

DEPARTMENT OF WATER RESOURCES

1416 NINTH STREET, P.O. BOX 942836
SACRAMENTO, CA 94236-0001
(916) 653-5791



October 6, 2011

Mr. Tim O'Halloran
Yolo County Flood Control & Water Conservation District
34274 State Highway 16
Woodland, California 95695-9371

Proposition 84 Integrated Regional Water Management (IRWM) Planning Grant

Dear Mr. O'Halloran:

Enclosed for your record is one copy, with original signatures, of the Agreement between our Agencies under the Integrated Regional Water Management Grant Program authorized under Proposition 84, Chapter 2.

We look forward to working with your Agency on this program. If you have any further questions on the program, please contact Joe Yun at (916) 651-9222.

Sincerely,

A handwritten signature in cursive script, appearing to read "Nancy Pashugin".

Nancy Pashugin
Associate Governmental Program Analyst
Financial Assistance Branch
Division of Integrated Regional Water Management

Enclosure

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES AND
YOLO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, AGREEMENT NUMBER 4600009398
INTEGRATED REGIONAL WATER MANAGEMENT (IRWM) PLANNING CALIFORNIA PUBLIC RESOURCES CODE §75026 ET SEQ.**

THIS AGREEMENT is entered into by and between the Department of Water Resources of the State of California, hereinafter called "State," and Yolo County Flood Control and Water Conservation District, a local district, hereinafter called "Grantee," which parties do hereby agree as follows:

1. PURPOSE. State shall provide a grant from the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 to Grantee for the purpose of developing or completing a new, or updating an existing IRWM plan, or to develop, complete, or modify a component of an IRWM plan so that the IRWM plan meets the IRWM Plan standards set forth in the IRWM Program Guidelines dated August 2010.
2. TERM OF AGREEMENT. The term of this Grant Agreement begins on the date this Agreement is executed by DWR and terminates on September 30, 2013, or when all of the Parties' obligations under this Grant Agreement have been fully satisfied, whichever occurs earlier.
3. GRANT AMOUNT. The maximum amount payable under this Grant Agreement shall not exceed \$1,000,000. Grantee shall allocate not less than \$50,000 to facilitation and support of the participation of disadvantaged communities in the IRWM planning effort funded by this Grant Agreement.
4. GRANTEE COSTS. The reasonable costs of the project are estimated to be \$1,586,800. Grantee agrees to be responsible for the difference between the estimate of project cost and the Grant Amount specified in Paragraph 3, Grantee shall provide a funding match in the amount of at least 25% of the total project cost. Grantee cost share is estimated to be \$586,800. Grantee's funding match may include in kind services that are part of Exhibit A, Project Work Plan, and performed after September 30, 2008.
5. GRANTEE'S RESPONSIBILITIES. Grantee shall faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A, Project Work Plan and in accordance with, Exhibit B Project Schedule, and Exhibit C, Project Budget. Grantee shall comply with all of the terms and conditions of this Grant Agreement and with Chapter 2 (commencing with Section 75026 *et seq.*) of the California Public Resources Code.
6. BASIC CONDITIONS: State shall have no obligation to disburse money for a project under this Grant Agreement unless and until Grantee has satisfied for such project the State's requirements for disbursement in accordance with the IRWM Guidelines and Planning Grant PSP which include:
 - a. Grantee demonstrates the availability of sufficient funds to complete the project.
 - b. Grantee shall furnish a copy of permits, licenses, and approvals required in performing its obligations under this Grant Agreement.
 - c. Work that is subject to the California Environmental Quality Act (CEQA) shall not proceed under this Grant Agreement until documents that satisfy the CEQA process are received by the State and State has completed its CEQA compliance responsibilities. Work that is subject to a CEQA document shall not proceed until and unless approved by the State's Project Manager. Such approval is fully discretionary and shall constitute a condition precedent to any work 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 project or to require changes, alterations or other mitigation.
 - d. Grantee performs tribal notifications per PRC§75102
 - e. An urban water supplier that receives grant funds governed by this agreement shall maintain compliance with the Urban Water Management Planning Act (CWC§10610 *et. seq.*)
 - f. Grantee submits all deliverables as specified in Paragraph 10 and 11 of this agreement and

Exhibit A, Project Work Plan.

7. METHOD OF PAYMENT. Payment will be made no more than monthly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Invoices shall be submitted using the invoice template provided by State. Invoices must be accompanied by appropriate receipts, required supporting documentation, and a progress report. The invoice should reflect charges for the work completed during the reporting period covered by the corresponding progress report. The invoice cannot be paid prior to submission of a progress report.

The invoice shall contain the date of the invoice; the time period covered by the invoice; the total amount due; and original signature and date (in ink) of Grantee's authorized representative. Invoices must be itemized based on the categories specified in Exhibit C Budget. 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). Submit the original and three (3) copies of the invoice form to the following address:

Department of Water Resources
Julie Haas
DIRWM – Regional Planning Branch
P.O. Box 942836
Sacramento, CA 94236-0001

8. DISBURSEMENTS Following the review of each invoice, 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. All money disbursed pursuant to this Grant Agreement shall be deposited, administered, and accounted for pursuant to the provisions of applicable law.
9. ELIGIBLE PROJECT COSTS. Grantee shall apply State funds received only to eligible Project Costs in accordance with applicable provisions of the law and Exhibit C, Project Budget. Eligible project costs include the reasonable costs of conducting meetings, stakeholder outreach and engagement, collecting data and information, and developing and writing the IRWM plan, including administrative costs and incidental costs. Work performed after the date of grant award, February 22, 2011, shall be eligible for reimbursement. Reasonable administrative expenses may be included as Project Costs and will depend on the complexity of the project preparation, planning, coordination and collaboration. Reimbursable administrative expenses are the necessary costs incidentally but directly related to the project including an appropriate pro-rata allocation of overhead and administrative expenses that are regularly assigned to all such projects in accordance with the standard accounting practices of the Grantee.

Advanced funds cannot be provided. Costs that are not eligible for reimbursement include but are not limited to:

- a. Costs, other than those noted above, incurred prior to the award date of the Grant.
- b. Costs for preparing and filing a grant application belonging to another solicitation.
- c. Operation and Maintenance costs, including post construction project performance and monitoring costs.
- d. Purchase of equipment not an integral part of the project.
- e. Establishing a reserve fund
- f. Purchase of water supplies.
- g. Replacement of existing funding sources for ongoing programs.

