

**ADDENDUM TO CONTRACT FOR SERVICES
BY INDEPENDENT CONTRACTOR**

THIS SECOND ADDENDUM is to that Contract executed on October 20, 2020, and amended on January 06, 2021, between the Siskiyou County Flood Control and Water Conservation District (District) and Larry Walker Associates, Inc. (Contractor).

WHEREAS, the cost of services to be performed by the contractor are expected to exceed the amount allowed under the contract; and,

WHEREAS, the need for additional staff labor is anticipated; and,

WHEREAS, the contract is funded by an underlying grant agreement that has been amended and the parties desire to incorporate the amendment and add it as an exhibit to the contract.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Section 4.01 of the contract titled "Compensation" shall be amended to add an additional four hundred thousand dollars (\$400,000), increasing compensation payable under the contract to an amount not to exceed one-million and fifteen thousand dollars (\$1,015,000).

Exhibits "A" and "B" of the original contract and "Exhibit A" of Addendum 1 will be replaced in their entirety with the attached "Exhibit A".

Exhibit "C" of the original contract will be replaced in its entirety with the attached Exhibit "B"

Exhibit "D" of the original contract will be replaced in its entirety and will become the attached Exhibit "C".

All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, District and Contractor have executed this addendum on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

Date: 3/17/2021

COUNTY OF SISKIYOU

DocuSigned by:
Ray A. Haupt
CA2D9FF2102G42E...
Ray A. Haupt, Chair
Siskiyou County Flood Control
and Water Conservation District
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

DocuSigned by:
By: Wendy Winingham
CEF1C53AD1A5444...
Deputy

Date: 3/9/2021

CONTRACTOR: Larry Walker Associates

DocuSigned by:
Brian M. Laursen
844AC3437923497...

License No.: _____
(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. 94-2610668

ACCOUNTING:

Fund	Organization	Account	Activity Code (if applicable)
2528	205010	723000	Prop 68 Grant

Encumbrance number: E2100358

If not to exceed, include amount not to exceed: \$1,015,000 for fiscal year 2020/2021

If needed for multi-year contracts, please include separate sheet with financial information for each fiscal year.

The Scope of Work to be performed by the contractor directly reflects the work plan as described in the Prop 68 Grant contract, included as Exhibit C of the contract.

WORK PLAN

Project Title: Scott, Shasta and Butte Valley Groundwater Basins GSP Development

Project Description: The primary goal is to complete the work necessary to develop GSPs for the Shasta River Valley, Scott Valley, and Butte Valley Groundwater Basins, and ensure sustainability into the future.

Component 1: Grant Administration

Prepare and submit required documents outlined in the grant award letter. Work with DWR staff to develop and execute the Grant Agreement. Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Progress Reports will include sufficient information for DWR program manager to understand and review backup documentation submitted with invoices. Quarterly invoices should accompany the Progress Reports and should be submitted to the DWR Project Manager for review to receive reimbursement on eligible funds per the Grant Agreement. Collect and organize backup documentation by task and prepare a summary document.

Submit a deliverable due date schedule within 30 days of execution of Amendment 1 of this Agreement or any future amendments, where the amendment would result in a change in the deliverables and/or schedule, for DWRs Project Manager's review and approval. Edits made to the schedule must be approved by the DWR Project Manager in advance.

Prepare Draft Grant Completion Report and submit to DWR for Project Manager's comment and review no later than 90 days before the work completion listed on Page 1, Paragraph 2. Prepare Final Grant Completion Report addressing the Project Manager's comments 30 days before the work completion listed in Paragraph 2. The report shall be prepared and presented in accordance with the provisions of Exhibit F. All deliverables outlined in Exhibit A are due prior to the Final Grant Completion report as outlined in the approved deliverable due date schedule.

Deliverables:

- Environmental Information Form
- Quarterly invoices and backup documentation
- Quarterly Progress Reports
- Final Grant Completion Report

Component 2: GSP Development for the Scott River Valley Groundwater Basin

Category (a): Stakeholder Outreach and Engagement

Provide public outreach and engagement through regular GSA meetings, special meetings, outreach letters and emails, and opportunities to provide comments through Scott Valley Groundwater Advisory Committee (Advisory Committee) meetings. Provide training for staff to attend seminars to become educated on GSP development and implementation. Organize and host meetings and events, distribute public notices and documents, create and maintain a SGMA website and social media page(s), provide SGMA updates at city meetings, irrigation/water GSA meetings, etc., and develop educational handouts for distribution. Outreach to and appoint Advisory Committee board, organize and host meetings, manage and administer activities of the Advisory Committee.

Deliverables:

- Link to District website/webpage
- Resolution outlining formation of Advisory Committee and list of appointed members
- Summary of all outreach and engagement activities included as an attachment in the quarterly Progress Report

Category (b): Planning Activities**Task 1: Data Collection, Development, and Management**

Compile and organize available data for GSP development, determine data gaps and collect additional necessary data to complete the GSP. Refine the existing Siskiyou County Well Program and perform a well audit. Transition the Siskiyou County CASGEM Program from Siskiyou County Environmental Health Division to the Department of Natural Resources for work associated with the Scott River Valley Groundwater Basin (Basin). Identify and determine how to address data gaps.

Deliverables:

- Document outlining CASGEM program
- Document outlining data gaps and needs

Task 2: Conceptual Model, Numerical Model Development, and Water Budget

Develop and document a conceptual model of the groundwater basin, develop an enhanced version and documentation of the Scott Valley Integrated Hydrologic Model, and develop the Scott Valley water budget. Prepare water budget for wet year, dry year, and average year scenarios, including seasonal water budgets for each.

Deliverables:

- Technical Memorandum on the updated model and results

Task 3: Sustainability Criteria Development

Develop the protocols for achieving and/or maintaining groundwater sustainability throughout the Basin by identifying potential undesirable results and determining how to meet sustainability criteria; identifying criteria that are being met and determining how to best sustain them over the long-term through implementation of the GSP; and establishing minimum thresholds and measurable objectives to achieve sustainability in the Basin.

Deliverables:

- Summary of findings

Task 4: Monitoring Programs, Protocols and Networks

Develop a groundwater monitoring program to assess conditions throughout the Basin and provide a centralized data and information management system. Develop a Basin-Wide Groundwater Sustainability Data Collection and Monitoring Plan (Plan), including discussion of:

- Groundwater monitoring network development;
- CASGEM program update to include reporting protocols (separate from Task 1 work);
- Monitoring database development;
- Monitoring annual report requirements and identification of monitoring entity; and
- Stream gauging program that includes current stream gauges and assesses the need for additional stream gauges for long term data collection

Deliverables:

- Monitoring Plan

Task 5: Groundwater Management Actions

Develop groundwater management programs and implement projects like the Scott Valley Recharge Pilot Study, in-lieu recharge, and Beaver Dam Analogues, to assist in-groundwater recharge development and study beneficial impacts to the Scott River when additional flows are needed during certain times of the year. Develop future groundwater modeling scenarios (from which proposed water budgets will be prepared) which may include DWR climate change scenarios and groundwater replenishment projects. Expand the existing

Groundwater Level Monitoring Program and stream discharge and temperature monitoring building on work from Task 1.

Deliverables:

- Summary of findings

Task 6: Round 3 Model Updates

Incorporate predicted changes in snowpack into the model. Calculate and account for mountain-front recharge (MFR) and streamflow entering the model domain via tributaries in wet and dry years.

Deliverables:

- Summary of findings

Task 7: Monitoring Baseline Conditions

Document baseline data to enhance understanding of surface water-groundwater interactions and the design and implementation of future recharge projects. Establish baseline conditions to enable meaningful comparisons for evaluating the impact of future recharge projects. Install stream gages in identified key tributaries to collect data required to more accurately represent the contributions of tributaries to the Scott River and the groundwater basin. Select and instrument wells, surface water gages and record flow, temperature, conductivity to better understand surface water-groundwater interactions, support the design and implementation of groundwater recharge projects, and quantify project benefits. Determine the instantaneous hydraulic gradient where groundwater meet the stream to constrain spatial variability of stream-aquifer exchange across the streambed.

Deliverables:

- Baseline Conditions Monitoring and Instrumentation Installation Technical Memorandum

Task 8: Isotopic Recharge Study

Collect water samples from wells, springs, and surface water bodies and analyze the samples for geochemical and isotopic tracers to better understand recharge elevation, water-rock interactions, and groundwater travel times. Send water samples to be analyzed at research facilities at University of California, Davis and the Lawrence Livermore National Laboratory for sulfur-35 (87.4 day half-life), sodium-22 (2.6 year half-life), tritium (12.3 year half-life), krypton-85 (10.8 year half-life), carbon-14 (5,730 year half-life), dissolved noble gases, general water chemistry (major anions and cations), and stable isotopes of water ($\delta^2\text{H}$ and $\delta^{18}\text{O}$) and carbon ($\delta^{13}\text{C}$). Utilize findings from this study to enhance the hydrogeological conceptual model and delineate primary recharge areas. Prepare a report that describes the work completed and findings from this study.

Deliverables:

- Isotopic Recharge Report

Category (c): GSP Preparation

Develop a comprehensive GSP for the Basin based on the results from Category (b) tasks that meets the SGMA requirements and DWR regulations.

Deliverables:

- Proof of submittal of Final Scott River Valley GSP to DWR

Component 3: GSP Development for the Shasta Valley Groundwater Basin

Category (a): Stakeholder Outreach and Engagement

Provide public outreach and engagement through regular GSA meetings, special meetings, outreach letters and emails, and opportunities to provide comments through Scott Valley Groundwater Advisory Committee (Advisory Committee) meetings. Provide training for staff to attend seminars to become educated on GSP development and implementation. Organize and host meetings and events, distribute public notices and documents, create and maintain a SGMA website and social media page(s), provide SGMA updates at city meetings, irrigation/water GSA meetings, etc., and develop educational handouts for distribution. Outreach to and appoint Advisory Committee board, organize and host meetings, manage and administer activities of the Advisory Committee.

Deliverables:

- Link to District website/webpage
- Resolution outlining formation of Advisory Committee and list of appointed members
- Summary of all outreach and engagement activities included as an attachment in the quarterly Progress Report

Category (b): Planning Activities

Task 1: Data Collection, Development, and Management

Compile and organize available data for GSP development, determine data gaps and collect additional necessary data to complete the GSP. Refine the existing Siskiyou County Well program and perform well audit. Transition the Siskiyou County CASGEM Program from Siskiyou County Environmental Health Division to the Department of Natural Resources for work associated with the Shasta Valley Groundwater Basin (Basin). Identify and determine how to address data gaps.

Deliverables:

- Document outlining CASGEM program
- Document outlining data gaps and needs

Task 2: Conceptual Model, Numerical Model Development, and Water Budget

Develop and document a conceptual model of the groundwater basin, develop the Shasta Valley Hydrologic Numerical Model including recharge areas, and develop the Shasta Valley water budget for wet year, dry year, and average year scenarios, including seasonal water budgets for each.

Deliverables:

- Technical Memorandum on the updated model and results

Task 3: Sustainability Criteria Development

Develop the protocols for achieving and/or maintaining groundwater sustainability throughout the Basin by identifying potential undesirable results and determining how to meet sustainability criteria; identifying criteria that are being met and determining how to best sustain these over the long-term through implementation of the GSP; and establishing minimum thresholds and measurable objectives to achieve sustainability in the Basin.

Deliverables:

- Summary of findings

Task 4: Monitoring Programs, Protocols and Networks

Develop a groundwater monitoring program to assess conditions throughout the Basin and provide a centralized data and information management system. Develop Basin-Wide Groundwater Sustainability Data Collection and Monitoring Plan (Plan), including discussion of:

- Groundwater monitoring network development;
- CASGEM program update to include reporting protocols;
- Monitoring database development;
- Monitoring annual report requirements and identification of monitoring entity; and
- Stream gauging program that includes current stream gages and assesses the need for additional stream gauges.

Deliverables:

- Monitoring Plan

Task 5: Groundwater Management Actions: Development, Assessment, and Implementation

Develop groundwater management programs and implement projects like the Scott Valley Recharge Pilot Study, in-lieu recharge, and Beaver Dam Analogues, to assist in-groundwater recharge development and study beneficial impacts to the Scott River, when additional flows are needed during certain times of the year. Develop future groundwater modeling scenarios (from which proposed water budgets will be prepared) which may include DWR climate change scenarios and groundwater replenishment projects. Expand the existing Groundwater Level Monitoring Program and stream discharge and temperature monitoring building on work from Task 1.

Deliverables:

- Summary of findings

Task 6: Round 3 Model Updates

Coordinate with the State Water Resources Control Board (SWRCB) and collaborate on the hydrology modeling efforts in the Shasta River watershed. Develop a GSFLOW model based on integration of a Precipitation Run-off Modeling System (PRMS) and MODFLOW. Work with the SWRCB to assess how water resources within the Shasta Basin could impact management of the Klamath River. Estimate instream flows, depict how human activities affect the water balance, simulate groundwater pumping, and simulate surface-subsurface interactions.

Deliverables:

- Model Updates Technical Memorandum
- Minutes from SWRCB coordination meetings

Task 7: Rain Gage Installation

Site locations and install up to ten (10) rain gages to better characterize precipitation and estimate runoff. Prepare a technical memorandum that describes work completed in this task.

Deliverables:

- Rain Gage Installation Technical Memorandum

Task 8: Geophysical Investigations

Conduct a combination of electrical resistivity and electromagnetic conductivity surveying methods at key groundwater-surface interface locations with critical groundwater-dependent ecosystems and in areas where depth to groundwater is poorly constrained (specifically, locations far from seasonal and/or continuous well monitoring data and where abrupt changes in horizontal aquifer lithology occur). Define key areas for

investigation during development of the preliminary hydrogeological conceptual model. Conduct conductivity surveys by towing a ground conductivity meter to rapidly collect high-resolution, shallow (to about 20-25 feet) electrical conductivity surveys across zones of critical groundwater/surface-water interaction and sparse groundwater elevation data in Shasta Valley. Conduct electrical resistivity surveys with lines of connected, grounded electrodes, to estimate deeper subsurface aquifer properties and structure (< 400 feet). Process and invert data collected. Prepare a technical memorandum that describes work completed and findings from this task.

Deliverables:

- Geophysical Surveys Technical Memorandum

Category (c): GSP Preparation

Develop a comprehensive GSP for the Basin based on the results from Category (b) tasks that meets the SGMA requirements and DWR regulations.

Deliverables:

- Proof of submittal of Final Shasta Valley GSP to DWR

Component 4. GSP Development for the Butte Valley Groundwater Basin

Category (a): Stakeholder Outreach and Engagement

Provide public outreach and engagement through regular GSA meetings, special meetings, outreach letters and emails, and opportunities to provide comments through Scott Valley Groundwater Advisory Committee (Advisory Committee) meetings. Provide training for staff to attend seminars to become educated on GSP development and implementation. Organize and host meetings and events, distribute public notices and documents, create and maintain a SGMA website and social media page(s), provide SGMA updates at city meetings, irrigation/water GSA meetings, etc., and develop educational handouts for distribution. Outreach to and appoint Advisory Committee board, organize and host meetings, manage and administer activities of the Advisory Committee.

Deliverables:

- Link to District website/webpage
- Resolution outlining formation of Advisory Committee and list of appointed members
- Summary of all outreach and engagement activities included as an attachment in the quarterly Progress Report

Category (b): Planning Activities

Task 1: Data Collection, Development and Management, and SGMA Education

Compile and organize available data for GSP development, determine data gaps and collect additional necessary data to complete the plan. Refine the existing Siskiyou County Well Program and perform a well audit. Transition the Siskiyou County CASGEM Program from Siskiyou County Environmental Health Division to the Department of Natural Resources for work associated with the Butte Valley Groundwater Basin (Basin). Identify and determine how to address data gaps.

Deliverables:

- Document outlining CASGEM program
- Document outlining data gaps and needs

Task 2: Document Groundwater and Surface Water Conditions and Develop Water Budget

Document current and historic groundwater and streamflow conditions and prepare a water budget incorporating climate, streamflow, land use, soil properties, and hydrogeologic data collected in other Tasks.

Deliverables:

- Summary of findings

Task 3: Sustainability Criteria Development

Develop the protocols for achieving and/or maintaining groundwater sustainability throughout the Basin by identifying potential undesirable results and determine how to meet sustainability criteria; identifying criteria that are being met and determine how to best sustain these over the long-term through implementation of the GSP, and establishing minimum thresholds and measurable objectives to achieve sustainability in the Basin.

Deliverables:

- Summary of findings

Task 4: Monitoring Programs, Protocols and Networks

Develop a groundwater monitoring program to assess conditions throughout the Basin and provide a centralized data and information management system. Develop Basin-Wide Groundwater Sustainability Data Collection and Monitoring Plan (Plan), including discussion of:

- Groundwater monitoring network development;
- CASGEM program update to include reporting protocols;
- Monitoring database development;
- Monitoring annual report requirements and identification of monitoring entity; and
- Stream gauging program that includes current stream gages and assesses the need for additional stream gauges

Deliverables:

- Plan to be included in GSP

Task 5: Groundwater Management Actions: Development, Assessment, and Implementation

Develop groundwater management programs by implementing projects like the Scott Valley Recharge Pilot Study, in-lieu recharge, and Beaver Dam Analogues, to assist in-groundwater recharge development and study beneficial impacts to the Scott River when additional flows are needed during certain times of the year. Develop future groundwater modeling scenarios (from which proposed water budgets will be prepared) which may include DWR climate change scenarios and groundwater replenishment projects. Expand the existing Groundwater Level Monitoring Program and stream discharge and temperature monitoring building on work from Task 1.

Deliverables:

- Summary of findings

Task 6: Model Updates

A three-dimensional groundwater flow model of the Butte Valley watershed will be developed in MODFLOW to refine deep groundwater flow out of the system. The Klamath River to the north will be considered the dominant control of hydraulic head in the region. Boundary flow to the east of the watershed, towards the Lower Klamath National Wildlife Refuge, will be modeled based on regional groundwater flow models developed by the USGS. Recharge rates in the undeveloped southern portion of the watershed will be estimated based on regional USGS rainfall-runoff models. Increased understanding of surface fluxes is being developed through installation of rain gauges throughout Butte Valley. Groundwater levels measured through the CASGEM program as well as through SGMA data collection will be used to calibrate the groundwater model. Prepare a technical memorandum that describes work completed and findings from this task.

Deliverables:

- Model Update Technical Memorandum

Task 7: Stream Gage Installation

Install and instrument two (2) telemetry-equipped stream gages at Butte Creek and Prather Creek. Prepare a technical memorandum that describes activities from this task.

Deliverables:

- Stream Gage Installation Technical Memorandum

Task 8: Meiss Lake Investigations

Install stream gages to monitor surface water flows, especially in streams discharging from the mountains, monitor groundwater levels in wells, perform geophysical surveying studies, perform an isotopic recharge study.

Subtask 8.1: Equipment Installation

Instrument approximately five (5) existing wells with pressure transducers and telemetry equipment to collect the desired information and develop a comprehensive monitoring network. Install at least one (1) stream gage to monitor streams discharging from the mountains.

Deliverables:

- Stream Gage Installation Technical Memorandum
- Monitoring Well Equipment Installation Technical Memorandum

Subtask 8.2: Geophysical Survey

Perform geophysical surveys in the Butte Valley Wildlife Area (California Department of Fish and Wildlife), Meiss Lake, the Butte Creek corridor both in the valley and at the southern end of the watershed (headwaters area), particular sites relevant to sensitive groundwater-dependent ecosystems (largely in the Meiss Lake area), sensitive volcanic rock recharge areas around the edge of the valley near many of the numerous key north-south trending fault zones (such as the Mount Hebron, Cedar Mountain, Meiss Lake, and Mahogany Mountain fault zones), and in sparse areas between groundwater monitoring network stations to tie interpolated groundwater elevations between station values.

Deliverables

- Geophysical Survey Technical Memorandum

Subtask 8.3: Isotopic Study

Perform an isotopic recharge study to improve understanding of surface water and groundwater interactions of key importance to development of the GSP. Utilize information gained from this study to enhance the hydrogeological conceptual model, delineate primary recharge areas and recharge sources and help in designing future groundwater recharge projects.

Deliverables

- Isotopic recharge study technical memorandum

Category (c): GSP Preparation

Develop a comprehensive GSP for the Basin based on the results from Category (b) tasks that meets the SGMA requirements and DWR regulations.

Deliverables:

- Proof of submittal of Final Butte Valley GSP to DWR

Component 9. County Wide Elements for GSP Development

Category (a): Stakeholder Outreach and Engagement

Maintain a dialogue with stakeholders to ensure local knowledge and viewpoints are heard and reflected in the GSP. Hold up to five (5) public outreach meetings. Hold up to twelve (12) meetings with the Advisory Committee. Hold at least six (6) meetings with the GSA Board. Hold at least twelve (12) targeted stakeholder meetings. Maintain and update online platforms and develop additional educational materials.

Category (b): GSP Development

Task 1: GSP Document Preparation

Prepare a GSP that meets the SGMA regulations. Adjust and modify the GSP as directed by the District in response to stakeholder input. Submit deliverables listed below electronically through an online reporting system. Compile the complete GSP and prepare for adoption by the GSA's Board. Provide a 90 day notice to local cities and counties for GSP review. Post a public notice for the hearing to adopt the GSP. Assist with conducting the public hearing to adopt the GSP. Provide summaries of activities within the Quarterly Progress Report(s). Submit the adopted GSP to the SGMA Portal and submit the email response from the SGMA Portal to DWR's Project Manager.

Activities to develop the GSP and sections that may be included within the GSP, but are not limited to, those described below.

1. Initial Notification of GSP Preparation
Prepare the initial notification of GSP preparation and submit to DWR and local agencies, distribute to the Grantee's interested-parties email list, and post on the website.
2. Data Collection and Analysis
Compile, evaluate, and analyze data necessary for development of the GSP. Identify data gaps and develop a plan for obtaining that data.
3. Integrated Hydrologic Modeling
Evaluate the available options and develop an integrated hydrologic model for the Basin. Compile, evaluate, and compare simulated and local water budget information. Select and refine integrated hydrologic model for water budget development and other GSP model scenario analysis. Develop model scenarios, complete model runs, evaluate model results. Develop model scenarios to support evaluation of potential projects and management actions or other analysis.
4. GSP Administrative Information
Compile and organize information necessary for completing GSP Administrative Information section.
5. Basin Setting
Develop a GSP Basin Setting section for the Basin including, but not limited to, management areas as applicable, hydrogeologic conceptual model, current and historical groundwater conditions, and water budget.
6. Sustainable Management Criteria
Develop GSP Sustainable Management Criteria for the Basin, including analysis and determination of Sustainability Goals, Undesirable Results, Minimum Thresholds, Measurable Objectives, as appropriate.

7. Projects and Management Actions

Develop Projects and Management Actions to achieve Sustainability Goals for the Basin, describe the implementation feasibility, and the method by which each will be evaluated for effectiveness.

