inside the wilderness urban, and more than 600 full or part-time jobs created in local economies.

C. Collaborative Forest Landscape Restoration Funding

Since 2011, the ACCG received funding support through the Collaborative Forest Landscape Restoration (CFLR) Program implemented by the U.S. Forest Service. The Program called for a commitment to forest restoration and the pursuit of an all-lands approach based on collaborative solutions for landscape-scale operations. CFLR funds are expected to sunset in September 2021.

D. Strategic Planning

ACCG activities are guided by the goals and objectives described in the [2018-2023 ACCG Strategic Plan](#) and the [Collaborative Engagement Strategy \(2019\)](#). The 5-year Strategic Plan set a deliberate path forward to provide a productive and sustainable future for the ACCG. The Collaborative Engagement Strategy outlined the approach for the ACCG to refine its governance structure, policies and procedures, and to acquire the tools and resources necessary to increase the ACCG's collaborative capacity.

E. Looking Forward

The short- and long-term success of the ACCG must address obstacles and constraints, including:

- 1) Loss of CFLR funding and U.S. Forest Service staff support
- 2) Competing agencies and/or organizations for limited funding and resources
- 3) Enhanced requirements for grant applications (e.g., broad stakeholder support, large-scale, and rapid application timelines)
- 4) Value conflicts
- 5) Declining or limited budgets
- 6) Evolving environmental stressors (e.g., fires, floods, droughts, and pest infestations)
- 7) Diminishing number of volunteers and skilled workers
- 8) Loss of key participants and institutional knowledge

Implementing the Strategic Plan and the Collaborative Engagement Strategy aims to advance the ACCG to accomplish the following:

- 1) Enhance the collaborative capacity of the ACCG
- 2) Achieve all-lands approach and meet ACCG's triple bottom line
- 3) Increase the pace and scale for achieving ACCG objectives
- 4) Ensure ACCG members, work groups, and partners interact with one another to support effective and as streamlined as possible processes for project development and implementation

- 5) Pursue funding opportunities more effectively that requires strategic coordination among multiple parties
- 6) Support long-term sustainability of the ACCG (e.g., after CFLR funding ends)

SECTION V. THE ACCG ORGANIZATION

A. ACCG Governance Structure

- 1) ACCG is a consensus-based organization where decision making rests with the full ACCG membership.
- 2) ACCG deliberations and discussion occur in (1) full ACCG General Meetings, (2) in standing and ad hoc work groups assigned by a meeting of the ACCG, and (3) amongst members and other stakeholders between meetings.
- 3) Consensus decisions are made at the full ACCG General Meetings.
- 4) ACCG work groups discuss and collaboratively develop recommendations for ACCG members to discuss at General Meetings. Work groups are further described in the sub-sections below and in Appendix 2.
- 5) ACCG meetings are generally facilitated by ACCG members and participants in an informal manner that encourages broad discussion and input. The ACCG may elect to retain the services of a third-party, professional facilitator.
- 6) The ACCG governance structure enables the ACCG to provide organizational strategic guidance, set policy, approve strategies, resolve policy and procedural conflicts.

B. Membership

- 1) Membership is open to all stakeholders: individuals, businesses, agencies, and organizations – those who live, work, operate, manage public/private lands, and/or assist in local sustainability aligned with ACCG’s triple bottom line.
- 2) Membership requires signing a copy of the ACCG MOA.
- 3) Members may be removed by the ACCG for lack of participation. Members are encouraged to inform the ACCG of extenuating circumstances that may prevent them from participating regularly. The ACCG Administrative Work Group may recommend removal of members who have missed six (6) consecutive General Meetings.
- 4) A member may leave the ACCG at any time and for any reason. The ACCG requests that members inform the ACCG Administrator that they are withdrawing from the ACCG.

