



4.09  
CONTRACT NO.

BUTTE COUNTY CONTRACT ADMINISTRATION  
REQUEST FOR REVENUE CONTRACT REVIEW

R 4 2 3 5 5

COUNTY OF BUTTE

To Be Completed By Submitting Department  
(A MINIMUM OF **TWO ORIGINALS & ONE COPY** OF THE CONTRACT MUST BE ATTACHED unless contract is going to the **BOARD = THREE ORIGINALS AND ONE COPY**)

Approval Authority:  Board of Supervisors  General Services

Contract Pre-Review  Contract Approval Review  Amendment Pre-Review  Amend. Approval Review

Date Submitted: 3/28/24 Dept. Contact Person: Christina Buck Phone #: 530-552-3593

Name of Contractor/Grantor/Lessee: Vina Groundwater Sustainability Agency If amendment, include original contract number:

Title of Contract: Vina GSA/WRC Sub-recip. Agr: 2024 Vina SGMA Implementation Grant

Brief Description of Provision: Subrecipient agreement between Vina GSA and WRC to conduct project & Grant management services, manage consultants & provide T/A to complete grant components

Dept. Name: Water Cost Center #: CC0035 Revenue Category: Oth. Gov. Rev. Project/Program/Grant #: None

Expected Revenue in Current Fiscal Year: \$188,564 Total Contractual Revenue: \$1,470,000

Term Begin Date: Upon Ratification Term End Date: 6/30/2026

If applicable, has request for new Revenue Account been submitted?  YES  NO If "NO", and a new account is needed, please submit a "New Account Request".

Does this contract contain ANY Federal funds, direct or indirect?  Yes  No If YES, CFDA#:

NOTE: Acceptance of grant or program funds may require compliance with laws and regulations to ensure the funds through forthcoming Audits. Signature to this page and submission of this contract by Department Head or Delegate stipulates compliance with any and all grant requirements including but not limited to regulatory compliance and availability of matching funds.

Requested Date of Approval: 4/2/2024 Requested BOS Date: 4/9/2024

When fully routed send directly to Clerk of the Board  When fully routed notify dept. contact for instructions

The undersigned hereby certifies that the attached contract compliance requirements and matching funds (if applicable) have been disclosed and acceptance of this contract and the associated revenue is in compliance with the Butte County Ordinance, the Contracts Purchasing Policy & Procedure Manual, and Butte County Fiscal Control, subject to budget Appropriation.

Kamela Loeser  
Typed or Printed Name of Dept Head or Delegate  
*Kamela Loeser*  
Signature of Department Head or Delegate  
3/29/24  
Date

FOR REVIEW RECORDS ONLY

Review	Received	Log Out	Comments or Notations	Reviewer
GS Contracts Division:	4/2/24	4/4/24	R42355; Only received here	SN
County Counsel:	4/4	4/5		BOB
Approval Authority:	4/9	4/12		BOS

4/12/24  
BUTTE COUNTY  
ADMINISTRATION  
ORVILLE, CALIFORNIA  
APR 05 2024

COUNTY OF BUTTE

**SUBRECIPIENT AGREEMENT BETWEEN THE  
VINA GROUNDWATER SUSTAINABILITY AGENCY (GSA) AND  
BUTTE COUNTY DEPARTMENT OF WATER AND RESOURCE CONSERVATION**

**TO CONDUCT PROJECT AND GRANT MANAGEMENT SERVICES, RETAIN AND MANAGE  
CONSULTANTS AND PROVIDE TECHNICAL ASSISTANCE TO COMPLETE GRANT  
COMPONENTS AND TASKS ON BEHALF OF THE VINA GSA**

**FUNDED BY  
THE SUSTAINABLE GROUNDWATER MANAGEMENT ACT (SGMA)  
IMPLEMENTATION GRANT**

THIS AGREEMENT is entered into on this 13<sup>th</sup> day of March, 2024 by and between the **Vina Groundwater Sustainability Agency**, a public agency in the State of California (herein referred to as the "Vina GSA"), and the **County of Butte**, a political subdivision of the State of California, (herein referred to as the "Subrecipient").