Deliverables:

- Adopted GSP
- Proof of Adopted GSP submittal to DWR

Task 2: Economic Analysis of Scenarios and Management Actions

Conduct an economic analysis to help prioritize allocation of resources, identify economic impacts on agriculture and other local industries, and determine impacts of potential changes in water use. Consider infrastructure calculator, O&M costs to make practical, informed, and economically feasible decisions. Prepare a Technical Memorandum that describes the work completed, findings from the Economic Analysis, and how findings will be incorporated into the GSP.

Deliverables:

- Economic Analysis Technical Memorandum

Task 3: Fee Study

Evaluate funding alternatives that will review and discuss revenue generation strategies that may be implemented by the GSA to cover the cost of GSP implementation. Prepare a technical memorandum and present to the advisory committees and GSA Board to facilitate discussion and development of a preferred funding strategy.

Deliverables:

- Fee Study Technical Memorandum

Task 4: Data Management System Development

Obtain and store existing relevant information in a usable format. Continue developing components of a Data Management System (DMS) that will function as a data storage, analysis, visualization, and reporting tool for hydrogeologic and hydrologic information. Create retrieval and/or download tools for government web portals, transducers, and other relevant platforms. Develop key tools to support future tasks required of the GSA (i.e. reporting capabilities). Prepare a technical memorandum that describes work completed and findings from this task.

Deliverables:

- DMS Technical Memorandum

LARRY WALKER ASSOCIATES**Rate Schedule****Effective July 1, 2020 – June 30, 2021****Rates for Shasta, Scott and Butte Valley Basins**

PERSONNEL	RATE \$/HOUR	REIMBURSABLE COSTS	
Project Staff		Travel:	
Melanie Andreacchi	\$ 93	Local mileage	Current IRS rate
Alta Ljung	\$ 93	Transportation	Actual expense
Kim Turner	\$ 93	Auto rental	Actual expense
Tina Van Carpels	\$ 93	Fares	Actual expense
Andrew Smith	\$129	Room	Actual expense
Hayleigh Sawdaye	\$119	Subsistence ⁽¹⁾	\$48 per day
Kathryn Walker	\$160		
Adriana Stovall	\$119		
Sebastian Bognar	\$152	Breakfast	\$9.00
Kelsey McNeill	\$152	Lunch	\$13.00
Ryan Parks	\$180	Dinner	\$21.00
Katrina Arredondo	\$180	Incidentals	\$5.00
Jenny Bayley	\$180		
Olin Applegate	\$191	Report Reproduction and Copying:	
Cab Esposito	\$191	Per color copy, in-house	\$0.89
Brad Gooch	\$191	The rate for each meal as follows: ⁽¹⁾	
Adriel Leon	\$191	Actual expense	
Danielle Moss	\$191	Per black and white copy, in-house	\$0.08
Rich Pauloo	\$191	Per binding, in-house	\$1.95
Jeff Walker	\$191		
Masih Akhbari	\$212	Special Postage and Express Mail:	
Alina Constantinescu	\$212	Actual expense	
Airy Krich-Brinton	\$212		
Amir Mani	\$212	Other Direct Costs:	
Steve Maricle	\$212	Actual Expense	
Mike Marson	\$212		
Elizabeth Yin	\$212	Daily Equipment Rental Rates:	
Senior Staff		Single parameter meters & equipment	\$30.00
Bryant Alvarado	\$246	Digital Flow Meter	\$60.00
Kristine Corneillie	\$246	Multi-parameter field meters & sondes	\$100.00
Diana Engle	\$246	Dye/tracer mapping or residence time	\$200.00
Gorman Lau	\$246	Multi-parameter continuous remote sensing	\$40.00
Mitch Mysliwicz	\$246		
Amy Storm	\$246	Subcontractors:	
Hope M. Taylor	\$246	Actual Expense plus 10% fee	
Rachel Warren	\$246		
Associate		Note: ⁽¹⁾ Charged when overnight lodging is required.	
Denise Conners	\$274		
Betsy Elzufon	\$274		
Sandy Mathews	\$274	*original itemized receipts required for reimbursement	
Laura Foglia	\$274		
Paul Hartman	\$274		
Mike Trouchon	\$274		
Principal			
Karen Ashby	\$299		
Chris Minton	\$299		
Mack Walker	\$299		
Brian Laurenson	\$312		
Tom Grovhoug	\$328		
Ashli Cooper Desai	\$328		

Rates for Shasta, Scott and Butte Valley Basins

Table 1

Davids Engineering, Inc. Labor Rates Effective January 1, 2020	
Labor Classification	Hourly Rate
Sr. Principal Engineer	230.00
Principal Engineer	218.00
Supervising Engineer/Scientist	199.00
Senior Engineer/Scientist	182.00
Associate Engineer/Scientist II	172.00
Associate Engineer/Scientist I	162.00
Staff Engineer/Scientist II	152.00
Staff Engineer/Scientist I	139.00
Graduate Engineer/Scientist	120.00
Engineering Intern II	67.00
Engineering Intern I	45.00
Administrative Intern	46.00
Student Intern	25.00
Technical/Project Assistant	100.00
Secretary/Clerical II	93.00
Secretary/Clerical I	80.00

Note: labor rates are subject to revision at the beginning of each calendar year.

Table 2

Davids Engineering, Inc. Vehicle and Equipment Rates Effective January 1, 2020	
Item	Rate
Automobiles	current federal rate
Field vehicle (4 x 4)	\$1.00/mile
SonTek RiverSurveyor M9 ADCP	\$285.00/day
SonTek FlowTracker Handheld ADVN	\$60.00/day
Fuji Electric Portaflow-C Transit Time Meter	\$105.00/day
Pressure Transducer	\$50.00/month
SCADA Equipment and Materials	at cost
Color plotter	\$7.00/sq. ft.

Note: equipment rates are subject to revision at the beginning of each calendar year.

* Original Itemized receipts required for reimbursement

Rates for Shasta, Scott and Butte Valley Basins

Subcontractor Rates

- California State University, Chico – 1047 Almadia Ct., Chico, CA 95926
 - o Steffen William Mehl - \$150.00/hour

- Will Lewis Consulting, LLC, Davis, CA
 - o Will Lewis - \$185.00/hour

- Murphy Gardner – 1701 Wren Street, Reno, NV
 - o Murphy Gardner - \$50.00/hour

- SCI Consulting Group – 4745 Mangels Boulevard, Fairfield, ca 94534 and Oakland, CA
 - o John Bliss - \$275.00/hour
 - o Jerry Bradshaw - \$255.00/hour
 - o SCI Staff - \$175.00/hour

* Original Itemized receipts required for reimbursement

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA
(DEPARTMENT OF WATER RESOURCES) AND
SISKIYOU COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
AGREEMENT NUMBER 4600012838
2017 PROPOSITION 1 SUSTAINABLE GROUNDWATER PLANNING (SGWP) GRANT**

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or "DWR" and the Siskiyou County Flood Control and Water Conservation District, a public agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee," which parties do hereby agree as follows:

- 1) **PURPOSE:** The State shall provide funding from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) to assist the Grantee in financing the planning and/or selected project activities (Project) that will improve sustainable groundwater management, pursuant to Water Code Section 79700 et seq. The provision of State funds pursuant to this Agreement shall not be construed or interpreted to mean that the Groundwater Sustainability Plan (GSP), or any components of the GSP, implemented in accordance with the Work Plan as set forth in Exhibit A, will be: adopted by the applicable Groundwater Sustainability Agency (GSA); obtain the necessary desirable results of Sustainable Management Criteria; or, meet all of the evaluation and assessment criteria when submitted to the Department of Water Resources as required by the Sustainable Groundwater Management Act and implementing regulations.
- 2) **TERM OF GRANT AGREEMENT:** The term of this Grant Agreement begins on the date this Grant Agreement is executed by the State, through final payment plus three (3) years unless otherwise terminated or amended as provided in this Grant Agreement. However, all work shall be completed in accordance with the Schedule as set forth in Exhibit C.
- 3) **GRANT AMOUNT:** The maximum amount payable by the State under this Grant Agreement shall not exceed \$1,367,000.
- 4) **GRANTEE COST SHARE:** The Grantee is required to provide a Local Cost Share (non-State funds) of not less than 50 percent of the Total Project Cost. The cost share requirement for projects benefiting a Severely Disadvantaged Community (SDAC), Disadvantaged Community (DAC), or an Economically Distressed Areas (EDA) may be waived or reduced. The Grantee agrees to provide a Local Cost Share (non-State funds) for the amount as documented in Exhibit B (Budget). Local Cost Share may include Eligible Project Costs directly related to Exhibit A incurred after January 1, 2015.
- 5) **BASIC CONDITIONS:** The State shall have no obligation to disburse money for a project under this Grant Agreement until the Grantee has satisfied the following conditions (if applicable):
 1. Prior to execution of this Grant Agreement, selected applicants (Groundwater Sustainability Agency) for GSP Development projects must submit evidence of a notification to the public and DWR prior to initiating development of a GSP in compliance with California Code of Regulations, title 23, Section 350 et seq. (GSP Regulations) and Water Code Section 10727.8.
 2. The Grantee must demonstrate compliance with all relevant eligibility criteria as set forth on pages 7 and 8 of the 2015 Grant Program Guidelines for the SGWP Grant Program.
 3. For the term of this Grant Agreement, the Grantee submits timely reports and all other deliverables as required by Paragraph 16, "Submission of Reports" and Exhibit A.
- 6) **DISBURSEMENT OF FUNDS:** The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to the Grantee under this Grant Agreement shall be deposited in a non-interest bearing account and shall be used solely to pay Eligible Project Costs.

- 7) **ELIGIBLE PROJECT COST.** The Grantee shall apply State funds received only to eligible Project Costs in accordance with applicable provisions of the law and Exhibit B. Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition, legal fees, preparation of environmental documentation, environmental mitigations, monitoring, project construction, and/or any other scope of work efforts as described in Exhibit A. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Work performed on the Project after July 1, 2017, but before April 30, 2022, shall be eligible for reimbursement.

Costs that are not eligible for reimbursement with State funds cannot be counted as Cost Share. Costs that are not eligible for reimbursement include, but are not limited to, the following items:

1. Costs, other than those noted above, incurred prior to the award date of this Grant.
 2. Costs for preparing and filing a grant application belonging to another solicitation.
 3. Operation and maintenance costs, including post construction performance and monitoring costs.
 4. Purchase of equipment that is not an integral part of a project.
 5. Establishing a reserve fund.
 6. Purchase of water supply.
 7. Monitoring and assessment costs for efforts required after project construction is complete.
 8. Replacement of existing funding sources for ongoing programs.
 9. Support of existing agency requirements and mandates (e.g., punitive regulatory agency requirement).
 10. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or land purchased prior to the execution date of this Grant Agreement.
 11. Overhead and indirect costs: "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee; non-project-specific accounting and personnel services performed within the Grantee's organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; and, generic overhead or markup. This prohibition applies to the Grantee and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.
- 8) **METHOD OF PAYMENT FOR REIMBURSEMENT.** After the disbursement requirements in Paragraph 5 "Basic Conditions" are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee via U.S. mail or Express mail delivery of a "wet signature" invoice for costs incurred, including Cost Share, and timely Progress Reports as required by Paragraph 16, "Submission of Reports." Payment will be made no more frequently than monthly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. The State will notify the Grantee, in a timely manner, whenever, upon review of an Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Grantee shall include the following information:

1. Costs incurred for work performed in implementing the project 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 a project during the period identified in the particular invoice for the implementation of a project.
3. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:
 - a. Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - b. Invoices must be itemized based on the categories (i.e., tasks) specified in the 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).
 - c. One set of sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
 - d. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Grant Amount" and those costs that represent the Grantee's costs, as applicable, in Paragraph 4, "Grantee Cost Share."
 - e. Original signature and date (in ink) of the Grantee's Project Representative. Submit the original "wet signature" copy of the invoice form to the address listed in Paragraph 22, "Project Representative."

All invoices submitted shall be accurate and signed under penalty of perjury. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Exhibit D and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 489-490.)

- 9) ADVANCED PAYMENT. Water Code Section 10551 authorizes advance payment by the State for projects included and implemented in an applicable integrated regional water management plan, and when the project proponent is a nonprofit organization; a DAC; or the project benefits a DAC. If the project is awarded less than \$1,000,000 in grant funds, the project proponent may receive an advanced payment of up to 50% of the grant award; the remaining 50% of the grant award will be reimbursed in arrears. Within ninety (90) calendar days of execution of the Grant Agreement, the Grantee may provide the State an Advanced Payment Request. Advanced Payment Requests received ninety-one (91) calendar days after execution of this Agreement, or later, will not be eligible to receive advance payment. The Advanced Payment Request must contain the following:
 1. Documentation demonstrating that each Local Project Sponsor (if different from the Grantee, as listed in Exhibit I) was notified about their eligibility to receive an advanced payment and a response from the Local Project Sponsor stating whether it wishes to receive the advanced payment or not.
 2. If the Local Project Sponsor is requesting the advanced payment, the request must include:
 - a. 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).
 - b. A discussion of the Local Project Sponsor's financial capacity to complete the project once the advance funds have been expended, and include an "Audited Financial Statement Summary Form" specific to the DAC.

3. If a Local Project Sponsor is requesting advanced payment, the Grantee shall also submit a single Advance Payment Form Invoice, containing the request for each qualified project, to the State Project Manager with "wet signature" and date of the Grantee's Project Representative, as indicated in Paragraph 22, "Project Representative." The Grantee shall be responsible for the timely distribution of the advanced funds to the respective Local Project Sponsor(s). Within sixty (60) calendar days of receiving the Advanced Payment Form Invoice and subject to the availability of funds, the State will authorize payment of the advanced funds sought of up to 50% of the grant award for the qualified project(s). The Advanced Payment Form Invoice shall be submitted on forms provided by the State and shall meet the following format requirements:
 - a. Invoice must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - b. Invoice must be itemized based on the categories (i.e., tasks) specified in Exhibit B.
 - c. The State Project Manager will notify the Grantee, in a timely manner, when, upon review of an Advance Payment Form Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). After the distribution requirements in Paragraph 5, "Basic Conditions" are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee 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 16, "Submission of Reports."
 4. On a quarterly basis, the Grantee will submit an Accountability Report to the State that demonstrates how actual expenditures compare with the scheduled budget. The Accountability Report shall include the following information:
 - a. 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 budget categories (i.e., tasks) specified in Exhibit B.
 - b. A funding plan which shows how the remaining advanced funds will be expended.
 - c. Documentation that the funds were placed in a non-interest bearing account, including the dates of deposits and withdrawals from that account.
 - d. The State Project Manager will notify the Grantee, in a timely manner, when, upon review of the Expenditure Summary, the State determines that any portion of the expenditures claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). If costs are not consistent with the tasks in Exhibit B, the State will reject the claim and remove them from the Expenditure Summary.
 5. Once the Grantee has expended all advanced funds, then the method of payment will revert to the reimbursement process specified in Paragraph 8, "Method of Payment for Reimbursement.", and any remaining requirements of Paragraph 5, "Basic Conditions."
- 10) REPAYMENT OF ADVANCES. The State may demand repayment from the Grantee of all or any portion of the advanced State funding along with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State, and take any other action that it deems necessary to protect its interests for the following conditions:
1. A project is not being implemented in accordance with the provisions of the Grant Agreement.
 2. The Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction.

3. Repayment amounts may also include:

- a. Advance funds which have not been expended within 18 months of the Grant Agreement's execution.
- b. Actual costs incurred are not consistent with the activities presented in Exhibit A, not supported, or are ineligible.
- c. At the completion of the project, the funds have not been expended.

For conditions 10) 3.a. and 10) 3.b., repayment may consist of deducting the amount from future reimbursement invoices. The State may consider the Grantee's refusal to repay the requested advanced amount a substantial breach of this Grant Agreement subject to the default provisions in Paragraph 12, "Default Provisions." If the State notifies the Grantee of its decision to demand repayment or withhold the entire funding amount from the Grantee pursuant to this paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

11) WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 13, "Continuing Eligibility," the portion that has been disbursed shall thereafter be repaid immediately with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State. The State may consider the Grantee's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 12, "Default Provisions." If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

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

1. Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between the Grantee and the State evidencing or securing the Grantee's obligations;
2. Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement;
3. Failure to operate or maintain project in accordance with this Grant Agreement.
4. Failure to make any remittance required by this Grant Agreement.
5. Failure to comply with Labor Compliance Plan requirements.
6. Failure to submit timely progress reports.
7. Failure to routinely invoice the State.
8. Failure to meet any of the requirements set forth in Paragraph 13, "Continuing Eligibility."

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

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

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

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

1. An urban water supplier that receives grant funds pursuant to this Grant Agreement must maintain compliance with the Urban Water Management Planning Act (UWMP; Wat. Code, § 10610 et seq.) and Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.) by doing the following:
 - a. Have submitted their 2015 UWMP and had it deemed consistent by DWR. If the 2015 UWMP has not been submitted to DWR 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: <https://www.water.ca.gov/Programs/Water-Use-And-Efficiency/Urban-Water-Use-Efficiency/Urban-Water-Management-Plans>.
 - b. All urban water suppliers must submit documentation that demonstrates they are meeting the 2015 interim gallons per capita per day (GPCD) target. If not meeting the interim target, the Grantee must submit a schedule, financing plan, and budget for achieving the GPCD target, as required pursuant to Water Code Section 10608.24. Urban water suppliers that did not meet their 2015 interim GPCD target must also submit annual reports that include a schedule, financing plan, and budget for achieving the GPCD target by June 30 of each year.
2. An agricultural water supplier receiving grant funding must:
 - a. Comply with Sustainable Water Use and Demand Reduction requirements outlined in Water Code Section 10608, et seq. Submit to the State a schedule, financing plan, and budget for implementation of the efficient water management practices, required pursuant to Water Code Section 10608.48.
 - b. Have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR. To maintain eligibility and continue funding disbursements, an agricultural water supply must have their 2015 AWMP identified on the State's website. For more information, visit the following website: <https://www.water.ca.gov/Work-With-Us/Grants-And-Loans/Agriculture-Water-Use-Efficiency>.
3. The Grantee diverting surface water must maintain compliance with diversion reporting requirements as outlined in Part 5.1 of Division 2 of the Water Code.
4. If applicable, the Grantee must demonstrate compliance with the Groundwater Management Act set forth on pages 7 and 8 of the 2015 SGWP Grant Program Guidelines, dated October 2015.
5. Grantees 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 Section 10932 and the CASGEM Program.

14) PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS. The 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 Project(s). The 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. The Grantee shall provide copies of permits and approvals to the State.

- 15) RELATIONSHIP OF PARTIES. If applicable, the 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 the State is solely for the purpose of proper administration of funds by the State and shall not be deemed to relieve or restrict responsibilities of the Grantee under this Grant Agreement.
- 16) SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to the State. All reports shall be submitted to the State's Project Manager, and shall be submitted via Department of Water Resources (DWR) "Grant Review and Tracking System" (GRanTS). If requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F. The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State of a Project Completion Report is a requirement for the release of any funds retained for such project.
1. Progress Reports: The Grantee shall submit Progress Reports to meet the State's requirement for disbursement of funds. Progress Reports shall be uploaded via GRanTS, and the State's Project Manager notified of upload. Progress Reports shall, in part, provide a brief description of the work performed, Grantees activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Progress Report should be submitted to the State no later than four (4) months after the execution of the agreement, with future reports then due on successive three-month increments based on the invoicing schedule and this date.
 2. Groundwater Sustainability Plan: The Grantee shall submit a Final Groundwater Sustainability Plan (GSP) to DWR by the date as specified per the Sustainable Groundwater Management Act (SGMA). The GSP shall be formatted, drafted, prepared, and completed as required by the GSP Regulations, and in accordance with any other regulations or requirements that are stipulated through SGMA.
 3. Coordination Agreement: The Grantee shall provide the State a copy of the executed Coordination Agreement, and all supporting documentation. This condition is only required in basins where GSAs develop multiple GSPs pursuant to Water Code Section 10727(b)(3). Refer to the GSP Regulations for necessary details and requirements to prepare and submit a Coordination Agreement.
 4. Accountability Report: The Grantee shall prepare and submit to the State an Accountability Report on a quarterly basis if the Grantee received an Advanced Payment, consistent with the provisions in Paragraph 9, "Advanced Payment."
 5. Completion Report: The Grantee shall prepare and submit to the State a separate Completion Report for each project or component included in Exhibit A. The Grantee shall submit a Completion Report within ninety (90) calendar days of project/component completion. Each Completion Report 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 Completion Report shall also include, if applicable for Implementation Project(s), certification of final project by a registered civil engineer, consistent with Exhibit D. A "Certification of Project Completion" form will be provided by the State.
 6. Grant Completion Report: Upon completion of the Project included in Exhibit A, the Grantee shall submit to the State a Grant Completion Report. The Grant Completion Report shall be submitted within

ninety (90) calendar days of submitting the Completion Report for the final component or project to be completed under this Grant Agreement. The Grant Completion Report shall include reimbursement status, a brief description of each component completed, and how those components will further the goals of the GSP and sustainable groundwater. Retention for the last component, or project, to be completed as part of this Grant Agreement will not be disbursed until the Grant Completion Report is submitted to be approved by the State.

- 17) OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects (pertinent to Implementation Projects) and in consideration of the funding made by the State, the Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. The Grantee or their successors may, with the written approval of the State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal by the Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of the State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 12, "Default Provisions."
- 18) STATEWIDE MONITORING REQUIREMENTS. The Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Wat. Code, § 10780 et seq.) and, where applicable, projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board. See Exhibit G for web links and information regarding other State monitoring and data reporting requirements.
- 19) NOTIFICATION OF STATE. The Grantee shall promptly notify the State, in writing, of the following items:
1. Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
 2. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by the State's representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.
 3. Applicable to Implementation Projects only, Final inspection of the completed work on a project by a Registered Professional (Civil Engineer, Engineering Geologist, or other State approved certified/license Professional), in accordance with Exhibit D. The 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 the State the opportunity to participate in the inspection.
- 20) 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:
1. By delivery in person.

2. By certified U.S. mail, return receipt requested, postage prepaid.
3. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
4. By electronic means.
5. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U.S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the addresses listed below. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

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

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

Department of Water Resources

Arthur Hinojosa
Chief, Division of Integrated Regional Water Management
P.O. Box 942836
Sacramento, CA 94236-0001
Phone: (916) 653-4736
Email: Arthur.Hinojosa@water.ca.gov

Siskiyou County

Elizabeth Nielsen
1312 Fairlane Road
Yreka, CA 96097
Phone: (530) 842-8012
Email: enielsen@co.siskiyou.ca.us

Direct all inquiries to the Project Manager:

Department of Water Resources

Patricia Vellines
2440 Main Street
Red Bluff, CA 96080
Phone: (530)529-7344
Email: Patricia.Vellines@water.ca.gov

Siskiyou County

Terry Barber
1312 Fairlane Road
Yreka, CA 96097
Phone: (530) 842-8005
Email: tbarber@co.siskiyou.ca.us

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

23) 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 Accepting Funds

Exhibit F – Report Formats and Requirements

Exhibit G – Requirements for Data Submittal

Exhibit H – State Audit Document Requirements and Cost Share Guidelines for Grantees


Exhibit I – Local Project Sponsors (Not Used)

Exhibit J – Project Location

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

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

SISKIYOU COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT



Arthur Hinojosa, Chief
Division of Integrated Regional Water
Management

Ray A. Haupt, Chair
Flood Control and Water Conservation
District

Date 12/5/18

Date 10-30-18

Approved as to Legal Form and Sufficiency



Robin Brewer, Assistant Chief Counsel
Office of Chief Counsel

Date 11-28-18

ATTEST:
COLLEEN SETZER
County Clerk & Ex-Officio
Clerk of the Board

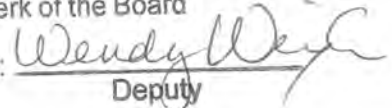
By: 
Deputy

EXHIBIT A WORK PLAN

Project Title: Scott, Shasta and Butte Valley Groundwater Basins GSP Development

Project Description: The primary goal is to complete the work necessary to develop GSPs for the Shasta River Valley, Scott Valley, and Butte Valley Groundwater Basins, and ensure sustainability into the future.