- h. Support of existing agency requirements and mandates (e.g. punitive regulatory agency requirements).
 - i. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of the project, as set forth and detailed by engineering and feasibility studies, or land purchased prior to effective date of the grant award with the State.
 - j. Payment of principal or interest of existing indebtedness or any interest payments unless the debt is incurred after effective date of the grant award, 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 reimbursable project costs.
 - k. Overhead not directly related to project costs.
10. 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 at the frequency specified in Exhibit B, Schedule. The progress reports shall provide a brief description of the work performed, Grantees activities, milestones achieved, any accomplishments, during the reporting period, and any problems encountered in the performance of the work under this Agreement. A recommended Progress Report format is attached as Exhibit E.
11. FINAL REPORT. Grantee shall prepare and submit to State, upon completion of the Project, a Final Report, which shall include: 1) an Executive Summary; 2) a comparison between the planned schedule in the Grant Agreement and actual timeline and explanation of the differences; and 3) a discussion of major problems that occurred in meeting the project goals and objectives as proposed and how and if they were resolved. The Final Report shall also contain a detailed description and analysis of project results including whether the purposes of the Project have been met, and a summary of the costs incurred and disposition of funds disbursed. The Final Report shall be provided in hard copy and digital format prior to final payment of grant funds retained by State. Final Report format is attached as Exhibit E.
12. GRANTEE REPRESENTATIONS. The 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 commitments made by the Grantee in its application, accompanying documents, and communications filed in support of its request for grant funding. Grantee shall comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, policies and regulations.
13. PERFORMANCE EVALUATION. Grantee's performance under this Grant Agreement will be evaluated by State after completion.
14. Labor Compliance. Grantee agrees to comply with all applicable California Labor Code requirements, including prevailing wage provisions. 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 section 1771.5 for projects funded by:
- a. Proposition 84 (Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006; California Public Resources Code sections 75075 *et seq.*) or
 - b. Any other funding source requiring an LCP.
- Grantee's failure to comply with LCP requirements is a breach of this Grant Agreement. At the State's request, Grantee must promptly submit written evidence of Grantee's compliance with the LCP requirements.
15. DEFAULT PROVISIONS. Grantee will be in default under this Grant Agreement if any of the following occur:

- a. Breach 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.
- c. Failure to operate or maintain projects in accordance with this Grant Agreement.
- d. Failure to make any remittance required by this Grant Agreement.
- e. If applicable, the grantee fails to maintain compliance with the Urban Water Management Planning Act (CWC 10610 et. seq.)

Should an event of default occur, State may do any or all of the following:

- f. Declare the Grant be immediately repaid, with interest, which shall be equal to State of California general obligation bond interest rate in effect at the time of the default.
 - g. Terminate any obligation to make future payments to Grantee.
 - h. Terminate the Grant Agreement.
 - i. Take any other action that it deems necessary to protect its interests.
16. 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 sent by any of the following means: (i) by delivery in person; (ii) by certified U.S. mail, return receipt requested, postage prepaid; (iii) by "overnight" delivery service; provided that next-business-day delivery is requested by the sender; or (iv) by facsimile transmission. 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 by facsimile will be effective on the date of successful transmission, which is documented in writing. Notices shall be sent to the above addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one above.

The Grantee shall promptly notify the State of events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of the Project will be undertaken until written notice of the proposed change has been provided to the State, and the State has given written approval for such change. The Grantee shall notify the State at least ten (10) calendar days prior to 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. The Grantee shall promptly notify the State in writing of completion of work on the Project.

17. PROJECT REPRESENTATIVES: The Project Representatives during the term of this Grant Agreement will be:

Department of Water Resources

Paula Landis
Chief Division of IRWM
P.O. Box 942836
Sacramento CA 94236-0001
Phone: (916) 651-9220
Fax: (916) 651-9292
e-mail: plandis@water.ca.gov

Yolo County Flood Control and Water
Conservation District

Tim O'Halloran
General Manager
34274 State Highway 16
Woodland, CA 95695-9371
Phone: (530) 662-0265
Fax: (530) 662-4982
e-mail: tohalloran@ycfcwcd.org

Direct all inquiries to the Project Manager:

Department of Water Resources

Julie Haas
P.O. Box 942836
Sacramento CA 94236-0001
Phone: (916) 651-0140
Fax: (916) 651-9292
e-mail: jhaas@water.ca.gov

Yolo County Flood Control and Water
Conservation District

Max Stevenson
34274 State Highway 16
Woodland, CA 95695-9371
Phone: (530) 662-0265
Fax: (530) 662-4982
e-mail: mstevenson@ycfcwcd.org

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


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

- | | |
|-----------|--------------------------------------|
| Exhibit A | Project Work Plan |
| Exhibit B | Project Schedule |
| Exhibit C | Project Budget |
| Exhibit D | Standard Conditions |
| Exhibit E | Report Format and Requirements |
| Exhibit F | Grantee Resolution |
| Exhibit G | Guidelines for Grantee and Borrowers |
| Exhibit H | Statewide Monitoring |

IN WITNESS WHEREOF, the parties have executed this Grant Agreement as of the date first above written.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

YOLO COUNTY FLOOD CONTROL & WATER
CONSERVATION DISTRICT



Paula J. Landis, P.E., Chief
Division of Integrated Regional Water
Management

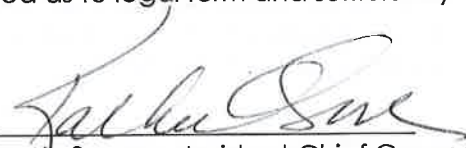


Tim O'Halloran, General Manager

Date 10-5-11

Date 9-16-2011

Approved as to legal form and sufficiency



Katherine A. Spanos, Assistant Chief Counsel
Office of Chief Counsel

Date 9/30/11

9/30/11

EXHIBIT A PROJECT WORK PLAN

This Work Plan describes the work that will be undertaken to develop the Integrated Regional Water Management Plan for the Westside Sacramento Region under Proposition 84.

BACKGROUND

Governance for IRWM Plan Development

Westside Regional Water Management Group (RWMG)

The Westside Sacramento IRWM Region includes primarily the Cache and Putah Creek watersheds. The watersheds of these two streams encompass portions of the following counties: Lake, Napa, Solano, Colusa, and Yolo. The Westside RWMG was created through an adopted MOU among the following five Regional Public Agencies within these five counties:

- Lake County Watershed Protection District (Lake County WPD)
- Napa County Flood Control and Water Conservation District (Napa County FC&WCD)
- Solano County Water Agency (SCWA)
- Water Resources Association of Yolo County (WRA of Yolo County)
- Colusa County Resource Conservation District (Colusa County RCD)

The large region contains many other public agencies with an interest in the topics envisioned to be included in the Westside IRWMP and other non-agency stakeholders. Although not signatories to the MOU, these other agencies and stakeholders are welcome to participate in the development of the IRWMP and coordinate their programs and projects as part of the IRWMP.

