

CITY OF YUBA CITY
STAFF REPORT

Date: July 20, 2021
To: Honorable Mayor & Members of the City Council
From: Public Works Department
Presented by: Diana Langley, Public Works Director

Summary

Subject: Proposition 1 Integrated Regional Water Management Subrecipient Agreement with Butte County

Recommendation: Adopt a Resolution authorizing the City Manager to enter into a Subrecipient Agreement with Butte County, allowing the allocation of Proposition 1 Integrated Regional Water Management grant funds for two of the City's Storm Water Resource Plan's recommended projects.

Fiscal Impact: None.

Purpose:

To receive funds awarded to Butte County who was the grant application manager for the Prop 1 Integrated Regional Water Management (IRWM) Round 1 grant funding round that included two projects from the City's Storm Water Resource Plan (SWRP).

Background:

The City of Yuba City is a stakeholder in the Northern Sacramento Valley (NSV) Integrated Regional Water Management Plan (IRWM) region, which includes Butte, Colusa, Glenn, Shasta, Sutter and Tehama Counties. At its March 2, 2020 Board meeting, the NSV IRWM Board adopted the updated NSV IRWM Plan. This plan documents regional water resource management conditions, needs, and strategies; describes the process and projects that will improve regional water resource management in the NSV region; and complies with the California Department of Water Resources' (DWR) IRWM grant program guidelines.

On August 21, 2018, Council approved the City's Storm Water Resource Plan (SWRP) to comply with storm water regulations and compete for future voter-approved state bond funds for the construction of storm water and dry-weather runoff projects. A section of the SWRP identified improvement projects for the City's storm water infrastructure with the intention of positioning the City for future Proposition 1 grant funding.

In 2019, Butte County was the lead agency for the NSV IRWM Region's Proposition 1 Round 1 grant funding application. Butte County examined the projects identified in approved SWRPs from various NSV IRWM stakeholders. Two of the City's SWRP projects were selected to be included

in Butte County's NSV IRWM Proposition 1 Round 1 grant application: Gilsizer North Detention Basin Improvement Project and Trash Capture Project in Gilsizer Slough at Lincoln Road.

On July 3, 2020, DWR announced the final awards for the Proposition 1 Round 1. Both of the City's projects were awarded full funding in the amount of \$970,700. More recently, DWR and Butte County executed an agreement to allocate grant funds that were awarded from the Proposition 1 Round 1 funding round. Butte County has subsequently provided a Subrecipient Agreement required for Butte County to allocate grant funds to the City to design and construct its awarded projects.

Analysis:

Formal adoption of a Resolution by Council designating the authorized signatory to the Subrecipient Agreement with Butte County is required prior to receiving any State funding for this program. Staff recommends that the City Manager be authorized to execute the Subrecipient Agreement. Staff further recommends that the Finance Director be authorized to make the necessary supplemental appropriations to receive these grant funds for the City's Proposition 1 Round 1 awarded projects.

Fiscal Impact:

None.

Alternatives:

Do not adopt the Resolution, which would result in the City forfeiting the \$970,700 in grant funding.

Recommendation:

Adopt a Resolution authorizing the City Manager to enter into a Subrecipient Agreement with Butte County, allowing the allocation of Proposition 1 Integrated Regional Water Management grant funds for two of the City's Storm Water Resource Plan's recommended projects.

Attachment:

1. Resolution
 - a. Subrecipient Agreement

Prepared by:

/s/ William Jow
William Jow
Assistant Engineer

Reviewed by:

Department Head
Finance
City Attorney

Submitted by:

/s/ Dave Vaughn
Dave Vaughn
City Manager

DL

SM

SLC by email

ATTACHMENT 1

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
DESIGNATING THE CITY OFFICIAL AUTHORIZED TO ENTER INTO A SUBRECIPIENT
AGREEMENT WITH BUTTE COUNTY TO ALLOCATE AWARDED PROPOSITION 1
INTEGRATED REGIONAL WATER MANAGEMENT STATE GRANT FUNDS FOR TWO
PROJECTS FROM THE CITY'S STORM WATER RESOURCE PLAN FACILITIES IN THE
PUBLIC RIGHT-OF-WAY**

WHEREAS, the City of Yuba City (City) is a stakeholder in the Northern Sacramento Valley (NSV) Integrated Regional Water Management Plan (IRWM) region, which includes Butte, Colusa, Glenn, Shasta, Sutter and Tehama Counties; and

WHEREAS, in 2019, Butte County, acting as the lead agency for the NSV IRWM Region, submitted the City's Gilsizer North Detention Basin Improvement Project and Trash Capture Project in Gilsizer Slough at Lincoln Road Project (Projects) as part of the NSV IRWM Region's Proposition 1 Round 1 grant application; and

WHEREAS, the California Department of Water Resources awarded Proposition 1 IRWM grant funds to Butte County for multiple projects, including the City's Projects; and

WHEREAS, a Resolution that designates the City official with legal authority to enter into a Subrecipient Agreement is required in order to allocate the awarded funds to the City; and

WHEREAS, the City Council desires to designate its City Manager as the official authorized to commit the City to the financial and legal obligations associated with the Subrecipient Agreement; and

WHEREAS, the City will work with Butte County and the Department of Water Resources to meet established deadlines for the grant funds and projects.