Component 1: Grant Administration

Prepare and submit required documents outlined in the grant award letter. Work with DWR staff to develop and execute the Grant Agreement. Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Progress Reports will include sufficient information for DWR program manager to understand and review backup documentation submitted with invoices. Quarterly invoices should accompany the Progress Reports and should be submitted to the DWR Project Manager for review to receive reimbursement on eligible funds per the Grant Agreement. Collect and organize backup documentation by task and prepare a summary document.

Prepare Draft Grant Completion Report and submit to DWR for Project Manager's comment and review no later than 90-days after work completion. Prepare Final Grant Completion Report addressing the Project Manager's comments. The report shall be prepared and presented in accordance with the provisions of Exhibit F.

Deliverables:

- Environmental Information Form
- Quarterly invoices and backup documentation
- Quarterly Progress Reports
- Final Grant Completion Report

Component 2: GSP Development for the Scott River Valley Groundwater Basin

Category (a): Stakeholder Outreach and Engagement

Provide public outreach and engagement through regular GSA meetings, special meetings, outreach letters and emails, and opportunities to provide comments through Scott Valley Groundwater Advisory Committee (Advisory Committee) meetings. Provide training for staff to attend seminars to become educated on GSP development and implementation. Organize and host meetings and events, distribute public notices and documents, create and maintain a SGMA website and social media page(s), provide SGMA updates at city meetings, irrigation/water GSA meetings, etc., and develop educational handouts for distribution. Outreach to and appoint Advisory Committee board, organize and host meetings, manage and administer activities of the Advisory Committee.

Deliverables:

- Link to District website/webpage
- Resolution outlining formation of Advisory Committee and list of appointed members
- Summary of all outreach and engagement activities included as an attachment in the quarterly Progress Report

Category (b): Planning Activities**Task 1: Data Collection, Development, and Management**

Compile and organize available data for GSP development, determine data gaps and collect additional necessary data to complete the GSP. Refine the existing Siskiyou County Well Program and perform a well audit. Transition the Siskiyou County CASGEM Program from Siskiyou County Environmental Health Division to the Department of Natural Resources for work associated with the Scott River Valley Groundwater Basin (Basin). Identify and determine how to address data gaps.

Deliverables:

- Document outlining CASGEM program
- Document outlining data gaps and needs

Task 2: Conceptual Model, Numerical Model Development, and Water Budget

Develop and document a conceptual model of the groundwater basin, develop an enhanced version and documentation of the Scott Valley Integrated Hydrologic Model, and develop the Scott Valley water budget. Prepare water budget for wet year, dry year, and average year scenarios, including seasonal water budgets for each.

Deliverables:

- Technical Memorandum on the updated model and results

Task 3: Sustainability Criteria Development

Develop the protocols for achieving and/or maintaining groundwater sustainability throughout the Basin by identifying potential undesirable results and determining how to meet sustainability criteria; identifying criteria that are being met and determining how to best sustain them over the long-term through implementation of the GSP; and establishing minimum thresholds and measurable objectives to achieve sustainability in the Basin.

Deliverables:

- Summary of findings

Task 4: Monitoring Programs, Protocols and Networks

Develop a groundwater monitoring program to assess conditions throughout the Basin and provide a centralized data and information management system. Develop a Basin-Wide Groundwater Sustainability Data Collection and Monitoring Plan (Plan), including discussion of:

- Groundwater monitoring network development;
- CASGEM program update to include reporting protocols (separate from Task 1 work);
- Monitoring database development;
- Monitoring annual report requirements and identification of monitoring entity; and
- Stream gauging program that includes current stream gauges and assesses the need for additional stream gauges for long term data collection

Deliverables:

- Monitoring Plan

Task 5: Groundwater Management Actions

Develop groundwater management programs and implement projects like the Scott Valley Recharge Pilot Study, in-lieu recharge, and Beaver Dam Analogues, to assist in-groundwater recharge development and study beneficial impacts to the Scott River when additional flows are needed during certain times of the year. Develop future groundwater modeling scenarios (from which proposed water budgets will be prepared) which may include DWR climate change scenarios and groundwater replenishment projects. Expand the existing

Groundwater Level Monitoring Program and stream discharge and temperature monitoring building on work from Task 1.

Deliverables:

- Summary of findings

Category (c): GSP Preparation

Develop a comprehensive GSP for the Basin based on the results from Category (b) tasks that meets the SGMA requirements and DWR regulations.

Deliverables:

- Proof of submittal of Final Scott River Valley GSP to DWR

Component 3: GSP Development for the Shasta Valley Groundwater Basin

Category (a): Stakeholder Outreach and Engagement

Provide public outreach and engagement through regular GSA meetings, special meetings, outreach letters and emails, and opportunities to provide comments through Scott Valley Groundwater Advisory Committee (Advisory Committee) meetings. Provide training for staff to attend seminars to become educated on GSP development and implementation. Organize and host meetings and events, distribute public notices and documents, create and maintain a SGMA website and social media page(s), provide SGMA updates at city meetings, irrigation/water GSA meetings, etc., and develop educational handouts for distribution. Outreach to and appoint Advisory Committee board, organize and host meetings, manage and administer activities of the Advisory Committee.

Deliverables:

- Link to District website/webpage
- Resolution outlining formation of Advisory Committee and list of appointed members
- Summary of all outreach and engagement activities included as an attachment in the quarterly Progress Report

Category (b): Planning Activities

Task 1: Data Collection, Development, and Management

Compile and organize available data for GSP development, determine data gaps and collect additional necessary data to complete the GSP. Refine the existing Siskiyou County Well program and perform well audit. Transition the Siskiyou County CASGEM Program from Siskiyou County Environmental Health Division to the Department of Natural Resources for work associated with the Shasta Valley Groundwater Basin (Basin). Identify and determine how to address data gaps.

Deliverables:

- Document outlining CASGEM program
- Document outlining data gaps and needs

Task 2: Conceptual Model, Numerical Model Development, and Water Budget

Develop and document a conceptual model of the groundwater basin, develop the Shasta Valley Hydrologic Numerical Model including recharge areas, and develop the Shasta Valley water budget for wet year, dry year, and average year scenarios, including seasonal water budgets for each.

Deliverables:

- Technical Memorandum on the updated model and results

Task 3: Sustainability Criteria Development

Develop the protocols for achieving and/or maintaining groundwater sustainability throughout the Basin by identifying potential undesirable results and determining how to meet sustainability criteria; identifying criteria that are being met and determining how to best sustain these over the long-term through implementation of the GSP; and establishing minimum thresholds and measurable objectives to achieve sustainability in the Basin.

Deliverables:

- Summary of findings

Task 4: Monitoring Programs, Protocols and Networks

Develop a groundwater monitoring program to assess conditions throughout the Basin and provide a centralized data and information management system. Develop Basin-Wide Groundwater Sustainability Data Collection and Monitoring Plan (Plan), including discussion of:

- Groundwater monitoring network development;
- CASGEM program update to include reporting protocols;
- Monitoring database development;
- Monitoring annual report requirements and identification of monitoring entity; and
- Stream gauging program that includes current stream gages and assesses the need for additional stream gauges.

Deliverables:

- Monitoring Plan

Task 5: Groundwater Management Actions: Development, Assessment, and Implementation

Develop groundwater management programs and implement projects like the Scott Valley Recharge Pilot Study, in-lieu recharge, and Beaver Dam Analogues, to assist in-groundwater recharge development and study beneficial impacts to the Scott River, when additional flows are needed during certain times of the year. Develop future groundwater modeling scenarios (from which proposed water budgets will be prepared) which may include DWR climate change scenarios and groundwater replenishment projects. Expand the existing Groundwater Level Monitoring Program and stream discharge and temperature monitoring building on work from Task 1.

Deliverables:

- Summary of findings

Category (c): GSP Preparation

Develop a comprehensive GSP for the Basin based on the results from Category (b) tasks that meets the SGMA requirements and DWR regulations.

Deliverables:

- Proof of submittal of Final Shasta Valley GSP to DWR

Component 4. GSP Development for the Butte Valley Groundwater Basin

Category (a): Stakeholder Outreach and Engagement

Provide public outreach and engagement through regular GSA meetings, special meetings, outreach letters and emails, and opportunities to provide comments through Scott Valley Groundwater Advisory Committee (Advisory Committee) meetings. Provide training for staff to attend seminars to become educated on GSP development and implementation. Organize and host meetings and events, distribute public notices and documents, create and maintain a SGMA website and social media page(s), provide SGMA updates at city meetings, irrigation/water GSA meetings, etc., and develop educational handouts for distribution. Outreach to and appoint Advisory Committee board, organize and host meetings, manage and administer activities of the Advisory Committee.

Deliverables:

- Link to District website/webpage
- Resolution outlining formation of Advisory Committee and list of appointed members
- Summary of all outreach and engagement activities included as an attachment in the quarterly Progress Report

Category (b): Planning Activities

Task 1: Data Collection, Development and Management, and SGMA Education

Compile and organize available data for GSP development, determine data gaps and collect additional necessary data to complete the plan. Refine the existing Siskiyou County Well Program and perform a well audit. Transition the Siskiyou County CASGEM Program from Siskiyou County Environmental Health Division to the Department of Natural Resources for work associated with the Butte Valley Groundwater Basin (Basin). Identify and determine how to address data gaps.

Deliverables:

- Document outlining CASGEM program
- Document outlining data gaps and needs

Task 2: Document Groundwater and Surface Water Conditions and Develop Water Budget

Document current and historic groundwater and streamflow conditions and prepare a water budget incorporating climate, streamflow, land use, soil properties, and hydrogeologic data collected in other Tasks.

Deliverables:

- Summary of findings

Task 3: Sustainability Criteria Development

Develop the protocols for achieving and/or maintaining groundwater sustainability throughout the Basin by identifying potential undesirable results and determine how to meet sustainability criteria; identifying criteria that are being met and determine how to best sustain these over the long-term through implementation of the GSP, and establishing minimum thresholds and measurable objectives to achieve sustainability in the Basin.

Deliverables:

- Summary of findings

Task 4: Monitoring Programs, Protocols and Networks

Develop a groundwater monitoring program to assess conditions throughout the Basin and provide a centralized data and information management system. Develop Basin-Wide Groundwater Sustainability Data Collection and Monitoring Plan (Plan), including discussion of:

- Groundwater monitoring network development;
- CASGEM program update to include reporting protocols;

- Monitoring database development;
- Monitoring annual report requirements and identification of monitoring entity; and
- Stream gauging program that includes current stream gages and assesses the need for additional stream gauges

Deliverables:

- Plan to be included in GSP

Task 5: Groundwater Management Actions: Development, Assessment, and Implementation

Develop groundwater management programs by implementing projects like the Scott Valley Recharge Pilot Study, in-lieu recharge, and Beaver Dam Analogues, to assist in-groundwater recharge development and study beneficial impacts to the Scott River when additional flows are needed during certain times of the year.

Develop future groundwater modeling scenarios (from which proposed water budgets will be prepared) which may include DWR climate change scenarios and groundwater replenishment projects. Expand the existing Groundwater Level Monitoring Program and stream discharge and temperature monitoring building on work from Task 1.

Deliverables:

- Summary of findings

Category (c): GSP Preparation

Develop a comprehensive GSP for the Basin based on the results from Category (b) tasks that meets the SGMA requirements and DWR regulations.

Deliverables:

- Proof of submittal of Final Butte Valley GSP to DWR

EXHIBIT B BUDGET

Project Name: Scott, Shasta, and Butte Valley Groundwater Basins GSP Development					
COMPONENTS		Grant Amount	Required Cost Share (non-state source)*	Other Cost Share**	Total Cost
1	Grant Administration	\$15,600	\$0	\$36,000	\$51,600
2	GSP Development for the Scott Valley Groundwater Basin	\$359,800	\$0	\$65,000	\$424,800
3	GSP Development for the Shasta Valley Groundwater Basin	\$688,300	\$0	\$75,500	\$763,800
4	GSP Development for the Butte Valley Groundwater Basin	\$303,300	\$0	\$70,500	\$373,800
TOTAL Project		\$1,367,000	\$0	\$247,000	\$1,614,000

NOTES:

*The Grantee received a 100% Required Cost Share waiver.

**Other Cost Share is an estimation on the part of the grantee and is used only to estimate the Total Cost for each category and the entire project. The Other Cost Share is not tracked by DWR as part of the invoicing and reporting procedures.

Component 1 – Budget					
Component 1: Grant Administration					
Budget Category		Grant Amount	Required Cost Share (non-state source)	Other Cost Share	Total Cost
(a)	Grant Administration	\$15,600	\$0	\$36,000	\$51,600
TOTAL COSTS		\$15,600	\$0	\$36,000	\$51,600

Component 2 – Budget					
Component 2: GSP Development for the Scott Valley Groundwater Basin					
Budget Category		Grant Amount	Required Cost Share (non-state source)	Other Cost Share	Total Cost
(a)	Stakeholder Outreach and Engagement	\$9,000	\$0	\$16,000	\$25,000
(b)	Planning Activities	\$340,800	\$0	\$49,000	\$389,800
(c)	GSP Preparation	\$10,000	\$0	\$0	\$10,000
TOTAL COSTS		\$359,800	\$0	\$65,000	\$424,800

Component 3 – Budget					
Component 3: GSP Development for the Shasta Valley Groundwater Basin					
Budget Category		Grant Amount	Required Cost Share (non-state source)	Other Cost Share	Total Cost
(a)	Stakeholder Outreach and Engagement	\$9,000	\$0	\$16,000	\$25,000
(b)	Planning Activities	\$669,300	\$0	\$59,500	\$728,800
(c)	GSP Preparation	\$10,000	\$0	\$0	\$10,000
TOTAL COSTS		\$688,300	\$0	\$75,500	\$763,800

Component 4 – Budget					
Component 4: GSP Development for the Butte Valley Groundwater Basin					
Budget Category		Grant Amount	Required Cost Share (non-state source)	Other Cost Share	Total Cost
(a)	Stakeholder Outreach and Engagement	\$9,000	\$0	\$16,000	\$25,000
(b)	Planning Activities	\$284,300	\$0	\$54,500	\$338,800
(c)	GSP Preparation	\$10,000	\$0	\$0	\$10,000
TOTAL COSTS		\$303,300	\$0	\$70,500	\$373,800

EXHIBIT C SCHEDULE

Project Schedule			
Project Title: Scott, Shasta, and Butte Valley Groundwater Basins GSP's Development			
Categories		Start Date	End Date
Component 1: Grant Administration		06/2016	01/2022
(a)	Grant Administration	7/2018	03/2022
Component 2: GSP Development for the Scott Valley Groundwater Basin		06/2016	01/2022
(a)	Stakeholder Outreach and Engagement	06/2016	01/2022
(b)	Planning Activities	06/2016	01/2022
(c)	GSP Preparation	06/2016	01/2022
Component 3: GSP Development for the Shasta Valley Groundwater Basin		06/2016	01/2022
(a)	Stakeholder Outreach and Engagement	06/2016	01/2022
(b)	Planning Activities	06/2016	01/2022
(c)	GSP Preparation	06/2016	01/2022
Component 4: GSP Development for the Butte Valley Groundwater Basin		06/2016	01/2022
(a)	Stakeholder Outreach and Engagement	06/2016	01/2022
(b)	Planning Activities	06/2016	01/2022
(c)	GSP Preparation	06/2016	01/2022

EXHIBIT D
STANDARD CONDITIONS

D.1) ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:

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

D.2) ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: The Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Grant Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 and through an agreement with the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

D.3) AMENDMENT: This Grant Agreement may be amended 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. The State shall have no obligation to agree to an amendment.

D.4) AMERICANS WITH DISABILITIES ACT: By signing this Grant Agreement, the Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

D.5) AUDITS: The State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of the Project, with the costs of such audit borne by the State. After completion of the Project, the State may require the Grantee to conduct a final audit to the State's specifications, at the Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by the Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and the State may elect to pursue any remedies provided in Paragraph 12 or take any other action it deems necessary to protect its interests.

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

be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement. If an audit reveals any impropriety, the Bureau of State Audits or the State Controller's Office may conduct a full audit of any or all of the Funding Recipient's activities. (Wat. Code, § 79708, subd. (b).)

- D.6) **BUDGET CONTINGENCY:** If the Budget Act of the current year covered under this Grant Agreement does not appropriate sufficient funds for this program, this Grant Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the State to make any payments under this Grant Agreement. In this event, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement and the Grantee shall not be obligated to perform any provisions of this Grant Agreement. Nothing in this Grant Agreement shall be construed to provide the Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Grant Agreement with no liability occurring to the State, or offer a Grant Agreement amendment to the Grantee to reflect the reduced amount.
- D.7) **CEQA:** Activities funded under this Grant Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Grant Agreement shall not proceed until documents that satisfy the CEQA process are received by the State's Project Manager and the State has completed its CEQA compliance. Work funded under the Grant Agreement subject to a CEQA document shall not proceed until and unless approved by the State Project Manager. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once the State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 12.
- D.8) **CHILD SUPPORT COMPLIANCE ACT:** The Grantee acknowledges in accordance with Public Contract Code Section 7110, that:
- a) The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code Section 5200 et seq.; and
 - b) The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.9) **CLAIMS DISPUTE:** Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. The State and the Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
- D.10) **COMPETITIVE BIDDING AND PROCUREMENTS:** The Grantee shall comply with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations in the Grantee's contracts with other entities for acquisition of goods and services and construction of public works with funds provided by the State under this Grant Agreement.
- D.11) **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.12) **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 Section 1090 and Public Contract Code Sections 10410 and 10411, for State conflict of interest requirements.
- a) **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
 - b) **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
 - c) **Employees of the Grantee:** Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
 - d) **Employees and Consultants to the Grantee:** Individuals working on behalf of the Grantee may be required by DWR to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.13) **DELIVERY OF INFORMATION, REPORTS, AND DATA:** The Grantee agrees to expeditiously provide throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by the State.
- D.14) **DISPOSITION OF EQUIPMENT:** The Grantee shall provide to the State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by the State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory the State shall provide the Grantee with a list of the items on the inventory that the State will take title to. All other items shall become the property of the Grantee. The State shall arrange for delivery from the Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by the State.
- D.15) **DRUG-FREE WORKPLACE CERTIFICATION:** Certification of Compliance: By signing this Grant Agreement, the Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:
- a) Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code Section 8355.
 - b) Establish a Drug-Free Awareness Program, as required by Government Code Section 8355 to inform employees, contractors, or subcontractors about all of the following:

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

D.16) **EASEMENTS:** Where the Grantee acquires property in fee title or funds improvements to real property already owned in fee by the Grantee using State funds provided through this Grant Agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.

Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.

Failure to provide an easement acceptable to the State can result in termination of this Agreement.

D.17) **FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL:** Upon completion of the Project, the Grantee shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist, that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement.

D.18) **GRANTEE'S RESPONSIBILITY.** The Grantee and its representatives shall:

- a) Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A and in accordance with Project Exhibit B and Exhibit C.
- b) Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
- c) Comply with all applicable California, federal, and local laws and regulations.
- d) Implement the Project in accordance with applicable provisions of the law.
- e) Fulfill its obligations under the Grant Agreement and be responsible for the performance of the Project.
- f) Obtain any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. The Grantee shall provide copies of permits and approvals to the State.
- g) Be solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by the State is solely for the purpose of proper administration of funds by the State and shall not be deemed to relieve or restrict responsibilities of the Grantee under this Agreement.

- h) Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Grant Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
- D.19) **GOVERNING LAW:** This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.20) **INCOME RESTRICTIONS:** The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement.
- D.21) **INDEMNIFICATION:** The Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of this Project and any breach of this Agreement. The Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- D.22) **INDEPENDENT CAPACITY:** The Grantee, and the agents and employees of the 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.23) **INSPECTION OF BOOKS, RECORDS, AND REPORTS:** During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by the Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and the State may withhold disbursements to the Grantee or take any other action it deems necessary to protect its interests.
- D.24) **INSPECTIONS OF PROJECT BY STATE:** The State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any subcontracts, and the Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with the State.
- D.25) **LABOR CODE COMPLIANCE:** The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Grantee affirms that it is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.
- D.26) **MODIFICATION OF OVERALL WORK PLAN:** At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibit A which concern the budget and schedule without formally amending this Grant Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the

amount of the State Grant Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Grant Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.

- D.27) NONDISCRIMINATION: During the performance of this Grant Agreement, the Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, 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. The Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing the California Fair Employment and Housing Act are incorporated into this Agreement by reference. The Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.

- D.28) OPINIONS AND DETERMINATIONS: Where the terms of this Grant Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.29) 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 Section 11200 in accordance with Public Contract Code Section 10353.
- D.30) 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 Project, or with the Grantee's service of water, without prior permission of the State. The 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 the Grantee to meet its obligations under this Grant Agreement, without prior written permission of the State. The State may require that the proceeds from the disposition of any real or personal property be remitted to the State.
- D.31) 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.32) RETENTION: The State shall withhold ten percent (10%) of the funds requested by the Grantee for reimbursement of Eligible Project Costs until the Project is completed and Final Project Completion Report is approved. Any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest, upon completion of the Project.
- D.33) RIGHTS IN DATA: The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov.

Code, § 6250 et seq.) The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to the State for financial support. The Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.

- D.34) 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.35) SUSPENSION OF PAYMENTS: This Grant Agreement may be subject to suspension of payments or termination, or both if the State determines that:
- a) The Grantee, its contractors, or subcontractors have made a false certification, or
 - b) The Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant Agreement.
- D.36) SUCCESSORS AND ASSIGNS: This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as the State may impose.
- D.37) TERMINATION BY GRANTEE: Subject to State approval which may be reasonably withheld, the Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, the Grantee must provide a reason(s) for termination. The Grantee must submit all progress reports summarizing accomplishments up until termination date.
- D.38) TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 12, the State may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 12.
- D.39) TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.40) THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.41) TIMELINESS: Time is of the essence in this Grant Agreement.
- D.42) TRAVEL – DAC, EDA, or SDAC PROJECT/COMPONENT: If a Project/Component obtains a DAC, EDA, or SDAC Cost Share Waiver, the Grantee may submit travel and per diem costs for eligible reimbursement with State funds. Travel includes the reasonable and necessary costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Grant Agreement. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State. All travel approved expenses will be reimbursed at the percentage rate of the DAC, EDA, or SDAC Cost Share Waiver. For example, if the Grantee obtains a 100% Waiver, 100% of all approved travel expenses can be invoiced for reimbursement. If the Grantee obtains a 50% Waiver, only 50% of eligible travel expenses will be reimbursed by these grant funds.