The RWMG has appointed an IRWMP Coordinating Committee (CC), comprised of one staff representative and an alternate appointed by each of the Regional Public Agencies. The governing boards of the Regional Public Agencies will serve as the decision-making bodies, while the CC members are responsible for keeping the boards informed about the IRWMP process and making recommendations to them. The Westside IRWMP will be developed by the Project Team with public input. The Project Team will include the technical, public outreach, and facilitation consultants (collectively referred to as the Consultant Team) as well as the Coordinating Committee (CC). The CC will direct the efforts of the Consultant Team.

Coordinating Committee

The CC is comprised of one staff representative and an alternate from each Regional Public Agency to manage development of an IRWMP for the RWMG. The CC is responsible for taking actions during the development of the Plan including identifying proposed Plan goals and objectives, proposing a process for prioritizing projects, developing drafts of the IRWMP, hiring and managing consultants, and managing funding agreements. Actions by the CC will be by consensus of all the members. Any decisions by the CC shall not cause an increase in expenditures without additional funding approved by the governing bodies of the Regional Public Agencies. The CC will ensure that the IRWMP is completed according to this Work Plan and Proposition 84 IRWMP standards.

CC members will be responsible for keeping their respective agency Boards updated on the development of the IRWMP and to update other agencies in their County who may have an interest in the IRWMP. At least one member will attend each of the public meetings, including those held with Tribes, specific stakeholders and disadvantaged communities.

The Project Team will designate a member of the Consultant Team to be the principal point of contact. Additionally each member of the CC will be a designated contact person for the county that they represent. That way the public, as well as local agencies, will have a contact to ask questions about local efforts and region-wide efforts. The Consultant Team will coordinate with the CC on responding to such inquiries and comments.

Lead Agency

The Yolo County Flood Control and Water Conservation District (YCFC&WCD) will act as the lead agency during development of the IRWMP for fiscal and contract needs of the Westside RWMG while the Solano County Water Agency (SCWA) will serve as the coordinating agent for the CC.

Phased Approach for Plan Development

There will be three separate phases leading to developing the Plan: (1) develop issues, goals and objectives, (2) develop comprehensive list of prioritized potential projects/programs, and (3) develop a draft and final IRWMP.

A four step development, review and adoption process applies to each of these phases:

1. Consultant Team develops "straw" proposals
2. CC reviews/modifies
3. CC sends draft to public for input and review
4. Consultant Team and CC modify as needed

Although the planning period for the IRWMP will extend to 2032, the IRWMP will focus on guiding the water resources management activities of member agencies and the community for the next five to 10 years.

The following are anticipated steps to develop the IRWMP. This process may be modified as the planning process proceeds depending on public participation and interest.

PHASE 1

- The Project Team will review and update the issues, goals and objectives developed under previous and ongoing regional planning processes.
- Public input will be sought to add and refine issues, goals and objectives.

PHASE 2

- The Project Team will identify projects, program and actions from prior planning resources.
- Public input will be sought to add other projects, programs and actions.
- The Project Team will draft criteria, develop a prioritization process, and apply the prioritization process to evaluate projects, programs and actions.
- Public input will be sought on the criteria and prioritization.

PHASE 3

- Project Team develops a draft IRWMP for review and comment by the public and the Regional Public Agencies.
- Project Team develops final draft IRWMP for adoption by the governing boards of the Regional Public Agencies.

Task 1. Outreach, Facilitation, and Communication

Outreach will be a complex process, recognizing the wide range of water-related interests in the Westside region, the distribution of population for a mix of rural and urban areas, and travel times related to geography. In addition, special attention will be given to disadvantaged communities and Tribal interests.

1.1 Develop Structure for Public Process

The Project Team will structure a public process suited to the needs of the IRWMP. An experienced consultant in public participation will be part of the Consultant Team. With input from the CC, the

Consultant Team will develop an overall public participation program that includes public meetings, written and web-based communications. The Public Participation Program will include a process for addressing any regional conflicts that may arise.

The current plan for involving stakeholder outlined below will be reviewed and adapted to the needs of the IRWM planning effort as necessary, under this Task. The current outreach plan has four key elements:

1. Identify Stakeholders including Disadvantaged Communities and Tribes
2. Include Bilingual Communications
3. Provide Multiple Localized Venues to Facilitate Participation
4. Provide Multiple Avenues for Communication

Deliverable: Public Participation Program

1.2 Identify Stakeholders

As part of this subtask, the Project Team will identify stakeholders and interested individuals that may wish to participate in the public process. The stakeholders identified to-date are listed in the table in Appendix 2 of the application. The CC will invite these stakeholders as well as others to attend public meetings and to participate in the planning process. New stakeholders will be identified according to the program outlined in Task 1.1.

Identification of Disadvantaged Communities (DACs) and California Native American Tribes will be a priority.

Disadvantaged Communities

The Westside IRWMP will necessarily contain basic demographic information to adequately describe the Westside region, such as existing population and population projections, income, race and ethnicities, and sizes of population centers in the region. The Project Team will review the 2010 U.S. Census data when it is available in order to make sure that no DACs are missed in outreach efforts. This is important because DACs identified in this work plan are based on 2000 U.S. Census data as the more recent data is not yet available.

California Native American Tribes

Consistent with the 2009 Update to the California Water Plan, the Westside RWMG will use the term "California Native American Tribe" to signify all indigenous communities of California, including those that are non-federally recognized and federally recognized.

To date, the CC has identified the following tribes within its boundary:

- YochaDehe Wintun Nation (Yolo County)
- Big Valley Band of Pomo Indians (Lake County)
- Scotts Valley Band of Pomo Indians (Lake County)
- Habematolel Pomo of Upper Lake (Lake County)
- Robinson Rancheria of Pomo Indians (Lake County)
- Elem Indian Colony of Pomo Indians (Lake County)
- Middletown Rancheria of Pomo Indians (Lake County)

Although formal notification is not legally required until specific projects undergo the CEQA process, the Project Team plans to notify Tribes of the IRWMP process as suggested by the IRWM Guidelines. The Project Team will employ the Office of Planning and Research's procedures for tribal consultation for General Plans and Specific Plans as guidance. The Project Team will first confirm which tribes have traditional lands located within the Westside region by working with the Native American Heritage Commission (NAHC).

Deliverable: No separate deliverable. Report on activity for this task in quarterly reports and include final updated stakeholder list in IRWMP. Optionally, update a stakeholder list on the project website.