NOW, THEREFORE, be it resolved by the City Council of the City of Yuba City as follows:

1. The foregoing recitals are true and correct.
2. The City Manager is hereby authorized to commit the City to the financial and legal obligations associated with the Subrecipient Agreement, including entering into said Subrecipient Agreement.
3. The Finance Director is hereby authorized to make the necessary supplemental appropriations to receive these grant funds for the City's Proposition 1 Round 1 awarded projects.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 20th day of July 2021.

AYES:

NOES:

ABSENT:

Marc Boomgaarden, Mayor

ATTEST

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

Shannon L. Chaffin, City Attorney
Aleshire & Wynder, LLP

Attachment(s):
Exhibit A – Subrecipient Agreement

EXHIBIT "A"

**SUBRECIPIENT AGREEMENT BETWEEN THE COUNTY
OF BUTTE AND CITY OF YUBA CITY
FOR A GILSIZER NORTH DETENTION BASIN IMPROVEMENT PROJECT
(PROJECT 4) AND TRASH CAPTURE PROJECT IN GILSIZER SLOUGH
AT LINCOLN ROAD (PROJECT 5)**

**FUNDED BY PROPOSITION 1 ROUND 1 INTEGRATED REGIONAL WATER
MANAGEMENT (IRWM) IMPLEMENTATION GRANT THROUGH THE
CALIFORNIA DEPARTMENT OF WATER RESOURCES (STATE)
GRANT AGREEMENT NUMBER 4600013825**

THIS SUBRECIPIENT AGREEMENT is entered into by and between the County of Butte, a political subdivision of the State of California, (herein called the "Grantee") and City of Yuba City (herein called the "Subrecipient") which parties do hereby agree as follows:

- 1) PURPOSE. The Grantee shall provide funding from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) to the Subrecipient 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 Grantee 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 SUBRECIPIENT AGREEMENT. The term of this Subrecipient Agreement begins on June 27, 2020 through final payment plus three (3) years unless otherwise terminated or amended as provided in this Subrecipient Agreement. However, all work for Project 4 and Project 5 shall be completed by June 30, 2022, and no funds may be requested after September 30, 2022 in accordance with the Schedule as set forth in Exhibit C.

Should Subrecipient provide work from June 27, 2020 and prior to execution of Subrecipient Agreement, Subrecipient agrees and acknowledges all language stated in this original Subrecipient Agreement, including all attachments, shall apply at the time services are performed.

- 3) SUBRECIPIENT AGREEMENT AMOUNT. The maximum amount payable by the Grantee under this Subrecipient Agreement shall not exceed \$611,100 for Project 4 and \$359,600 for Project 5 as set forth in Exhibit B.
- 4) SUBRECIPIENT COST SHARE. The Subrecipient is not required to provide a Local Cost Share (non-state funds) as set forth in Exhibit B (Budget).
- 5) BASIC CONDITIONS.
 - A. The Grantee shall have no obligation to disburse money for the Project(s) under this Agreement until the Subrecipient has satisfied the following conditions (if applicable):

- i. The Subrecipient shall demonstrate compliance with all eligibility criteria as set forth on pages 9-11, inclusive, of the 2019 IRWM Implementation Grant Program (Program) Guidelines (2019 Guidelines).
- ii. For the term of this Agreement, the Subrecipient shall submit Quarterly Progress Reports which must accompany an invoice and all invoice backup documentation (\$0 Invoices are acceptable). The Quarterly Progress Report shall be submitted within 60 days following the end of the calendar quarter (i.e. reports due May 30, August 29, November 29, and March 1) and all other deliverables as required by Paragraph 12, "Submission of Reports" and Exhibit A, "Work Plan".
- iii. Prior to the commencement of construction or implementation activities, if applicable, the Subrecipient shall submit the following to the Grantee.
 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 Subrecipient Agreement.
 2. Work that is subject to the California Environmental Quality Act (CEQA) shall not proceed under this Subrecipient Agreement until the following actions are performed:
 - a) The Subrecipient submits to the Grantee all applicable environmental permits, as indicated on the Environmental Information Form to the Grantee,
 - b) Documents that satisfy the CEQA process are received by the Grantee,
 - c) The State has completed its CEQA process as a Responsible Agency, and
 - d) The Subrecipient receives written notification from the Grantee of State's concurrence with the Lead Agency's CEQA documents (s) and 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 and notification by the Grantee shall constitute a material breach of this Agreement. The Subrecipient 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 14, "Monitoring Plan Requirements," if applicable.
- 6) DISBURSEMENT OF FUNDS. The Grantee will disburse to the Subrecipient the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Subrecipient 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 Subrecipient under this Subrecipient 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 Subrecipient shall apply 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 Subrecipient 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 June 27, 2020.
- 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 Subrecipient; non-project-specific accounting and personnel services performed within the Subrecipient's 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 Subrecipient 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 Grantee will disburse the whole or portions of State funding to the Subrecipient, following receipt from the Subrecipient 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 12, "Submission of Reports." Payment will be made no more frequently than quarterly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. 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 29, November 29, and March 1). The Grantee will notify the Subrecipient, in a timely manner, whenever, upon review of an invoice, the Grantee 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 Grantee. The Subrecipient may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the Grantee to cure such deficiency(ies). If the Subrecipient fails to submit adequate documentation curing the deficiency(ies), the Grantee will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Subrecipient 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 Grantee 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 Subrecipient Agreement's funding amount, as depicted in Paragraph 3, "Subrecipient Agreement Amount."
 - v. Original signature and date of the Subrecipient'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: 308 Nelson Avenue Oroville, CA 95965.