C. Process Agreements

MOA member roles and responsibilities include, but are not limited to, the ACCG’s expectation that members:

- 1) Foster collaborative dialogue and learning:
 - (a) Treat others in the ACCG with respect and expect to be treated with respect.
 - (b) Work towards collaborative resolutions of ACCG issues.
 - (c) Voice opinions and concerns openly and listen to the opinions and concerns of others.
 - (d) Participate in ways that encourage all voices to be heard.
 - (e) Commit to learning by approaching discussions with curiosity and suspending judgment in an effort to first clarify and better understand meaning and intent.
 - (f) Offer alternatives/options or make requests that strive for mutual gain.
 - (g) Share pertinent information with the ACCG, its work groups, and individual members.

- (h) Support and share as appropriate and available resources for achieving the projects, initiatives, funding proposals, and related activities collaboratively approved by the ACCG.
 - (i) Assist in and advocate for achievement of the collaborative goals of the ACCG.
 - (j) Share experience and expertise as a means of advancing the ACCG's common interests.
 - (k) Educate others in the community and member workplace on the ACCG and its activities.
- 2) Support members being informed and engaged:
- (a) Attend ACCG meetings regularly, participate in ACCG deliberations and decisions, and as and when appropriate, be involved in activities supported or sponsored by the ACCG.
 - (b) Inform their leadership and constituents about major outcomes of ACCG discussion and activities.
 - (c) Brief new representative(s) in the case of permanent changes in member representation to transfer knowledge and provide continuity.
 - (d) Facilitate initiation of new member entities (e.g., encourage mentorship with an existing ACCG member).

D. Decision Making

- 1) ACCG decisions occur only at the full ACCG General Meetings, unless the ACCG has already approved the conditions and process by which an appointed work group may make a decision on behalf of the ACCG.
- 2) Supporting materials that inform ACCG discussion and decisions will be distributed to MOA signatories and interested parties distribution list (or through another ACCG-approved notification method) at least five (5) days prior to the meeting.
- 3) Attendees who are not MOA signatories or representatives regularly participate in meeting deliberations, but they are not included in a canvass of positions for an ACCG decision.
- 4) ACCG approval and decision-making has the following characteristics:
 - (a) If there is no objection, meeting items discussed and considered routine or obvious may be stated as an ACCG action by the facilitator and noted for the minutes.
 - (b) After ACCG discussion and deliberation of an issue, any member may make a motion for a consensus decision.
 - (c) If a motion is considered, the meeting facilitator asks for and facilitates discussion on the motion, which is then approved, disapproved, or referred to a work group.
 - (d) When canvassed by the facilitator for a decision, a member may approve, abstain, or disapprove of a consensus decision. All (100%) of members eligible to participate in the decision at a meeting who do not abstain must approve for a consensus approval decision.
- 5) Unanimity, allowing for abstentions, is the goal of the ACCG.
 - (a) If a consensus decision is approved, it is assigned a member or work group to monitor implementation and make status reports at future General Meetings as warranted by ACCG request.
 - (b) If disapproved, the decision is so recorded in the meeting minutes. All ACCG decisions shall be recorded in the meeting minutes.
 - (c) The ACCG will determine if further discussion on a motion is warranted and recommend a process for future deliberation.
- 6) Additional deliberation/conflict resolution process:
 - (a) If extended deliberation is needed to benefit the decision on the motion, the issue may be referred to a standing work group or an appropriate ad hoc group appointed to address the issue representing the diversity of views on the topic under consideration.
 - (b) The work group/ad hoc group assigned a referred motion returns a recommendation whereby every reasonable effort is made to seek a solution crafted to achieve ACCG consensus.

- (c) If the work group/ad hoc cannot reach a consensus recommendation, it will develop a report listing the strengths, weaknesses, opportunities, and threats identified from deliberations related to not finding a consensus recommendation.
- (d) The work group/ad hoc will report to the full ACCG, providing an overview of the group's charge from the ACCG, issues considered, range of perspectives, and recommendations for the full ACCG to discuss and seek a consensus decision.
- (e) If the full ACCG cannot with good faith effort reach consensus, the meeting minutes will capture the points of view represented by proponents, opponents, and those neutral.