1.3 Meetings

The Westside RWMG will invite members of the public and all known stakeholders to public meetings during the development of the Westside IRWMP in order to maximize public participation. Invitations will be published via a Westside RWMG website, public notices in local papers, and announcements at local water district and County supervisor board meetings. Stakeholder meetings will be open to the public. Prior to the meetings, notices, including agendas, minutes and supporting materials, will be emailed to current stakeholder mailing lists and posted on the Westside IRWMP website.

Coordinating Committee Meetings

The CC expects to meet monthly at a minimum, and more often if needed, once the preparation of the Westside IRWMP begins. CC meetings will be open to the public.

CC meetings are the principal means for the Consultant Team to get direction and input on their work. Drafts of documents will be sent out in advance of the meeting by the Consultant Team and the CC will be expected to review the documents in advance of the meeting and be prepared to comment at the meeting.

Stakeholder Input Meetings

The Westside RWMG will hold one set of meetings during Phase 1, two sets of meetings in Phase 2 and one set of meetings in Phase 3. For each set of meetings, the meetings will be held in three different geographic areas of the region to facilitate stakeholder input. Each of these meetings will be conducted by a facilitator.

Meeting 1: Introduce stakeholders to the IRWMP process and to seek their input on goals, issues and objectives. After this meeting the Project Team will prepare draft issues, goals, and objectives.

Meeting 2: Solicit projects, programs and actions to be considered for inclusion in the IRWMP that would help meet the issues, goals and objectives. Prior to that meeting the Project Team will provide a template for submitting projects.

Meeting 3: Review and comment on a draft prioritization of projects, programs and actions. Prior to that meeting the Project Team will provide a draft system for analyzing, prioritizing and ranking projects, programs and actions.

Meeting 4 (Public Review Draft IRWMP Public Meeting): A public meeting in three prominent locations in the region (e.g. Woodland, Vacaville, and Lakeport) will be held during a 60-day comment period which will begin as soon as the public review draft IRWMP is released.

Additional stakeholder meetings may be held, as necessary, throughout the process.

DAC Meetings

In addition to the general stakeholder input meetings, the Westside RWMG will hold three smaller, focused meetings in disadvantaged communities during each project phase in different geographic areas of the region at which DAC stakeholders can provide their input to the Westside IRWMP development. DAC meeting locations may be held in smaller towns such as Lucerne, Dunnigan, Lower Lake, Middletown, and Rumsey. The number and locations of DAC meetings will be adaptively managed depending on levels of participation and topics of interest. The CC will have a member attend each DAC meeting.

California Native American Tribe Meetings

The Project Team will actively seek direct Tribal participation in the IRWMP process, including an initial meeting in Phase 1, in addition to a meeting mid-way through Phase 2 with Tribal representatives throughout the region.

Miscellaneous Meetings (with DWR, other RWMGs, etc.)

Based on past experience with IRWMP development in Yolo and Solano Counties, the Westside RWMG anticipates periodic meetings with DWR and other state or regional governmental agencies. In addition, the Westside RWMG is aware of many inter-regional issues that will need to be coordinated with other IRWM regions. The schedule and budget allow for these miscellaneous meetings to occur approximately every other month for the first year and a half of the IRWMP process.

Deliverables for meetings: Announcement (if applicable), Agenda, Minutes & List of Attendees

1.4 Communication: Website Development, Newsletters, etc.

The public will be informed via a Westside RWMG website, public notices in local papers, and announcements at local water district and County supervisor board meetings. All forms of communication will be designed to invite anyone, regardless of viewpoint, to participate in the planning process. A user-friendly and up-to-date Westside RWMG website will be developed to help keep the public informed and involved with any public meetings and decisions. The website will contain a schedule of any public meetings or workshops within the region as well as any important documents to help the public understand the IRWMP process. Contents of the website may include: draft IRWMP sections and related documents; public meeting agendas and minutes; CC meeting announcements, agendas and minutes; comment forms; list of frequently asked questions (updated as needed); and a brief overview of the IRWMP process. This website will be continually updated as new information is made available and meetings are scheduled.

A series of newsletters (at least every six months) will also be published to keep the public and stakeholders up to date on the progress of the Westside IRWMP and to further inform them of any meetings and workshops. To maximize the number of people that understand the IRWMP process, key communication documents will be printed in both English and Spanish. The number of newsletters and content will be determined in the "Develop Structure for Public Process" (Task 1.1) described above.

Although there will be many public meetings where input can be accepted, it is anticipated that there will be public input outside of these meetings, such as from telephone or e-mail communications. As described under Governance above, a member of the Consultant Team will be the principal point of contact for the project with an additional point of contact for each county, to answer questions.

The Westside RWMG will invite members of all known DACs to public planning meetings during the development of the Westside IRWMP in order to maximize DAC participation. The DAC communities will be informed via a Westside RWMG website, public notices in local papers, and announcements at local water district and County supervisor board meetings. Through all of these outreach efforts, the Project Team will be inclusive and employ a collaborative, multi-stakeholder process intended to assist participation, including DACs and Tribes.

Task 2. Data Collection

An organized approach to collecting and organizing data is required for development of the Plan. During Phase 1, the Project Team will document how various agencies in the Westside region collect, analyze, monitor, and report data. This documentation will begin with reviewing and compiling existing data and identifying data needs under Task 2. Task 2 will primarily be conducted and completed during Phase 1 and 2 of the IRWMP process. However, data collection efforts will be ongoing throughout the drafting of the IRWMP and beyond the adoption of the Plan.

2.1 Review Existing Westside Regional Public Agencies' Resource Data

The Project Team will review the relevant information contained in the existing Yolo County and Solano County IRWMPs and other integrated water planning documents in the region such as the Napa County Integrated Water Resource Management Planning Framework.

Deliverable: Technical Memorandum summarizing existing data and metadata, data gaps, and recommendations.

2.2 Identify Data Needed to Develop Issues, Goals and Objectives and to Evaluate Actions

Identify specific data needed to develop and define issues, goals and objectives and to evaluate actions. The Project Team will work with local agencies to update available data. If necessary, the Project Team will work with local agencies to update available data. Data may need to be re-formatted to be useful in IRWMP analysis. For example, agencies with only part of their county in the Westside Region may have to separate out Westside RWMG from their county-wide data sets. Identify data gaps.

Deliverable: Technical Memorandum summarizing existing data and metadata, data gaps, and recommendations.

2.3 Compile and Update Land and Water Use Planning Data

The Project Team will use information from existing General Plans to develop a common land use map of the region. The map will be on a macro scale to show broad scale land uses, as opposed to details commonly shown in urban General Plans. Region water use data will be obtained from existing documents. The CC will be responsible for updating this data as necessary. The information obtained through this subtask will be used as a starting point to better integrate land use planning with water resources planning in the Westside region.