WHEREAS, the Vina GSA is located in the Vina Subbasin, which is identified by the state Department of Water Resources ("DWR") as a high priority basin required to be managed under SGMA.

WHEREAS, the Vina GSA was formed through a Joint Powers Agreement (JPA) between three member agencies: the City of Chico, Durham Irrigation District, and Butte County.

WHEREAS, there are two GSAs in the Vina Subbasin – the Vina GSA and the Rock Creek Reclamation District GSA (RCRD GSA). Through a Cooperation Agreement, the two GSAs prepared a joint Groundwater Sustainability Plan (GSP) and cooperate in the work of the GSAs and the management of the Vina Subbasin.

WHEREAS, together the GSAs developed and adopted a single GSP for the Vina Subbasin in December 2021. The GSP was approved by DWR through a Determination Letter on July 27, 2023.

WHEREAS, in December 2022, the Vina GSA submitted a grant application to the SGM Grant Program to fund ten components for \$5,535,000 on behalf of the GSAs and member agencies.

WHEREAS, applications were reviewed by the DWR Financial Branch and a final award list was released in September 2023 that recommended funding for the full \$5,535,000 to the Vina GSA for the work included in the grant application.

WHEREAS, the Vina GSA executed a SGMA Implementation Grant Agreement \_\_\_\_\_ (herein referred to as the "DWR Grant Agreement") with DWR on \_\_\_\_\_, 2024 to administer and implement the Vina Subbasin GSP Grant Components (Project).

WHEREAS, to administer and implement the Project, the Vina GSA has issued Request for Proposals to retain one or more contracted consultants (GSA Consultants) to conduct the technical work and complete the deliverables of the Project.

WHEREAS, the Vina GSA wishes to engage the Subrecipient to conduct grant and project management services, retain and manage consultants, and provide technical assistance to complete deliverables of the Project consistent with the Work Plan in Exhibit A.

WHEREAS, as a member agency responsible for developing policy and implementing projects related to water and resource conservation within Butte County, the Subrecipient has specialized knowledge and project management experience that shall assist in the successful implementation of Components 1, 2, 4, 5, 6, and 7, and the Vina GSA wishes to further augment its capacity to successfully complete the deliverables of these six components.

NOW, THEREFORE, it is agreed between the parties hereto that:

**1. PURPOSE**

Subrecipient shall provide the following services on behalf of the Vina GSA to assist in the implementation of six components of the Project:

Component 1, Grant Administration. Subrecipient shall provide grant and project management services consistent with the Work Plan described in Exhibit A and in keeping with all provisions of the DWR Grant Agreement included herein in Exhibit D on behalf of the GSA.

Component 2, GSP Updates, Data Gaps, and Outreach. Subrecipient shall provide grant and project management services and provide technical assistance and subject matter expertise consistent with the Work Plan described in Exhibit A.

Component 4, Lindo Channel Surface Water Recharge Implementation. Subrecipient shall provide limited grant and project management services consistent with the Work Plan described in Exhibit A.

Component 5, Surface Water Supply and Recharge Feasibility Study. Subrecipient shall provide grant and project management services and retain and manage consultants to complete deliverables consistent with the Work Plan described in Exhibit A.

Component 6, Interbasin Coordination, Modeling, and Reporting. Subrecipient shall provide grant and project management services, retain and manage consultants, and provide technical assistance to complete deliverables consistent with the Work Plan described in Exhibit A.

Component 7, Outreach Program. Subrecipient shall provide grant and project management services and retain and manage consultants to complete deliverables consistent with the Work Plan described in Exhibit A.

**2. TERM OF SUBRECIPIENT AGREEMENT**

The term of this Agreement shall begin on October 4, 2022, and end on April 15, 2026, or when the Parties' obligations under this agreement are fully satisfied, whichever occurs earlier.

**3. AMOUNT**

The Vina GSA shall reimburse Subrecipient not more than \$1,470,000 for professional services rendered in association with the terms of this agreement. Any additional costs are the responsibility of the Subrecipient.