E. General Meeting Organization

- 1) The meeting agenda is merely a method for the ACCG to provide an orderly meeting process and a meeting may, among other actions add to, change order, table or refer agenda items to a sub-group for deliberation and recommendation.
- 2) Regularly scheduled full ACCG General Meetings are held monthly on the third Wednesday of the month. The ACCG can schedule additional meetings when and if needed or drop regularly scheduled meetings.
- 3) General Meetings are to alternate between sites in Amador and Calaveras counties. The ACCG may change the regular meeting schedule, time, and locations.
- 4) Much of the work, deliberations and actions resulting from ACCG decisions occur between full General Meetings in standing and ad hoc work groups.
- 5) Work group deliberations and recommendations are brought forth to the ACCG through the meeting agenda process.

F. Work Groups Purpose and Organization

- 1) The day-to-day functions of the ACCG are largely guided by work groups.
- 2) Work groups, except the Administrative Work Group, are open to participation by any interested party.
- 3) The ACCG shall strive to include members representing the triple-bottom-line interests (i.e., economic, environmental, and social/community) in each standing or ad hoc work group.
- 4) Only ACCG members make consensus-based recommendations to the full ACCG.
- 5) The ACCG may establish, modify, or drop any work group.
- 6) Standing work groups carrying out the routine organizational functions of the ACCG currently are Administration, Planning, Monitoring, and Funding Coordination.

G. Standing Work Groups

The responsibilities of the standing work groups are:

- 1) **Administration** – The Administration Work Group provides guidance for the day-to-day management of the ACCG, including oversight of any ACCG administrator or coordinator, developing monthly agendas, scheduling and coordinating ACCG meetings, internal and external communication, media relations, recordkeeping, member education and training, and evaluating and recommending policy and budget options.
- 2) **Planning** – The Planning Work Group reviews, discusses, and makes recommendations for policy and program development; designs implementation projects consistent with approved policy and resources reasonably available; prepares project proposals; drafts position papers; and assesses opportunities. Planning WG may engage in joint fact-finding (e.g., research and analysis, as needed).

(a) Landscape Assessment

The Strategic Landscape Assessment Work Group (SLAWG), a subgroup of the Planning Work Group, coordinates and guides efforts to conduct a landscape-level assessment of the

ACCG footprint and develop processes and tools to help advance projects aligned with the ACCG's all-lands, landscape-scale vision and triple bottom line mission.

- 3) **Monitoring** – The Monitoring Work Group provides ecological, economic, and social monitoring oversight to 1) meet the objectives for the CFLR program and ACCG, and 2) translate the benefits and lessons learned from restoration efforts to future management activities. The work group accomplishes this in a collaborative multi-party environment to oversee the implementation of the monitoring strategy and guiding monitoring activities on the ground.
- 4) **Funding Coordination** – The Funding Coordination Work Group promotes collaboration and partnership to seek funding in order to maximize the ACCG's funding potential and capacity to pursue grants and avoid duplication of effort and competition. The work group helps the ACCG work toward financial sustainability after CFLR funding ends.

Further information on the current work groups can be found in **Appendix 2**.

SECTION VI. MEMBERSHIP / AUTHORIZED REPRESENTATIVES

By signature below, each party certifies that the individuals listed in this document, as representatives of the individual parties, are authorized representatives in their respective areas for matters related to this MOA. In witness whereof, the parties hereto have executed this MOA.

Signature

Signature

Printed Name and Title

Printed Name and Title

Affiliation

Affiliation

Date of Signature

Date of Signature

Signature

Signature

Printed Name and Title

Printed Name and Title

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Appendix 1: Additional Terms

The words or special phrases used in this MOA have the following meanings.

Word or Phrase	Meanings or definitions
Ecological	Pertaining to an ecosystem: A biological community of interacting organisms and their physical environment.
Governance	The organizational structure and process that enables the ACCG to provide internal strategic guidance, set policy, approve strategies, evaluate general performance, resolve policy and procedural conflicts, and consolidate political differences into ACCG policy development and practice. The ACCG governance process is documented in the MOA for managing its activities, making and executing decisions, resolving conflicts, and similar agreements on purpose and behavior.
Local	For the ACCG MOA, local generally means the upper Mokelumne River Watershed and immediately adjacent lands, and the natural environment, communities, and economies within this area.
Stakeholder	An individual or organization (public or private) who may be affected by, influence, or affect the work of the ACCG or the landscape and communities within which the ACCG operates.
Sustainable Sustainability	Meeting needs of the present generation without compromising the ability of future generations to meet their needs. Sustainability is composed of desirable social, economic, and ecological conditions or trends interacting at varying scales of space and time.
Watershed	A land area that channels rainfall and snowmelt to creeks, streams, and rivers, and eventually to outflow points such as reservoirs, bays, and the ocean.
Work Group	A standing or ad hoc subgroup of the ACCG appointed to carry out specific tasks and make recommendations to the full ACCG, consistent with the descriptions in this MOA.