Deliverable: Land and Water Use Map for Region for Present, Future Conditions

2.4 Collect Data Needed for Climate Change Evaluation

The Westside IRWMP will address climate change and how it may impact the region's resources. The Westside IRWMP will address climate change adaptation and mitigation measures. Any data required to identify these adaptation and mitigation measures will be collected with the resources allocated under this subtask. For example, obtaining and mapping sea level rise and evapotranspiration projections for the Westside region may be conducted under this subtask.

Deliverable: No separate deliverable. The result of this task will be a draft Climate Change Section of the IRWMP.

2.5 Review Available Options for Regionwide Data Management System (DMS)

During the first phase of the IRWMP process, the Project Team will obtain input from stakeholders about the usefulness of existing data management systems in the region and about the additional data needs of the region. In parallel with other tasks in Phases 1 and 2, the Project Team will develop a recommendation for an appropriate region-wide data management system. Any region-wide DMS will need to coordinate with and provide data to the State databases (SWAMP, WDL, GAMA, CEIC and CERES), to the extent that the data is not already submitted to these databases.

During the first phase of the IRWM process, various DMS methods will be considered by the Project Team and presented to stakeholders for input on which DMS would best meet the data management needs of the Westside RWMG and be the most efficient means of consolidating available data resources, and ensuring use of existing data.

One option under consideration is a GIS-based DMS for the Westside RWMG is the Sacramento River Watershed Information Model (SWIM), <http://sacriver.org/wim>. Regardless of the DMS chosen, the Project Team will need to identify a common location for watershed information. The Westside RWMG website may end up being the common location for any DMS. For the most part, voluminous data already exists as water resource planners, county, state and federal agencies, watershed groups, and researchers have accumulated enormous volumes of watershed management, monitoring, and conservation-related data including: GIS layers and CAD drawings, permitting documents, monitoring datasets, project reports, photos, web links, and other digital files. The IRWMP will include an index of key documents and data sources so that the foundational information for the IRWMP is accessible to those who may want to access to them.

Deliverable: Technical Memorandum of DMS options reviewed and final recommendation for DMS for the

Westside Sacramento Region.

Task 3. Develop IRWMP Components

The IRWMP will be developed according to the Proposition 84 and Proposition 1E integrated Regional Water Management Guidelines, August 2010, and specifically according to the standards set forth in Appendix C "Guidance for IRWM Plan Standards."

The task includes preparation of draft IRWMP, including the following components as described in the Guidelines: governance, regional description, objectives, resources management strategies, integration, project review process, impact and benefit, plan performance and monitoring, data management, finance, technical analysis, relation to local water planning, relation to local land use planning, stakeholder involvement, coordination, and climate change.

Particular attention will given to the integration of separate county IRWM planning efforts into a unified IRWM Plan for the Putah and Cache Creek watersheds, and the entire Westside Sacramento Region. The end result will be a watershed-based plan, rather than a county-based plan.

Deliverable: Draft IRWMP

Task 4. IRWMP Preparation

4.1 Development of the IRWMP Scope

This task includes all the activities of the Westside RWMG leading to completion of this planning grant application.

A Memorandum of Understanding (MOU) between the Westside RWMG Regional Public Agencies was executed in 2009. The purpose of this MOU was to agree to participate in the RAP process to qualify for Proposition 84 funding. The MOU provided a structure for the entities within the Westside RWMG to interact with each other to submit the RAP and laid the foundation for an eventual Westside IRWMP effort.

The Westside RWMG collectively hired a consultant and developed an application for the RAP process. The Westside Region has been formally approved as a region for Proposition 84 funding. Some of the data included in the RAP application is being used to develop this planning grant application.

After official approval by DWR as a region in the RAP process, the Westside RWMG MOU was amended to fund and authorize the submittal of a Proposition 84 planning grant application and to commit to provide the required local cost share if the grant is approved. The CC was appointed and designated to submit the planning grant application and to manage the planning grant process.

The CC hired a consultant to prepare the planning grant application. The CC was actively involved in the development of the planning grant application. The application identifies a planning process that the CC feels will be successful in meeting the Region's needs as well as the State requirements for an IRWMP. Substantial Westside RWMG staff time and consultant costs are included in this task, reflecting the large amount of work for a new group of agencies to collaborate on a new regional planning effort.

4.2 Prepare and Comment on Administrative Draft IRWMP

An administrative draft IRWMP will be prepared. The administrative draft will be the first complete draft of the Westside IRWMP and is intended for the CC's review. The administrative draft will be prepared by the Consultant Team. The Consultant Team will circulate this administrative draft to the CC for comment. The CC members will be encouraged to share this administrative draft to others in their respective agencies, the agencies they represent in the IRWMP process and their governing boards, as appropriate. Although public comments will not be specifically sought on the administrative draft, the administrative draft will be posted on the Westside IRWMP web page and CC meetings are open to the public.

Deliverable: Administrative Draft IRWMP

4.3 Prepare Public Review Draft IRWMP and Solicit Public Comment

Based on the comments received on the administrative draft IRWMP, the Consultant Team will prepare a public review draft of the IRWMP. The CC will review the changes made by the Consultant Team and approve release of the public review draft. The public review draft IRWMP will be distributed for public review and comment by all stakeholders. The public review draft IRWMP will be available on the Westside RWMG website and electronic copies will be made available. At the facilitated public meetings, an overview of the public review draft IRWMP will be presented and input from those in attendance will be solicited. Members of the public will also have the opportunity to provide written comments, so attendance at these public meetings is not the only way to provide feedback on the IRWMP. The public comment period is planned to last for 60 calendar days.

Deliverable: Public Review Draft IRWMP

4.4 Prepare Final Draft IRWMP

Upon receipt of review comments and conducting the public meeting, comments will be reviewed and responses will be prepared. The Project Team will review comments and modify the public review draft as appropriate. The documentation of public comments will represent a part of the formal documentation of the public involvement and the stakeholder process. The final draft IRWMP will be available on the Westside website.

A key milestone in Phase 3 will be the briefing of each Regional Public Agency on the draft IRWMP that will have been released to the public for comment.

Deliverable: Final IRWMP

Task 5. IRWMP Grant Process Administration

Coordinate and manage all planning efforts including coordination of contract administration, invoicing, preparation of quarterly status reports, final report, conference calls, and meetings as necessary for the completion of all tasks defined herein. Issue and administer consultant contracts for specialized tasks, as necessary. Review and coordinate consultant work, project budget, schedule and reports.