- D.43) TRAVEL – NON-DAC, EDA, or SDAC PROJECT/COMPONENT: The Grantee agrees that travel and per diem costs shall NOT be eligible for reimbursement with State funds, unless the Grantee's service area is considered a DAC, EDA, or SDAC. The Grantee also agrees that travel and per diem costs shall NOT be eligible for computing Grantee Local Cost Share. Travel includes the costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Grant Agreement.
- D.44) UNION ORGANIZING: The Grantee, by signing this Grant Agreement, hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this Grant Agreement. Furthermore, the Grantee, by signing this Grant Agreement, hereby certifies that:
- a) No State funds disbursed by this Grant Agreement will be used to assist, promote, or deter union organizing.
 - b) The Grantee shall account for State funds disbursed for a specific expenditure by this Grant Agreement to show those funds were allocated to that expenditure.
 - c) The Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
 - d) If the Grantee makes expenditures to assist, promote, or deter union organizing, the Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that the Grantee shall provide those records to the Attorney General upon request.
- D.45) VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.46) 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.

EXHIBIT E
AUTHORIZING RESOLUTION ACCEPTING FUNDS

RESOLUTION NO. FUD 17-03

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SISKIYOU COUNTY
FLOOD CONTROL AND WATER CONSERVATION DISTRICT APPROVING
APPLICATION FOR A 2017 SUSTAINABLE GROUNDWATER PLANNING GRANT
FOR FUNDING OF DEVELOPMENT OF GROUNDWATER SUSTAINABILITY PLANS
FOR THE SHASTA VALLEY, SCOTT VALLEY, AND BUTTE VALLEY
GROUNDWATER BASINS**

WHEREAS, Groundwater resources are essential to the people, environmental, plant and animal species, and economics of Siskiyou County, and;

WHEREAS, in September of 2014, the Governor of the State of California signed legislation requiring that groundwater resources throughout California be managed by local agencies through the Sustainable Groundwater Management Act (SGMA), and;

WHEREAS, SGMA authorizes local agencies to manage groundwater in a sustainable fashion, and;

WHEREAS, SGMA requires all high- and medium-priority groundwater basins, as designated by the California Department of Water Resources (DWR), to be managed by a Groundwater Sustainability Agency (GSA), and;

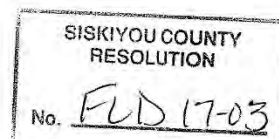
WHEREAS, in April of 2017, the Siskiyou County Flood Control and Water Conservation District (District) submitted their intent to the Department of Water Resources to serve as the GSA for the Shasta, Scott and Butte Valley Groundwater Basins (Basins), and;

WHEREAS, in July 2017, the District was approved as the GSA for the Basins by the Department of Water Resources (DWR), and;

WHEREAS, in September 2017, the DWR announced a grant funding opportunity under the 2017 Sustainable Groundwater Planning Grant Program pursuant to the Water Quality, Supply, and Infrastructure Improvement Act of 2014, for which the District would like to apply; and

WHEREAS, the Program requires that an applicant acting as the sole GSA over multiple basins submit one consolidated application.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Siskiyou County Flood Control and Water Conservation District that a consolidated application be made to the California Department of Water Resources to obtain a grant under the 2017 Sustainable Groundwater Planning Grant Program pursuant to the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1), and to enter into an



agreement to receive a grant for development of the Groundwater Sustainability Plans for the Shasta Valley, Scott Valley, and Butte Valley Groundwater Basins.

BE IT FURTHER RESOLVED that Terry Barber, CAO, or her designee, is hereby authorized and directed to file such application, and execute a grant agreement with the California Department of Water Resources.


PASSED AND ADOPTED by the Board of Directors of the Flood Control and Water Conservation District at a regular meeting of said Board, held on the 7th day of November, 2017, by the following vote:

AYES: Directors Criss, Haupt, Valenzuela, Nixon and Kobseff
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE



Michael N. Kobseff, Chair
Board of Directors

ATTEST:
COLLEEN SETZER,
COUNTY CLERK

By 
Deputy



COUNTY OF SISKIYOU

COUNTY ADMINISTRATIVE OFFICE

Terry Barber, County Administrator
P.O. Box 750 • 1312 Fairlane Rd, Yreka, CA 96097
Phone: (530) 842-8005, Fax Number: (530) 842-8013
www.co.siskiyou.ca.us

November 27, 2018

Kelley L. List
Senior Engineering Geologist
California Department of Water Resources
901 P Street, 2nd Floor
SACRAMENTO, ca 94236-0001

Re: Grant Agreement 4600012838

Dear Ms. List:

This letter is informing you that at their October 30th meeting the Siskiyou County Flood Control and Water Conservation District authorized Director Haupt to sign the grant agreement between the District and the Department of Water Resources. Chair Haupt signed the agreement on my behalf as the acting Director of the District which serves as the Groundwater Sustainability Agency for the Shasta, Scott and Butte Valley Groundwater Basins. I recognize that this letter will be included as part of the grant agreement and will therefore require that the page numbers after 31 be edited in the grant.

Thank you,

A handwritten signature in cursive script that reads 'Terry Barber'.

Terry Barber
County Administrator

EXHIBIT F

REPORT FORMATS AND REQUIREMENTS

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

PROGRESS REPORTS

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information. For the Project, or each component, discuss the following at the task level, as organized in Exhibit A:

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

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

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

COMPLETION REPORT

The Completion Report shall generally use the following format provided below for each Component or Project after completion.

Executive Summary

The Executive Summary should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original Grant application.
- 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:

- A copy of the Groundwater Sustainability Plan (GSP) that meets all the requirements of the GSP Regulations (for GSP Development Projects), or verification (e.g., acceptance email, or other approved documentation from SGMA), that the GSP was submitted to DWR as required.
- A copy of any final technical report or study, produced for or utilized in this Project as described in the Work Plan
- Electronic copies of any data collected, not previously submitted
- Discussion of problems that occurred during the work and how those problems were resolved
- Final Component schedule showing actual progress versus planned progress

Additional information that may be applicable for Implementation Projects and/or Components includes the following:

- As-built drawings
- Final geodetic survey information
- Project or Component photos

Cost & Disposition of Funds

A list showing:

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

Additional Information

- Benefits derived from the Component, with quantification of such benefits provided, applicable for Implementation Components.
- 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 SGWP Grant Program funded by this Grant Agreement, and includes the following:

Executive Summary

The Executive Summary consists of a maximum of ten (10) pages summarizing information for the grant as well as the individual components.

Reports and/or products

- Brief comparison of work proposed in the original 2017 SGWP Grant application and actual work done.
- Brief description of the Project or components completed and how they achieve either or both of the following:
 - Serve SDAC(s) and support groundwater sustainability planning and management in the basin (Implementation Projects); and/or
 - Support planning, development, and/or preparation of GSP(s) that will comply with and meet the requirements of the GSP Regulations (GSP Development Projects).
- Identify remaining work and mechanism for their implementation (Implementation Projects).
- If applicable (e.g., if a DAC, EDA, or SDAC Cost Share Waiver was approved), a discussion of the benefits to DAC, EDA, and/or SDAC as part of this Grant Agreement.

Cost & Disposition of Funds Information

- A summary of final funds disbursement for the Project, or each component.

Additional Information

- Summary of the submittal schedule for the Post Performance Reports applicable for the Project, or each of the components in this Grant Agreement.

EXHIBIT G

REQUIREMENTS FOR DATA SUBMITTAL

Surface and Groundwater Quality Data:

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

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/water_issues/programs/gama/. If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at: http://www.swrcb.ca.gov/water_issues/programs/gama/contact.shtml

Groundwater Level Data

The 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. The 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 F. Information regarding the CASGEM program can be found at: <http://www.water.ca.gov/Programs/Groundwater-Management/Groundwater-Elevation-Monitoring--CASGEM>

EXHIBIT H

STATE AUDIT DOCUMENT REQUIREMENTS AND COST SHARE GUIDELINES FOR GRANTEES

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

State Audit Document Requirements

Internal Controls

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

State Funding:

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

Contracts:

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

Invoices:

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

Cash Documents:

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

Accounting Records:

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

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

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

Project Files:

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

Cost Share Guidelines

Cost Share consists of non-State funds, including in-kind services. In-kind services are defined as work performed (i.e., dollar value of non-cash contributions) by the Grantee (and potentially other parties) directly related to the execution of the funded project. Examples include volunteer services, equipment use, and use of facilities. The cost of in-kind service can be counted as cost share in-lieu of actual funds (or revenue) provided by the Grantee. Other cost share and in-kind service eligibility conditions may apply. Provided below is guidance for documenting cost share with and without in-kind services.

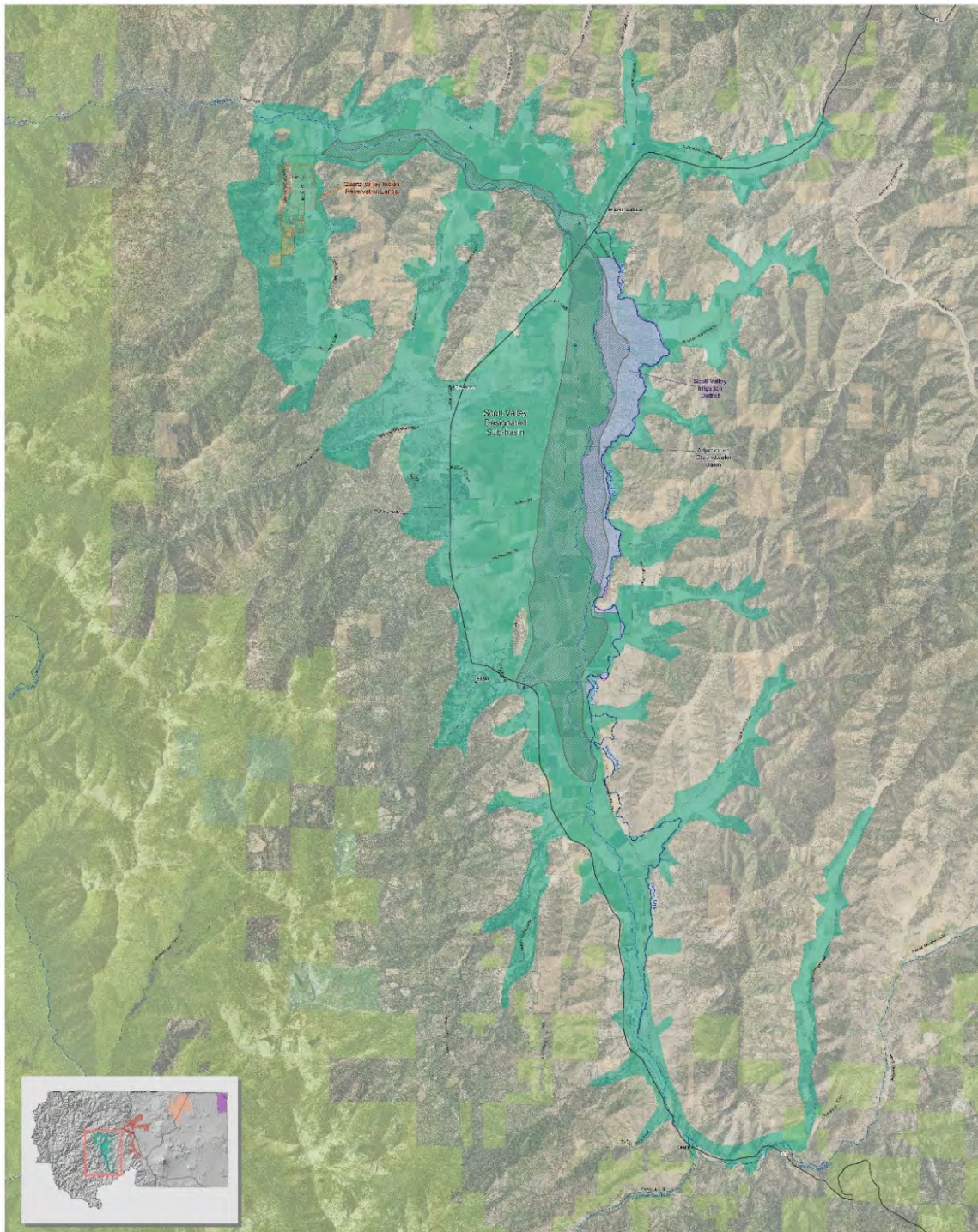
1. Although tracked separately, in-kind services shall be documented and, to the extent feasible, supported by the same methods used by the Grantee for its own employees. Such documentation should include the following:
 - a. Detailed description of the contributed item(s) or service(s)
 - b. Purpose for which the contribution was made (tied to project work plan)
 - c. Name of contributing organization and date of contribution
 - d. Real or approximate value of contribution. Who valued the contribution and how was the value determined? (e.g., actual, appraisal, fair market value, etc.). Justification of rate. (See item #2, below)
 - e. Person's name and the function of the contributing person
 - f. Number of hours contributed
 - g. If multiple sources exist, these should be summarized on a table with summed charges
 - h. Source of contribution if 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. Cost Share contribution (including in kind services) shall be for costs and services directly attributed to activities included in the Grant Agreement. 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 project funded by the Grant Agreement.

4. Cash contributions made to a project shall be documented as revenue and in-kind services as expenditure. These costs should be tracked separately in the Grantee's accounting system.

EXHIBIT I

LOCAL PROJECT SPONSORS (NOT USED)



Scott Valley Designated Groundwater Basin

Groundwater Basin Prioritization Under the Sustainable Groundwater Management Act

This is an overview of the Scott Valley designated groundwater basin as granted as a medium-priority basin by the California Department of Water Resources. Currently, it has high potential to be a future designated basin that is subject to the requirements of the Sustainable Groundwater Management Act.

Disclaimer:
This map was prepared by the California Department of Water Resources. The map is not intended to be used as a legal document. It is not intended to be used as a legal document. It is not intended to be used as a legal document. It is not intended to be used as a legal document.



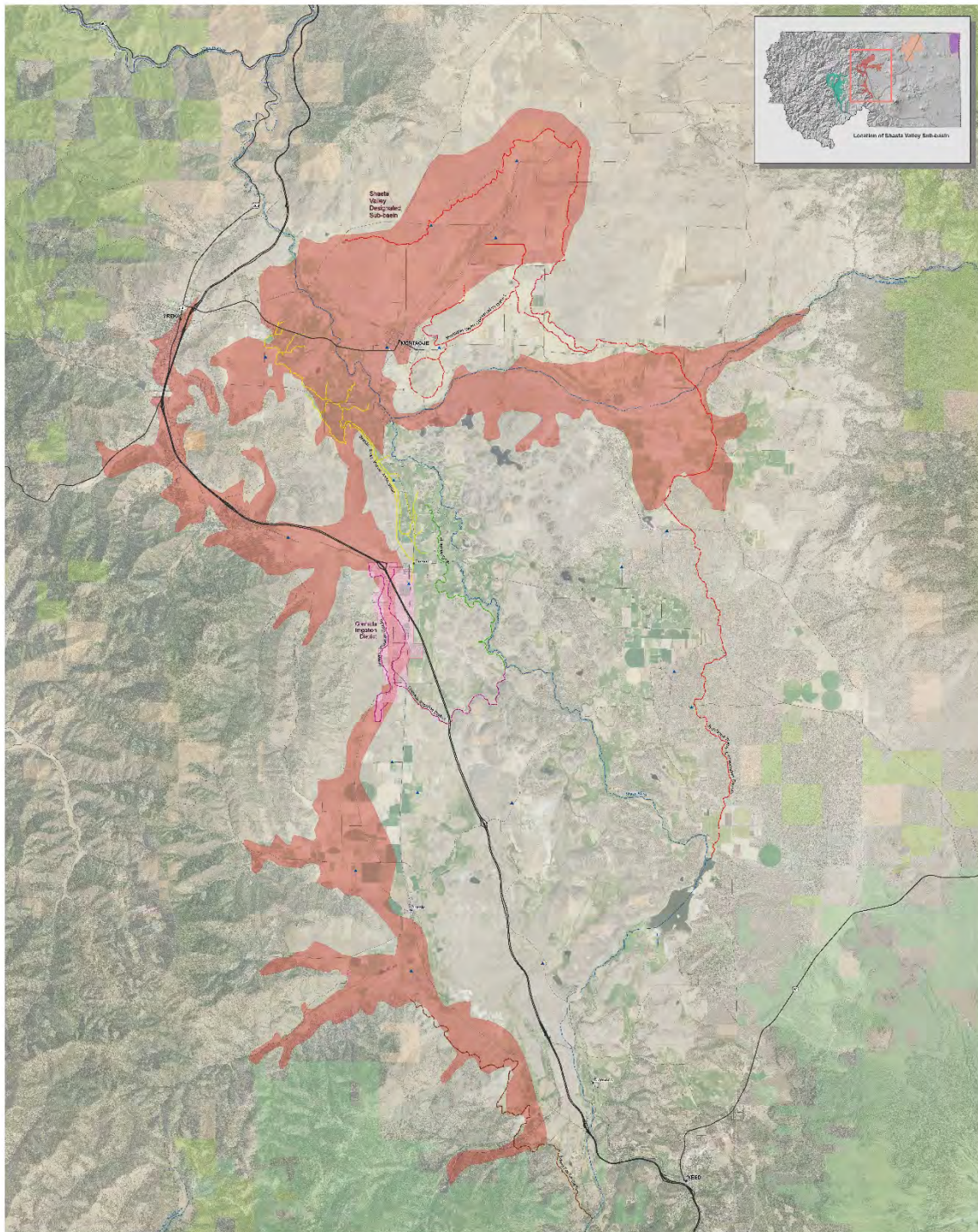
Map Created by the State
California Department of Water Resources
Date: 12/15/2015

Map Prepared by the State
California Department of Water Resources
Date: 12/15/2015

SCALE 1:35,000



Other	CA Dept Water Resources Modified Waters	Irrigation Districts and Districts	Federal Lands
<ul style="list-style-type: none"> INCORPORATED CITIES State POPULATION Counties Major Rivers Land Parcels 	<ul style="list-style-type: none"> CA Dept Water Resources Modified Waters CA Dept Water Resources Modified Waters CA Dept Water Resources Modified Waters CA Dept Water Resources Modified Waters CA Dept Water Resources Modified Waters 	<ul style="list-style-type: none"> Scott Valley Irrigation District Scott Valley Irrigation District Scott Valley Irrigation District Scott Valley Irrigation District Scott Valley Irrigation District 	<ul style="list-style-type: none"> US Forest Land Management US Forest Land Management US Forest Land Management US Forest Land Management US Forest Land Management



Shasta Valley Designated Groundwater Basin

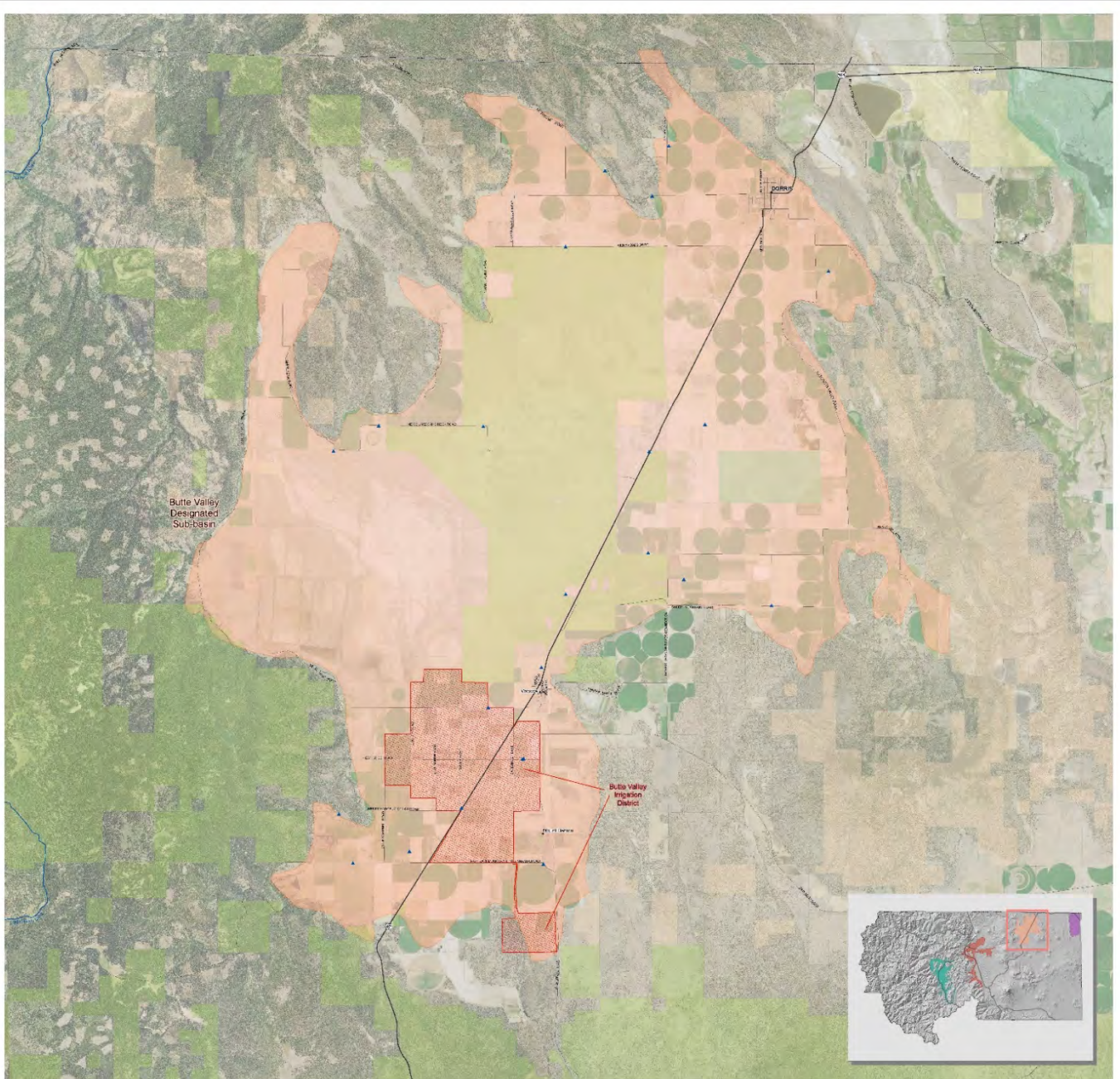
Groundwater Basin Prioritization Under the Sustainable Groundwater Management Act

This is an overview of the Shasta Valley groundwater basin designated as a high-priority basin by the California Department of Water Resources (CDWR). This map details those portions of the Shasta Valley groundwater basin that are subject to the requirements of the Sustainable Groundwater Management Act.

Disclaimer:
This map was prepared for informational purposes only. It is not intended to constitute an offer of insurance or any other financial product. The map is not intended to be used as a basis for any investment decision. The map is not intended to be used as a basis for any investment decision. The map is not intended to be used as a basis for any investment decision.