Appendix 2: Work Group Functions

A. All Work Groups

The following policies and procedures apply to all ACCG work groups:

- 1) Work groups have at least three (3) members that represent the triple bottom line values: environment, community, and economy.
- 2) Work groups will aim to maintain a balanced representation of interests representing the triple bottom line.
- 3) Similar to the full ACCG General Meetings, a work group's meetings and activities are not limited only to appointees directly responsible for that work group's particular function.
- 4) Initial work group appointments are approved by the ACCG.
- 5) Work groups will offer the opportunity to engage new members by discussing work group representation at least once a year. The intent is to encourage inclusivity, share in support of the ACCG, foster new ideas, and cultivate the next generation of members.

B. Administration

The administrative function provides management for executing the policies and decisions of the governance function, assures documentation and management of the organizations' information and records, manages the balance between the ACCG's different functions, oversees accountability, develops and manages procedures for the policies and practices of the ACCG. It provides key coordination that facilitate communications within the ACCG and with external parties and helps document/track these activities. The Administration Work Group (Admin WG) is responsible for this organizational function.

- 1) For coordination and liaison, each work group will have at least one representative that serves on the Admin WG.
- 2) One willing member of the Admin WG or a third-party facilitator will be responsible for taking ACCG meeting minutes and managing ACCG documents storage and access (i.e., signed MOAs, meeting minutes, agendas, reports, email distribution lists, etc.).
- 3) The Admin WG establishes its own meeting schedule as and when needed to prepare for full ACCG General Meetings, including coordinating development and timely distribution of General Meeting agendas.
- 4) ACCG General Meeting preparation includes logistical planning and support and agenda development. The Admin WG assesses meeting needs and provides appropriate space and technology for facilitating full ACCG General Meetings. Agenda development includes but is not limited to collecting and reviewing supporting materials for agenda items, commenting on and/or recommending actions on items as appropriate, coordinating regular status and monitoring reports on ACCG approved standing or ad hoc work group activities.
- 5) The Admin WG also researches, deliberates, and recommends on issues of policy, procedure, and other items referred to it by the ACCG.
- 6) The work group resolves communications and coordination issues that may arise between work groups to minimize duplication of effort or working at cross purposes.
- 7) The Admin WG also recommends training activities to improve members' abilities to participate effectively and to be able to cooperatively self-organize projects that implement ACCG-supported activities.

C. Planning

The Planning Work Group (Planning WG) reviews, discusses, and makes recommendations for policy and program development; designs implementation projects consistent with approved [Policies and Principles](#); prepares project proposals; drafts position papers; and assesses opportunities. Planning WG may engage in joint fact-finding (e.g., research and analysis, as needed). The Planning WG is responsible to the ACCG for this function.

- 1) The Planning WG selects a willing member to represent the group as a member of the Admin WG.
- 2) The Planning WG establishes its own meeting schedule as and when needed to research, deliberate, and recommend on issues of strategic and implementation planning, monitoring, and evaluation for ACCG-supported projects and other items referred to it by the ACCG.
- 3) The work group assesses planning, monitoring, and evaluation needs and provides background and recommendations to ACCG meetings.
- 4) The Planning WG assesses and coordinates planning and reporting issues that may arise between projects to minimize duplication of effort or working at cross-purposes.
- 5) The work group also acts as the liaison contact with regional, state, federal and corporate entities as appropriate for coordinating planning and research activities.
- 6) The Planning WG oversees long-term ACCG effort and coordinates with the Monitoring Work Group to identify and/or develop metrics and best practices for monitoring and measuring local indicators for a healthy and sustainable equilibrium between local natural environments, communities, and economies.
- 7) The work group communicates and coordinates with the Funding Coordination Work Group to seek and share information about funding opportunities applicable to initiatives or project plans supported by the ACCG.