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 Subrecipient 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 Subrecipient 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 and/or the Grantee 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) WITHHOLDING OF DISBURSEMENTS BY THE GRANTEE. If the Grantee determines that a project is not being implemented in accordance with the provisions of this Subrecipient Agreement, or that the Subrecipient has failed in any other respect to comply with the provisions of this Subrecipient Agreement, and if the Subrecipient does not remedy any such failure to the Grantee's satisfaction, the Grantee may withhold from the Subrecipient all or any portion of the Grantee funding and take any other action that it deems necessary to protect its interests. Where a portion of the Grantee funding has been disbursed to the Subrecipient and the Grantee notifies the Subrecipient of its decision not to release funds that have been withheld pursuant to Paragraph 10, "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 Grantee notifies the Subrecipient, as directed by the Grantee. The Grantee may consider the Subrecipient's refusal to repay the requested disbursed amount a material breach subject to the default provisions in Paragraph 10, "Default Provisions." If the Grantee notifies the Subrecipient of its decision to withhold the entire funding amount from the Subrecipient pursuant to this Paragraph, this Subrecipient Agreement shall terminate upon receipt of

such notice by the Subrecipient and the Grantee shall no longer be required to provide funds under this Subrecipient Agreement and the Subrecipient Agreement shall no longer be binding on either party.

10) DEFAULT PROVISIONS. The Subrecipient shall be in default under this Subrecipient Agreement if any of the following occur:

- A. Substantial breaches of this Subrecipient Agreement, or any supplement or amendment to it, or any other agreement between the Subrecipient and the Grantee evidencing or securing the Subrecipient's obligations;
- B. Making any false warranty, representation, or statement with respect to this Subrecipient Agreement or the application filed to obtain this grant funding;
- C. Failure to operate or maintain the Project in accordance with this Subrecipient Agreement.
- D. Failure to make any remittance required by this Subrecipient 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 Grantee pursuant to Paragraph 8.
- G. Failure to meet any of the requirements set forth in Paragraph 11, "Continuing Eligibility."

Should an event of default occur, the Grantee shall provide a notice of default to the Subrecipient and shall give the Subrecipient at least eight (8) calendar days to cure the default from the date the notice is emailed to the Subrecipient. If the Subrecipient fails to cure the default within the time prescribed by the Grantee, the Grantee may do any of the following:

- H. 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.
- I. Terminate any obligation to make future payments to the Subrecipient
- J. Terminate the Subrecipient Agreement.
- K. Take any other action that it deems necessary to protect its interests.

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

11) CONTINUING ELIGIBILITY. The Subrecipient 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 as stated on page 22 of the Proposal Solicitation Package.
- 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 the Department of Water Resources. 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 Subrecipient shall demonstrate compliance with the Sustainable Groundwater Management Act (SGMA) set forth on page 10 of the 2019 Guidelines.
- E. If the Subrecipient has been designated as a monitoring entity under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program, the Subrecipient shall maintain reporting compliance, as required by Water Code section 10932 and the CASGEM Program.
- F. The Subrecipient 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.

12) SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Subrecipient 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 Grantee. All reports shall be submitted to the Grantee's Project Manager and shall be submitted via email. If requested, the Subrecipient shall promptly provide any additional information deemed necessary by the Grantee for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit E, "Report Formats and Requirements." The timely submittal of reports is a requirement for initial and continued disbursement of funds.

- A. Quarterly Progress Reports: The Subrecipient shall submit quarterly Progress Reports to meet the State's requirement for disbursement of funds. Progress Reports shall be sent to the Project Manager via email. Progress Reports shall, in part, provide a brief description of the work performed, the Subrecipient's activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Subrecipient 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 29, November 29, and March 1).
- B. Project Completion Report: The Subrecipient shall prepare and submit to the Grantee a separate Project Completion Report. The Subrecipient shall submit a Project Completion Report (or a Component Completion Report, if the Project has multiple Components) within ninety (90) calendar days of Project/Component completion as outlined in Exhibit E.
- C. Post-Performance Reports: The Subrecipient shall prepare and submit to the Grantee Post-Performance Reports for the applicable project(s). Post-Performance Reports shall be submitted to the Grantee 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.

13) OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by the State, the Subrecipient 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 Grantee shall not be liable for any cost of such maintenance, management, or operation. The Subrecipient or their successors may, with the written approval of the Grantee, transfer this responsibility to use, manage, and maintain the property. For purposes of this Subrecipient 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 Subrecipient to ensure operation and maintenance of the projects in accordance with this provision may, at the option of the Grantee, be considered a breach of this Subrecipient Agreement and may be

treated as default under Paragraph 10, "Default Provisions."

- 14) MONITORING PLAN REQUIREMENTS. A Monitoring Plan shall be submitted to the Grantee prior to disbursement of funds for construction or monitoring activities. The Monitoring Plan should incorporate Post-Performance Monitoring Report requirements as defined and listed in Exhibit E, and follow the guidance provided in Exhibit H, "Project Monitoring Plan Guidance."
- 15) STATEWIDE MONITORING REQUIREMENTS. The Subrecipient 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 F for web links and information regarding other State monitoring and data reporting requirements.
- 16) NOTIFICATION OF GRANTEE. The Subrecipient shall promptly notify the Grantee, in writing, of the following items:
 - A. Events or proposed changes that could affect the scope, budget, or work performed under this Subrecipient Agreement. The Subrecipient 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 Grantee and the Grantee 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 Subrecipient Agreement and provide the opportunity for attendance and participation by the Grantee and State's representatives. The Subrecipient shall make such notification at least sixteen (16) 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 Subrecipient 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 Grantee has determined what actions should be taken to protect and preserve the resource. The Subrecipient agrees to implement appropriate actions as directed by the Grantee.
 - D. The initiation of any litigation or the threat of litigation against the Subrecipient 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 Subrecipient shall notify the Grantee's Project Manager of the inspection date at least sixteen (16) calendar days prior to the inspection in order to provide the State and Grantee the opportunity to participate in the inspection.
- 17) NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Subrecipient 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.

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

City of Yuba City

County of Butte
Department of Water and Resource
Conservation

Dave Vaughn
City Manager
City of Yuba City
1201 Civic Center Blvd.
Yuba City, CA 95993
Phone: (530) 822-4602
Email: dvaughn@yubacity.net

Supervisor Bill Connelly
Chair, Butte County Board of Supervisors
5280 Lower Wyandotte Road
Oroville, CA 95966
Phone: (530) 538-6834
Email: BConnelly@buttecounty.net

Direct all inquiries to the Project
Manager:

City of Yuba City

County of Butte
Department of Water and Resource
Conservation

William Jow
Assistant Engineer
1201 Civic Center Blvd.
Yuba City, CA 95993
Phone: (530) 822-4635
Email: wjow@yubacity.net

Christina Buck
Assistant Director
308 Nelson Avenue
Oroville, CA 95965
Phone: (530) 552-3593
Email: CBuck@buttecounty.net

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

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

Exhibit A – Work Plan

Exhibit B – Budget

Exhibit C – Schedule

Exhibit D – Standard Conditions

Exhibit E – Report Formats and Requirements

Exhibit F – Requirements for Data Submittal

Exhibit G – State Audit Document Requirements

Exhibit H – Project Monitoring Plan Guidance

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

CITY OF YUBA CITY

COUNTY OF BUTTE
DEPARTMENT OF WATER AND
RESOURCE CONSERVATION

Dave Vaughn
City Manager, City of Yuba City

Supervisor Bill Connelly
Chair, Butte County Board of Supervisors

Date _____

Date _____

Reviewed for Contract Policy Compliance
General Services Contract Division

By _____ Date _____

Reviewed As to Form

Bruce S. Alpert _____ Date _____
Butte County Counsel

EXHIBIT A WORK PLAN

PROJECT 4: Gilsizer North Detention Basin Improvement Project

IMPLEMENTING AGENCY: City of Yuba City (City)

PROJECT DESCRIPTION: This project includes installation of a trash capture device with a 5-millimeter screen in the Gilsizer North Detention Basin which will capture approximately 76 cubic yards of trash per year and will help meet the State's Trash Amendment requirements for the City's Municipal Separate Storm Sewer (MS4) Permit. The project will also construct bioswales in, and remove the concrete lining of the low-flow channel in the detention basin to create areas of permeable surfaces that will treat runoff via infiltration and bio-treatment. The project will also construct covers for fueling and bulk material storage areas at the City's Corporation Yard to prevent stormwater runoff from becoming contaminated with pollutants such as oils, polyaromatic hydrocarbons, and other harmful pollutants. The project's infiltration and pollutant source reduction efforts will remove approximately 1,900 pounds of potential sediment per year.