#### **4. BASIC CONDITIONS**

The Vina GSA shall have no obligation to disburse money for the Project under this Agreement until the Subrecipient has satisfied the following conditions:

- a. **Documentation**: For the term of this Agreement, the Subrecipient submits Invoice Progress Reports, associated monthly invoices, and all invoice backup documentation by deadlines specified on the Deliverable Due Date Schedule to be provided by the Vina GSA within 60 days of the execution of this agreement and all other deliverables as required by Paragraph 11, "Submission of Reports" and Exhibit A, "Work Plan".
- b. **Levels of Accomplishment**: Goals and Performance Measures: Subrecipient agrees to provide the levels of program services as detailed above under Purpose and in Exhibit A, Work Plan. Subrecipient agrees to furnish its services, to exert reasonable efforts, and to exercise the highest degree of professional skill and competence in working with project partners to perform duties that will benefit the water management capabilities of disadvantaged communities and/or Tribes.
- c. **Performance Monitoring**: The Vina GSA will monitor the performance of Subrecipient against goals and performance standards stated above. Substandard performance as determined by the Vina GSA will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by Subrecipient within ninety (90) days after being notified by the Vina GSA, contract suspension or termination procedures shall be initiated.
- d. **Compliance with Standard Conditions**: Subrecipient must adhere to all applicable standard conditions stated in DWR Grant Agreement between the Vina GSA and DWR, as contained herein in Exhibit D. Violation of any of the terms may result in the contract suspension or termination of this Agreement between the Vina GSA and Subrecipient.

#### **5. DISBURSEMENT OF FUNDS**

Vina GSA will disburse to the Subrecipient the amount approved, subject to the availability of funds. The availability of funds may be subject to the approval of progress reports and invoice approval from DWR under the DWR Grant Agreement. Notwithstanding any other provision of this 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.

#### **6. ELIGIBLE PROJECT COST**

The Subrecipient shall apply funds received from the Vina GSA 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 project management activities, studies,

engineering, design, land and easement acquisition, and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Work performed on the Project after October 4, 2022 shall be eligible for reimbursement.

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

- a. Costs for preparing and filing a grant application and/or spending plan.
- b. Costs associated with the formation of a GSA(s) or other board formation that is responsible for implementing SGMA.
- c. Purchase of equipment not an integral part of a project.
- d. Establishing a reserve fund.
- e. Replacement of existing funding sources.
- f. Travel and per diem costs, except for mileage.
- g. Meals, food items, or refreshments.
- h. Overhead and indirect costs: "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Subrecipient; non-project-specific accounting and personnel services performed within the Subrecipient's organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; forums, trainings, and seminars; and, generic overhead or markup. This prohibition applies to the Subrecipient and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.

## **7. METHOD OF PAYMENT**

After the disbursement requirements in Paragraph 4, "Basic Conditions" are met, the Vina GSA will disburse the whole or portions of funding to the Subrecipient, following receipt from the Subrecipient via US mail or electronic mail delivery of an invoice for costs incurred and approval of costs by DWR under the terms of the DWR Grant Agreement. Payment will be made no more frequently than quarterly, in arrears, upon receipt of an invoice bearing the Agreement number. An Invoice Progress Report shall accompany the submitted invoice and shall outline the work performed for each task during the invoice period. Invoices shall be submitted consistent with the Deliverable Due Date Schedule. The Vina GSA will notify the Subrecipient, in a timely manner, whenever, upon review of an Invoice, the Vina GSA determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable. The Subrecipient may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the Vina GSA to cure such deficiency(ies). If the Subrecipient fails to submit adequate

documentation curing the deficiency(ies), the Vina GSA will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Subrecipient shall include the following information:

- a. Costs incurred for work performed in implementing the Work Plan during the period identified in the particular invoice. If backup documentation provided is outside of the period identified in the particular invoice, the Subrecipient must provide justification within the associated Invoice Progress Report.
- b. Invoices shall meet the following format requirements:
  - i. Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
  - ii. Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B, "Budget." The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
  - iii. One set of sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
  - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the Vina GSA's funding amount, as depicted in Paragraph 3, "Amount."
  - v. Signature and date of the Subrecipient's Project Representative.