Cities Incorporated Cities	CA Dept Water Resources Standard Wells Shasta Valley Graciele	Irrigation Districts and Districts Graciele Irrigation District Graciele	Federal Lands US Bureau of Land Management US Fish and Wildlife Service USFS Klamath National Forest USFS Shasta National Forest
Roads Major Roads	CASPER Groundwater Basin Prioritization High Priority Medium Priority Low Priority	Major Rivers Shasta River Graciele River	
Land Parcels	TABAs	Other California State Lands Graciele Irrigation District	



Butte Valley Designated Groundwater Basin

Groundwater Basin Prioritization Under the Sustainable Groundwater Management Act

This is an overview of the Butte Valley groundwater basin designated as a medium-priority basin by the California Department of Water Resources (CDWR). This map details those portions of the Butte Valley groundwater basin that are subject to the requirements of the Sustainable Groundwater Management Act.

Disclaimer
This map was prepared for informational purposes only. Lines, roads, geographical features and other information shown on this map are compiled from many different sources and may not be, necessarily, correct or accurate. No liability for the accuracy of the data shown on this map is assumed.

This map was created by Esri/Mapbox, CountyNet and Reclamation. The basins, designated from the State of California Department of Water Resources and other county and federal sources. This map was designed as a reference to give approximate locations of groundwater monitoring basins and wells in Stanislaus County.



Map Created by Holly Ryan
Stanislaus County Agricultural Department
November 2018
Map Reviewed by Elizabeth Nixson
Stanislaus County Natural Resources Department

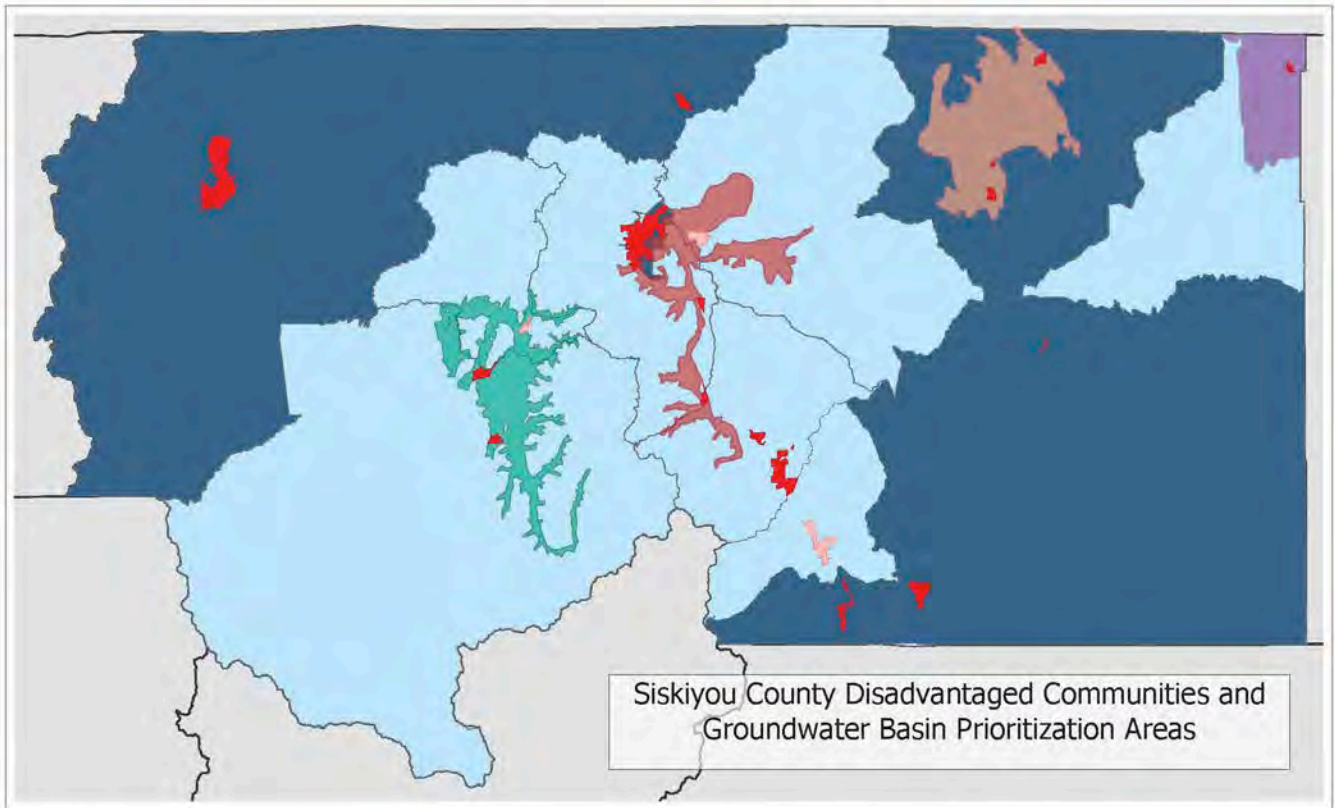


SCALE 1:35,000



Color Base Elevation: NAD 83 Elevation: 100 Feet
Projection: UTM
Units: Meter
Datum: North American Datum 1983

Cities	CA Dept Water Resources Monitored Wells	Butte Valley Irrigation District	Federal Lands
<ul style="list-style-type: none"> Incorporated Cities Towns 	<ul style="list-style-type: none"> Butte Valley Scott Valley Steens Valley Tulelake 	<ul style="list-style-type: none"> Butte Valley Irrigation District 	<ul style="list-style-type: none"> US Bureau of Land Management US Bureau of Reclamation US Fish and Wildlife Service USFS Klamath National Forest USFS Shasta-Trinity National Forest



Map created by Holly Baun, 2017
Credits Paul Shipman, Tanya Meeth



Description Map for evaluating Disadvantaged Communities (DAC) status throughout the state using US Census American Community Survey (ACS) Data (2010-2014).

Scale 1:1,025,000

Disadvantaged Community Places

- Severely Disadvantaged Community
- Disadvantaged Community

Disadvantaged Community Tracts

- Severely Disadvantaged Community
- Disadvantaged Community

CASGEM Basins

- Butte Valley
- Scott Valley
- Shasta Valley
- Tulelake

DEPARTMENT OF WATER RESOURCES

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



COPY

December 6, 2018

Ms. Terry Barber
CAO
Siskiyou County
1312 Fairlane Road
Yreka, California 96097

2017 Proposition 1 Sustainable Groundwater Planning (SGWP) Grant; Agreement #4600012838

Dear Ms. Barber:

Enclosed is an original executed copy of Agreement #4600012838.

If you have any questions, please contact Patricia Vellines, Project Manager at (530)529-7344 or via email at Patricia.Vellines@water.ca.gov.

Sincerely,

Lana Quidgeon Graber
Associate Government Program Analyst
Financial Assistance Branch
Division of Integrated Regional Water Management

Enclosures

cc: Patricia Vellines, Project Manager

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA
(DEPARTMENT OF WATER RESOURCES) AND
SISKIYOU COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
AGREEMENT NUMBER 4600012838
SUSTAINABLE GROUNDWATER PLANNING (SGWP) GRANT
AMENDMENT # 1**

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 Siskiyou County Flood Control and Water Conservation District (District), a public agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee," which parties do hereby agree as follows:

- 1) PURPOSE. The State shall provide funding from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) and the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 (Proposition 68) to assist the Grantee in financing the Scott, Shasta and Butte Valley Groundwater Basins Groundwater Plan (GSP) Development (Project) that will improve sustainable groundwater management, pursuant to Water Code Section 79700 et seq. The provision of State funds pursuant to this Agreement shall result in an adopted GSP by the applicable Groundwater Sustainability Agency (GSA) and submitted to the Department of Water Resources (DWR) via the Sustainable Groundwater Management Act (SGMA) GSP Submittal Portal for review. The provisions of State funds does not guarantee adoption of the GSP by the applicable GSA or that the GSP will meet all of the evaluation and assessment criteria when submitted to DWR as required by SGMA and implementing regulations
- 2) TERM OF GRANT AGREEMENT. The term of this Grant Agreement begins on the date this Grant Agreement is executed by the State, through final payment plus three (3) years unless otherwise terminated or amended as provided in this Grant Agreement. However, all work shall be completed by JANUARY 31, 2022 in accordance with the Schedule as set forth in Exhibit C and no funds may be requested after APRIL 30, 2022.
- 3) GRANT AMOUNT. The maximum amount payable by the State under this Grant Agreement shall not exceed \$3,002,000.
- 4) GRANTEE COST SHARE. Not applicable.
- 5) BASIC CONDITIONS. The State shall have no obligation to disburse money for the Project under this Grant Agreement until the Grantee has satisfied the following conditions (if applicable):
 1. Prior to execution of this Grant Agreement, selected applicants (Groundwater Sustainability Agency) for GSP Development projects must submit evidence of a notification to the public and DWR prior to initiating development of a GSP in compliance with California Code of Regulations, title 23, Section 350 et seq. (GSP Regulations) and Water Code Section 10727.8.
 2. The Grantee must demonstrate compliance with all eligibility criteria as set forth in the 2015 Grant Program Guidelines, 2017 Program Guidelines, and 2019 Program Guidelines for the Sustainable Groundwater Management (SGM) Grant Program.
 3. For the term of this Grant Agreement, the Grantee submits Quarterly Progress Reports, associated invoices, and invoice backup documentation within 60 days following the end of the calendar quarter (e.g. submitted by May 30, August 30, November 30 and February 28) and all other deliverables as required by Paragraph 16, "Submission of Reports" and Exhibit A.
 4. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State:

- a. Final plans and specifications certified, signed, and stamped by a California Registered Civil Engineer as to compliance for each approved project as listed in Exhibit A of this Grant Agreement.
- b. Work that is subject to the California Environmental Quality Act (CEQA) and or environmental permitting shall not proceed under this Grant Agreement until the following actions are performed:
 - (1) The Grantee submits to the State all applicable environmental permits as indicated on the Environmental Information Form to the State,
 - (2) Documents that satisfy the CEQA process are received by the State,
 - (3) The State has completed its CEQA compliance review as a Responsible Agency, and
 - (4) The Grantee receives written concurrence from the State of Lead Agency's CEQA document(s) and State notice of verification of environmental permit submittal.

The State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, the State will consider the environmental documents and decide whether to continue to fund the project or to require changes, alterations or other mitigation. The 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, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/implementation.

- c. A monitoring plan as required by Paragraph 18, "Monitoring Plan Requirements", if applicable for Implementation Components/Project(s).
- 6) DISBURSEMENT OF FUNDS. The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to the Grantee under this Grant Agreement shall be deposited in a non-interest bearing account and shall be used solely to pay Eligible Project Costs.
 - 7) ELIGIBLE PROJECT COST. The Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget". Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, project construction, and/or any other scope of work efforts as described in Exhibit A. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement.

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

1. Costs associated with the formation of a GSA(s).
2. Costs, other than those noted above, incurred prior to the award date of this Grant.
3. Costs for preparing and filing a grant application.
4. Operation and maintenance costs, including post construction performance and monitoring costs.
5. Purchase of equipment that is not an integral part of a project.
6. Establishing a reserve fund.
7. Purchase of water supplies.

8. Monitoring and assessment costs for efforts required after project construction is complete.
 9. Replacement of existing funding sources for ongoing programs.
 10. For all Proposition 68 grant funds, travel and per diem costs.
 11. Support of existing agency requirements and mandates (e.g., punitive regulatory agency requirement).
 12. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or land purchased prior to the execution date of this Grant Agreement.
 13. Overhead and indirect costs. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee; non-project-specific accounting and personnel services performed within the Grantee's organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; and, generic overhead or markup. This prohibition applies to the Grantee and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.
- 8) METHOD OF PAYMENT. After the disbursement requirements in Paragraph 5 "Basic Conditions" are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee via U.S. mail or Express mail delivery of a "wet signature" invoice or an electronic invoice certified and transmitted via DocuSign for costs incurred, including Local Cost Share, and timely Quarterly Progress Reports as required by Paragraph 16, "Submission of Reports." Payment will be made no more frequently than quarterly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Invoices must accompany a Quarterly Progress Report and shall be submitted within 60 days following the end of the calendar quarter (i.e. invoices due May 30, August 30, November 30, and February 28). The State will notify the Grantee, in a timely manner, whenever, upon review of an Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Grantee shall include the following information:

1. Costs incurred for work performed in implementing the project 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 a project during the period identified in the particular invoice for the implementation of a project.
3. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:
 - a. Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - b. Invoices must be itemized based on the categories (i.e., tasks) specified in the 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).
 - c. One set of sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.

- d. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Grant Amount" and those costs that represent the Grantee's costs, as applicable, in Paragraph 4, "Grantee Cost Share."
- e. Original signature and date (in ink) of the Grantee's Project Representative. Submit the original "wet signature" copy of the invoice form or an electronic signature certified and transmitted via DocuSign from the authorized representative to the address listed in Paragraph 23, "Project Representative."

All invoices submitted shall be accurate and signed under penalty of perjury. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Exhibit D and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 489-490.)

9) ADVANCED PAYMENT. Not Applicable

10) REPAYMENT OF ADVANCES. Not Applicable

11) WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 13, "Continuing Eligibility," the portion that has been disbursed shall thereafter be repaid immediately with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State. The State may consider the Grantee's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 12, "Default Provisions." If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

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

1. Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between the Grantee and the State evidencing or securing the Grantee's obligations;
2. Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement;
3. Failure to operate or maintain the Project in accordance with this Grant Agreement.
4. Failure to make any remittance required by this Grant Agreement, including any remittance recommended as a result of an audit conducted pursuant to Paragraph D. 5.
5. Failure to comply with Labor Compliance Plan requirements.
6. Failure to submit quarterly progress reports pursuant to Paragraph 5.
7. Failure to invoice the State pursuant to Paragraph 5.

8. Failure to meet any of the requirements set forth in Paragraph 13, "Continuing Eligibility."

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

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

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

13) CONTINUING ELIGIBILITY. The Grantee must meet the following ongoing requirement(s) and all eligibility criteria outlined in the 2015 and 2019 Guidelines and 2017 and 2019 Proposal Solicitation Packages to remain eligible to receive State funds:

1. The Grantee must continue to demonstrate eligibility by continuing to be a GSA or a member agency of a GSA and the groundwater basin must continue to be an eligible basin as outlined in the 2015 and 2019 Guidelines and the 2017 and 2019 Proposal Solicitation Packages (PSPs).
2. An urban water supplier that receives grant funds pursuant to this Grant Agreement must maintain compliance with the Urban Water Management Planning Act (UWMP; Wat. Code, § 10610 et seq.) and Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.) by doing the following:
 - a. Have submitted their 2015 UWMP and had it deemed consistent by DWR. If the 2015 UWMP has not been submitted to DWR 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: <https://www.water.ca.gov/Programs/Water-Use-And-Efficiency/Urban-Water-Use-Efficiency/Urban-Water-Management-Plans>.
 - b. All urban water suppliers must submit documentation that demonstrates they are meeting the 2015 interim gallons per capita per day (GPCD) target. If not meeting the interim target, the Grantee must submit a schedule, financing plan, and budget for achieving the GPCD target, as required pursuant to Water Code Section 10608.24. Urban water suppliers that did not meet their 2015 interim GPCD target must also submit annual reports that include a schedule, financing plan, and budget for achieving the GPCD target by June 30 of each year.
3. An agricultural water supplier receiving grant funding must:
 - a. Comply with Sustainable Water Use and Demand Reduction requirements outlined in Water Code Section 10608, et seq. Submit to the State a schedule, financing plan, and budget for implementation of the efficient water management practices, required pursuant to Water Code Section 10608.48.
 - b. Have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR. To maintain eligibility and continue funding disbursements, an agricultural water supply must have their 2015 AWMP identified on the State's website. For more information, visit the following website: <https://www.water.ca.gov/Work-With-Us/Grants-And-Loans/Agriculture-Water-Use-Efficiency>.

4. The Grantee diverting surface water must maintain compliance with diversion reporting requirements as outlined in Part 5.1 of Division 2 of the Water Code.
 5. If applicable, the Grantee must demonstrate compliance with the Groundwater Management Act set forth on pages 7 and 8 of the 2015 SGWP Grant Program Guidelines, dated October 2015.
 6. Grantees 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 Section 10932 and the CASGEM Program.
- 14) PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS. The 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 Project(s). The 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. The Grantee shall provide copies of permits and approvals to the State.
- 15) RELATIONSHIP OF PARTIES. If applicable, the 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 the State is solely for the purpose of proper administration of funds by the State and shall not be deemed to relieve or restrict responsibilities of the Grantee under this Grant Agreement.
- 16) SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to the State. All reports shall be submitted to the State's Project Manager, and shall be submitted via Department of Water Resources (DWR) "Grant Review and Tracking System" (GRanTS). If requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F. The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State of a Project Completion Report is a requirement for the release of any funds retained for such project.
1. Quarterly Progress Reports: The Grantee shall submit Quarterly Progress Reports to meet the State's requirement for disbursement of funds. Quarterly Progress Reports shall be uploaded via GRanTS, and the State's Project Manager notified of upload. The Grantee shall use the Quarterly Progress Reports template provided by the State's Project Manager that shall, in part, provide a brief description of the work performed, Grantees activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Quarterly Progress Report should be submitted to the State no later than four (4) months after the execution of the agreement, with future reports then due May 30, August 30, November 30, and February 28.
 2. Groundwater Sustainability Plan: The Grantee shall submit a Final Groundwater Sustainability Plan (GSP) to DWR by the date as specified per SGMA. The GSP shall be formatted, drafted, prepared, and completed as required by the GSP Regulations, and in accordance with any other regulations or requirements that are stipulated through SGMA.
 3. Coordination Agreement: The Grantee shall provide the State a copy of the executed Coordination Agreement, and any and all supporting documentation. This condition is only required in basins where GSAs develop multiple GSPs pursuant to Water Code Section 10727(b)(3). Refer to the GSP Regulations for necessary details and requirements to prepare and submit a Coordination Agreement.
 4. Accountability Report: Not Applicable

5. Component Completion Report: The Grantee shall prepare and submit to the State a separate Completion Report for each project or component included in Exhibit A. The Grantee shall submit a Completion Report as outlined in Exhibit A. Each Completion Report 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 Completion Report shall also include, if applicable for Implementation Project(s), certification of final project by a registered civil engineer, consistent with Exhibit D. A "Certification of Project Completion" form will be provided by the State.
 6. Grant Completion Report: Upon completion of the Project included in Exhibit A, the Grantee shall submit to the State a Grant Completion Report. The Grant Completion Report shall be submitted as outlined in Exhibits A and F. The Grant Completion Report shall include reimbursement status, a brief description of each component completed, and how those components will further the goals of the GSP and sustainable groundwater. Retention for the last component, or project, to be completed as part of this Grant Agreement will not be disbursed until the Grant Completion Report is submitted to be approved by the State.
 7. Post-Performance Reports: The Grantee shall prepare and submit to the State Post-Performance Reports on each applicable implementation type Project(s). Post-Performance Reports shall be submitted to the State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of three (3) years after the project begins operation.
- 17) OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects (pertinent to Implementation Projects) and in consideration of the funding made by the State, the Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. The Grantee or their successors may, with the written approval of the State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal by the Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of the State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 12, "Default Provisions."
- 18) MONITORING PLAN REQUIREMENTS. Pertinent to Implementation Projects or Components, a Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. The Monitoring Plan should incorporate items defined and listed in Exhibit K.
- 19) STATEWIDE MONITORING REQUIREMENTS. The Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Wat. Code, § 10780 et seq.) and, where applicable, projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board. See Exhibit G for web links and information regarding other State monitoring and data reporting requirements.
- 20) NOTIFICATION OF STATE. The Grantee shall promptly notify the State, in writing, of the following items:
1. Events or proposed changes that could affect the scope, budget, or work performed under this Grant

Agreement. The Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.

2. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by the State’s representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.
3. Applicable to Implementation Projects only, Final inspection of the completed work on a project by a Registered Professional (Civil Engineer, Engineering Geologist, or other State approved certified/license Professional), in accordance with Exhibit D. The 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 the State the opportunity to participate in the inspection.

21) 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:

1. By delivery in person.
2. By certified U.S. mail, return receipt requested, postage prepaid.
3. By “overnight” delivery service; provided that next-business-day delivery is requested by the sender.
4. By electronic means.
5. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U.S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the addresses listed below. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

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

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

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

Siskiyou County Flood Control & Water
 Conservation District
 Elizabeth Nielsen
 Project Manager, County of Siskiyou
 1312 Fairlane Rd
 Yreka, CA 9697
 Phone: (530) 842-8012
 Email: enielsen@co.siskiyou.ca.us

Direct all inquiries to the Project Manager:

Department of Water Resources

Patricia Vellines

2440 Main Street

Red Bluff, CA 96080

Phone: (530)529-7344

Email: Patricia.Vellines@water.ca.gov

Siskiyou County Flood Control & Water
Conservation District

Elizabeth Nielsen

Project Manager, County of Siskiyou

1312 Fairlane Rd

Yreka, CA 9697

Phone: (530) 842-8012

Email: enielsen@co.siskiyou.ca.us

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

24) 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 – Grantee Resolution

Exhibit F – Report Formats and Requirements

Exhibit G – Requirements for Data Submittal

Exhibit H – State Audit Document Requirements for Grantees

Exhibit I – Local Project Sponsors (Not Used)

Exhibit J – Project Location

LB 5/7/2020

AMENDMENT #1
Grant Agreement No. 4600012838
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IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

Siskiyou County Flood Control and Water
Conservation District



Arthur Hinojosa
Chief, Division of Regional Assistance



Angela Davis
County Administrator

Date 5/7/2020

Date 05/05/2020

Approved as to Legal Form and Sufficiency

James Herink For

Robin Brewer, Assistant Chief Counsel
Office of Chief Counsel

Date 5/7/2020

EXHIBIT A WORK PLAN

Project Title: Scott, Shasta and Butte Valley Groundwater Basins GSP Development

Project Description: The primary goal is to complete the work necessary to develop GSPs for the Shasta River Valley, Scott Valley, and Butte Valley Groundwater Basins, and ensure sustainability into the future.

Component 1: Grant Administration

Prepare and submit required documents outlined in the grant award letter. Work with DWR staff to develop and execute the Grant Agreement. Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Progress Reports will include sufficient information for DWR program manager to understand and review backup documentation submitted with invoices. Quarterly invoices should accompany the Progress Reports and should be submitted to the DWR Project Manager for review to receive reimbursement on eligible funds per the Grant Agreement. Collect and organize backup documentation by task and prepare a summary document.

Submit a deliverable due date schedule within 30 days of execution of Amendment 1 of this Agreement or any future amendments, where the amendment would result in a change in the deliverables and/or schedule, for DWRs Project Manager's review and approval. Edits made to the schedule must be approved by the DWR Project Manager in advance.

Prepare Draft Grant Completion Report and submit to DWR for Project Manager's comment and review no later than 90 days before the work completion listed on Page 1, Paragraph 2. Prepare Final Grant Completion Report addressing the Project Manager's comments 30 days before the work completion listed in Paragraph 2. The report shall be prepared and presented in accordance with the provisions of Exhibit F. All deliverables outlined in Exhibit A are due prior to the Final Grant Completion report as outlined in the approved deliverable due date schedule.