D. Landscape Assessment

The Strategic Landscape Assessment Work Group (SLAWG), a subgroup of the Planning WG, coordinates and guides efforts to conduct a landscape-level assessment of the ACCG footprint and develop processes and tools to help advance projects aligned with the ACCG's all-lands, landscape-scale vision and triple bottom line mission.

E. Monitoring

The Monitoring Work Group (Monitoring WG) provides ecological, economic, and social monitoring oversight to 1) meet the objectives for the CFLRP program and ACCG, and 2) translate the benefits and lessons learned from restoration efforts to future management activities. The Monitoring WG accomplishes this in a collaborative multi-party environment to oversee the monitoring strategy and monitoring activities on the ground.

- 1) The Monitoring WG will select a willing member to represent the group as a member of the Admin WG. If a member from the ACCG Monitoring WG is not represented on the Admin WG, the ACCG Monitoring WG will commit to continued communication on a regular basis.
- 2) The Monitoring WG will establish its own meeting schedule (recommended monthly) and when needed to research, deliberate, and recommend on issues of monitoring oversight in support of the CFLR program, informing future management activities, and other items referred to by the ACCG.
- 3) The Monitoring WG will complete post-project monitoring occurs for ACCG-supported projects to ensure a feedback loop to inform future management activities.
- 4) The Monitoring WG will work closely with the Planning WG and the Funding Coordination Work Group to ensure that monitoring is included as a component in grants proposals when appropriate (e.g., addresses the strategy or a key topic of interest to the ACCG).

- 5) The Monitoring WG will maintain a robust outreach program inviting speakers that have completed monitoring in the area to meetings, hosting symposiums and field trips to offer broad educational opportunities.
- 6) The Monitoring WG would oversee and maintain a comprehensive monitoring database that details all metadata for monitoring projects. This information will be stored in a USDA Box a cloud storage location that allows content to be shared with all members of the Monitoring WG. All final documents (e.g., reports, presentations, publications.) related to monitoring will be housed on the ACCG website.
- 7) The Monitoring WG will update the monitoring strategy at minimum of every 5 years to make sure questions are still relevant. When a question is no longer relevant it will be documented as to why (e.g., monitoring/research can be synthesized that answers the question) and archived.
- 8) The Monitoring WG will evaluate if there are additional questions that should be addressed on an ongoing basis. Additional questions for the strategy would be identified based on new uncertainties or assumptions (e.g., change conditions on the landscape due to widespread insect mortality) or where there is controversy within members of the ACCG that monitoring could help address.

F. Funding Coordination

The Funding Coordination Work Group (Funding WG) promotes collaboration and partnership in seeking funding in order to maximize the ACCG's funding potential and capacity to pursue grants and avoid duplication of effort and competition. The work group helps the ACCG work toward financial sustainability after CFLR funding ends.

- 1) The Funding WG establishes its own meeting schedule as and when needed to research, deliberate, and recommend on issues of funding coordination for ACCG-supported projects and other items referred to it by the ACCG. The group is expected to meet at least quarterly after its first convening.
- 2) The work group assists the ACCG to leverage the members' resources and identify priorities, which enable the collaborative to be more opportunistic and effective in pursuing funding.
- 3) The Funding Coordination Work Group also acts as the liaison with local, regional, state, federal, and corporate entities as appropriate for coordinating funding activities.
- 4) The work group will help address funding obstacles and challenges for increasing pace and scale of treatments on the landscape, including but not limited to:
 - (a) Lack of sufficient forest products infrastructure
 - (b) Limited capacity of major land managers in the ACCG footprint (e.g., U.S. Forest Service and Bureau of Land Management)
 - (c) Limited funding
 - (d) Lack of adequate/current conditions data (e.g., LIDAR)
 - (e) CEQA/NEPA
 - (f) Contracting challenges (e.g., local contracting)