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

#### **8. WITHHOLDING OF DISBURSEMENTS BY THE VINA GSA**

If the Vina GSA determines that a project is not being implemented in accordance with the provisions of this Agreement, or that the Subrecipient has failed in any other respect to comply with the provisions of this Agreement, and if the Subrecipient does not remedy any such failure to the Vina GSA's satisfaction, the Vina GSA may withhold from the Subrecipient all or any portion of the Vina GSA funding and take any other action that it deems necessary to protect its interests. Where a portion of the Vina GSA funding has been disbursed to the Subrecipient and the Vina GSA notifies the Subrecipient of its decision not to release funds that have been withheld pursuant to Paragraph 9, "Default Provisions," the portion of any funds disbursed but not released shall thereafter be repaid immediately at the time the Vina GSA notifies the Subrecipient, as directed by the Vina GSA. The Vina GSA may consider the Subrecipient's refusal to repay the requested disbursed amount a contract

breach subject to the default provisions in Paragraph 9. If the Vina GSA notifies the Subrecipient of its decision to withhold the entire funding amount from the Subrecipient pursuant to this Paragraph, this Agreement shall terminate upon receipt of such notice by the Subrecipient, and the Vina GSA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

## **9. DEFAULT PROVISIONS**

The Subrecipient shall be in default under this Agreement if any of the following occur:

1. Substantial breaches of this Agreement, or any supplement or amendment to it, or any other agreement between the Subrecipient and the Vina GSA evidencing or securing the Subrecipient's obligations.
2. Making any false warranty, representation, or statement with respect to this Agreement or the application filed to obtain this Agreement.
3. Failure to operate or maintain the Project in accordance with this Agreement.
4. Failure to provide required submissions pursuant to this Agreement, including any submission or documentation requested as a result of an audit conducted pursuant to Section 7.
5. Failure to submit invoice progress reports pursuant to Paragraph 4.
6. Failure to routinely invoice the Vina GSA pursuant to Paragraph 7.
7. Failure to meet any of the requirements set forth in Paragraph 10, "Continuing Eligibility."
8. A determination pursuant to Government Code section 11137 that the Subrecipient has violated any of the following: Government Code sections 11135 or 12960 et seq.; Civil Code sections 51-54.2, inclusive; or any regulations adopted to implement these sections.

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

- a. Terminate any obligation to make future payments to the Subrecipient.
- b. Terminate the Agreement.
- c. Take any other action that it deems necessary to protect its interests.

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

## **10. CONTINUING ELIGIBILITY**

On March 4, 2022, the Governor issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. The EO may be found at: <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under State law. The EO directs DWR to terminate funding agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the Vina GSA determine that the Subrecipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The Vina GSA shall provide the Subrecipient advance written notice of such termination, allowing the Subrecipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the Vina GSA.

## **11. NOTIFICATION OF VINA GSA**

The Subrecipient shall promptly notify the Vina GSA, in writing, of the following items:

- a. Events or proposed changes that could affect the scope, budget, or work performed under this Agreement. The Subrecipient agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the Vina GSA and the Vina GSA has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
- b. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by the Vina GSA's representatives. The Subrecipient shall make such notification at least fifteen (15) calendar days prior to the event.
- c. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Subrecipient agrees that all work in the area of the find will cease until the Vina GSA has determined what actions should be taken to protect and preserve the resource.
- d. The initiation of any litigation or the threat of litigation against the Subrecipient regarding the Project or that may affect the Project in any way.

## **12. NOTICES**

Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Agreement shall be in writing. Notices may be transmitted by any of the following means:

- a. By delivery in person.
- b. By certified U.S. mail, return receipt requested, postage prepaid.



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

**13. PROJECT REPRESENTATIVES**

The Project Representatives during the term of this Agreement are as follows:

Butte County Department of Water and  
Resources Conservation  
Christina Buck  
Asst. Director, Butte County  
308 Nelson Ave.  
Oroville, CA 95965  
Phone: (530) 552-3595  
Email: cbuck@buttecounty.net

Vina Groundwater Sustainability Agency  
  
Dillon Raney  
GSA Program Manager  
308 Nelson Ave.  
Oroville, CA 95965  
Phone: (530) 552-3595  
Email: draney@buttecounty.net

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

**14. STANDARD PROVISIONS AND INTEGRATION**

This Subrecipient Agreement is complete and is the final Agreement between the parties.