Deliverables:

- Environmental Information Form
- Quarterly invoices and backup documentation
- Quarterly Progress Reports
- Final Grant Completion Report

Component 2: GSP Development for the Scott River Valley Groundwater Basin

Category (a): Stakeholder Outreach and Engagement

Provide public outreach and engagement through regular GSA meetings, special meetings, outreach letters and emails, and opportunities to provide comments through Scott Valley Groundwater Advisory Committee (Advisory Committee) meetings. Provide training for staff to attend seminars to become educated on GSP development and implementation. Organize and host meetings and events, distribute public notices and documents, create and maintain a SGMA website and social media page(s), provide SGMA updates at city meetings, irrigation/water GSA meetings, etc., and develop educational handouts for distribution. Outreach to and appoint Advisory Committee board, organize and host meetings, manage and administer activities of the Advisory Committee.

Deliverables:

- Link to District website/webpage
- Resolution outlining formation of Advisory Committee and list of appointed members
- Summary of all outreach and engagement activities included as an attachment in the quarterly Progress Report

Category (b): Planning Activities**Task 1: Data Collection, Development, and Management**

Compile and organize available data for GSP development, determine data gaps and collect additional necessary data to complete the GSP. Refine the existing Siskiyou County Well Program and perform a well audit. Transition the Siskiyou County CASGEM Program from Siskiyou County Environmental Health Division to the Department of Natural Resources for work associated with the Scott River Valley Groundwater Basin (Basin). Identify and determine how to address data gaps.

Deliverables:

- Document outlining CASGEM program
- Document outlining data gaps and needs

Task 2: Conceptual Model, Numerical Model Development, and Water Budget

Develop and document a conceptual model of the groundwater basin, develop an enhanced version and documentation of the Scott Valley Integrated Hydrologic Model, and develop the Scott Valley water budget. Prepare water budget for wet year, dry year, and average year scenarios, including seasonal water budgets for each.

Deliverables:

- Technical Memorandum on the updated model and results

Task 3: Sustainability Criteria Development

Develop the protocols for achieving and/or maintaining groundwater sustainability throughout the Basin by identifying potential undesirable results and determining how to meet sustainability criteria; identifying criteria that are being met and determining how to best sustain them over the long-term through implementation of the GSP; and establishing minimum thresholds and measurable objectives to achieve sustainability in the Basin.

Deliverables:

- Summary of findings

Task 4: Monitoring Programs, Protocols and Networks

Develop a groundwater monitoring program to assess conditions throughout the Basin and provide a centralized data and information management system. Develop a Basin-Wide Groundwater Sustainability Data Collection and Monitoring Plan (Plan), including discussion of:

- Groundwater monitoring network development;
- CASGEM program update to include reporting protocols (separate from Task 1 work);
- Monitoring database development;
- Monitoring annual report requirements and identification of monitoring entity; and
- Stream gauging program that includes current stream gauges and assesses the need for additional stream gauges for long term data collection

Deliverables:

- Monitoring Plan

Task 5: Groundwater Management Actions

Develop groundwater management programs and implement projects like the Scott Valley Recharge Pilot Study, in-lieu recharge, and Beaver Dam Analogues, to assist in-groundwater recharge development and study beneficial impacts to the Scott River when additional flows are needed during certain times of the year. Develop future groundwater modeling scenarios (from which proposed water budgets will be prepared) which may include DWR climate change scenarios and groundwater replenishment projects. Expand the existing

Groundwater Level Monitoring Program and stream discharge and temperature monitoring building on work from Task 1.

Deliverables:

- Summary of findings

Task 6: Round 3 Model Updates

Incorporate predicted changes in snowpack into the model. Calculate and account for mountain-front recharge (MFR) and streamflow entering the model domain via tributaries in wet and dry years.

Deliverables:

- Summary of findings

Task 7: Monitoring Baseline Conditions

Document baseline data to enhance understanding of surface water-groundwater interactions and the design and implementation of future recharge projects. Establish baseline conditions to enable meaningful comparisons for evaluating the impact of future recharge projects. Install stream gages in identified key tributaries to collect data required to more accurately represent the contributions of tributaries to the Scott River and the groundwater basin. Select and instrument wells, surface water gages and record flow, temperature, conductivity to better understand surface water-groundwater interactions, support the design and implementation of groundwater recharge projects, and quantify project benefits. Determine the instantaneous hydraulic gradient where groundwater meet the stream to constrain spatial variability of stream-aquifer exchange across the streambed.

Deliverables:

- Baseline Conditions Monitoring and Instrumentation Installation Technical Memorandum

Task 8: Isotopic Recharge Study

Collect water samples from wells, springs, and surface water bodies and analyze the samples for geochemical and isotopic tracers to better understand recharge elevation, water-rock interactions, and groundwater travel times. Send water samples to be analyzed at research facilities at University of California, Davis and the Lawrence Livermore National Laboratory for sulfur-35 (87.4 day half-life), sodium-22 (2.6 year half-life), tritium (12.3 year half-life), krypton-85 (10.8 year half-life), carbon-14 (5,730 year half-life), dissolved noble gases, general water chemistry (major anions and cations), and stable isotopes of water ($\delta^2\text{H}$ and $\delta^{18}\text{O}$) and carbon ($\delta^{13}\text{C}$). Utilize findings from this study to enhance the hydrogeological conceptual model and delineate primary recharge areas. Prepare a report that describes the work completed and findings from this study.

Deliverables:

- Isotopic Recharge Report

Category (c): GSP Preparation

Develop a comprehensive GSP for the Basin based on the results from Category (b) tasks that meets the SGMA requirements and DWR regulations.

Deliverables:

- Proof of submittal of Final Scott River Valley GSP to DWR

Component 3: GSP Development for the Shasta Valley Groundwater Basin**Category (a): Stakeholder Outreach and Engagement**

Provide public outreach and engagement through regular GSA meetings, special meetings, outreach letters and emails, and opportunities to provide comments through Scott Valley Groundwater Advisory Committee (Advisory Committee) meetings. Provide training for staff to attend seminars to become educated on GSP development and implementation. Organize and host meetings and events, distribute public notices and documents, create and maintain a SGMA website and social media page(s), provide SGMA updates at city meetings, irrigation/water GSA meetings, etc., and develop educational handouts for distribution. Outreach to and appoint Advisory Committee board, organize and host meetings, manage and administer activities of the Advisory Committee.

Deliverables:

- Link to District website/webpage
- Resolution outlining formation of Advisory Committee and list of appointed members
- Summary of all outreach and engagement activities included as an attachment in the quarterly Progress Report

Category (b): Planning Activities**Task 1: Data Collection, Development, and Management**

Compile and organize available data for GSP development, determine data gaps and collect additional necessary data to complete the GSP. Refine the existing Siskiyou County Well program and perform well audit. Transition the Siskiyou County CASGEM Program from Siskiyou County Environmental Health Division to the Department of Natural Resources for work associated with the Shasta Valley Groundwater Basin (Basin). Identify and determine how to address data gaps.

Deliverables:

- Document outlining CASGEM program
- Document outlining data gaps and needs

Task 2: Conceptual Model, Numerical Model Development, and Water Budget

Develop and document a conceptual model of the groundwater basin, develop the Shasta Valley Hydrologic Numerical Model including recharge areas, and develop the Shasta Valley water budget for wet year, dry year, and average year scenarios, including seasonal water budgets for each.

Deliverables:

- Technical Memorandum on the updated model and results

Task 3: Sustainability Criteria Development

Develop the protocols for achieving and/or maintaining groundwater sustainability throughout the Basin by identifying potential undesirable results and determining how to meet sustainability criteria; identifying criteria that are being met and determining how to best sustain these over the long-term through implementation of the GSP; and establishing minimum thresholds and measurable objectives to achieve sustainability in the Basin.

Deliverables:

- Summary of findings

Task 4: Monitoring Programs, Protocols and Networks

Develop a groundwater monitoring program to assess conditions throughout the Basin and provide a centralized data and information management system. Develop Basin-Wide Groundwater Sustainability Data Collection and Monitoring Plan (Plan), including discussion of:

- Groundwater monitoring network development;
- CASGEM program update to include reporting protocols;
- Monitoring database development;
- Monitoring annual report requirements and identification of monitoring entity; and
- Stream gauging program that includes current stream gages and assesses the need for additional stream gauges.

Deliverables:

- Monitoring Plan

Task 5: Groundwater Management Actions: Development, Assessment, and Implementation

Develop groundwater management programs and implement projects like the Scott Valley Recharge Pilot Study, in-lieu recharge, and Beaver Dam Analogues, to assist in-groundwater recharge development and study beneficial impacts to the Scott River, when additional flows are needed during certain times of the year. Develop future groundwater modeling scenarios (from which proposed water budgets will be prepared) which may include DWR climate change scenarios and groundwater replenishment projects. Expand the existing Groundwater Level Monitoring Program and stream discharge and temperature monitoring building on work from Task 1.

Deliverables:

- Summary of findings

Task 6: Round 3 Model Updates

Coordinate with the State Water Resources Control Board (SWRCB) and collaborate on the hydrology modeling efforts in the Shasta River watershed. Develop a GSFLOW model based on integration of a Precipitation Run-off Modeling System (PRMS) and MODFLOW. Work with the SWRCB to assess how water resources within the Shasta Basin could impact management of the Klamath River. Estimate instream flows, depict how human activities affect the water balance, simulate groundwater pumping, and simulate surface-subsurface interactions.

Deliverables:

- Model Updates Technical Memorandum
- Minutes from SWRCB coordination meetings

Task 7: Rain Gage Installation

Site locations and install up to ten (10) rain gages to better characterize precipitation and estimate runoff. Prepare a technical memorandum that describes work completed in this task.

Deliverables:

- Rain Gage Installation Technical Memorandum

Task 8: Geophysical Investigations

Conduct a combination of electrical resistivity and electromagnetic conductivity surveying methods at key groundwater-surface interface locations with critical groundwater-dependent ecosystems and in areas where depth to groundwater is poorly constrained (specifically, locations far from seasonal and/or continuous well monitoring data and where abrupt changes in horizontal aquifer lithology occur). Define key areas for

investigation during development of the preliminary hydrogeological conceptual model. Conduct conductivity surveys by towing a ground conductivity meter to rapidly collect high-resolution, shallow (to about 20-25 feet) electrical conductivity surveys across zones of critical groundwater/surface-water interaction and sparse groundwater elevation data in Shasta Valley. Conduct electrical resistivity surveys with lines of connected, grounded electrodes, to estimate deeper subsurface aquifer properties and structure (< 400 feet). Process and invert data collected. Prepare a technical memorandum that describes work completed and findings from this task.

Deliverables:

- Geophysical Surveys Technical Memorandum

Category (c): GSP Preparation

Develop a comprehensive GSP for the Basin based on the results from Category (b) tasks that meets the SGMA requirements and DWR regulations.

Deliverables:

- Proof of submittal of Final Shasta Valley GSP to DWR

Component 4. GSP Development for the Butte Valley Groundwater Basin

Category (a): Stakeholder Outreach and Engagement

Provide public outreach and engagement through regular GSA meetings, special meetings, outreach letters and emails, and opportunities to provide comments through Scott Valley Groundwater Advisory Committee (Advisory Committee) meetings. Provide training for staff to attend seminars to become educated on GSP development and implementation. Organize and host meetings and events, distribute public notices and documents, create and maintain a SGMA website and social media page(s), provide SGMA updates at city meetings, irrigation/water GSA meetings, etc., and develop educational handouts for distribution. Outreach to and appoint Advisory Committee board, organize and host meetings, manage and administer activities of the Advisory Committee.

Deliverables:

- Link to District website/webpage
- Resolution outlining formation of Advisory Committee and list of appointed members
- Summary of all outreach and engagement activities included as an attachment in the quarterly Progress Report

Category (b): Planning Activities

Task 1: Data Collection, Development and Management, and SGMA Education

Compile and organize available data for GSP development, determine data gaps and collect additional necessary data to complete the plan. Refine the existing Siskiyou County Well Program and perform a well audit. Transition the Siskiyou County CASGEM Program from Siskiyou County Environmental Health Division to the Department of Natural Resources for work associated with the Butte Valley Groundwater Basin (Basin). Identify and determine how to address data gaps.

Deliverables:

- Document outlining CASGEM program
- Document outlining data gaps and needs

Task 2: Document Groundwater and Surface Water Conditions and Develop Water Budget

Document current and historic groundwater and streamflow conditions and prepare a water budget incorporating climate, streamflow, land use, soil properties, and hydrogeologic data collected in other Tasks.

Deliverables:

- Summary of findings

Task 3: Sustainability Criteria Development

Develop the protocols for achieving and/or maintaining groundwater sustainability throughout the Basin by identifying potential undesirable results and determine how to meet sustainability criteria; identifying criteria that are being met and determine how to best sustain these over the long-term through implementation of the GSP, and establishing minimum thresholds and measurable objectives to achieve sustainability in the Basin.

Deliverables:

- Summary of findings

Task 4: Monitoring Programs, Protocols and Networks

Develop a groundwater monitoring program to assess conditions throughout the Basin and provide a centralized data and information management system. Develop Basin-Wide Groundwater Sustainability Data Collection and Monitoring Plan (Plan), including discussion of:

- Groundwater monitoring network development;
- CASGEM program update to include reporting protocols;
- Monitoring database development;
- Monitoring annual report requirements and identification of monitoring entity; and
- Stream gauging program that includes current stream gages and assesses the need for additional stream gauges

Deliverables:

- Plan to be included in GSP

Task 5: Groundwater Management Actions: Development, Assessment, and Implementation

Develop groundwater management programs by implementing projects like the Scott Valley Recharge Pilot Study, in-lieu recharge, and Beaver Dam Analogues, to assist in-groundwater recharge development and study beneficial impacts to the Scott River when additional flows are needed during certain times of the year. Develop future groundwater modeling scenarios (from which proposed water budgets will be prepared) which may include DWR climate change scenarios and groundwater replenishment projects. Expand the existing Groundwater Level Monitoring Program and stream discharge and temperature monitoring building on work from Task 1.

Deliverables:

- Summary of findings

Task 6: Model Updates

A three-dimensional groundwater flow model of the Butte Valley watershed will be developed in MODFLOW to refine deep groundwater flow out of the system. The Klamath River to the north will be considered the dominant control of hydraulic head in the region. Boundary flow to the east of the watershed, towards the Lower Klamath National Wildlife Refuge, will be modeled based on regional groundwater flow models developed by the USGS. Recharge rates in the undeveloped southern portion of the watershed will be estimated based on regional USGS rainfall-runoff models. Increased understanding of surface fluxes is being developed through installation of rain gauges throughout Butte Valley. Groundwater levels measured through the CASGEM program as well as through SGMA data collection will be used to calibrate the groundwater model. Prepare a technical memorandum that describes work completed and findings from this task.

Deliverables:

- Model Update Technical Memorandum

Task 7: Stream Gage Installation

Install and instrument two (2) telemetry-equipped stream gages at Butte Creek and Prather Creek. Prepare a technical memorandum that describes activities from this task.

Deliverables:

- Stream Gage Installation Technical Memorandum

Task 8: Meiss Lake Investigations

Install stream gages to monitor surface water flows, especially in streams discharging from the mountains, monitor groundwater levels in wells, perform geophysical surveying studies, perform an isotopic recharge study.

Subtask 8.1: Equipment Installation

Instrument approximately five (5) existing wells with pressure transducers and telemetry equipment to collect the desired information and develop a comprehensive monitoring network. Install at least one (1) stream gage to monitor streams discharging from the mountains.

Deliverables:

- Stream Gage Installation Technical Memorandum
- Monitoring Well Equipment Installation Technical Memorandum

Subtask 8.2: Geophysical Survey

Perform geophysical surveys in the Butte Valley Wildlife Area (California Department of Fish and Wildlife), Meiss Lake, the Butte Creek corridor both in the valley and at the southern end of the watershed (headwaters area), particular sites relevant to sensitive groundwater-dependent ecosystems (largely in the Meiss Lake area), sensitive volcanic rock recharge areas around the edge of the valley near many of the numerous key north-south trending fault zones (such as the Mount Hebron, Cedar Mountain, Meiss Lake, and Mahogany Mountain fault zones), and in sparse areas between groundwater monitoring network stations to tie interpolated groundwater elevations between station values.

Deliverables

- Geophysical Survey Technical Memorandum

Subtask 8.3: Isotopic Study

Perform an isotopic recharge study to improve understanding of surface water and groundwater interactions of key importance to development of the GSP. Utilize information gained from this study to enhance the hydrogeological conceptual model, delineate primary recharge areas and recharge sources and help in designing future groundwater recharge projects.

Deliverables

- Isotopic recharge study technical memorandum

Category (c): GSP Preparation

Develop a comprehensive GSP for the Basin based on the results from Category (b) tasks that meets the SGMA requirements and DWR regulations.

Deliverables:

- Proof of submittal of Final Butte Valley GSP to DWR

Component 9. County Wide Elements for GSP Development**Category (a): Stakeholder Outreach and Engagement**

Maintain a dialogue with stakeholders to ensure local knowledge and viewpoints are heard and reflected in the GSP. Hold up to five (5) public outreach meetings. Hold up to twelve (12) meetings with the Advisory Committee. Hold at least six (6) meetings with the GSA Board. Hold at least twelve (12) targeted stakeholder meetings. Maintain and update online platforms and develop additional educational materials.

Category (b): GSP Development**Task 1: GSP Document Preparation**

Prepare a GSP that meets the SGMA regulations. Adjust and modify the GSP as directed by the District in response to stakeholder input. Submit deliverables listed below electronically through an online reporting system. Compile the complete GSP and prepare for adoption by the GSA's Board. Provide a 90 day notice to local cities and counties for GSP review. Post a public notice for the hearing to adopt the GSP. Assist with conducting the public hearing to adopt the GSP. Provide summaries of activities within the Quarterly Progress Report(s). Submit the adopted GSP to the SGMA Portal and submit the email response from the SGMA Portal to DWR's Project Manager.

Activities to develop the GSP and sections that may be included within the GSP, but are not limited to, those described below.

1. Initial Notification of GSP Preparation
Prepare the initial notification of GSP preparation and submit to DWR and local agencies, distribute to the Grantee's interested-parties email list, and post on the website.
2. Data Collection and Analysis
Compile, evaluate, and analyze data necessary for development of the GSP. Identify data gaps and develop a plan for obtaining that data.
3. Integrated Hydrologic Modeling
Evaluate the available options and develop an integrated hydrologic model for the Basin. Compile, evaluate, and compare simulated and local water budget information. Select and refine integrated hydrologic model for water budget development and other GSP model scenario analysis. Develop model scenarios, complete model runs, evaluate model results. Develop model scenarios to support evaluation of potential projects and management actions or other analysis.
4. GSP Administrative Information
Compile and organize information necessary for completing GSP Administrative Information section.
5. Basin Setting
Develop a GSP Basin Setting section for the Basin including, but not limited to, management areas as applicable, hydrogeologic conceptual model, current and historical groundwater conditions, and water budget.
6. Sustainable Management Criteria
Develop GSP Sustainable Management Criteria for the Basin, including analysis and determination of Sustainability Goals, Undesirable Results, Minimum Thresholds, Measurable Objectives, as appropriate.

7. Projects and Management Actions

Develop Projects and Management Actions to achieve Sustainability Goals for the Basin, describe the implementation feasibility, and the method by which each will be evaluated for effectiveness.

Deliverables:

- Adopted GSP
- Proof of Adopted GSP submittal to DWR

Task 2: Economic Analysis of Scenarios and Management Actions

Conduct an economic analysis to help prioritize allocation of resources, identify economic impacts on agriculture and other local industries, and determine impacts of potential changes in water use. Consider infrastructure calculator, O&M costs to make practical, informed, and economically feasible decisions. Prepare a Technical Memorandum that describes the work completed, findings from the Economic Analysis, and how findings will be incorporated into the GSP.

Deliverables:

- Economic Analysis Technical Memorandum

Task 3: Fee Study

Evaluate funding alternatives that will review and discuss revenue generation strategies that may be implemented by the GSA to cover the cost of GSP implementation. Prepare a technical memorandum and present to the advisory committees and GSA Board to facilitate discussion and development of a preferred funding strategy.

Deliverables:

- Fee Study Technical Memorandum

Task 4: Data Management System Development

Obtain and store existing relevant information in a usable format. Continue developing components of a Data Management System (DMS) that will function as a data storage, analysis, visualization, and reporting tool for hydrogeologic and hydrologic information. Create retrieval and/or download tools for government web portals, transducers, and other relevant platforms. Develop key tools to support future tasks required of the GSA (i.e. reporting capabilities). Prepare a technical memorandum that describes work completed and findings from this task.

