

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES) AND
DESERT MOUNTAIN RESOURCE CONSERVATION & DEVELOPMENT COUNCIL
AGREEMENT NUMBER 4600011519
2015 PROPOSITION 84 INTEGRATED REGIONAL WATER MANAGEMENT (IRWM) IMPLEMENTATION GRANT
CALIFORNIA PUBLIC RESOURCES CODE § 75026 ET SEQ.**

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or "DWR" and the Desert Mountain Resource Conservation & Development Council, a non-profit in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee", which parties do hereby agree as follows:

1. PURPOSE. State shall provide funding from the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 to Grantee to assist in financing projects associated with the Inyo-Mono IRWM Region pursuant to Chapter 8 (commencing with §79560) of Division 26.5 of the California Water Code (CWC), hereinafter collectively referred to as "IRWM Program."
2. TERM OF GRANT AGREEMENT. The term of this Grant Agreement begins on the date this Grant Agreement is executed by State, and terminates on March 31, 2020, or when all of the Parties' obligations under this Grant Agreement are fully satisfied, whichever occurs earlier. Execution date is the date the State signs this Grant Agreement.
3. GRANT AMOUNT. The maximum amount payable by the State under this Grant Agreement shall not exceed \$1,816,943.
4. GRANTEE COST SHARE. Grantee agrees to fund the difference between the Total Project Cost and the Grant Amount (amount specified in Paragraph 3). Grantee Cost Share consists of Funding Match and Additional Cost Share, as documented in Exhibit B (Budget). Additional Cost Share will not be reviewed by the State for invoicing purposes; however, the Grantee is required to maintain all financial records associated with the project in accordance with Exhibit I (State Audit Document Requirements and Funding Match Guidelines for Grantees).
5. FUNDING MATCH. Grantee is required to provide a Funding Match (non-State funds) of not less than 25 percent of the Grand Total of all the total project costs unless a Disadvantaged Community project waiver is granted. Grantee agrees to provide a Funding Match for the amount as documented in Exhibit B (Budget), and may include expenses directly related to Exhibit A (Work Plan) after January 1, 2011.
6. GRANTEE'S RESPONSIBILITY. Grantee and its representatives shall:
 - a) Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Exhibit B (Budget) and Exhibit C (Schedule).
 - b) Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 financing.
 - c) Comply with all applicable California laws and regulations.
 - d) Implement the Projects in accordance with applicable provisions of the law.
 - e) Fulfill its obligations under the Grant Agreement, and be responsible for the performance of the projects.
7. LOCAL PROJECT SPONSOR'S RESPONSIBILITY. Grantee shall assign Local Project Sponsors to act on behalf of Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. Local Project Sponsors shall be assigned in accordance with the participating agencies identified in the Inyo-Mono IRWM Water Supply, Reliability, and Conservation Implementation grant application. Exhibit F identifies Local Project Sponsors. Local Project Sponsors shall also act on behalf of Grantee in the fulfillment of Grantee responsibilities where specifically specified in this Grant Agreement.
8. BASIC CONDITIONS. State shall have no obligation to disburse money for projects under this Grant Agreement until Grantee has satisfied the following conditions (if applicable):

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

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

- 3) A monitoring plan as required by Paragraph 21, "Project Monitoring Plan Requirements."
9. DISBURSEMENT OF FUNDS. State will disburse to Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation.
10. ELIGIBLE PROJECT COST. Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B. Eligible project costs include the reasonable costs of studies, engineering, design, land and easement acquisition, legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reasonable administrative expenses may be included as Total Project Costs and will depend on the complexity of the project preparation, planning, coordination, construction, acquisitions, and implementation. Reimbursable administrative expenses are the necessary costs incidentally but directly related to the projects including the portion of overhead and administrative expenses that are directly related to the projects included in this Grant Agreement in accordance with the standard accounting practices of the Grantee. Work performed on the projects after January 17, 2014, shall be eligible for reimbursement.

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

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

- h) Travel and per diem costs (per diem includes subsistence and other related costs).
- i) Support of existing agency requirements and mandates (e.g., punitive regulatory agency requirement).
- j) Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies.
- k) Payment of principal or interest of existing indebtedness or any interest payments unless the debt is incurred after execution of this Grant Agreement, the State agrees in writing to the eligibility of the costs for reimbursement before the debt is incurred, and the purposes for which the debt is incurred are otherwise eligible costs. However, this will only be allowed as Grantee Cost Share (i.e., Funding Match).
- l) Overhead not directly related to project costs.

11. METHOD OF PAYMENT.

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

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

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

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

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

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

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

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

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

Repayment amounts may also include:

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

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

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

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

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

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

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

- c) Terminate the Grant Agreement.
- d) Take any other action that it deems necessary to protect its interests.

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

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

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

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

- 2) Have their 2010 UWMP deemed consistent by DWR. The 2015 UWMP update must be submitted to DWR by July 1, 2016. If the 2015 UWMP is not submitted to DWR by July 1, 2016, funding disbursements to the urban water supplier will cease until the 2015 UWMP is submitted. If the 2015 UWMP is deemed inconsistent by DWR, the urban water supplier will be ineligible to receive funding disbursements until the inconsistencies are addressed and DWR deems the UWMP consistent. For more information, visit the following website: <http://www.water.ca.gov/urbanwatermanagement>.
- b) An agricultural water supplier receiving grant funding must:
 - 1) Comply with Sustainable Water Use and Demand Reduction requirements outlined in Part 2.55 (commencing with §10608) of Division 6 of the Water Code. Before July 1, 2016, submit a schedule, financing plan, and budget for implementation of the efficient water management practices, required pursuant to Water Code §10608.48.
 - 2) Have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR. The most recent AWMP update must have been submitted to DWR by December 31, 2015. To maintain eligibility and continue funding disbursements, an agricultural water supply must have their 2015 AWMP deemed consistent by DWR on or before October 1, 2016. For more information, visit the following website: <http://www.water.ca.gov/wateruseefficiency/agricultural/agmgmt.cfm>.
- c) Grantees diverting surface water must maintain compliance with diversion reporting requirements as outlined in Part 5.1 of Division 2 of the Water Code.
- d) Projects with potential groundwater impacts must demonstrate compliance with the groundwater compliance options set forth on pages 14 and 15 of the IRWM Program Guidelines, dated May 2015.
- e) Project Proponents that have been designated as monitoring entities under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program must maintain reporting compliance, as required by Water Code §10920 and the CASGEM Program.

16. PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS. Grantee shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Projects. Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental, procurement, and safety laws, rules, regulations, and ordinances. Grantee shall provide copies of permits and approvals to State.
17. RELATIONSHIP OF PARTIES. Grantee is solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Grant Agreement.
18. LABOR COMPLIANCE. Grantee agrees to comply with all applicable California Labor Code requirements and Standard Condition D.28 in Exhibit D. Grantee must, independently or through a third party, adopt and enforce a Department of Industrial Relations-certified Labor Compliance Program (LCP) meeting the requirements of Labor Code §1771.5 for projects funded by:
- Proposition 84 (Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006; Public Resources Code §75075 *et seq.*) or
 - Any other funding source requiring an LCP.