The following Exhibits are attached and made a part of this Agreement by this reference:

- Exhibit A – Work Plan
- Exhibit B – Budget
- Exhibit C – Schedule
- Exhibit D – DWR Grant Agreement

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

SUBRECIPIENT  
BUTTE COUNTY DEPARTMENT OF  
WATER AND RESOURCE CONSERVATION

VINA GROUNDWATER SUSTAINABILITY  
AGENCY

  
\_\_\_\_\_  
Todd Kimmelshue  
Chair, Board of Supervisors      Date

      3/18/24  
\_\_\_\_\_  
Chair, Vina GSA      Date  
Evan Tuchinsky

REVIEWED FOR CONTRACT POLICY  
COMPLIANCE  
General Services Contracts Division

Approved as to Legal Form and Sufficiency

By  4/4/24  
\_\_\_\_\_

\_\_\_\_\_  
Valerie Kincaid  
Vina GSA Legal Counsel

APPROVED AS TO FORM  
BRAD J. STEPHENS  
BUTTE COUNTY COUNSEL

By  4/4/24  
\_\_\_\_\_

## EXHIBIT A

### WORK PLAN

Subrecipient shall provide grant and project management services, retain and manage consultants, and provide technical assistance to complete Component tasks as described in this Work Plan.

#### COMPONENT 1: GRANT ADMINISTRATION

##### Category (a): Grant Agreement Administration

On behalf of the Vina GSA, Subrecipient shall develop contracts and subrecipient agreements, run procurements, and maintain the project record of documents and files generated by GSA Consultant(s), Subrecipients, or other partnering entities involved with all Components.

Subrecipient shall:

- Prepare reports detailing work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of [DWR Grant Agreement](#) (Exhibit D of this Agreement). Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports and should be submitted to the DWR Grant Manager for review to receive reimbursement of Eligible Project Costs. Collect and organize backup documentation by component, budget category, and task and prepare a summary Excel document detailing contents of the backup documentation organized by component, budget category, and task.
- Prepare and submit the Environmental Information Form (EIF) within 30 days of the execution date of the [DWR Grant Agreement](#). No invoices will be reviewed or processed by Grantee until the EIF has been received by the DWR Grant Manager. Submit a deliverable due date schedule within 30 days of the execution date of the [DWR Grant Agreement](#) to be reviewed and approved by the DWR Grant Manager. Any edits to the schedule must be approved by the DWR Grant Manager and the revised schedule saved in the appropriate project files.
- Prepare the Draft Grant Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the work completion date. DWR's Grant Manager will review the Draft Grant Completion Report and provide comments and edits within 30 days of receipt, when possible. Submit a Final Grant Completion Report addressing the DWR Grant Manager's comments prior to the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the work completion date. All deliverables listed within the Work Plan shall be submitted with the Final Grant Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

##### Deliverables:

1. EIF
2. Deliverable due date schedule
3. Quarterly Progress Reports, Quarterly Invoices, and all required backup documentation for the following Components as described in Exhibit D.

Component 2: GSP Updates, Data Gaps, and Outreach

SUBRECIPIENT  
BUTTE COUNTY DEPARTMENT OF  
WATER AND RESOURCE CONSERVATION

VINA GROUNDWATER SUSTAINABILITY  
AGENCY


\_\_\_\_\_  
Tod Kimmelshue  
Chair, Board of Supervisors      Date

 3/19/24  
\_\_\_\_\_  
Chair, Vina GSA      Date

REVIEWED FOR CONTRACT POLICY  
COMPLIANCE  
General Services Contracts Division

Approved as to Legal Form and Sufficiency

By \_\_\_\_\_

  
\_\_\_\_\_  
Valerie Kincaid  
Vina GSA Legal Counsel

APPROVED AS TO FORM  
BRAD J. STEPHENS  
BUTTE COUNTY COUNSEL

By \_\_\_\_\_

- Component 4: Lindo Channel Surface Water Recharge
- Component 5: Surface Water Supply and Recharge Feasibility Study
- Component 6: Inter-basin Coordination, Modeling and Reporting
- Component 7: Outreach Program