Deliverables: Quarterly Reports, Invoices, Final Report, and Grant Close-out Documentation

EXHIBIT B
PROJECT SCHEDULE

Westside IRWMP Schedule

Task #	Task Description	2011			2012			2013						
		SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
1	Outreach, Facilitation, and Communication Develop Structure for Public Process ID Stakeholders Meetings													
	Coordinating Committee Meetings													
1.1	Stakeholder Input Mtg 1: Goals, issues & objectives													
1.2	Stakeholder Input Mtg 2: Solicit projects, programs and actions.													
1.3	Stakeholder Input Mtg 3: Review draft prioritization													
	Stakeholder Input Mtg 4: Public Review Draft IRWMP													
	DAC meetings													
	California Native American Tribe mtg													
	Misc mtgs w/ DWR & other RWMGs (no specific schedule)													
	Present to Board Councils													
1.4	Website Development, Newsletters, Outreach													
2	Data Collection													
2.1	Review Existing Westside Regional Public Agencies' Resource Data													
2.2	Identify Data Needed to Develop Issues, Goals & Objectives & Evaluate Actions													
2.3	Compile & Update Land and Water Use Planning Data													
2.4	Collect Data Needed for Climate Change Evaluation													
2.5	Review Available Options for Regionwide DMS													
3	Develop IRWMP Components													
4	IRWMP Preparation													
4.1	Development of the IRWMP Scope													
4.2	Prepare & Comment on Administrative Draft IRWMP													
4.3	Prepare Public Review Draft IRWMP & Solicit Public Comment													
4.4	Prepare Final Draft IRWMP													
5	IRWM Plan Grant Process Administration													

☒ Indicates a Meeting

Phase I. Develop Objectives & Issues
 Phase II. Develop Actions & Prioritize Projects
 Phase III. Develop IRWMP

Task #	Task Description	2008	2009	2010	2011
	Tasks Completed Before Contract Start				
1.3	Coordinating Committee Meetings				
4.1	Development of the IRWMP Scope				

**EXHIBIT C
PROJECT BUDGET**

Work Plan Task Item	Funding Match	Grant Request	Total Cost	Estimated DAC Costs from DWR Grant
Task 1. Outreach, Facilitation & Communication	\$187,600	\$274,000	\$461,600	\$20,000
Task 2. Data Collection	\$53,000	\$158,000	\$211,000	
Task 3. Develop IRWMP Components	\$83,800	\$337,000	\$420,800	\$25,000
Task 4. IRWMP Preparation	\$181,200	\$225,000	\$406,200	\$5,000
Task 5. IRWMP Grant Process Administration	\$81,200	\$6,000	\$87,200	
Project Total	\$586,800	\$1,000,000	\$1,586,800	\$50,000

DWR will reimburse the grantee for costs incurred after the Grant Agreement is executed, using the concurrent drawdown by task method, plus retention. That is, if there is grantee cost match and DWR grant share associated with a task; then grant funds and local match dollars will be expended simultaneously in accordance with the percentage (proportion) of funds coming from local costs and grant funds shown in the Budget.

Example: A Grantee submits Invoice 1 that includes costs for Task 2 of a grant agreement; and Task 2 is split as local cost share of 25% and grant share as 75% for a total of \$100. If the grantee submits an invoice for \$4, then \$1 would be drawn down from the local cost match, and \$3 would be reimbursed from the grant share (minus 10% retention 0.30 cents). The total Invoice 1 reimbursement for the grantee would be \$2.70.

If the grantee submits invoices for allowable match costs for the period between September 30, 2008 and prior to initiation of the grant agreement, those costs at DWRs discretion, will be directly deducted from the grantees cost share [refer to Section V(L) on page 28 of the DWR IRWM Guidelines].

The 10 percent retention withheld by DWR on each invoice, by task, will be released to the grantee upon: 1) DWRs receipt of a request for release of retention, and 2) confirmation by DWR that all deliverables shown in Exhibit A have been received.

EXHIBIT D
STANDARD CONDITIONS

D.1 ACCOUNTING AND DEPOSIT OF GRANT DISBURSEMENT:

- a) **SEPARATE ACCOUNTING OF GRANT DISBURSEMENT 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) **REMITTANCE OF UNEXPENDED FUNDS:** Grantee, within a period of sixty (60) calendar days from the final disbursement from State to Grantee of grant funds, shall remit to State any unexpended funds that were disbursed to Grantee under this Grant Agreement and were not needed to pay Eligible Project Costs.

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 Project or using any data and/or information developed under this Grant Agreement.

D.3 AMENDMENT: No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the parties.

D.4 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.5 AUDITS: State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Grantee to conduct a final audit, 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 take any action it deems necessary to protect its interests.

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

D.6 BUDGET CONTINGENCY: LIMIT ON STATE FUNDS. Pursuant to the California Disaster Preparedness and Flood Prevention Bond Act of 2006 and the California Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Act of 2006 and subject to the availability of funds, including any mandates from the Department of Finance, the Pooled Money Investment Board ("PMIB") or any other state authority, the State will not make payments of any kind --

advances or reimbursements -- until funding is made available by the State Treasurer, after allocation decisions are made by the Pooled Money Investment Board and Department of Finance.

- D.7 CHILD SUPPORT COMPLIANCE ACT:** For any Grant Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- a) The contractor 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 section 5200) of Part 5 of Division 9 of the Family Code; and
 - b) The contractor, 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.8 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.9 COMPUTER SOFTWARE:** The Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.10 CONFLICT OF INTEREST**
- 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 Employee:** 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.
- D.11 DELIVERY OF INFORMATION, REPORTS, AND DATA:** The Grantee agrees to expeditiously provide, during work on the Project and throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by the State.
- D.12 DISPOSITION OF EQUIPMENT:** Grantee shall provide to State, not less than 30 days prior to submission of the final project invoice, a final inventory list of equipment purchased with grant funds provided by State. Grantee shall consult with State on the scope of the inventory not less than 60 days prior to the submission of the final project invoice. The inventory shall include all items with a current estimated fair market value of more than \$5,000 per item. Within 60 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.13 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 Director, Department of Water Resources, 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.14 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 Section 8355(a).
- b) Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(b) to inform employees, contractors, or subcontractors about all of the following:
 1. The dangers of drug abuse in the workplace,
 2. Grantee's policy of maintaining a drug-free workplace,
 3. Any available counseling, rehabilitation, and employee assistance programs, and
 4. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- c) Provide as required by Government Code Sections 8355(c), that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
 1. Will receive a copy of Grantee's drug-free policy statement, and
 2. Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.

D.15 FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED CIVIL ENGINEER: Upon completion of a construction project and as determined by State, Grantee shall provide for a final inspection and certification by a California Registered Civil Engineer 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 and to the State's satisfaction.