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

19. SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to State. If requested, Grantee shall promptly provide any additional information deemed necessary by State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit G. The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State of a Project Completion Report is a requirement for the release of any funds retained for such projects.
- Progress Reports: Grantee shall submit progress reports on a regular and consistent basis to meet the State's requirement for disbursement of funds. The reporting period shall not exceed one quarter in length. The progress reports shall be sent via e-mail to the State's Project Manager and shall be uploaded into GRanTS at the frequency specified in Exhibit C (Schedule). The progress reports shall provide a brief description of the work performed during the reporting period including: Grantee's activities, milestones achieved, any accomplishments, and any problems encountered in the performance of the work under this Agreement.
 - Accountability Report: Grantee shall submit, on a quarterly basis, an Accountability Report by individual Local Project Sponsor that at a minimum:
 - An itemization of how advanced funds have been expended to date (Expenditure Summary), including documentation that supports the expenditures (e.g. contractor invoices, receipts, personnel hours, etc.). Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B.
 - A funding plan which shows how the remaining advanced funds will be expended.
 - Provides an accounting of distributing the advanced funds to the appropriate Local Project Sponsor.
 - Documents that the funds were spent on eligible reimbursable costs.
 - Documentation that the funds were placed in a non-interest bearing account, including the dates of deposits and withdrawals from that account.
 - Water Management Status Report: Until June 30, 2016, Grantees shall submit status reports on implementation of either AB 1420 status or SBx7-7 water conservation status for the urban water suppliers that submitted an AB 1420 compliance Table 2 in the 2015 Implementation Grant Application. AB 1420

status reports shall be uploaded into GRanTS no later than 30 calendar days after execution of this agreement. SBx7-7 GPCD status reports shall be uploaded via GRanTS no later than June 30, 2016. By July 1, 2016 all urban water suppliers must submit an UWMP that demonstrates they are meeting the 2015 interim SBx7-7 GPCD target. If the urban water supplier is not meeting the interim target, then the urban water suppliers must also submit with its UWMP, a schedule, financing plan, and budget for achieving the GPCD (Water Code §10608.24). Starting June 30, 2017, those urban water suppliers that did not meet their 2015 GPCD target must also submit, by June 30, annual reports that include a schedule, financing plan, and budget for achieving the GPCD (Water Code §10608.24). Failure to progress on implementation may result in continuing grant eligibility actions under Paragraph 15. Before July 1, 2016, all agricultural water suppliers must submit a schedule, financing plan, and budget for implementation of the efficient water management practices, required pursuant to Water Code §10608.48 to comply with Sustainable Water Use and Demand Reduction requirements outlined in Part 2.55 (commencing with §10608) of Division 6 of the Water Code.

- d) Project Completion Report: Grantee shall prepare and submit to State a separate Project Completion Report for each project included in Exhibit A. Grantee shall submit a Project Completion Report within ninety (90) calendar days of projects completion. Project Completion Report(s) shall include, in part, a description of actual work done, any changes or amendments to each project, and a final schedule showing actual progress versus planned progress, copies of any final documents or reports generated or utilized during a project. The Project Completion Report shall also include, if applicable, certification of final project by a California Registered Professional (Civil Engineer or Geologist, as appropriate), consistent with Standard Condition D.19 in Exhibit D. A DWR "Certification of Project Completion" form will be provided by the State.
- e) Grant Completion Report: Upon completion of all projects included in Exhibit A, Grantee shall submit to State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Project Completion Report for the final project to be completed under this Grant Agreement. The Grant Completion Report shall include reimbursement status, a brief description of each project completed, and how those projects will further the goals of the IRWM Plan and identify any changes to the IRWM Plan, as a result of project implementation. Retention for the last project to be completed as part of this Grant Agreement will not be disbursed until the Grant Completion Report is submitted to and approved by the State.
- f) Post-Performance Reports: Grantee shall submit Post-Performance Reports. Post-Performance Reports shall be submitted to State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of 10 years after the completed project(s) begins operation.

20. OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by State, Grantee agrees to ensure or cause to be performed the commencement and continued operation of each project, and shall ensure or cause each project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. Grantee or their successors may, with the written approval of State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 14, "Default Provisions."

21. PROJECT MONITORING PLAN REQUIREMENTS. Grantee shall develop and submit to State a Project Monitoring Plan that incorporates: (1) the Project Performance Monitoring Table requirements outlined in the Proposition 84 2015 IRWM Implementation Grant Proposal Solicitation Package (pages 20 and 21), and (2) the guidance provided in Exhibit J, "Project Monitoring Plan Guidance."
22. STATEWIDE MONITORING REQUIREMENTS. Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Part 2.76 (commencing with §10780) of Division 6 of California Water Code) and, where applicable, that projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board. See Exhibit H (Requirements for Statewide Monitoring and Data Submittal), for web links and information regarding other State monitoring and data reporting requirements.
23. NOTIFICATION OF STATE. Grantee shall promptly notify State, in writing, of the following items:
 - a) Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to State and State has given written approval for such change. Substantial changes generally include changes to the work plan, schedule or term, and budget.
 - b) Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by State's representatives. Grantee shall make such notification at least 14 calendar days prior to the event.
 - c) Final inspection of the completed work on a project by a California Registered Professional (Civil Engineer or Geologist, as appropriate), in accordance with Standard Condition D.19 in Exhibit D. Grantee shall notify the State's Project Manager of the inspection date at least 14 calendar days prior to the inspection in order to provide State the opportunity to participate in the inspection.
24. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:
 - a) By delivery in person.
 - b) By certified U.S. mail, return receipt requested, postage prepaid.
 - c) By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
 - d) By electronic means.

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

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

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

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

Desert Mountain Resource Conservation &
Development Council
Kari Hunter
Project Manager
1259 E. Ridgecrest Blvd. Ste. 7
Ridgecrest, CA 93555
Phone: (760) 382-2003
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Direct all inquiries to the Project Manager:

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

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

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

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

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

Desert Mountain Resource Conservation &
Development Council

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

Kari Hunter, Project Manager

Date_____

Date_____

Approved as to Legal Form and Sufficiency

Robin Brewer, Assistant Chief Counsel
Office of Chief Counsel

Date_____

EXHIBIT A
WORK PLAN

The Proposition 84 2015 IRWM Implementation Grant Agreement provides funding for seven projects located within the Inyo-Mono IRWM region.

PROJECT 1: GRANT AGREEMENT ADMINISTRATION

IMPLEMENTING AGENCY: Desert Mountain Resource Conservation & Development Council (DMRCDC)

PROJECT DESCRIPTION: The Regional Water Management Group, authorized Desert Mountain Resource Conservation & Development Council (Grantee) to act as the applicant and the grant manager for the Proposition 84 2015 IRWM Implementation Grant.

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

Budget Category (a): Direct Project Administration

Task 1 Agreement Administration

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

Task 2 Invoicing

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

Task 3 Progress Reports and Project Completion Report(s)

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

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

Deliverables:

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

PROJECT 2: Bishop Paiute Tribe Domestic Water, Irrigation, and Wastewater Conservation Plans

IMPLEMENTING AGENCY: Bishop Paiute Tribe

PROJECT DESCRIPTION: Develop a water conservation plan that will guide and prioritize long-term water resource management needs for the Bishop Paiute Tribe (Tribe). The conservation plan will consist of three focal areas within the Tribe's water management system: irrigation, domestic water, and wastewater. The plan will also include a rate study that will facilitate a tiered rate structure to be implemented for the Tribe's long-term management of its water resources. The conclusion of the conservation plan will propose a series of improvements needed to better manage the Tribe's water resources.

Budget Category (a): Direct Project Administration

Task 1 Project Management

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

Deliverables:

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

Task 2 Labor Compliance Program

Labor Compliance is not applicable to Tribes.

Deliverables:

- N/A

Task 3 Reporting

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

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

Deliverables:

- Project Progress Reports
- Draft and Final Project Completion Report

Budget Category (b): Land Purchase/Easement

Task 4 Land Purchase/Easement

No land purchase or easement acquisition is required for this project.

Deliverables:

N/A

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

Task 5 Project Data Collection

Compile all of the existing data needed for the consultant to prepare the conservation plans. This will include utilizing Trimble data collectors to populate the as-built information in the Geographical Information System (GIS) skeleton for the utilities that have not had the attributes populated, as well as configuring water flow data into data bases so it is usable for analysis. This information will be characterized in the deliverables produced in Task 7.

Task 6 Environmental Documentation

Prepare all necessary environmental documentation. Submit Tribal Environmental Protection Ordinance (TEPO) application. It is anticipated that this project will not be defined as a project under CEQA.

Additional environmental documents may be required and will be obtained as necessary.