Budget Category (a): Project Administration

Task 1: Project Management

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

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit E of this Agreement. Submit reports to Grantee.

Prepare draft Project Completion Report and submit to Grantee Project Manager no later than 90 days after project completion for State Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit E.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase – Not Applicable

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

Task 4: Feasibility Studies

Project Feasibility Studies in the form of technical memorandums were completed as part of the project development process and were included in the City's approved Stormwater Resource Plan.

Deliverables:

- Technical Memorandums

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- Completed CEQA documents
- Legal Challenges Letter

Task 6: Permitting

Obtain all necessary federal, state, and local permits. Permits may include a USACE 404 Permit, Regional Water Quality Control Board 401 Permit, CDFW 1600 Lake and Streambed Alteration Agreement, and a SWB Trash Capture System Certification. Additional permits may be required and will be obtained, as necessary.

Deliverables:

- Copy of all required permits

Task 7: Design

Complete preliminary design for a rigid basket trash capture device and submit design to State Water Board for certification. Once rigid basket design is certified, overall project concept will include other improvements identified in Storm Water Resource Plan, such as basin modifications and covered structures. Existing shade structure design and bulk material covers products will be quoted and provided with 100% (Final) design, plans, and specifications.

Deliverables:

- Trash Capture State Certification
- Quotes for Corp Yard Improvements
- Updated Project Cost Estimate
- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan as per Paragraph 14 for State's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation**Task 9: Contract Services**

This task must comply with the Standard 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 full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable.

Deliverables:

- Certificate of Completion
- Record Drawings

Task 11: Construction

Construction activities are outlined below.

11(a): Mobilization and Demobilization shall include obtaining required permits, moving contractors and field equipment required for excavation, grading, removal, and installation of swales, concrete pad, Corporation Yard improvements, and trash capture device. Equipment can be safely stored overnight at Corporation Yard as needed.

11(b): Site preparation will include removal of objectionable material, vegetation, accumulated sediment in existing concrete low-flow channel, the low-flow channel concrete lining in detention basin, and concrete apron at outlet structure. Reinforcement of access road for required equipment and erosion control/storm water best management practices will also be implemented at Corporation Yard, access road, and in the detention basin as required. Survey points for grading will also be prepared as needed.

11(c): Replace 32-feet by 20-feet concrete apron with new concrete apron that has a 2% slope. Fabricating and installing the trash capture device will involve fabricating 23 feet wide and 0.9 feet tall trash capture device with a 5-millimeter metal screen and the trash screen will be bolted to the new concrete pad at the outlet structure.

11(d): Constructing bioswales will include excavation down to the scarified and uncompact subgrade, building a base at least 8-inches in depth of ASTM No. 7 Reservoir Course or Caltrans Class 2 permeable aggregate, another base of at least 4-inches in depth of ASTM No. 9 Choking Course, and a final base at least 18-inches in depth of bio-retention soil with a 1-inch surface layer of mulch.

11(e): Constructing the Corporation Yard improvements involves setting four posts in concrete footings at least 10 feet apart near each corner of the fueling station where a roof will cover both the fueling station and vehicles utilizing the fuel station. Additional improvements include installing spring loaded retractable tarps by bolting rollers and tarp rod stop hooks to existing cinderblock containment walls for the bulk material storage.

Deliverables:

- Photographic Documentation of Progress

PROJECT 5: Trash Capture Device in Gilsizer Slough at Lincoln Road

IMPLEMENTING AGENCY: City of Yuba City

PROJECT DESCRIPTION: This project includes the installation of a trash capture device with a 5-millimeter screen in an inlet to the Gilsizer Slough which will capture approximately 298 cubic yards of trash per year from stormwater runoff entering the slough and will help meet the State's Trash Amendment requirements for the City's Municipal Separate Storm Sewer (MS4) Permit. The project's trash removal efforts will also improve approximately 390 acres of habitat in the Gilsizer Slough.

Budget Category (a): Project Administration

Task 1: Project Management

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

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit E of this Agreement. Submit reports to Grantee.

Prepare draft Project Completion Report and submit to Grantee Project Manager no later than 90 days after project completion for State Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit E.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase – Not Applicable

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

Task 4: Feasibility Studies

Project Feasibility Studies were completed in the form of Technical Memorandums and included in the approved Stormwater Resource Plan (SWRP).

Deliverables:

- Technical Memorandums

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- Completed CEQA documents
- Legal Challenges Letter

Task 6: Permitting

Obtain all necessary federal, state, and local permits. Permits may include a USACE 404 Permit, Regional Water Quality Control Board 401 Permit, CDFW 1600 Lake and Streambed Alteration Agreement, and a SWB Trash Capture System Certification. Additional permits may be required and will be obtained, as necessary.

Deliverables:

- Copy of all required permits

Task 7: Design

Complete preliminary design for a rigid basket trash capture device and submit design to State Water Board for certification. Once rigid basket design is certified, overall project concept will include preliminary earthwork calculations and design for a concrete pad.