4. Draft and Final Component Completion Reports for Components 1,2,4,5,6 and 7
5. Draft and Final Grant Completion Reports
6. Submission of all required grant reporting documentation to DWR

#### **COMPONENT 2: GSP UPDATES, DATA GAPS, AND OUTREACH**

Technical work of Component 2 will be completed by GSA Consultants. Subrecipient shall manage the project to meet the reporting requirements of the grant and ensure all deliverables specified in the Grant Agreement in Exhibit D are completed by GSA Consultant and submitted to DWR.

#### **Category (d): Monitoring / Assessment**

Subrecipient shall provide technical input and subject matter expertise to support the technical work of the GSA Consultant for the following tasks:

- Task 4: Response to DWR GSP Determination
- Task 5: Draft Periodic Evaluation of the GSP
- Task 6: Gather, Evaluate Data, and Develop Approach for Interconnected Surface Water Sustainable Management Criteria
- Task 7: Domestic Well Survey
- Task 8: Create Community Monitoring Plan and Equip Volunteer Wells with Monitoring Equipment
- Task 9: Community Monitoring and Dry Well Data and Visualization

Subrecipient shall facilitate meetings between stakeholders, project advisors, and the GSA Consultant team to support planning and implementation and shall review draft documentation and provide direction to GSA Consultant team.

#### Deliverables:

1. Provide written comments on draft GSP Amendments (Task 4)
2. Provide written comments to GSA Consultant on Draft Periodic Evaluation document (Task 5)
3. Provide written comments to GSA Consultant on Task 6 Technical Memo

#### **COMPONENT 4: LINDO CHANNEL SURFACE WATER RECHARGE IMPLEMENTATION**

Technical work of Component 2 will be completed by GSA Consultants. Subrecipient shall manage the project to meet the reporting requirements of the grant and ensure all deliverables specified in the Grant Agreement in Exhibit D are completed by GSA Consultant and submitted to DWR.

## **COMPONENT 5: Surface Water Supply and Recharge Feasibility Study**

Component 5, Agricultural Surface Water Supplies Feasibility Analysis, focuses on assessing the feasibility of potential water sources and required infrastructure to expand the use of surface water use for irrigation in the Vina Subbasin. Component 5 also consists of performance of a feasibility analysis to design and implement a phased groundwater recharge plan that considers previous studies and efforts to determine the most efficient and effective path forward to increase recharge in the Vina subbasin.

### **Category (a): Component Administration**

Subrecipient shall provide grant management services, retain and manage consultants, and provide technical assistance to ensure deliverables for the following Tasks are completed and submitted to DWR as specified in Exhibit D:

- Task 1: Water Supply Project Feasibility Analysis
- Task 2: Recharge Project Identification and Feasibility Analysis
- Task 3: Groundwater Recharge Investigation and Implementation

Task 4: Legal Implications of Recharge Analysis will be contracted, managed, and completed by the GSA.

#### Deliverables:

1. Component reporting to be included in Quarterly Progress Reports and Invoices
2. Draft and Final Component Completion Reports

### **Category (b): Environmental / Engineering / Design**

Subrecipient shall retain and manage consultants to complete the following work:

#### Task 1: Water Supply Project Feasibility Analysis

- Develop a conceptual water supply projects list and perform initial screening by conducting a fatal flaws analysis. Select two most promising projects in consultation with interested parties and GSAs.
- Identify and evaluate water conveyance and place of use options, environmental concerns, financing options, and water rights concerns. Develop reconnaissance-level project designs and cost estimates. Quantify cost-benefit ratio of projects in terms of dollars per acre-foot (\$/AF). Develop feasibility report for two projects analyzed.