Deliverables:

- Copy of TEPO application
- TEPO Review Sheet
- Copy of all required environmental documentation

Task 7 Planning and Assessment

(7.1) Irrigation Conservation Plan

Develop a conservation plan for the existing irrigation system on the Bishop Paiute Reservation which will include elements such as:

- Overall assessment of existing system
- Future demand and needs analysis
- Project development plans for irrigation projects
 - Rehabilitation of existing high volume flood irrigation system
 - New low-volume irrigation system utilizing yard hydrants: cost-benefit and needs analysis; conceptual-level drawings; preliminary engineering analysis
 - Detailed cost estimates for irrigation projects

Deliverables:

- Irrigation Water Conservation Plan Report

(7.2) Domestic Water Conservation Plan

Develop a conservation plan for the existing domestic water system on the Bishop Paiute Reservation (Reservation) which will include elements such as:

- Overall assessment of existing system
- Future demand and needs analysis
- Analysis of potential water savings
- Project development plans for domestic water conservation projects
 - Water system leak survey: Preparation of leak survey plan; ultrasonic testing of the water mains and services; follow-up analysis and testing after initial survey
 - Water fixture replacement program: Analysis of water savings; preparation of replacement program plan
 - Analyze feasibility of three solar energy well pumps: Cost-benefit and needs analysis; conceptual-level drawings; preliminary engineering analysis
 - Detailed cost estimates for domestic water conservation projects

Deliverables:

- Domestic Water Conservation Plan

(7.3) Wastewater Conservation Plan

Develop a conservation plan for the existing wastewater system on the Bishop Paiute Reservation, which will include elements such as:

- Overall assessment of existing system
- Future demand and needs analysis
- Analysis of potential water savings
- Project development plans for wastewater conservation projects
 - Leak, infiltration and flow survey: Preparation of leak and infiltration measuring plan; preparation of flow monitoring plan; ultrasonic testing of the water mains and services; follow-up analysis and testing after initial survey
 - Manhole and sewer main survey and rehabilitation plan: Preparation of survey and rehabilitation plan
 - Detailed cost estimates for wastewater conservation projects

Deliverables:

- Wastewater Conservation Plan

Task 8 Rate Structure Analysis

Define and implement water rates to offset public works costs and to achieve financial sustainability of the water systems on the Reservation while incorporating the information gathered in the plans developed in Tasks 7.1-7.3. A rate study will be conducted for the domestic water and wastewater systems on the Reservation. The analysis will include elements such as:

- Comparing cost of operations with actual water use
- Investigating potential rate structures and determining a break-even point
- Projecting changes in water use with population expansion, drought, and future development on the Reservation

A proposed rate structure will be developed, and at least two public hearings will be held regarding the suggested rates. After the hearings, public comments will be summarized, adjustments will be made as needed, and a Tribal

Ordinance will be prepared. Rate structures for the domestic water and wastewater systems will then be administered.

Deliverables:

- Domestic water rate study
- Wastewater rate study
- Written justification of new rates
- Sign-in sheets and minutes from at least two public hearings
- Summary of public comments
- Tribal Ordinance on water and wastewater rates
- Sample invoice showing implementation of new rates

Budget Category (d): Construction/Implementation

Task 9 Construction/Implementation Activities

No construction or implementation activities are applicable to this project.

Deliverables:

N/A

PROJECT 3: June Lake Public Utility District Uranium Removal Plant

IMPLEMENTING AGENCY: June Lake Public Utility District

PROJECT DESCRIPTION: Install an ion exchange unit at the June Lake water treatment plant to increase available water supplies by 521 acre-feet per year (AFY) and to reduce the uranium content from 24 picocuries per liter (pCi/L) to approximately 16 pCi/L to comply with the California drinking water regulation of 20 pCi/L maximum. This will improve water quality and provide a safer and more reliable drinking water supply for the community.

Budget Category (a): Direct Project Administration

Task 1 Project Management

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

Deliverables:

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

Task 2 Labor Compliance Program

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

Deliverables:

- Proof of labor compliance upon request

Task 3 Reporting

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

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

Deliverables:

- Project Progress Reports
- Draft and Final Project Completion Report

Budget Category (b): Land Purchase/Easement

Task 4 Land Purchase/Easement

No land purchase or easement acquisition is required for this project.

Deliverables:

N/A

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

Task 5 Environmental Documentation

Prepare all necessary Environmental documentation. It is anticipated that a CEQA Notice of Exemption will be prepared for this task. Prepare letter stating no legal challenges (or addressing legal challenges).

Additional environmental documents may be required and will be obtained as necessary.

Deliverables:

- Copy of Notice of Exemption
- Legal challenges letter

Task 6 Permitting

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

- U.S. Forest Service Amended Use Permit
- State Water Resource Control Board Amended Standard Operating Procedure

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

Deliverables:

- Copy of all required permits

Task 7 Design/Planning

This task includes work with the contractor to complete planning and design.

Deliverables:

- Final plans and specifications

Task 8 Project Monitoring Plan

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

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9 Construction Contracting

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

Have an employee on site through the duration of the project to ensure all construction/placement of equipment (ion exchange unit) is performed in accordance with expected scope of work. Any changes to the scope of work will be detailed in a daily project log so that required documentation is prepared and approved prior to moving forward with the project. Project life expectancy is 30-40 years.

Deliverables:

- Daily project log
- Notice of Completion

Task 11 Construction/Implementation Activities

- Construction support includes the following:
 - Reviewing contractor's bonds, insurance, and contract documents
 - Attending the Pre-Construction Conference via telephone
 - Construction document control
 - Evaluating, recommending, and preparing up to two Contract Change Orders
 - Identifying potential claims
 - Preparing record drawings based on the redlines maintained and submitted by the contractor and JLPUD's inspector.
- Site Preparation includes:
 - Moving supplies and equipment to project site
 - Removing forest trees
- Construction includes, but is not limited to:
 - Installing concrete slab
 - Connecting uranium exchange pod to current system
 - Adding intake pipe extension
 - Burying current pipe lines and additions

Deliverables:

- Report of completion
- Uranium removal ion exchange unit design standard

PROJECT 4: Amargosa Basin Water, Ecosystem Sustainability, and Disadvantaged Community Project

IMPLEMENTING AGENCY: Amargosa Conservancy

PROJECT DESCRIPTION: Siting, permitting, installing, and sampling up to six monitoring wells; robust evaluation of evapotranspiration (ET) along the Amargosa River; and continued groundwater level, spring flow, and river flow monitoring for 12 months. This will develop an improved understanding of the region's hydrologic system in order to effectively and economically monitor and protect water resources for the benefit of the disadvantaged community, and the environment in general, by enhancing the limited monitoring currently in existence, and establishing a long-term groundwater monitoring network. It will also establish a long-term groundwater monitoring network for the Tecopa area. The results of this project will lead to a comprehensive water management plan for the Tecopa area.

Budget Category (a): Direct Project Administration

Task 1 Project Management

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

Deliverables:

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

Task 2 Labor Compliance Program

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

Deliverables:

- Proof of labor compliance upon request

Task 3 Reporting

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

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

Deliverables:

- Project Progress Reports
- Draft and Final Project Completion Report

Budget Category (b): Land Purchase/Easement

Task 4 Land Purchase/Easement

No land purchase or easement acquisition is required for this project.

Deliverables:

N/A

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

Task 5 Environmental Documentation

Prepare all necessary environmental documentation. It is anticipated that a CEQA Notice of Exemption will be prepared for this task. Prepare letter stating no legal challenges (or addressing legal challenges). It is anticipated that a NEPA Categorical Exclusion will be prepared for this task.

Additional environmental documents may be required and will be obtained as necessary.

Deliverables:

- Copy of all required CEQA documentation
- Legal challenges letter

Task 6 Permitting

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

- Inyo County Well Permits
- Caltrans Encroachment Permit
- Bureau of Land Management ET study access agreement

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

Deliverables:

- Copy of all required permits

Task 7 Project Monitoring Plan

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

Deliverables:

- Project Monitoring Plan

Task 8 Hydrologic Monitoring

Extend and enhance ongoing hydrologic monitoring for an 18-month period (conducted in five discrete events). Hydrologic monitoring consists of spring flow discharge and groundwater elevation measurements collected on a seasonal basis from a select group of springs and wells within the Central Amargosa River Basin. Seepage run monitoring is currently being conducted at five points along the Wild and Scenic reach of the Amargosa River. Additional monitoring

will include following the movement (progression and regression) of the leading edge of the River and seepage run monitoring of Willow Creek just upstream of the confluence with the Amargosa River.