Deliverables:

- State Water Board Trash Capture Certification
- Updated Project Cost Estimate
- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan as per Paragraph 14 for State's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation**Task 9: Contract Services**

This task must comply with the Standard 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 full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule,

reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable.

Deliverables:

- Certificate of Completion
- Record Drawings

Task 11: Construction

Construction activities are outlined below.

11(a): Mobilization and demobilization shall include obtaining required permits, moving contractors and field equipment required for excavation, grading, removal, and installation of a concrete pad and the trash capture device.

11(b): Site preparation will include removal of objectionable material, vegetation, and accumulated sediment to facilitate installation of concrete pad. Any erosion control and storm water best management practices will also be implemented during this time.

11(c): Fabricate the 30 feet wide trash capture device that varies in height ranging from 2 feet to 5 feet due to the low flow channel and access road plateau within the channel.

11(d): Installation of trash capture device will include: excavating and grading the site for the addition of a concrete pad, concrete pad will be at least 30 feet wide and 6 feet long on the bottom of channel (approximately 10 – 12 feet downstream from a culvert in the Gilsizer Slough at Lincoln Rd), and bolting the 5 foot tall and roughly 30 feet wide trash capture device with a 5-millimeter screen onto the new concrete pad.

Deliverables:

- Photographic Documentation of Progress

EXHIBIT B

BUDGET

PROJECT 4: Gilsizer North Detention Basin Improvement Project

Implementing Agency: City of Yuba City

Project directly serves a need of a Disadvantaged Area: **Yes**

BUDGET CATEGORY		Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share	Total Cost
a	Project Administration	\$24,650	\$0	\$0	\$24,650
b	Land Purchase / Easement	\$0	\$0	\$0	\$0
c	Planning / Design / Engineering / Environmental Documentation	\$73,950	\$0	\$0	\$73,950
d	Construction / Implementation	\$512,500	\$0	\$0	\$512,500
TOTAL COSTS		\$611,100	\$0	\$0	\$611,100

NOTES: Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

*This project has received a 100% DAC/EDA cost share waiver.

PROJECT 5: Trash Capture Project in Gilsizer Slough at Lincoln Road

Implementing Agency: City of Yuba City

Project directly serves a need of a Disadvantaged Area: **Yes**

BUDGET CATEGORY		Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share	Total Cost
a	Project Administration	\$14,500	\$0	\$0	\$14,500
b	Land Purchase / Easement	\$0	\$0	\$0	\$0
c	Planning / Design / Engineering / Environmental Documentation	\$43,500	\$0	\$0	\$43,500
d	Construction / Implementation	\$301,600	\$0	\$0	\$301,600
TOTAL COSTS		\$359,600	\$0	\$0	\$359,600

NOTES: Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

*This project has received a 100% DAC/EDA cost share waiver.

EXHIBIT C
SCHEDULE

PROJECT 4: Gilsizer North Detention Basin Improvement Project

BUDGET CATEGORY		Start Date	End Date
a	Project Administration	05/01/2020	09/30/2022
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	01/01/2021	09/01/2021
d	Construction / Implementation	09/01/2021	06/30/2022

PROJECT 5: Trash Capture Project in Gilsizer Slough at Lincoln Road

BUDGET CATEGORY		Start Date	End Date
a	Project Administration	05/01/2020	09/30/2022
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	01/01/2021	09/01/2021
d	Construction / Implementation	09/01/2021	06/30/2022

EXHIBIT D

STANDARD CONDITIONS

- D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:
- A. Separate Accounting of Funding Disbursements: Subrecipient shall account for the money disbursed pursuant to this agreement separately from all other Subrecipient funds. Subrecipient shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Subrecipient shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. Subrecipient 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 Grantee or the State at any and all reasonable times.
 - B. Disposition of Money Disbursed: All money disbursed pursuant to this 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: Subrecipient shall remit to Grantee any unexpended funds that were disbursed to Subrecipient under this Subrecipient agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from Grantee to Subrecipient of funds or, within thirty (30) calendar days of the expiration of the Subrecipient agreement, whichever comes first.
- D.2. ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: Subrecipient 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 agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Subrecipient 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 Subrecipient 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 agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Subrecipient for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2. Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2. Grantee shall have no obligation to agree to an amendment. Amendments shall be executed in writing, signed by duly authorized representative of both parties and approved by the Grantee's governing body. Such amendments shall not invalidate this Subrecipient Agreement, nor relieve or release Grantee or Subrecipient from its obligations under this Subrecipient Agreement.
- D.4. AMERICANS WITH DISABILITIES ACT: By signing this Subrecipient Agreement, Subrecipient assures Grantee 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: Grantee and/or State reserves the right to conduct an audit at any time between the execution of this agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, Grantee and/or State may require Subrecipient to conduct a final audit to State's specifications, at Subrecipient's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Subrecipient to comply with this provision shall be considered a breach of this Subrecipient agreement, and Grantee and/or State may elect to pursue any remedies provided in Paragraph 10 or take any other action it

deems necessary to protect its interests. The Subrecipient agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Subrecipient shall be subject to the examination and audit by the Grantee and/or State for a period of three (3) years after final payment under this Subrecipient agreement with respect of all matters connected with this Subrecipient agreement, including but not limited to, the cost of administering this Subrecipient agreement. All records of Subrecipient or its contractors or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Subrecipient 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 Subrecipient's activities. (Water Code, § 79708, subd. (b).)