Deliverables:

- DMS Technical Memorandum

EXHIBIT B BUDGET

Project Name: **Scott, Shasta, and Butte Valley Groundwater Basins GSP Development**

Grantee: **Siskiyou County Flood Control and Water Conservation District**

Grant serves a need of a Disadvantaged Area?: **Yes**

Local Cost Share Required: **0%**

COMPONENTS	Round 2 Grant Amount	Round 2 Local Cost Share ¹	Round 2 % Local Cost Share	Round 3 Grant Amount	Round 3 Local Cost Share ¹	Round 3 % Local Cost Share	Total Cost
(1) Grant Administration	\$15,600	\$0		\$75,000	\$0		\$90,600
(2) GSP Development for the Scott Valley Groundwater Basin	\$359,800	\$0		\$175,000	\$0		\$534,800
(3) GSP Development for the Shasta Valley Groundwater Basin	\$688,300	\$0		\$175,000	\$0		\$863,300
(4) GSP Development for the Butte Valley Groundwater Basin	\$303,300	\$0		\$175,000	\$0		\$478,300
(5) County-Wide Elements for GSP Development	\$0	\$0		\$1,035,000	\$0		\$1,035,000
TOTAL PROJECT:	\$1,367,000	\$0	0%	\$1,635,000	\$0	0%	\$3,002,000

Component 1: Grant Administration

Budget Category	Round 2 Grant Amount	Round 2 Local Cost Share	Round 3 Grant Amount	Round 3 Local Cost Share	Total Cost
(a) Grant Administration	\$15,600	\$0	\$75,000	\$0	\$90,600
TOTAL COSTS	\$15,600	\$0	\$75,000	\$0	\$90,600

Component 2: GSP Development for the Scott Valley Groundwater Basin

Budget Category	Round 2 Grant Amount	Round 2 Local Cost Share	Round 3 Grant Amount	Round 3 Local Cost Share	Total Cost
(a) Stakeholder Outreach and Engagement	\$9,000	\$0	\$0	0%	\$9,000
(b) Planning Activities	\$340,800	\$0	\$175,000	0%	\$515,800
(c) GSP Preparation	\$10,000	\$0	\$0	0%	\$10,000
TOTAL COSTS	\$359,800	\$0	\$175,000	0%	\$534,800

Component 3: GSP Development for the Shasta Valley Groundwater Basin

Budget Category	Round 2 Grant Amount	Round 2 Local Cost Share	Round 3 Grant Amount	Round 3 Local Cost Share	Total Cost
(a) Stakeholder Outreach and Engagement	\$9,000	\$0	\$0	\$0	\$0
(b) Planning Activities	\$669,300	\$0	\$175,000	\$0	\$844,300
(c) GSP Preparation	\$10,000	\$0	\$0	\$0	\$0
TOTAL COSTS	\$688,300	\$0	\$175,000	\$0	\$863,300

Component 4: GSP Development for the Butte Valley Groundwater Basin

Budget Category	Round 2 Grant Amount	Round 2 Local Cost Share	Round 3 Grant Amount	Round 3 Local Cost Share	Total Cost
(a) Stakeholder Outreach and Engagement	\$9,000	\$0	\$0	0%	\$0
(b) Planning Activities	\$284,300	\$0	\$175,000	0%	\$459,300
(c) GSP Preparation	\$10,000	\$0	\$0	0%	\$0
TOTAL COSTS	\$303,300	\$0	\$175,000	0%	\$478,300

Component 5: County-Wide Elements for GSP Development

Budget Category	Round 2 Grant Amount	Round 2 Local Cost Share	Round 3 Grant Amount	Round 3 Local Cost Share	Total Cost
(a) Stakeholder Engagement/Outreach	\$0	\$0	\$420,000	0%	\$420,000
(c) GSP Development	\$0	\$0	\$615,000	0%	\$615,000
TOTAL COSTS	\$0	\$0	\$1,035,000	0%	\$1,035,000

**EXHIBIT C
SCHEDULE**Project Name: **Scott, Shasta, and Butte Valley Groundwater Basins GSP Development**

Categories	Start Date¹	End Date¹
Component 1: Grant Administration	06/01/2016	4/30/2022
(a) Grant Administration	06/01/2016	04/30/2022
Component 2: GSP Development for the Scott Valley Groundwater Basin	06/01/2016	01/31/2022
(a) Stakeholder Outreach and Engagement	06/01/2016	01/31/2022
(b) Planning Activities	06/01/2016	01/31/2022
(c) GSP Preparation	06/01/2016	01/31/2022
Component 3: GSP Development for the Shasta Valley Groundwater Basin	06/01/2016	01/31/2022
(a) Stakeholder Outreach and Engagement	06/01/2016	01/31/2022
(b) Planning Activities	06/01/2016	01/31/2022
(c) GSP Preparation	06/01/2016	01/31/2022
Component 4: GSP Development for the Butte Valley Groundwater Basin	06/01/2016	01/31/2022
(a) Stakeholder Outreach and Engagement	06/01/2016	01/31/2022
(b) Planning Activities	06/01/2016	01/31/2022
(c) GSP Preparation	06/01/2016	01/31/2022
Component 5: County-Wide Elements for GSP Development	04/01/2020	04/30/2022
Stakeholder Outreach and Engagement	06/01/2016	01/31/2022
Planning Activities	06/01/2016	01/31/2022
GSP Preparation	06/01/2016	01/31/2022

NOTES:

¹Exhibit C Schedule only dictates the work start date and the work end date for the Budget Category listed. The Grantee should refer to the Deliverable Due Date Schedule that has been approved by the DWR Grant Manager to obtain the estimated due date for the deliverables listed in Exhibit A. The dates listed in Exhibit C Schedule are date ranges that correlates to the activities listed within that Budget Category in Exhibit A. Eligible costs for each Budget Category will only be approved if the work completed falls within the date ranges listed in Exhibit C.

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

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

D.2) ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: The Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Grant Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 and the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Proposition 68), and through an agreement with the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

D.3) AMENDMENT: This Grant Agreement may be amended 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. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2, "Term of Grant Agreement." Any other requests for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2, "Term of Grant Agreement." The State shall have no obligation to agree to an amendment.

D.4) AMERICANS WITH DISABILITIES ACT: By signing this Grant Agreement, the Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

D.5) AUDITS: The State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of the Project, with the costs of such audit borne by the State. After completion of the Project, the State may require the Grantee to conduct a final audit to the State's specifications, at the Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by the Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and the State may elect to pursue any remedies

provided in Paragraph 11 or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.

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

- D.6) **BUDGET CONTINGENCY:** If the Budget Act of the current year covered under this Grant Agreement does not appropriate sufficient funds for this program, this Grant Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the State to make any payments under this Grant Agreement. In this event, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement and the Grantee shall not be obligated to perform any provisions of this Grant Agreement. Nothing in this Grant Agreement shall be construed to provide the Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Grant Agreement with no liability occurring to the State, or offer a Grant Agreement amendment to the Grantee to reflect the reduced amount.
- D.7) **CEQA:** Activities funded under this Grant Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Grant Agreement shall not proceed until documents that satisfy the CEQA process are received by the State's Project Manager and the State has completed its CEQA compliance. Work funded under the Grant Agreement subject to a CEQA document shall not proceed until and unless approved by the State Project Manager. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once the State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 11.
- D.8) **CHILD SUPPORT COMPLIANCE ACT:** The Grantee acknowledges in accordance with Public Contract Code Section 7110, that:
- a) The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code Section 5200 et seq.; and
 - b) The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.9) **CLAIMS DISPUTE:** Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. The State and the Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
- D.10) **COMPETITIVE BIDDING AND PROCUREMENTS:** The Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by the State

under this Grant Agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.

- D.11) **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.12) **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 Section 1090 and Public Contract Code Sections 10410 and 10411, for State conflict of interest requirements.
- a) **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
 - b) **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
 - c) **Employees of the Grantee:** Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
 - d) **Employees and Consultants to the Grantee:** Individuals working on behalf of the Grantee may be required by DWR to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.13) **DELIVERY OF INFORMATION, REPORTS, AND DATA:** The Grantee agrees to expeditiously provide throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by the State.
- D.14) **DISPOSITION OF EQUIPMENT:** The Grantee shall provide to the State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by the State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory the State shall provide the Grantee with a list of the items on the inventory that the State will take title to. All other items shall become the property of the Grantee. The State shall arrange for delivery from the Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by the State.
- D.15) **DRUG-FREE WORKPLACE CERTIFICATION:** Certification of Compliance: By signing this Grant Agreement, the Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of

1990 (Gov. Code § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code Section 8355.
 - b) Establish a Drug-Free Awareness Program, as required by Government Code Section 8355 to inform employees, contractors, or subcontractors about all of the following:
 - i) The dangers of drug abuse in the workplace,
 - ii) The Grantee's policy of maintaining a drug-free workplace,
 - iii) Any available counseling, rehabilitation, and employee assistance programs, and
 - iv) Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
 - c) Provide, as required by Government Code Section 8355, that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
 - i) Will receive a copy of the Grantee's drug-free policy statement, and
 - ii) Will agree to abide by terms of the Grantee's condition of employment, contract or subcontract.
- D.16) **EASEMENTS:** Where the Grantee acquires property in fee title or funds improvements to real property already owned in fee by the Grantee using State funds provided through this Grant Agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.
- Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.
- Failure to provide an easement acceptable to the State can result in termination of this Agreement.
- D.17) **FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL:** Upon completion of the Project, the Grantee shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist, that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement.
- D.18) **GRANTEE'S RESPONSIBILITY.** The Grantee and its representatives shall:
- a) Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A and in accordance with Project Exhibit B and Exhibit C.
 - b) Must maintain eligibility requirements as outlined in the 2015 and 2019 Guidelines and the 2017 and 2019 PSPs.
 - c) Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Grantee in the application, documents, amendments, and communications filed in support of its request for funding.

- d) Comply with all applicable California, federal, and local laws and regulations.
 - e) Implement the Project in accordance with applicable provisions of the law.
 - f) Fulfill its obligations under the Grant Agreement and be responsible for the performance of the Project.
 - g) Obtain any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. The Grantee shall provide copies of permits and approvals to the State.
 - h) Be solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by the State is solely for the purpose of proper administration of funds by the State and shall not be deemed to relieve or restrict responsibilities of the Grantee under this Agreement.
 - i) Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Grant Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
- D.19) GOVERNING LAW: This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.20) INCOME RESTRICTIONS: The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement.
- D.21) INDEMNIFICATION: The Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, and any breach of this Agreement. The Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- D.22) INDEPENDENT CAPACITY: The Grantee, and the agents and employees of the 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.23) INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by the Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and the State may withhold disbursements to the Grantee or take any other action it deems necessary to protect its interests.
- D.24) INSPECTIONS OF PROJECT BY STATE: The State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any subcontracts, and the Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with the State.
- D.25) LABOR CODE COMPLIANCE: The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this

Agreement to assure that the prevailing wage provisions of the Labor Code are being met. The Grantee certifies that it has a Labor Compliance Program (LCP) in place or has contracted with a third party that has been approved by the Director of the Department of Industrial Relations (DIR) to operate an LCP. Current DIR requirements may be found at <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Grantee affirms that it is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.

- D.26) **MODIFICATION OF OVERALL WORK PLAN:** At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Grant Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the less than 20 percent (20%) of any line item within the budget and will not result in an increase in the amount of the State Grant Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Grant Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.
- D.27) **NONDISCRIMINATION:** During the performance of this Grant Agreement, the Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, 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. The Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing the California Fair Employment and Housing Act are incorporated into this Agreement by reference. The Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.
- D.28) **OPINIONS AND DETERMINATIONS:** Where the terms of this Grant Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.29) **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 Section 11200 in accordance with Public Contract Code Section 10353.
- D.30) **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 Project, or with the Grantee's service of water, without prior permission of the State. The 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 the Grantee to meet its obligations under this

Grant Agreement, without prior written permission of the State. The State may require that the proceeds from the disposition of any real or personal property be remitted to the State.

- D.31) 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.32) RETENTION: The State shall withhold ten percent (10%) of the funds requested by the Grantee for reimbursement of Eligible Project Costs until the Project is completed and Final Project Report is approved. At the State's discretion and upon a written request by the Grantee, any retained amount attributable to a single Component may be released when that Component is complete and the Final Component Completion Report is approved. Any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest, upon completion of the Project or an approved Component upon request.
- D.33) RIGHTS IN DATA: The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to the State for financial support. The Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.34) 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.35) SUSPENSION OF PAYMENTS: This Grant Agreement may be subject to suspension of payments or termination, or both if the State determines that:
- a) The Grantee, its contractors, or subcontractors have made a false certification, or
 - b) The Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant Agreement.
- D.36) SUCCESSORS AND ASSIGNS: This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as the State may impose.
- D.37) TERMINATION BY GRANTEE: Subject to State approval which may be reasonably withheld, the Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, the Grantee must provide a reason(s) for termination. The Grantee must submit all progress reports summarizing accomplishments up until termination date.
- D.38) TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 11, the State may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 11.
- D.39) TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.

- D.40) THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.41) TIMELINESS: Time is of the essence in this Grant Agreement.
- D.42) TRAVEL – DAC, EDA, or SDAC PROJECT/COMPONENT: If a Project/Component obtains a DAC, EDA, or SDAC Cost Share Waiver, the Grantee may submit travel and per diem costs for eligible reimbursement with State funds. Travel includes the reasonable and necessary costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Grant Agreement. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State. All travel approved expenses will be reimbursed at the percentage rate of the DAC, EDA, or SDAC Cost Share Waiver. For example, if the Grantee obtains a 100% Waiver, 100% of all approved travel expenses can be invoiced for reimbursement. If the Grantee obtains a 50% Waiver, only 50% of eligible travel expenses will be reimbursed by these grant funds.
- D.43) TRAVEL – NON-DAC, EDA, or SDAC PROJECT/COMPONENT: The Grantee agrees that travel and per diem costs shall NOT be eligible for reimbursement with State funds, unless the Grantee's service area is considered a DAC, EDA, or SDAC. The Grantee also agrees that travel and per diem costs shall NOT be eligible for computing Grantee Local Cost Share. Travel includes the costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Grant Agreement. Travel costs CANNOT be reimbursed with Proposition 68 funds and only applies to the Proposition 1 funds provided in this Grant Agreement.
- D.44) UNION ORGANIZING: The Grantee, by signing this Grant Agreement, hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this Grant Agreement. Furthermore, the Grantee, by signing this Grant Agreement, hereby certifies that:
- a) No State funds disbursed by this Grant Agreement will be used to assist, promote, or deter union organizing.
 - b) The Grantee shall account for State funds disbursed for a specific expenditure by this Grant Agreement to show those funds were allocated to that expenditure.
 - c) The Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
 - d) If the Grantee makes expenditures to assist, promote, or deter union organizing, the Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that the Grantee shall provide those records to the Attorney General upon request.
- D.45) VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.46) 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.

EXHIBIT E
AUTHORIZING RESOLUTION ACCEPTING FUNDS

RESOLUTION NO. FUD 17-03

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SISKIYOU COUNTY
FLOOD CONTROL AND WATER CONSERVATION DISTRICT APPROVING
APPLICATION FOR A 2017 SUSTAINABLE GROUNDWATER PLANNING GRANT
FOR FUNDING OF DEVELOPMENT OF GROUNDWATER SUSTAINABILITY PLANS
FOR THE SHASTA VALLEY, SCOTT VALLEY, AND BUTTE VALLEY
GROUNDWATER BASINS**

WHEREAS, Groundwater resources are essential to the people, environmental, plant and animal species, and economics of Siskiyou County, and;

WHEREAS, in September of 2014, the Governor of the State of California signed legislation requiring that groundwater resources throughout California be managed by local agencies through the Sustainable Groundwater Management Act (SGMA), and;

WHEREAS, SGMA authorizes local agencies to manage groundwater in a sustainable fashion, and;

WHEREAS, SGMA requires all high- and medium-priority groundwater basins, as designated by the California Department of Water Resources (DWR), to be managed by a Groundwater Sustainability Agency (GSA), and;

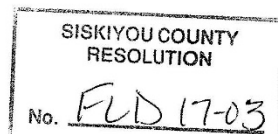
WHEREAS, in April of 2017, the Siskiyou County Flood Control and Water Conservation District (District) submitted their intent to the Department of Water Resources to serve as the GSA for the Shasta, Scott and Butte Valley Groundwater Basins (Basins), and;

WHEREAS, in July 2017, the District was approved as the GSA for the Basins by the Department of Water Resources (DWR), and;

WHEREAS, in September 2017, the DWR announced a grant funding opportunity under the 2017 Sustainable Groundwater Planning Grant Program pursuant to the Water Quality, Supply, and Infrastructure Improvement Act of 2014, for which the District would like to apply; and

WHEREAS, the Program requires that an applicant acting as the sole GSA over multiple basins submit one consolidated application.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Siskiyou County Flood Control and Water Conservation District that a consolidated application be made to the California Department of Water Resources to obtain a grant under the 2017 Sustainable Groundwater Planning Grant Program pursuant to the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1), and to enter into an

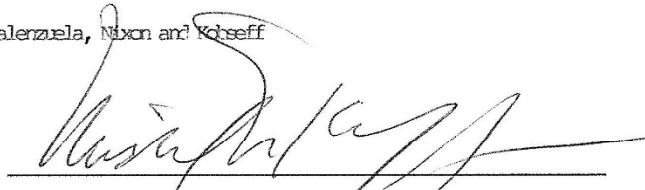


agreement to receive a grant for development of the Groundwater Sustainability Plans for the Shasta Valley, Scott Valley, and Butte Valley Groundwater Basins.

BE IT FURTHER RESOLVED that Terry Barber, CAO, or her designee, is hereby authorized and directed to file such application, and execute a grant agreement with the California Department of Water Resources.


PASSED AND ADOPTED by the Board of Directors of the Flood Control and Water Conservation District at a regular meeting of said Board, held on the 7th day of November, 2017, by the following vote:

AYES: Directors Criss, Haupt, Valenzuela, Nixon and Kobseff
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE



Michael N. Kobseff, Chair
Board of Directors

ATTEST:
COLLEEN SETZER,
COUNTY CLERK

By 
Deputy

RESOLUTION NO. FLD 19-07

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SISKIYOU COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT APPROVING APPLICATION FOR A 2019 SUSTAINABLE GROUNDWATER MANAGEMENT GRANT FOR FUNDING OF DEVELOPMENT OF GROUNDWATER SUSTAINABILITY PLANS FOR THE SHASTA, SCOTT AND BUTTE VALLEY

WHEREAS, Groundwater resources are essential to the people, environment, plant and animal species, and economies of Siskiyou County, and;

WHEREAS, in September of 2014, the Governor of the State of California signed legislation requiring that groundwater resources throughout California be managed by local agencies through the Sustainable Groundwater Management Act (SGMA), and;

WHEREAS, SGMA authorizes local agencies to manage groundwater in a sustainable fashion, and;

WHEREAS, in July 2017, the District was approved as the Groundwater Sustainability Agency (GSA) for the Basins by the Department of Water Resources (DWR), and;

WHEREAS, in September 2019, the DWR announced a grant funding opportunity under the *2019 Sustainable Groundwater Management Grant Program (Proposition 68)*; and,

WHEREAS, the Program requires that an applicant acting as the sole GSA over multiple basins submit one consolidated application.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Siskiyou County Flood Control and Water Conservation District, that application is made to the California Department of Water Resources to obtain a grant under the *2019 Sustainable Groundwater Management Grant Program Planning – Round 3 Grant*.

BE IT FURTHER RESOLVED that Terry Barber, CAO, or her designee, is hereby authorized and directed to file such application, and bring a grant agreement before the District for execution with the California Department of Water Resources.

PASSED AND ADOPTED by the Board of Directors of the Flood Control and Water Conservation District at a regular meeting of said Board, held on October 15, 2019 the by the following vote:

Directors Haupt, Kobseff, Valenzuela, Nixon and Criss
AYES: NONE
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE

Brandon A. Criss

Brandon Criss, Chair
Board of Directors
Siskiyou County Flood Control and Water
Conservation District

ATTEST:
LAURA BYNUM,
COUNTY CLERK

By Wendy Dyer
Deputy

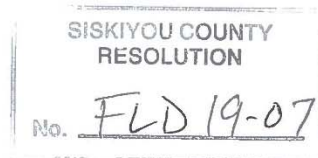


EXHIBIT F

REPORT FORMATS AND REQUIREMENTS

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

PROGRESS REPORTS

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information. For the Project, or each component, discuss the following at the task level, as organized in Exhibit A:

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

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

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

COMPLETION REPORT

The Completion Report shall generally use the following format provided below for each Component or Project after completion.

Executive Summary

The Executive Summary should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original Grant application.
- 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:

- A copy of the Groundwater Sustainability Plan (GSP) that meets all the requirements of the GSP Regulations (for GSP Development Projects), or verification (e.g., acceptance email, or other approved documentation from SGMA), that the GSP was submitted to DWR as required.
- A copy of any final technical report or study, produced for or utilized in this Project as described in the Work Plan
- Electronic copies of any data collected, not previously submitted
- Discussion of problems that occurred during the work and how those problems were resolved
- Final Component schedule showing actual progress versus planned progress

Additional information that may be applicable for Implementation Projects and/or Components includes the following:

- As-built drawings
- Final geodetic survey information
- Project or Component photos

Cost & Disposition of Funds

A list showing:

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

Additional Information

- Benefits derived from the Component, with quantification of such benefits provided, applicable for Implementation Components.
- 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 SGWP Grant Program funded by this Grant Agreement, and includes the following:

Executive Summary

The Executive Summary consists of a maximum of ten (10) pages summarizing information for the grant as well as the individual components.

Reports and/or products

- Brief comparison of work proposed in the original 2017 SGWP Grant application and actual work done.
- Brief description of the Project or components completed and how they achieve either or both of the following:
 - Serve SDAC(s) and support groundwater sustainability planning and management in the basin (Implementation Projects); and/or
 - Support planning, development, and/or preparation of GSP(s) that will comply with and meet the requirements of the GSP Regulations (GSP Development Projects).
- Identify remaining work and mechanism for their implementation (Implementation Projects).
- If applicable (e.g., if a DAC, EDA, or SDAC Cost Share Waiver was approved), a discussion of the benefits to DAC, EDA, and/or SDAC as part of this Grant Agreement.

Cost & Disposition of Funds Information

- A summary of final funds disbursement for the Project, or each component.

Additional Information

- Summary of the submittal schedule for the Post Performance Reports applicable for the Project, or each of the components in this Grant Agreement.

POST-PERFORMANCE REPORT

The Post-Performance Report should be concise, and focus on how (each/the) project or component is actually performing compared to its expected performance; whether the project or component is being operated and maintained, and providing intended benefits as proposed (for Implementation Project or components). The Post-Performance Report should follow the same general format and provide requested information as required to be included in the Project Monitoring Plan (Exhibit K). As applicable, the following information, at a minimum, shall be provided:

Reports and/or products

- Time period of the annual report (e.g., January 2018 through December 2018)
- Short project description
- Discussion of the project benefits
- An assessment of any explanations for any differences between the expected versus actual project benefits as stated in the original 2017 SGWP Grant application. Where applicable, the reporting should include quantitative metrics (i.e., new acre-feet of water produced that year, etc.).
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
- Continued reporting on meeting the Output Indicators and Targets discussed in the Project and/or Component Monitoring Plan discussed in Paragraph 18 of this Grant Agreement.
- Any additional information relevant to or generated by the continued operation of the project.