The three objectives of the discharge, water level, and seepage run monitoring are as follows:

- Quantify spring discharge rates, groundwater elevations, and river surface flow which will provide estimates of seasonal variations;
- Establish a record of discharge from the springs and wells selected for monitoring, including seasonal trend information in order to provide a more robust baseline for future comparisons; and
- Establish flow gains and losses along the perennially flowing portion of the Amargosa River, including seasonal trend information, again in order to provide a more robust baseline for future comparisons.

Startup monitoring for newly-installed wells will follow the completion of all wells and installation of transducers to record water levels electronically. The transducers will be checked and downloaded monthly for the first two months following their installation. Thereafter, bimonthly monitoring will continue for the remainder of the project's monitoring period.

Data collected will include groundwater-level measurements, Amargosa River flow data, and estimated spring flow data. Additionally, field water-quality samples will be collected for chemical analyses.

Deliverables:

- A report describing background, work completed, and results including groundwater-level measurements, Amargosa River flow data, and spring flow information.

Task 9 Evapotranspiration Investigation

The approach proposed for refining previous estimates of annual groundwater discharge by ET is (1) measuring groundwater discharge rates in proportionally larger ET units, and (2) applying these rates to groundwater discharge areas delineated using high-resolution remotely-sensed imagery. This will be conducted by U.S. Geological Survey (USGS). Since ET is sustained by groundwater, local precipitation, and surface water flooding, local precipitation and surface water flooding are subtracted from the measured ET resulting in ET only from the groundwater system.

Over a two year period, annual groundwater discharge rates will be quantified at a minimum of two sites by concurrently measuring ET, precipitation, groundwater levels, and soil moisture. Each site will contain a micrometeorological station collecting eddy-covariance ET and energy-budget data, a bulk precipitation gage to accurately measure precipitation, a tipping bucket rain gage to record event timing and intensity, two soil-water-content sensors to measure soil moisture in the upper 25 centimeters (cm) of soil, and an observation well equipped with a pressure transducer to monitor daily and seasonal fluctuations in groundwater levels.

Additionally, over the same two year period, soil cores will be collected monthly and analyzed for soil-water content to document seasonal changes in soil-water storage in the upper one meter of soil that occurs in response to precipitation and ET.

Data collected will include groundwater-level measurements, evapotranspiration data, geochemical data, and lithologic information from boreholes and associated monitoring well construction data.

Deliverables:

- A USGS Scientific Investigations Report will be published following the two years of data collection. This report will specify study methodology, document groundwater discharge by ET, and provide an analysis of ET's contribution to the overall groundwater budget of the Amargosa Basin.
- All ET data will be archived in National Water Information System (NWIS) and made available to the public. Progress will be documented with quarterly updated that detail ongoing activity.

Budget Category (d): Construction/Implementation

Task 10 Construction Contracting

Develop bid documents; prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

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

Task 11 Construction Administration

Review contractor submittals, answer requests for information, and issue 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:

- Notice of Completion

Task 12 Construction/Implementation Activities

Groundwater Monitoring Wells: Up to six new groundwater monitoring wells will be installed in locations where significant groundwater data gaps exist in the region in order to:

- Further evaluate the conceptual model of the Middle Amargosa River Basin with an emphasis on understanding groundwater flow paths
- Fill substantial data gaps in areas where baseline groundwater conditions need to be established to identify future impacts to groundwater levels
- Initiate baseline groundwater level records for regionally distributed areas in this portion of Inyo County

It is anticipated that the wells will be completed to varying depths dependent on local conditions. Anticipated well depths range from approximately 20 feet below ground surface (ft bgs) to more than 150 ft bgs. Well logs will be prepared for each monitoring well. Wells will have transducers installed for continuous data collection, and well development will be completed to prepare those wells for sampling. Following development, water samples will be collected from each well and analyzed for metals, cations, anions, and other parameters.

Deliverables:

- Final report comprising all new data including the well logs from the newly-installed wells as well as data collected from previous investigations.

PROJECT 5: Big Pine Tribal Fire Hydrant Replacement Project

IMPLEMENTING AGENCY: Big Pine Paiute Tribe (BPPT) of the Owens Valley

PROJECT DESCRIPTION: Replace 38 outdated fire hydrants throughout the distribution system with the potential for failure when operated. This will make it allowable to flush said hydrants without wasting water, increase the safety of the residents, prevent property and infrastructure damage and loss, prevent fire from spreading to neighboring wildland areas, and reduce the likelihood of sedimentation and water quality impacts to Big Pine Creek, which runs through the Big Pine Tribal Reservation. This project will specifically address the need for conserving water and improving emergency response infrastructure and reliability

Budget Category (a): Direct Project Administration

Task 1 Project Management

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

Deliverables:

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

Task 2 Labor Compliance Program

Labor Compliance is not applicable to Tribes.

Deliverables:

- N/A

Task 3 Reporting

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

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

Deliverables:

- Project Progress Reports
- Draft and Final Project Completion Report

Budget Category (b): Land Purchase/Easement

Task 4 Land Purchase/Easement

No land purchase or easement acquisition is required for this project.

Deliverables:

N/A

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

Task 5 Environmental Documentation

Prepare all necessary CEQA documentation. It is anticipated that a Notice of Exemption will be prepared for this task. Prepare letter stating no legal challenges (or addressing legal challenges). The Tribal Environmental Policy Ordinance takes precedence over NEPA on Big Pine Indian Reservation land; therefore a categorical exclusion will be filed through the Tribe's Environmental Policy Ordinance prior to project implementation.

Deliverables:

- Copy of Notice of Exemption
- Legal challenges letter
- Approved and adopted Categorical Exclusion pursuant to the Tribe's Environmental Policy Ordinance

Task 6 Planning and Assessment:

Conduct an inventory of Big Pine water distribution system to identify fire hydrant replacement needs. As a result, 38 fire hydrants were identified as obsolete or at the end of their useful lives.

Deliverables:

- Copy of the Fire Protection Infrastructure Domestic Water System Assessment memo

Task 7 Permitting

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

- Inyo County Encroachment Permit
- Bureau of Indian Affairs Encroachment Permit

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

Deliverables:

- Copy of all required permits

Task 8 Design

Complete preliminary design including the following supporting work: identify the precise fire hydrant locations and provide drawings of fire hydrant installation specifications. Produce 100% design, plans, and specifications.

Deliverables:

- 100% Design Plans and Specifications

Task 9 Project Monitoring Plan

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

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 10 Construction Team Hiring

The Tribe will utilize the Tribal Employment Rights Ordinance skills bank to interview and hire a force account crew to implement construction activities associated with the replacement of fire hydrants. This is regularly utilized to complete construction activities for projects funded with federal dollars.

Deliverables:

- Copy of Tribal Employment Rights Ordinance
- List of Construction Team, upon request

Task 11 Construction Administration

Construction management for this project will include the following work items:

- Review force account crew schedule and make recommendations
- Manage and coordinate all project inquiries
- Manage and Coordinate all correspondence
- Maintain detailed project records
- Receive, log, and distribute all submittals for review
- Inspect completed construction

Deliverables:

- Final report of construction activities

Task 12 Construction/Implementation Activities

(12.1) Mobilization and Site Preparation:

BPPT will mobilize equipment and crew to their respective, designated staging areas. Some of the equipment that will be required for implementation of the Fire Hydrant Replacement Project will include: backhoe, jackhammer, and crew truck. Site preparation shall include turning off water to fire hydrants being replaced and clearing areas of vegetation encroaching on site.

(12.2) Hydrant Removal and Installation:

During project construction, 38 fire hydrants will be removed and recycled as scrap metal. New fire hydrants will be installed to replace the removed fire hydrants, and the GIS database will be updated to reflect installation. The laborers will perform the installations within Occupational Safety and Health Administration (OSHA) and any other applicable codes, regulations, and ordinances during construction.