- D.6. BUDGET CONTINGENCY: If the Budget Act of the current year covered under this agreement does not appropriate sufficient funds for this program, this agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this agreement. In this event, Grantee shall have no liability to pay any funds whatsoever to Subrecipient or to furnish any other considerations under this agreement and Subrecipient shall not be obligated to perform any provisions of this agreement. Nothing in this agreement shall be construed to provide Subrecipient with a right of priority for payment over any other Subrecipient. If funding for any fiscal year after the current year covered by this agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the Grantee shall have the option to either cancel this agreement with no liability occurring to Grantee, or offer an agreement amendment to Subrecipient to reflect the reduced amount.
- D.7. CALIFORNIA CONSERVATION CORPS: Subrecipient 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 agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Subrecipient Agreement shall not proceed until documents that satisfy the CEQA process are received by the Grantee's Project Manager and the State has completed its CEQA compliance. Work funded under this Subrecipient Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Subrecipient is not complete at the time the Grantee signs this Agreement, once State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 10, "Default Provisions."
- D.9. CHILD SUPPORT COMPLIANCE ACT: The Subrecipient acknowledges in accordance with Public Contract Code section 7110, that:
- A. The Subrecipient recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
 - B. The Subrecipient, 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 Subrecipient may have regarding performance of this Subrecipient Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the Grantee, within thirty (30) days of the Subrecipient's knowledge. Grantee shall then submit the claim to the State Project Representative within thirty (30) days of the Grantee's knowledge of the claim. If after State and Grantee negotiate a resolution of such claim, Grantee will process an amendment to this Subrecipient Agreement to implement the terms of any

such resolution.

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

- D.16. DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance: By signing this Subrecipient agreement, Subrecipient, 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. Subrecipient 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 Subrecipient agreement:
 - i. Will receive a copy of Subrecipient's drug-free policy statement, and
 - ii. Will agree to abide by terms of Subrecipient's condition of employment, contract or subcontract.
- D.17. FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL: Upon completion of the Project, Subrecipient 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 agreement.
- D.18. SUBRECIPIENT'S RESPONSIBILITIES: Subrecipient 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 Subrecipient agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Subrecipient 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 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 Subrecipient Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Subrecipient shall provide copies of permits and approvals to Grantee.

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 State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Subrecipient under this Agreement.

Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Subrecipient 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 Grantee will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.

- D.19. GOVERNING LAW: This agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.20. INCOME RESTRICTIONS: The Subrecipient agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Subrecipient under this Agreement shall be paid by the Subrecipient to the Grantee, to the extent that they are properly allocable to costs for which the Subrecipient has been reimbursed by the Grantee under this Agreement. The Subrecipient shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.
- D.21. INDEMNIFICATION: Subrecipient shall indemnify and hold and save the Grantee, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Subrecipient 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.22. INDEPENDENT CAPACITY: Subrecipient, and the agents and employees of Subrecipient, in the performance of the agreement, shall act in an independent capacity and not as officers, employees, or agents of the Grantee.
- D.23. INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this 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 agreement. Failure or refusal by Subrecipient to comply with this provision shall be considered a breach of this agreement, and Grantee may withhold disbursements to Subrecipient or take any other action it deems necessary to protect its interests.
- D.24. INSPECTIONS OF PROJECT BY STATE: State shall have the right to inspect the work being performed at any and all reasonable times during the term of the agreement. This right shall extend to any subcontracts, and Subrecipient shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its agreement with Grantee.
- D.25. LABOR CODE COMPLIANCE: The Subrecipient 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 Subrecipient 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 Subrecipient 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.26. MODIFICATION OF OVERALL WORK PLAN: At the request of the Subrecipient, the Grantee may at the State's ~~its~~ sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Subrecipient Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the Subrecipient Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Subrecipient Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Subrecipient to the Grantee in writing and are not effective unless and until specifically approved by the Grantee's Program Manager in writing.
- D.27. NONDISCRIMINATION: During the performance of this agreement, Subrecipient and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital/domestic partner status, and denial of medical and family care leave or pregnancy disability leave. Subrecipient 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. Subrecipient 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 are incorporated into this Agreement by reference. Subrecipient 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. Subrecipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Subrecipient 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 Subrecipient shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Subrecipient in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
- D.30. PRIORITY HIRING CONSIDERATIONS: If this Subrecipient Agreement includes services in excess of \$200,000 the Subrecipient shall give priority consideration in filling vacancies in positions funded by the Subrecipient Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.

PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION: The Subrecipient 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 Subrecipient's service of water, without prior permission of Grantee. Subrecipient 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 Subrecipient meet its obligations under this Subrecipient Agreement, without prior written permission of Grantee. State may require that the proceeds from the disposition of any real or personal property be remitted to State.

- D.31. PROJECT ACCESS: The Subrecipient 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.32. REMAINING BALANCE: In the event the Subrecipient does not submit invoices requesting all of the funds encumbered under this Subrecipient 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 Subrecipient Agreement. Grantee, in turn, will notify Subrecipient of same.
- D.33. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Subrecipient 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.34. RIGHTS IN DATA: Subrecipient 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 agreement shall be made available to the Grantee and/or 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.) Grantee and Subrecipient may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this agreement, subject to appropriate acknowledgement of credit to State for financial support. Subrecipient 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 and Grantee shall have the right to use any data described in this paragraph for any public purpose.
- D.35. SEVERABILITY: Should any portion of this agreement be determined to be void or unenforceable, such shall be severed from the whole and the agreement shall continue as modified.
- D.36. SUSPENSION OF PAYMENTS: This agreement may be subject to suspension of payments or termination, or both if the State determines that:
A. Subrecipient, its contractors, or subcontractors have made a false certification, or
B. Subrecipient, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this agreement.
- D.37. SUCCESSORS AND ASSIGNS: This Subrecipient agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Subrecipient agreement or any part thereof, rights hereunder, or interest herein by the Subrecipient shall be valid unless and until it is approved by Grantee and made subject to such reasonable terms and conditions as Grantee may impose.
- D.38. TERMINATION BY SUBRECIPIENT: Subject to Grantee and/or State approval which may be reasonably withheld, Subrecipient may terminate this Subrecipient Agreement and be relieved of contractual obligations. In doing so, Subrecipient must provide a reason(s) for termination. Subrecipient must submit all progress reports summarizing accomplishments up until termination date.

- D.39. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 10, "Default Provisions," the Grantee may terminate this agreement and be relieved of any payments should Subrecipient fail to perform the requirements of this agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 10, "Default Provisions."
- D.40. TERMINATION WITHOUT CAUSE: The Grantee may terminate this Agreement without cause on 30 days' advance written notice. The Subrecipient shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.41. 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.42. TIMELINESS: Time is of the essence in this agreement.
- D.43. 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 Grantee.
- D.44. UNION ORGANIZING: Subrecipient, by signing this agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this agreement. Furthermore, Subrecipient, by signing this agreement, hereby certifies that:
- A. No State funds disbursed by this agreement will be used to assist, promote, or deter union organizing.
 - B. Subrecipient shall account for State funds disbursed for a specific expenditure by this agreement to show those funds were allocated to that expenditure.
 - C. Subrecipient 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 Subrecipient makes expenditures to assist, promote, or deter union organizing, Subrecipient will maintain records sufficient to show that no State funds were used for those expenditures and that Subrecipient shall provide those records to the Grantee upon request.
- D.45. VENUE: The Grantee and the Subrecipient 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 Butte, California. The Subrecipient hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.46. WAIVER OF RIGHTS: None of the provisions of this 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 agreement unless contrary to law. Any waiver by either party of rights arising in connection with the agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

EXHIBIT E

REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain Grantee 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 Grantee and/or the State 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 submitted to the State by the Grantee.
- List any official amendments to this Subrecipient Agreement, with a short description of the amendment.

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.

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:
 - Subrecipient Name
 - Implementing Agency (if different from Subrecipient)
 - 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.

EXHIBIT F
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, and Grantee notified, 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 Subrecipient 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 Subrecipient will need to submit this data to DWR's Water Data Library (WDL), with a narrative description of data submittal activities included in project reports, as described in Exhibit E, "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/>.

EXHIBIT G

STATE AUDIT DOCUMENT REQUIREMENTS

The following provides a list of documents typically required by State Auditors and general guidelines for the Subrecipient. List of documents pertains to both State funding and the Subrecipient's Local Cost Share, as applicable, and details the documents/records that State Auditors would need to review in the event of this Subrecipient Agreement is audited.

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/Grantee 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 Subrecipient Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants, loans, or subventions received from the State and/or Grantee.
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 Grantee for payments under the Subrecipient Agreement.
2. Documentation linking subcontractor invoices to Grantee reimbursement, requests and related Subrecipient Agreement budget line items.
3. Reimbursement requests submitted to the Grantee for the Subrecipient Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the Grantee.
2. Deposit slips (or bank statements) showing deposit of the payments received from the Grantee.
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 Subrecipient 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 under this Subrecipient agreement.
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 Subrecipient Agreement related correspondence.

EXHIBIT H

Project Monitoring Plan Guidance

Introduction

For the project(s) contained in Exhibit A, please include a brief description of the project (maximum ~150 words) including project location, implementation elements, need for the 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?