D.16 FUNDING RECIPIENT COMMITMENTS. Funding Recipient accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Funding Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Funding Recipient in the application, documents, amendments, and communications filed in support of its request for California Disaster Preparedness and Flood Prevention Bond Act of 2006 and the California Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Act of 2006 financing.

D.17 GOVERNING LAW: This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

D.18 INCOME RESTRICTIONS: The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Grant Agreement.

D.19 INDEPENDENT CAPACITY: Grantee, and the agents and employees of Grantee, if any, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.

- D.20 INSPECTIONS:** 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 local project sponsor, subagreements, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with State. Grantee acknowledges that the Project work site will be reportable under the Public Records Act (California Government Code Section 6250 *et seq.*). State shall have the right to inspect the Grantee's office at any and all reasonable times after completion of the project to ensure compliance with the terms and conditions of this Grant Agreement. During regular office hours, State shall have the right to inspect and to make copies of any books, records, or reports of the Grantee relating to this Grant Agreement. Grantee shall maintain and shall make available at all times for such inspection accurate records of 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.21 NONDISCRIMINATION:** During the performance of this Grant Agreement, Grantee and its contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Grantee and contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) *et seq.*) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full. Grantee and its contractors 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 contracts to perform work under the Grant Agreement.
- D.22 NO THIRD PARTY RIGHTS:** 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 Grant Agreement, or of any duty, covenant, obligation or undertaking established herein.
- D.23 OPINIONS AND DETERMINATIONS:** The parties agree that review or approval of any IRWM Program applications, documents, permits, plans and specifications or other program information by the State is for administrative purposes only and does not relieve the Grantee of its responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the IRWM Program.
- D.24 PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS.** Grantee shall be responsible for obtaining any and all permits, licenses, and approvals required for performing its obligations under this Grant Agreement. Grantee shall comply with the California Environmental Quality Act (California Public Resources Code Section 21000 *et seq.*) and other applicable federal, State, and local laws, rules, and regulations, guidelines, and requirements prior to disbursement of funds under this Grant Agreement.

Without limiting the foregoing, Funding Recipient shall keep informed of and take all measures necessary to ensure compliance with California Labor Code requirements, including but not limited to Section 1720 *et seq.* of the California Labor Code regarding public works, limitations on use of volunteer labor (California Labor Code Section 1720.4), labor compliance programs (California Labor Code Section 1771.5), and payment of prevailing wages for work done under this Funding Agreement. Pursuant to the provisions of Prop. 84, the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, Cal. Pub. Res. Code § 75076 *et seq.*, the Funding Recipient must have a labor compliance program that meets

the requirements of California Labor Code Section 1771.5

- D.25 PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** Grantee and Local Project Sponsors 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 IRWM Program without prior permission of State. Grantee and Local Project Sponsors shall not take any action concerning the performance of this Grant Agreement, 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 acquired through this Grant Agreement be remitted to State.
- D.26 REMEDIES, COSTS, AND ATTORNEY FEES:** The Grantee agrees that any remedy provided in this Grant Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the State as a result of breach of this Grant Agreement by the Grantee, whether such breach occurs before or after completion of the Project, and exercise of any remedy provided by this Grant Agreement by the State shall not preclude the State from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Grant Agreement, it is agreed that the prevailing party shall be entitled to such reasonable costs and/or attorney fees as may be ordered by the court entertaining such litigation.
- D.27 RETENTION:** Notwithstanding any other provision of this Grant Agreement, the State shall retain up to ten percent (10%) of the grant amount specified in this Grant Agreement until completion of the Project and is accepted by the State.
- D.28 RIGHTS IN DATA:** The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Grant Agreement shall be in the public domain. The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to the State for financial support. The Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so.
- D.29 SEVERABILITY of UNENFORCEABLE PROVISION:** If any provision of this Grant Agreement is held invalid or unenforceable by a court of final jurisdiction, all other provisions of this Grant Agreement shall be construed to remain fully valid, enforceable, and binding on the parties.
- D.30 STATE REVIEWS AND INDEMNIFICATION:** The parties agree that review or approval of Project 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 its responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the Project. To the extent permitted by law, the Grantee agrees to indemnify, defend and hold harmless the State and the State against any loss or liability arising out of any claim or action brought against the State from and against any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from, or in any way connected with:
- a) The Project or the conditions, occupancy, use, possession, conduct or management of, work done in or about, or the planning, design, acquisition, installation, or construction, of the Project or any part thereof;
 - b) Performing any of the terms contained in this Grant Agreement or any related document;
 - c) Any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the California Hazardous Waste Control Law and California Water Code Section 13304, and any

successors to said laws), rule or regulation or the release of any toxic substance on or near the System; or

- d) Any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Grantee for use in any disclosure document utilized in connection with any of the transactions contemplated by this Grant Agreement.

Grantee agrees to pay and discharge any judgment or award entered or made against the State with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section shall survive the term of the Grant Agreement.

- D.31 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.32 TERMINATION, IMMEDIATE REPAYMENT, INTEREST:** This Grant Agreement may be terminated by written notice at any time prior to completion of the Project, at the option of the State, upon violation by the Grantee of any material provision after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Grant Agreement within a reasonable time as established by the State. In the event of such termination, the Grantee agrees, upon demand, to immediately repay to the State an amount equal to the amount of grant funds disbursed to the Grantee prior to such termination. In the event of termination, interest shall accrue on all amounts due at the highest legal rate of interest from the date that notice of termination is mailed to the Grantee to the date of full repayment by the Grantee.
- D.33 TIMELINESS:** Time is of the essence in this Grant Agreement.
- D.34 TRAVEL:** Travel includes the costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Grant Agreement. Travel will be reimbursed at or below the rate allowed for unrepresented State employees. These rates are published at: <http://www.dpa.ca.gov/personnel-policies/travel/main.htm> or its successor website. For the purpose of computing such expenses, Grantee's designated headquarters shall be: Yolo County Flood Control and Water Conservation District, 34274 State Highway 16 Woodland, CA 95695-9371. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.
- D.35 UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
- D.36 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.37 WITHHOLDING OF GRANT DISBURSEMENTS:** The State may withhold all or any portion of the grant funds provided for by this Grant Agreement in the event that the Grantee has materially violated, or threatens to materially violate, any term, provision, condition, or commitment of this Grant Agreement; or the Grantee fails to maintain reasonable progress toward completion of the Project.