(12.3) Hydrant Installation Evaluation and Demobilization:

BPPT will perform post-construction inspections to verify proper fire hydrant installation. After installation, the 38 hydrants will be checked for leaks, sprayed on the inside with a chlorine/water mix for disinfecting, and properly flushed before being brought into service. Additionally, as part of this work item, demobilization and site restoration (if required) by the force account crew will be completed. Site restoration activities may include replacement of any disturbed turf areas, damaged shrubs, or damaged trees. Post-project activities funded through the Operation and Maintenance budget of BPPT shall include regular fire hydrant flushing to exercise valves and record any deficiencies.

Deliverables

- Records of fire hydrant performance testing
- Photographic documentation
- Map of exact locations of new fire hydrants

PROJECT 6: Ridgecrest Cash-for-Grass Landscape Rebate Incentive Program

IMPLEMENTING AGENCY: Indian Wells Valley Water District (IWWVD)

PROJECT DESCRIPTION: Develop and Implement a rebate incentive program to promote living turf removal at residential, multi-family, commercial, industrial, and institutional water users to conserve water in the Indian Wells Valley groundwater basin and to help protect water supplies for the community of Ridgecrest. This project will be based on similar cash-for-grass programs in California and Nevada and will result in an estimated water savings of approximately 16.4 AFY.

Budget Category (a): Direct Project Administration

Task 1 Project Management

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

Deliverables:

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

Task 2 Labor Compliance Program

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

Deliverables:

- Proof of labor compliance upon request

Task 3 Reporting

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

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

Deliverables:

- Project Progress Reports
- Draft and Final Project Completion Report

Budget Category (b): Land Purchase/Easement

Task 4 Land Purchase/Easement

No land purchase or easement acquisition is required for this project.

Deliverables:

N/A

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

Task 5 Environmental Documentation

Prepare all necessary Environmental documentation. It is anticipated that a CEQA Notice of Exemption will be prepared for this task. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- Copy of Notice of Exemption
- Legal challenges letter

Task 6 Planning and Assessment

IWVWD has reviewed multiple cash-for-grass programs that have been implemented in California and Nevada that confirm significant water savings will be achieved. IWVWD has designed its Cash- for-Grass Landscape Rebate Incentive Program based on existing programs.

The 2005 Southern Nevada Water Authority's (SNWA) Xeriscape Conversion Study shows an average water savings of 55.8 gallons per square foot (gal/ft²) by converting grass to a water-smart landscape. According to the IWVWD 2011 Urban Water Management Plan, the average evapotranspiration (ET) and rainfall in the Indian Wells Valley is 66 inches and less than 5 inches per year, respectively, which is similar to the conditions in the SNWA service area at the time of the 2005 SNWA Study. The project's water savings is therefore calculated with a standard coefficient of 56 gal/ft² of turf replaced.

Deliverables:

- IWVWD Cash-for-Grass Landscape Rebate Incentive Program description
- Copy of Aforementioned studies upon request

Task 7 Design/Engineering

The Program will replace up to 382,000 square feet of turf with low-water-using-landscaping, providing rebates of \$1/ft² of turf replaced.

Any construction and on-site work is the responsibility of the rebate applicant; no engineering or design work is required on the part of IWVWD for implementation of the rebate program. Pre- inspection services and customer support will be provided by IWVWD staff.

Deliverables:

- IWVWD Cash-for-Grass Landscape Rebate Incentive Program description
- Program Notification Announcement

Task 8 Project Monitoring Plan

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

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9 Construction Administration

IWVWD will administer the Cash-for-Grass Landscape Rebate Incentive Program. Activities include tracking costs, maintaining financial records, and making all rebate payments to program participants. Also, IWVWD staff will conduct the implementation, work with the participants, and provide program auditing support.

Deliverables:

- Pre- and post-inspection reports
- Summary of rebates to participants

Task 10 Construction/Implementation Activities

Effective June 8, 2015, the District staff is working with owners of residential, multi-family, commercial, industrial, and institutional properties within the Indian Wells Valley Water District's boundaries to reimburse \$1 per square foot up to 2,000 square feet of living turf removal by customers that annually use less than 2,000 hundred cubic feet of water and up to 10,000 square feet of living turf removal by customers that annually use more than 2,000 hundred cubic feet of water. Annual usage exceptions may be issued at the General Manager's discretion to better promote water conservation.

Administer the Program, including rebate application review and approval, pre-inspections with "before" photos of customer sites, verification of successful project completion through post-conversion inspections and "after" photos, customer support, and rebate check processing.

Deliverables:

- Application approvals for up to 382,000 square feet of permanent living turf removal over four years (project completion by December 2018)
- Documentation and processing of applications
- Post-conversion inspection report(s)

PROJECT 7: Recycled Water for Restoration and Community Projects in Big Pine

IMPLEMENTING AGENCY: Inyo County

PROJECT DESCRIPTION: Conduct a feasibility study and an improvement plan for the development of wastewater reclamation facilities in Big Pine by evaluating effluent, investigating potential uses, and looking at the potential for supplying these alternative uses. Upon completion, it is anticipated that the findings be implemented to benefit a DAC and a tribe, increase water use efficiency and sustainable management of water resources, while also increasing regional self-reliance with respect to water management.

Budget Category (a): Direct Project Administration

Task 1 Project Management

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

Deliverables:

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

Task 2 Labor Compliance Program

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

Deliverables:

- Proof of labor compliance upon request

Task 3 Reporting

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

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

Deliverables:

- Project Progress Reports
- Draft and Final Project Completion Report

Budget Category (b): Land Purchase/Easement

Task 4 Land Purchase/Easement

No land purchase or easement acquisition is required for this project.

Deliverables:

N/A

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

Task 5 Feasibility Studies

Investigate potential reuse of effluent water in the community of Big Pine that will benefit the community and the BPPT Reservation. This will include gathering information, investigating potential destinations, characterizing the existing effluent, and developing conceptual alternatives to treat and reuse effluent. Up to four conceptual alternatives will be evaluated and one or two final alternatives developed, including an estimate of construction and operations and maintenance costs. Following discussion and comments, the feasibility study will be finalized, and the final alternatives will move forward into environmental review (Task 6) and agency, stakeholder, and public review (Task 7).

Deliverables:

- Feasibility study report

Task 6 Environmental Documentation

It is anticipated that a CEQA Notice of Exemption will be prepared for this task. Prepare letter stating no legal challenges (or addressing legal challenges). Based on the selection of a final alternative developed in Task 5, additional environmental documents may be required and will be obtained as necessary.

Deliverables:

- Copy of all required environmental documentation
- Legal challenges letter

Task 7 Agency, Stakeholder, and Public Review

Initial stakeholder meetings will be held to refine the full scope of work for the feasibility study, including potential destinations and water recipients. The final alternatives presented by consultants in the feasibility study will be reviewed by Inyo County, Los Angeles Department of Water and Power (LADWP), BPPT, stakeholders, and the general public. From this review one or more community recycled water projects may be selected to move forward to an improvement plan.

Deliverables:

- Summary of comments and response to comments, including conclusions

Task 8 Improvement Plan

The selected project(s) from Task 5 will undergo an Improvement Plan, which includes an engineering report with design specifications and engineering drawings for the plant, plant connections, distribution system, and a solar power system. To prepare for planned implementation (not funded under this grant), an outline summary of expected contract language, as well as a list of required permits, and an estimate of time required to obtain these permits will be prepared by the consultant.

Deliverables:

- Engineering drawings
- Sample outline contract documents
- Permit requirements

Budget Category (d): Construction/Implementation

Task 9 Construction/Implementation Activities

No construction or implementation activities are applicable to this project.