EXHIBIT G

REQUIREMENTS FOR DATA SUBMITTAL

Surface and Groundwater Quality Data:

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

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/water_issues/programs/gama/. If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at: http://www.swrcb.ca.gov/water_issues/programs/gama/contact.shtml

Groundwater Level Data

The 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. The 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 F. Information regarding the CASGEM program can be found at: <http://www.water.ca.gov/Programs/Groundwater-Management/Groundwater-Elevation-Monitoring--CASGEM>

EXHIBIT H**STATE AUDIT DOCUMENT REQUIREMENTS FOR GRANTEES**

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

State Audit Document RequirementsInternal Controls

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

State Funding:

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

Contracts:

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

Invoices:

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

Cash Documents:

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

Accounting Records:

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

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

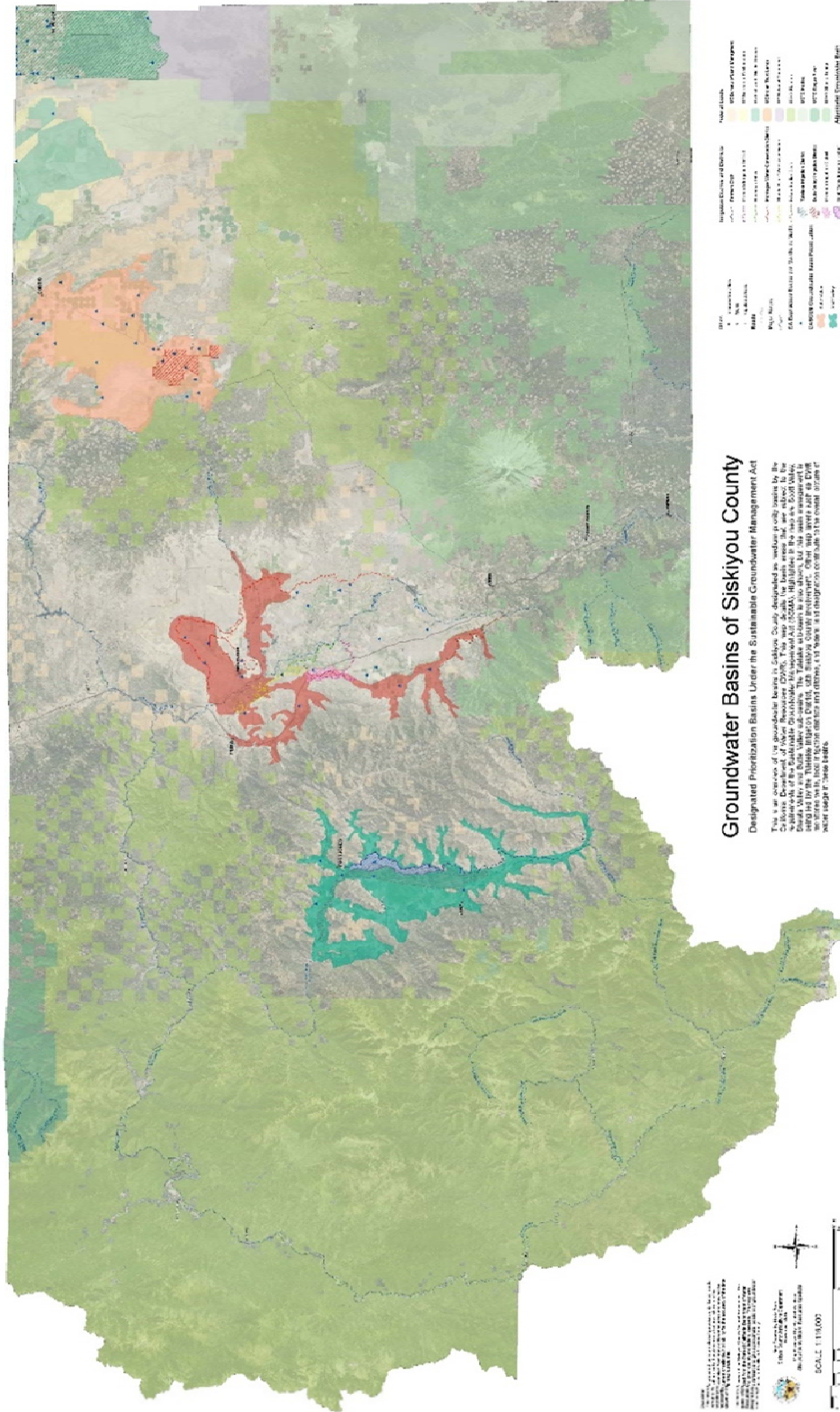
1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

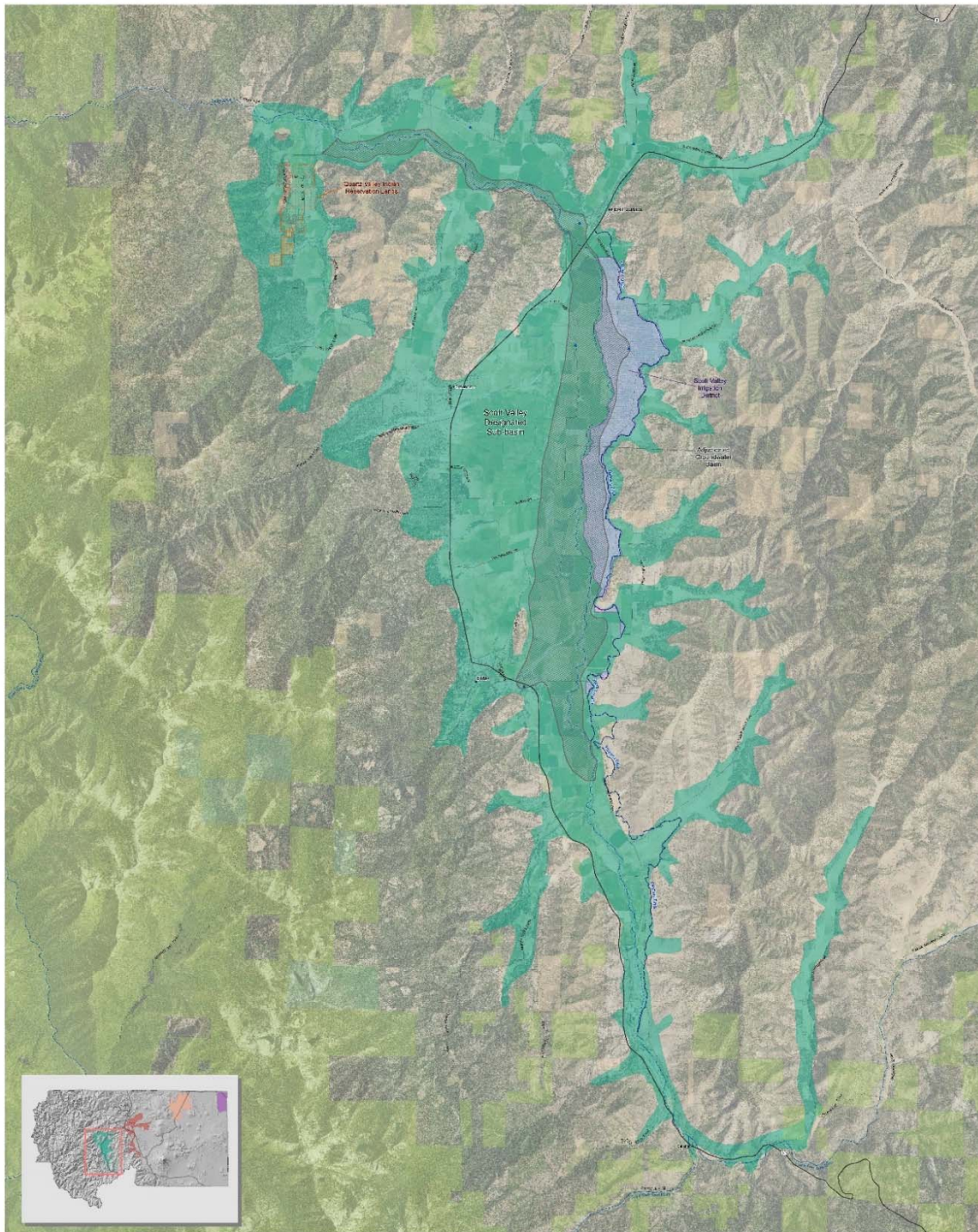
Project Files:

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

EXHIBIT I
LOCAL PROJECT SPONSORS (NOT USED)

EXHIBIT J PROJECT LOCATION





Scott Valley Designated Groundwater Basin

Groundwater Basin Prioritization Under the Sustainable Groundwater Management Act

This is an overview of the Scott Valley 2000 groundwater basin designated as a medium-priority basin by the California Department of Water Resources. Currently, it has the lowest priority of the Scott Valley groundwater basin that is subject to the requirements of the Sustainable Groundwater Management Act.

Disclaimer:
This map was prepared by the Department of Water Resources. The Department of Water Resources is not responsible for any errors or omissions in this map. The Department of Water Resources is not responsible for any errors or omissions in this map. The Department of Water Resources is not responsible for any errors or omissions in this map.



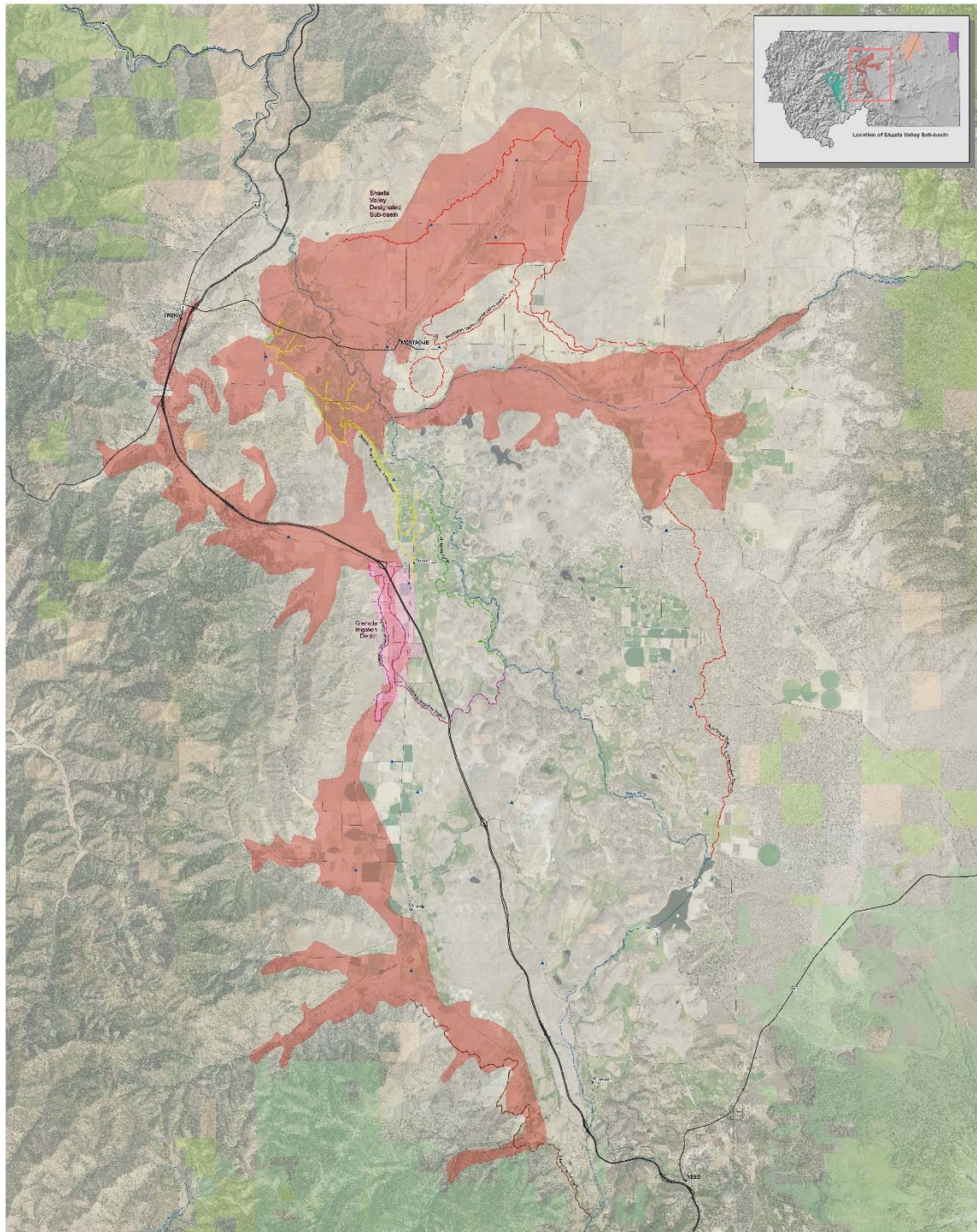
Map Created by: GIS Unit
Bureau of Geomatics and Surveying
Date: 12/1/2013

Map Projection: UTM
Datum: NAD 83
Scale: 1:35,000



This map was created by the Department of Water Resources. The Department of Water Resources is not responsible for any errors or omissions in this map. The Department of Water Resources is not responsible for any errors or omissions in this map. The Department of Water Resources is not responsible for any errors or omissions in this map.

Other	CA Dept Water Resources Methodology	Irrigation Districts and Districts	Federal Lands
<ul style="list-style-type: none"> Unincorporated Cities County Population Major Rivers Land Parcels 	<ul style="list-style-type: none"> CA Dept Water Resources Methodology High Priority Medium Priority Low Priority Very Low Priority 	<ul style="list-style-type: none"> Scott Valley Irrigation District Adjusted Groundwater Basin Quartz Valley Indian Reservation 	<ul style="list-style-type: none"> US Forest Land Management US National Forest Land USFS Klamath National Forest USFS Siskiyou National Forest



Shasta Valley Designated Groundwater Basin

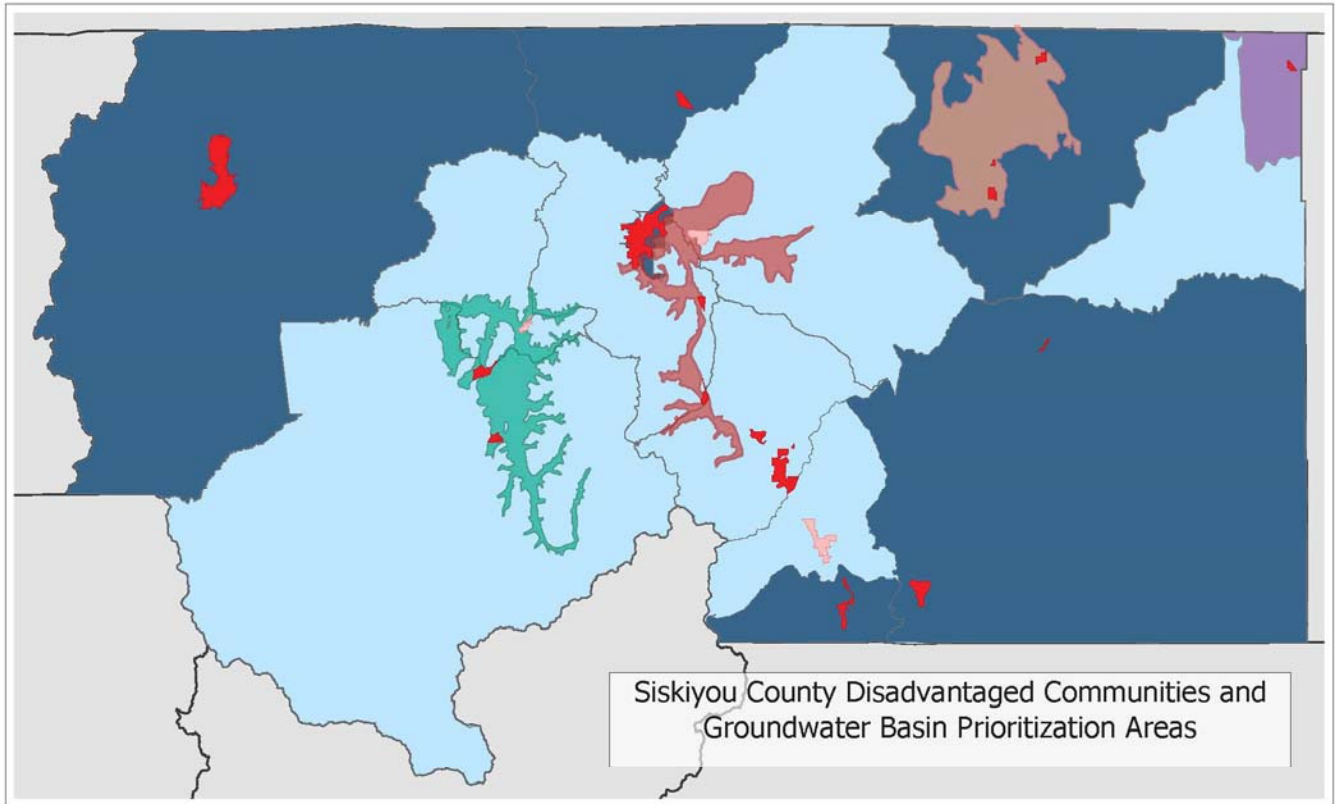
Groundwater Basin Prioritization Under the Sustainable Groundwater Management Act

This is an overview of the Shasta Valley groundwater basin designated as a "high-priority basin" by the California Department of Water Resources (CDWR). This map details those portions of the Shasta Valley groundwater basin that are subject to the requirements of the Sustainable Groundwater Management Act.

Disclaimer:
 This map was prepared for informational purposes only. It is not intended to constitute an offer of insurance or any other financial product. The information contained herein is not intended to be used as a basis for any investment decision. The user assumes all responsibility for the accuracy of the data shown on this map. This map was prepared by Shasta County Water Resources. The user assumes all responsibility for the accuracy of the data shown on this map. This map was prepared for informational purposes only. It is not intended to constitute an offer of insurance or any other financial product. The information contained herein is not intended to be used as a basis for any investment decision. The user assumes all responsibility for the accuracy of the data shown on this map.



City • Anytown, CA	CA Dept. Water Resources Groundwater Basins • High Priority • Other	Irrigation Districts and Districts • Crocker-Hughes District • Homeier District • Modesto Water Conservation District • Crocker-Hughes Water Association • Crocker-Hughes District • Crocker-Hughes Water	Federal Lands • US Bureau of Land Management • US Forest Service • USFS Klamath National Forest • USFS Shasta-Trinity National Forest
Basins • Shasta Valley • Graciele Springs District	CASGM Groundwater Basin Prioritization • High Priority • Other		
Major Rivers • Shasta River • Graciele River	Major Groundwater Basins • Shasta Valley • Graciele Springs District		
Land Parcels			



Map created by Holly Baun, 2017
Credits Paul Shipman, Tanya Meeth



Description Map for evaluating Disadvantaged Communities (DAC) status throughout the state using US Census American Community Survey (ACS) Data (2010-2014).

Scale 1:1,025,000

Disadvantaged Community Places

- Severely Disadvantaged Community
- Disadvantaged Community

Disadvantaged Community Tracts

- Severely Disadvantaged Community
- Disadvantaged Community

CASGEM Basins

- Butte Valley
- Scott Valley
- Shasta Valley
- Tulelake

**Grant Agreement 4600012838
Amendment 2
Under the Proposition 1 and Proposition 68 Sustainable Groundwater Planning
Grant**

**State of California
Natural Resources Agency
Department of Water Resources**

**Agreement Between the State of California
Department of Water Resources
and**

SISKIYOU COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

This amendment to Agreement 4600012838 is made on 8/25/2020. The agreement is amended as follows:

Due to clerical errors, the following changes are being made:

- incorrect dates were included in Paragraph 2 on Page 1. Amendment 2 revises the sentence below in the agreement.
 - However, all work shall be completed by APRIL 30, 2022 in accordance with the Schedule as set forth in Exhibit C and no funds may be requested after JUNE 30, 2022.
- a sentence was deleted from Paragraph 7 on Page 1, which removed the dates for eligible funds. Amendment 2 adds the sentence below back into the agreement.
 - Work performed on the Project after July 1, 2017, but before April 30, 2022, shall be eligible for reimbursement.


All other terms and conditions of the agreement will remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this amendment of the date first written above.

STATE OF CALIFORNIA,
DEPARTMENT OF WATER RESOURCES

SISKIYOU COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT

Carmel Brown
Carmel Brown, P.E., Chief
Financial Assistance Branch
Division of Regional Assistance


Angela Davis
County Administrator

Date: 8/25/2020

Date: 08/19/2020

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA
(DEPARTMENT OF WATER RESOURCES) AND
SISKIYOU COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
AGREEMENT NUMBER 4600012838
SUSTAINABLE GROUNDWATER PLANNING (SGWP) GRANT
AMENDMENT # 2**

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 Siskiyou County Flood Control and Water Conservation District (District), a public agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee," which parties do hereby agree as follows:

- 1) **PURPOSE.** The State shall provide funding from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) and the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 (Proposition 68) to assist the Grantee in financing the Scott, Shasta and Butte Valley Groundwater Basins Groundwater Plan (GSP) Development (Project) that will improve sustainable groundwater management, pursuant to Water Code Section 79700 et seq. The provision of State funds pursuant to this Agreement shall result in an adopted GSP by the applicable Groundwater Sustainability Agency (GSA) and submitted to the Department of Water Resources (DWR) via the Sustainable Groundwater Management Act (SGMA) GSP Submittal Portal for review. The provisions of State funds does not guarantee adoption of the GSP by the applicable GSA or that the GSP will meet all of the evaluation and assessment criteria when submitted to DWR as required by SGMA and implementing regulations
- 2) **TERM OF GRANT AGREEMENT.** The term of this Grant Agreement begins on the date this Grant Agreement is executed by the State, through final payment plus three (3) years unless otherwise terminated or amended as provided in this Grant Agreement. However, all work shall be completed by APRIL 30, 2022 in accordance with the Schedule as set forth in Exhibit C and no funds may be requested after JUNE 30, 2022.
- 3) **GRANT AMOUNT.** The maximum amount payable by the State under this Grant Agreement shall not exceed \$3,002,000.
- 4) **GRANTEE COST SHARE.** Not applicable.
- 5) **BASIC CONDITIONS.** The State shall have no obligation to disburse money for the Project under this Grant Agreement until the Grantee has satisfied the following conditions (if applicable):
 1. Prior to execution of this Grant Agreement, selected applicants (Groundwater Sustainability Agency) for GSP Development projects must submit evidence of a notification to the public and DWR prior to initiating development of a GSP in compliance with California Code of Regulations, title 23, Section 350 et seq. (GSP Regulations) and Water Code Section 10727.8.
 2. The Grantee must demonstrate compliance with all eligibility criteria as set forth in the 2015 Grant Program Guidelines, 2017 Program Guidelines, and 2019 Program Guidelines for the Sustainable Groundwater Management (SGM) Grant Program.
 3. For the term of this Grant Agreement, the Grantee submits Quarterly Progress Reports, associated invoices, and invoice backup documentation within 60 days following the end of the calendar quarter (e.g. submitted by May 30, August 30, November 30 and February 28) and all other deliverables as required by Paragraph 16, "Submission of Reports" and Exhibit A.
 4. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State:

- a. Final plans and specifications certified, signed, and stamped by a California Registered Civil Engineer as to compliance for each approved project as listed in Exhibit A of this Grant Agreement.
- b. Work that is subject to the California Environmental Quality Act (CEQA) and or environmental permitting shall not proceed under this Grant Agreement until the following actions are performed:
 - (1) The Grantee submits to the State all applicable environmental permits as indicated on the Environmental Information Form to the State,
 - (2) Documents that satisfy the CEQA process are received by the State,
 - (3) The State has completed its CEQA compliance review as a Responsible Agency, and
 - (4) The Grantee receives written concurrence from the State of Lead Agency's CEQA document(s) and State notice of verification of environmental permit submittal.

The State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, the State will consider the environmental documents and decide whether to continue to fund the project or to require changes, alterations or other mitigation. The 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, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/implementation.

- c. A monitoring plan as required by Paragraph 18, "Monitoring Plan Requirements", if applicable for Implementation Components/Project(s).
- 6) **DISBURSEMENT OF FUNDS.** The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to the Grantee under this Grant Agreement shall be deposited in a non-interest bearing account and shall be used solely to pay Eligible Project Costs.
 - 7) **ELIGIBLE PROJECT COST.** The Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget". Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, project construction, and/or any other scope of work efforts as described in Exhibit A. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Work performed on the Project after July 1, 2017, but before April 30, 2022, shall be eligible for reimbursement.

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

1. Costs associated with the formation of a GSA(s).
2. Costs, other than those noted above, incurred prior to the award date of this Grant.
3. Costs for preparing and filing a grant application.
4. Operation and maintenance costs, including post construction performance and monitoring costs.
5. Purchase of equipment that is not an integral part of a project.
6. Establishing a reserve fund.
7. Purchase of water supplies.

8. Monitoring and assessment costs for efforts required after project construction is complete.
9. Replacement of existing funding sources for ongoing programs.
10. For all Proposition 68 grant funds, travel and per diem costs.
11. Support of existing agency requirements and mandates (e.g., punitive regulatory agency requirement).
12. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or land purchased prior to the execution date of this Grant Agreement.
13. Overhead and indirect costs. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee; non-project-specific accounting and personnel services performed within the Grantee's organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; and, generic overhead or markup. This prohibition applies to the Grantee and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.