EXHIBIT E
REPORT FORMAT AND REQUIREMENTS

Progress Reports

Grantee shall use the following outline as a template for Progress Reports. Grantee shall submit progress reports on a regular, consistent basis to meet the State's requirement for disbursement of funds. The reporting period shall not exceed a 3-month period (quarter) in duration.

E.1 Executive Summary

Provide a brief summary of project status for the period covered by the Progress Report.

E.2 Report Status

- a) Describe work performed during the reporting period
- b) Describe major accomplishments, such as:
 - i) Tasks completed
 - ii) Milestones met
 - iii) Meetings held or attended
 - iv) Press release, etc.
 - v) Data delivered or information gained
 - vi) Status of Tasks that involve Disadvantaged Community (DAC) or Native American (NA) assistance (if applicable to scope of work)
- c) Discuss any issues or concerns that may affect the schedule or budget and include recommendations on how to correct the matter(s).
- d) Discuss activities planned for the next reporting period
 - i) A description of work to be performed in the next reporting period
 - ii) Issues/concerns that may affect the schedule or budget in the future and how the matter(s) will be addressed

E.3 Cost Information

- a) Identify costs incurred during the reporting period by Grantee and each subcontractor working on the project. Include hours per task worked on during the reporting period for above personnel.
- b) Discuss how the actual budget is progressing in comparison to the latest Project Budget.
- c) Provide a revised budget, by task, if changed from the latest Project Budget.

E.4 Schedule Information

- a) Provide a project schedule showing actual progress versus planned progress from the latest Schedule.
- b) Discuss how the actual schedule is progressing in comparison to the latest Project Schedule.
- c) Provide a revised schedule, by task, if changed from the latest Project Schedule.

FINAL REPORT

Grantee shall prepare and submit to State, on completion of the project, an original, two hard copies and one copy in electronic format of the Final Project Report, which shall include at a minimum:

- Executive Summary;

- Comparison of the actual work performed with tasks in the Exhibit A, Project Work Plan, with an explanation of the differences.
- Discussion of Tasks that involved and/or benefited DACs or NA Tribes.
- Discussion of major problems that occurred in meeting the project goals and objectives as proposed and how and if they were resolved.
- Detailed description and analysis of project results and benefits attained or goals achieved.
- A summary of the costs incurred and disposition of funds be disbursed, including a table showing actual costs versus the costs in the Exhibit C, Project Budget, by task with an explanation of the differences. When applicable, include a summary of grant expenditures, by task, which benefited DACs or NA Tribes.

The Final Project Report shall also include all final deliverables as described in Exhibit A, Project Work Plan.

ELECTRONIC REPORTING

Grantee agrees that work funded under this Agreement will be provided in an electronic format to State. Electronic submittal of final reports, plans, studies, data, and other work performed under this grant shall be as follows:

- Text preferably in MS WORD and also text PDF format.
- Files named so that the public can determine their content. For example, file naming of reports must have the title and, if subdivided into smaller sized files, the chapter number/letter and names in the report Table of Content (TOC); files of maps, figures, and tables by number/letter as referenced in the TOC; well logs files with DWR required naming convention; and appendix number/letter as named in the TOC.

EXHIBIT F
GRANTEE RESOLUTION

RESOLUTION NO. 10.09
A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
YOLO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
APPROVING THE APPLICATION FOR GRANT FUNDS (ON BEHALF OF THE
WESTSIDE REGIONAL WATER MANAGEMENT GROUP) FROM THE
CALIFORNIA DEPARTMENT OF WATER RESOURCES

WHEREAS, the Yolo County Flood Control and Water Conservation District (District) is a member of the Water Resources Association of Yolo County;

WHEREAS, the Water Resources Association of Yolo County is a signatory to the Memorandum of Understanding for the Integrated Regional Water Management Plan for the Westside Subregion of the Proposition 84 Sacramento River Funding Area;

WHEREAS, the Westside Subregion seeks to obtain a \$1 million Proposition 84 Planning Grant to develop a Westside Integrated Regional Water Management Plan; and

WHEREAS, the District has agreed to be the applicant and fiscal agent on behalf of the Westside Regional Water Management Group.

NOW THEREFORE, BE IT RESOLVED that the District Board of Directors agrees and authorizes that application be made to the California Department of Water Resources to obtain an Integrated Regional Water Management Planning Grant pursuant to the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Public Resource Code (PRC) Section 75001 *et seq.*), and to enter into an agreement to receive a grant for the Westside Integrated Regional Water Management Plan. The General Manager of the Yolo County Flood Control and Water Conservation District 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.

The foregoing resolution was duly passed and adopted by the Board of Directors of the Yolo County Flood Control and Water Conservation District at a meeting thereof held on September 7, 2010 by the following roll call vote:

AYES: Directors Brice, Mayer, Rominger, Tadlock and Vink

NOES: None

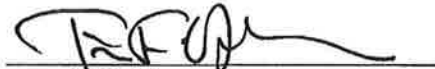
ABSENT: None

Signed by me after its passage this 7th day of September 2010.



Ann Brice, Chair

ATTEST:



Tim O'Halloran, Secretary

EXHIBIT G
GUIDELINES FOR GRANTEES AND BORROWERS

The lists below details the documents/records that State Auditors would need to review in the event of a grant or loan being audited. Grantees and borrowers should ensure that such records are maintained for each funded project.

Internal Controls:

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

Grants or Loans:

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

Contracts:

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

Invoices:

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

Cash Documents:

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

Accounting Records:

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

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on the grant or loan funded Program/Project.

2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program.

Project Files:

1. All supporting documentation maintained in the project files.
2. All grant or loan related correspondence.

**Exhibit H
Statewide Monitoring**

REQUIREMENTS FOR STATEWIDE MONITORING AND DATA SUBMITTAL

Ambient surface water and groundwater quality monitoring data (may 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 E.

Surface water quality monitoring data shall be submitted to the Surface Water Ambient Monitoring Program (SWAMP), which is administered by the State Water Resources Control Board (SWRCB).

SWAMP comparable electronic format shall be followed. SWAMP data formats and templates can be accessed at:

<http://swamp.mpsl.mlml.calstate.edu/resources-and-downloads/database-management-systems/swamp-25-database>

Groundwater quality monitoring data shall be submitted to the State through the SWRCB Groundwater Ambient Monitoring and Assessment (GAMA) Program. If a project work plan contains a groundwater ambient monitoring element, the Grantee shall contact the SWRCB GAMA Program for guidance on the submittal of ambient groundwater data. Information on the SWRCB GAMA Program can be obtained at:

http://www.waterboards.ca.gov/water_issues/programs/gama/

Prior to the Grantee implementing any sampling or monitoring activities, State must be notified in writing as the planned procedure for submittal of groundwater data to GAMA.