Deliverables:

N/A

EXHIBIT B
BUDGET

Summary Budget						
Inyo-Mono IRWM Water Supply, Reliability, and Conservation Proposition 84 2015 Implementation						
#	Individual Project Title	Grant Amount	Cost Share: Non-State Fund Source (Funding Match)	Additional Cost Share	Total Cost	% Funding Match
1	Regional Grant Agreement Administration	\$164,843	-	-	\$164,843	
2	*Bishop Paiute Tribe Irrigation, Domestic Water, and Wastewater Conservation Plan	\$186,712	-	-	\$186,712	
3	June Lake Public Utility District Uranium Removal Plant	\$145,800	\$95,200	\$113,850	\$354,850	
4	Amargosa Basin Water, Ecosystem Sustainability, and Disadvantaged Community Project	\$492,053	\$195,000	-	\$687,053	
5	*Big Pine Tribal Fire Hydrant Replacement Project	\$225,300	-	-	\$225,300	
6	Ridgecrest Cash-for-Grass Landscape Incentive Program	\$322,000	\$167,800	-	\$489,800	
7	*Recycled Water for Restoration and Community Projects in Big Pine	\$280,235	-	-	\$280,235	
Proposal Total		\$1,816,943	\$458,000	\$113,850	\$2,388,793	27%

* DAC Funding Match Waiver

Project 1: Regional Grant Agreement Administration					
Project Sponsor: Desert Mountain Resource Conservation & Development Council (DMR CDC)					
	Category	Grant Amount	Cost Share: Non-State Fund Source (Funding Match)	Additional Cost Share	Total Cost
(a)	Direct Project Administration	\$164,843	-	-	\$164,843
(b)	Land Purchase / Easement	-	-	-	-
(c)	Planning / Design / Engineering / Environmental Documentation	-	-	-	-
(d)	Construction / Implementation	-	-	-	-
(e)	Grand Total	\$164,843	-	-	\$164,843

Project 2: Bishop Paiute Tribe Domestic Water, Irrigation, and Wastewater Conservation Plans					
Project Sponsor: Bishop Paiute Tribe					
	Category	Grant Amount	Cost Share: Non-State Fund Source (Funding Match)	Additional Cost Share	Total Cost
(a)	Direct Project Administration	\$8,651	-	-	\$8,651
(b)	Land Purchase / Easement	-	-	-	-
(c)	Planning / Design / Engineering / Environmental Documentation	\$178,061	-	-	\$178,061
(d)	Construction / Implementation	-	-	-	-
(e)	Grand Total	\$186,712	-	-	\$186,712

Project 3: June Lake Public Utility District Uranium Removal Plant					
Project Sponsor: June Lake Public Utility District					
	Category	Grant Amount	Cost Share: Non-State Fund Source (Funding Match)	Additional Cost Share	Total Cost
(a)	Direct Project Administration	\$8,100	\$3,250	-	\$11,350
(b)	Land Purchase / Easement	-	-	-	-
(c)	Planning / Design / Engineering / Environmental Documentation	\$14,500	\$4,200	\$37,300	\$56,000
(d)	Construction / Implementation	\$123,200	\$87,750	\$76,550	\$287,500
(e)	Grand Total	\$145,800	\$95,200	\$113,850	\$354,850

Project 4: Amargosa Basin Water, Ecosystem Sustainability, and Disadvantaged Community Project					
Project Sponsor: Amargosa Conservancy					
	Category	Grant Amount	Cost Share: Non-State Fund Source (Funding Match)	Additional Cost Share	Total Cost
(a)	Direct Project Administration	\$54,717	-	-	\$54,717
(b)	Land Purchase / Easement	-	-	-	\$0
(c)	Planning / Design / Engineering / Environmental Documentation	\$260,706	\$195,000	-	\$455,706
(d)	Construction / Implementation	\$176,630	-	-	\$176,630
(e)	Grand Total	\$492,053	\$195,000	-	\$687,053

Project 5: Big Pine Tribal Fire Hydrant Replacement Project					
Project Sponsor: Big Pine Paiute Tribe of the Owens Valley					
Category		Grant Amount	Cost Share: Non-State Fund Source (Funding Match)	Additional Cost Share	Total Cost
(a)	Direct Project Administration	\$20,500	-	-	\$20,500
(b)	Land Purchase / Easement	-	-	-	-
(c)	Planning / Design / Engineering / Environmental Documentation	\$3,575	-	-	\$3,575
(d)	Construction / Implementation	\$201,225	-	-	\$201,225
(e)	Grand Total	\$225,300	-	-	\$225,300

Project 6: Ridgecrest Cash-for-Grass Landscape Rebate Incentive Program					
Project Sponsor: Indian Wells Valley Water District					
Category		Grant Amount	Cost Share: Non-State Fund Source (Funding Match)	Additional Cost Share	Total Cost
(a)	Direct Project Administration	-	\$47,100	-	\$47,100
(b)	Land Purchase / Easement	-	-	-	-
(c)	Planning / Design / Engineering / Environmental Documentation	-	\$5,000	-	\$5,000
(d)	Construction / Implementation	\$322,000	\$115,700	-	\$437,700
(e)	Grand Total	\$322,000	\$167,800	-	\$489,800

Project 7: Recycled Water for Restoration and Community Projects in Big Pine					
Project Sponsor: Inyo County					
Category		Grant Amount	Cost Share: Non-State Fund Source (Funding Match)	Additional Cost Share	Total Cost
(a)	Direct Project Administration	\$12,934	-	-	\$12,934
(b)	Land Purchase / Easement	-	-	-	-
(c)	Planning / Design / Engineering / Environmental Documentation	\$267,301	-	-	\$267,301
(d)	Construction / Implementation	-	-	-	-
(e)	Grand Total	\$280,234	-	-	\$280,234

EXHIBIT C
SCHEDULE

Project 1: Grant Agreement Administration			
		Start Date	End Date
Category (a): Direct Project Administration		1/13/2016	12/31/2019
Task 1	Agreement Administration	1/13/2016	12/31/2019
Task 2	Invoicing	1/13/2016	12/31/2019
Task 3	Progress Reports and Project Completion Report(s)	1/1/2016	12/31/2019

Project 2: Bishop Paiute Tribe Irrigation, Domestic Water, and Wastewater Conservation Plans			
		Start Date	End Date
Category (a): Direct Project Administration		1/1/2016	9/30/2018
Task 1	Project Management	1/1/2016	9/30/2018
Task 2	Labor Compliance Program	1/1/2016	9/30/2018
Task 3	Reporting	4/1/2016	9/30/2018
Category (b): Land Purchase / Easement		N/A	N/A
Task 4	Land Purchase	N/A	N/A
Category (c): Planning / Design / Engineering and Environmental Documentation		1/1/2016	5/31/2018
Task 5	Project Data Collection	5/1/2016	9/30/2017
Task 6	Environmental Documentation	1/1/2016	2/29/2016
Task 7	Planning and Assessment	8/1/2016	2/28/2018
Task 8	Rate Structure Analysis	9/1/2017	5/31/2018
Category (d): Construction / Implementation		N/A	N/A
Task 9	Construction/Implementation Activities	N/A	N/A

Project 3: June Lake Public Utility District Uranium Removal Plant			
		Start Date	End Date
Category (a): Direct Project Administration		4/1/2015	10/31/2016
Task 1	Project Management	2/1/2016	8/31/2016
Task 2	Labor Compliance Program	2/1/2016	10/31/2016
Task 3	Reporting	4/1/2015	10/31/2016
Category (b): Land Purchase / Easement		N/A	N/A
Task 4	Land Purchase	N/A	N/A
Category (c): Planning / Design / Engineering and Environmental Documentation		5/1/2015	9/30/2016
Task 5	Environmental Documentation	5/1/2015	2/29/2016
Task 6	Permitting	5/1/2015	9/30/2016
Task 7	Design/Planning	5/1/2015	6/30/2015
Task 8	Project Monitoring Plan	1/1/2016	2/29/2016
Category (d): Construction / Implementation		3/1/2016	10/31/2016
Task 9	Construction Contracting	6/1/2016	7/31/2016
Task 10	Construction Administration	3/1/2016	7/31/2016
Task 11	Construction/Implementation Activities	3/1/2016	10/31/2016

Project 4: Amargosa Basin Water, Ecosystem Sustainability, and Disadvantaged Community Project			
		Start Date	End Date
Category (a): Direct Project Administration		4/1/2016	10/31/2018
Task 1	Project Management	4/1/2016	10/31/2018
Task 2	Labor Compliance Program	8/1/2016	10/31/2016
Task 3	Reporting	4/1/2016	10/31/2018
Category (b): Land Purchase / Easement		N/A	N/A
Task 4	Land Purchase	N/A	N/A
Category (c): Planning / Design / Engineering and Environmental Documentation		6/1/2016	10/31/2018
Task 5	Environmental Documentation	6/1/2016	10/31/2016
Task 6	Permitting	6/1/2016	10/31/2016
Task 7	Project Monitoring Plan	8/1/2016	10/31/2016
Task 8	Hydrologic Monitoring	9/1/2016	3/31/2018
Task 9	Evapotranspiration Investigation	10/1/2016	10/31/2018
Category (d): Construction / Implementation		4/1/2016	9/30/2017
Task 10	Construction Contracting	4/1/2016	10/31/2016
Task 11	Construction Administration	10/31/2016	9/30/2017
Task 12	Construction/Implementation Activities	10/31/2016	9/30/2017

Project 5: Big Pine Tribal Fire Hydrant Replacement Project			Start Date	End Date
Category (a): Direct Project Administration			4/1/2015	10/31/2018
Task 1	Project Management		5/1/2016	9/30/2018
Task 2	Labor Compliance Program		5/1/2016	9/30/2018
Task 3	Reporting		4/1/2015	10/31/2018
Category (b): Land Purchase / Easement			N/A	N/A
Task 4	Land Purchase		N/A	N/A
Category (c): Planning / Design / Engineering and Environmental Documentation			4/1/2016	9/30/2016
Task 5	Environmental Documentation		4/1/2016	9/30/2016
Task 6	Planning and Assessment		4/1/2016	4/30/2016
Task 7	Permitting		7/1/2016	9/30/2016
Task 8	Design		4/1/2016	4/30/2016
Task 9	Project Monitoring Plan		5/1/2016	9/30/2016
Category (d): Construction / Implementation			10/1/2016	9/30/2018
Task 10	Construction Team Hiring		10/1/2016	11/1/2016
Task 11	Construction Administration		11/1/2016	9/30/2018
Task 12	Construction/Implementation Activities		11/1/2016	9/30/2018

Project 6: Ridgecrest Cash-for-Grass Landscape Rebate Incentive Program			Start Date	End Date
Category (a): Direct Project Administration			3/9/2015	3/31/2019
Task 1	Project Management		6/1/2015	12/31/2018
Task 2	Labor Compliance Program		3/9/2015	3/31/2019
Task 3	Reporting		4/1/2015	3/31/2019
Category (b): Land Purchase / Easement			N/A	N/A
Task 4	Land Purchase		N/A	N/A
Category (c): Planning / Design / Engineering and Environmental Documentation			3/1/2015	9/30/2016
Task 5	Environmental Documentation		7/15/2016	9/30/2016
Task 6	Planning and Assessment		3/1/2015	6/30/2015
Task 7	Design/Engineering		3/1/2015	6/30/2015
Task 8	Project Monitoring Plan		6/1/2015	9/30/2016
Category (d): Construction / Implementation			6/1/2015	3/31/2019
Task 9	Construction Administration		6/1/2015	3/31/2019
Task 10	Construction/Implementation Activities		6/1/2015	12/31/2018

Project 7: Recycled Water for Restoration and Community Projects in Big Pine		Start Date	End Date
Category (a): Direct Project Administration		4/1/2015	3/31/2018
Task 1	Project Management	4/1/2016	3/31/2018
Task 2	Labor Compliance Program	4/1/2016	4/30/2016
Task 3	Reporting	4/1/2015	3/31/2018
Category (b): Land Purchase / Easement		N/A	N/A
Task 4	Land Purchase	N/A	N/A
Category (c): Planning / Design / Engineering and Environmental Documentation		7/1/2016	3/31/2018
Task 5	Feasibility Studies	7/1/2016	9/30/2016
Task 6	Environmental Documentation	12/1/2016	8/31/2017
Task 7	Agency, Stakeholder, and Public Review	10/1/2016	11/30/2016
Task 8	Improvement Plan	9/1/2017	3/31/2018
Category (d): Construction / Implementation		N/A	N/A
Task 9	Construction/Implementation Activities	N/A	N/A

EXHIBIT D
STANDARD CONDITIONS

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

- a) **Separate Accounting of Funding Disbursements and Interest Records:** Grantee shall account for the money disbursed pursuant to this Grant Agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts, disbursements, and interest earned on expenditures of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
- b) **Fiscal Management Systems and Accounting Standards:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law or this Grant Agreement.
- c) **Disposition of Money Disbursed:** All money disbursed pursuant to this Grant Agreement shall be deposited, administered, and accounted for pursuant to the provisions of applicable law.
- d) **Remittance of Unexpended Funds:** Grantee shall remit to State any unexpended funds that were disbursed to Grantee under this Grant Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant Agreement, whichever comes first.

D.2) **ACKNOWLEDGEMENT OF CREDIT:** Grantee shall include appropriate acknowledgement of credit to the State and to all cost-sharing partners for their support when promoting the Projects or using any data and/or information developed under this Grant Agreement. During construction of each project, Grantee shall install a sign at a prominent location, which shall include a statement that the project is financed under the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, administered by State of California, Department of Water Resources. Grantee shall notify State that the sign has been erected by providing them with a site map with the sign location noted and a photograph of the sign.

D.3) **AIR OR WATER POLLUTION VIOLATION:** Under State laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to §13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

D.4) **AMENDMENT:** This Grant Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. State shall have no obligation to agree to an amendment.

D.5) **AMERICANS WITH DISABILITIES ACT:** By signing this Grant Agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C., 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

D.6) **APPROVAL:** This Agreement is of no force or effect until signed by all parties to the agreement. Grantee may not submit invoices or receive payment until all required signatures have been obtained.

D.7) **AUDITS:** State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of Projects, with the costs of such audit borne by State. After completion of the Projects, State may require Grantee to conduct a final audit to State's specifications, at Grantee's expense, such audit to be conducted by and a report prepared by an independent

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

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

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

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

- b) Establish a Drug-Free Awareness Program, as required by Government Code §8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:
 - i) The dangers of drug abuse in the workplace,
 - ii) Grantee's policy of maintaining a drug-free workplace,
 - iii) Any available counseling, rehabilitation, and employee assistance programs, and
 - iv) Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- c) Provide, as required by Government Code §8355(a)(3), that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
 - i) Will receive a copy of Grantee's drug-free policy statement, and
 - ii) Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.

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

- D.27) **INVOICE DISPUTES:** In the event of an invoice dispute, payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided may result in return of the invoice to the Grantee. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. Any claim that Grantee may have regarding the performance of this Grant Agreement including, but not limited to claims for additional compensation or extension of time, shall be submitted to the DWR Project Manager within thirty (30) calendar days of Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to the Grant Agreement to implement the terms of any such resolution.
- D.28) **LABOR CODE COMPLIANCE:** The Grantee will be required to keep informed of and take all measures necessary to ensure compliance with applicable Labor Code requirements, including, but not limited to, §1720 *et seq.* of the Labor Code regarding public works, limitations on use of volunteer labor (Labor Code §1720.4), labor compliance programs (Labor Code §1771.5) and payment of prevailing wages for work done and funded pursuant to these Guidelines, including any payments to the Department of Industrial Relations under Labor Code §1771.3.
- D.29) **NONDISCRIMINATION:** During the performance of this Grant Agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medial and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code §12990 (a-f) *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, §7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.
- D.30) **NO DISCRIMINATION AGAINST DOMESTIC PARTNERS:** For contracts over \$100,000 executed or amended after January 1, 2007, the Grantee certifies by signing this Grant Agreement, under penalty of perjury under the laws of State of California that Grantee is in compliance with Public Contract Code §10295.3.
- D.31) **OPINIONS AND DETERMINATIONS:** Where the terms of this Grant Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.32) **PERFORMANCE AND ASSURANCES:** Grantee agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in Exhibit A (Work Plan) and to apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law.
- D.33) **PRIORITY HIRING CONSIDERATIONS:** If this Grant Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant Agreement to qualified recipients of aid under Welfare and Institutions Code §11200 in accordance with Public Contract Code §10353.
- D.34) **PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the

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

- D.35) **REMEDIES NOT EXCLUSIVE:** The use by either party of any remedy specified herein for the enforcement of this Grant Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.36) **RETENTION:** Notwithstanding any other provision of this Grant Agreement, State shall, for each project, withhold five percent (5.0%) until January 1, 2018 and ten percent (10.0%), thereafter, of the funds requested by Grantee for reimbursement of Eligible Costs. Each project in this Grant Agreement will be eligible to release its respective retention when that project is completed and Grantee has met requirements of Paragraph 19, "Submissions of Reports", except in the case of the last project to be completed under this Grant Agreement, in which case retention for such project will not be disbursed until the "Grant Completion Report" is submitted to and approved by State. State shall disburse retained funds to the Grantee.
- D.37) **RIGHTS IN DATA:** Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act., Government Code §6250 *et seq.* Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to State for financial support. Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.38) **SEVERABILITY:** Should any portion of this Grant Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant Agreement shall continue as modified.
- D.39) **STATE REVIEWS:** The parties agree that review or approval of projects applications, documents, permits, plans, and specifications or other project information by the State is for administrative purposes only and does not relieve the Grantee of their responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the projects.
- D.40) **SUSPENSION OF PAYMENTS:** This Grant Agreement may be subject to suspension of payments or termination, or both, and Grantee may be subject to debarment if the State determines that:
a) Grantee, its contractors, or subcontractors have made a false certification, or
b) Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant Agreement.
- D.41) **SUCCESSORS AND ASSIGNS:** This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.42) **TERMINATION BY GRANTEE:** Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, Grantee must provide a reason(s) for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date.
- D.43) **TERMINATION FOR CAUSE:** Subject to the right to cure under Paragraph 14, the State may terminate this Grant Agreement and be relieved of any payments should Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 14.

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

EXHIBIT E
AUTHORIZING RESOLUTION

RESOLUTION 15-2

RESOLUTION OF THE BOARD OF DIRECTORS OF DESERT MOUNTAIN RESOURCE CONSERVATION & DEVELOPMENT COUNCIL TO OBTAIN A 2015 INTEGRATED REGIONAL WATER MANAGEMENT GRANT AND TO ENTER INTO AN AGREEMENT TO RECEIVE A GRANT FROM THE DEPARTMENT OF WATER RESOURCES.

RESOLVED by the Board of Directors of Desert Mountain Resource Conservation & Development Council (DMRC&D), that application be made to the California Department of Water Resources to obtain a 2015 Integrated Regional Water Management Grant pursuant to the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Public Resource Code Section 75001 et seq.), and to enter into an agreement to receive a grant for the Round Three Implementation Funding of Inyo-Mono Integrated Regional Water Management Program.

THEREFORE, Project Manager of DMRC&D is hereby authorized and directed to prepare the necessary data, conduct investigations, file such application, and execute a grant agreement with California Department of Water Resources.

PASSED AND ADOPTED by the members of the Board of Directors of Desert Mountain Resource Conservation & Development Council by a vote by email on July 1st, 2015, by the following vote:

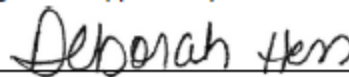
Ayes: Donna Thomas, Chip Holloway, Leroy Corlett, Deborah Hess, BryAnna Vaughan, Marianne Schat

Noes: None

Abstentions: None

Absent: Marie Brashear, Ed Fuller

Signed and approved by:



Deborah Hess

President, DMRC&D Board of Directors

**EXHIBIT F
LOCAL PROJECT SPONSORS**

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

Sponsored Project	Sponsor Agency	Agency Address
Project 1 – Grant Agreement Administration	Desert Mountain Resource Conservation & Development Council	1259 E Ridgecrest Blvd. #7 Ridgecrest, CA 93555
Project 2 - Bishop Paiute Tribe Domestic Water, Irrigation, and Wastewater Conservation Plans	Bishop Paiute Tribe	2490 Diaz Lane Bishop, CA 93514
Project 3 – June Lake Public Utility District Uranium Removal Plant	June Lake Public Utility District	2380 CA-158 June Lake, CA 93529
Project 4 – Amargosa Basin Water, Ecosystem Sustainability, and DAC Project	Amargosa Conservancy	CA-127 Shoshone, CA 92384
Project 5 – Big Pine Tribal Fire Hydrant Replacement Project	Big Pine Paiute Tribe of the Owens Valley	825 South Main Street Big Pine, CA 93513
Project 6 – Ridgecrest Cash-for-Grass Landscape Incentive Program	Indian Wells Valley Water District	500 W Ridgecrest Blvd. Ridgecrest, CA 93555
Project 7 – Recycled Water for Restoration and Community Projects in Big Pine	Inyo County	168 N. Edwards Street Independence, CA 93526

EXHIBIT G
REPORT FORMATS AND REQUIREMENTS

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

PROGRESS REPORTS

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

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

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

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

PROJECT COMPLETION REPORT

Project Completion Reports shall generally use the following format.

Executive Summary

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

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

Reports and/or Products

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

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

Costs and Dispositions of Funds

A list of showing:

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

Additional Information

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

GRANT COMPLETION REPORT

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

Executive Summary

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

Reports and/or products

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

Cost & Disposition of Funds Information

- A summary of final funds disbursement for each project.

Additional Information

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

POST-PERFORMANCE REPORT

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

Reports and/or products

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

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

EXHIBIT H
REQUIREMENTS FOR STATEWIDE MONITORING AND DATA SUBMITTAL

Surface and Groundwater Quality Data

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

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

<http://www.ceden.org>.

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

Groundwater Level Data

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

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

State Audit Document Requirements

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

Internal Controls:

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

State Funding:

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

Contracts:

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

Invoices:

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

Cash Documents:

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

Accounting Records:

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

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

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

Project Files:

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

Funding Match Guidelines

Funding Match consists of non-State funds including in-kind services. In-kind services are defined as work performed or items contributed (i.e., dollar value of non-cash contributions) by the Grantee (and potentially other parties involved) directly related to the execution of Exhibit A (Work Plan) (examples: volunteer services, equipment use, and facilities). The cost of in-kind service can be counted as funding match in-lieu of actual funds (or revenue) provided by the Grantee. Other funding match and in-kind service eligibility conditions may apply. Provided below is guidance for documenting funding match with and without in-kind services.

1. Although tracked separately, in-kind services shall be documented and, to the extent feasible, supported by the same methods used by the Grantee for its own employees. Such documentation should include the following:
 - a. Detailed description of the contributed item(s) or service(s)
 - b. Purpose for which the contribution was made (tied to Grant Agreement Exhibit A (Work Plan))
 - c. Name of contributing organization and date of contribution
 - d. Real or approximate value of contribution. Who valued the contribution and how the value was determined? (e.g., actual, appraisal, fair market value, etc.). Justification of rate. (See item #2, below)
 - e. For contributed labor, the person's name, the work performed, the number of hours contributed, and the pay rate applied
 - f. If multiple sources exist, these should be summarized on a table with summed charges
 - g. Source of contribution and whether it was provided by, obtained with, or supported by government funds
2. Rates for volunteer or in-kind services shall be consistent with those paid for similar work in the Grantee's organization. For example, volunteer service of clearing vegetation performed by an attorney shall be valued at a fair market value for this service, not the rate for professional legal services. In those instances in which the required skills are not found in the recipient organization, rates shall be consistent with those paid for similar work in the labor market. Paid fringe benefits that are reasonable, allowable and allocable may be included in the valuation.
3. Funding match contribution (including in kind services) shall be for costs and services directly attributed to activities included in the Grant Agreement Work Plan. These services, furnished by professional and technical personnel, consultants, and other skilled and unskilled labor may be counted as in-kind if the activities are an integral and necessary part of the State funded Program/Project under the Grant Agreement.
4. Cash contributions made to a Program/Project shall be documented as revenue and in-kind services as expenditure. These costs should be tracked separately in the Grantee's accounting systems.

EXHIBIT J
PROJECT MONITORING PLAN GUIDANCE

Introduction

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

Project Monitoring Plan Components

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

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