#### Deliverables:

1. Summary of all projects considered
2. Feasibility Analysis report

#### Task 2: Recharge Project Identification and Feasibility Analysis

- Obtain information from stakeholders regarding potential recharge projects that could be completed within the short term.
- Review proposed projects within the Vina Subbasin GSP and existing studies.
- Review the results of the airborne electromagnetic (AEM) survey conducted in the Subbasin.

- Conduct site visits and outreach with project proponents, landowners, and relevant water purveyors to gather additional details, discuss feasibility for conducting recharge.
- Conduct a cost-benefit analysis that assesses access to water supplies, water rights, conveyance, costs, reliability, average recharge potential (acre-feet), geographical zones of benefit, and beneficiaries of groundwater recharge, monitoring costs, and operation and maintenance costs.

Deliverables:

1. Technical Memo

Task 3: Groundwater Recharge Investigation and Implementation

- Investigate groundwater recharge performance to identify the groundwater recharge potential at selected site from feasibility analysis.
- Perform field tests that may include a towed electromagnetic system (tTEM) or equivalent geophysical method survey, cone penetrating tests (CPT), exploratory borings, and collection of groundwater and soil samples for physical and chemical testing.
- Implement groundwater recharge pilot project, if feasible.

Deliverables:

1. Groundwater Recharge Investigation Report
2. Pilot Project Implementation Report

**Category (e): Engagement / Outreach**

Subrecipient shall retain and manage consultants to complete the following work:

Task 5: Project Outreach and Coordination

- Plan and facilitate project feasibility meetings for identified recharge and water supply projects.
- Develop education and outreach materials to educate regional and county decision makers and the public about the objectives, progress, and results of the groundwater recharge assessments and designs and water supply projects.

Deliverables:

1. Outreach materials
2. Meeting agendas

**COMPONENT 6: Inter-basin Coordination, Modeling and Reporting**

Component 6 includes the development of a funding plan, the preparation of annual reports, technical analysis of GSPs along the Sacramento River Corridor to support Inter-basin Coordination, and integrated-groundwater surface water modeling work.

**Category (a): Component Administration**

Subrecipient shall provide grant management services, retain and manage consultants, and provide technical assistance to ensure deliverables for the following Tasks are completed and submitted to DWR.

Task 2: Prepare Annual Reports

Task 3: Inter-basin Coordination - Conducting Joint Analysis and Evaluation of GSPs

Task 4: Integrated Groundwater-Surface Water Modeling to support GSP Amendments and PMA implementation

Task 1: Conduct a Fee Study for Long-term Financing of the Vina GSA will be contracted, managed, and completed by the GSA.

Deliverables:

1. Component reporting to be included in Quarterly Progress Reports and Invoices
2. Draft and Final Component Completion Reports

**Category (d): Monitoring / Assessment**

Subrecipient shall provide grant management services, retain and manage consultants, and provide technical assistance to complete the following work:

Task 2: Prepare Annual Reports

- Prepare four (4) annual reports, as required by DWR, during the life of the grant, consisting of the following sections: Executive Summary, Introduction, Updated Groundwater Conditions, Water Supply and Use, and Plan Implementation Status.

Deliverables:

1. Annual Reports for Water Years 2022, 2023, 2024, and 2025

Task 3: Inter-basin Coordination - Conducting Joint Analysis and Evaluation of GSPs

- Evaluate and compare contents of GSPs in the North Sacramento River Corridor region with a focus on establishing a common understanding of basin conditions at boundaries.
- Identify significant differences, uncertainties, and potential issues of concern related to groundwater interaction at the boundaries.
- Engage in analysis and evaluation of SMCs between GSPs to identify significant differences and possible impacts between subbasins that could potentially lead to undesirable results.

Deliverables:

1. Technical Memo

Task 4: Integrated Groundwater-Surface Water Modeling to support GSP Amendments and PMA implementation

- Activities may include updating the Butte Basin Groundwater Model (BBGM) aquifer parameter values and refine the calibration using new data to better represent the aquifer's water budget, to improve understanding of the hydrogeology, inform future refinements to the hydrogeologic conceptual model, help identify potential areas for recharge, or quantify benefits of potential implementation projects.
- Plan to incorporate data from DWR's Airborne Electromagnetic surveys to integrate basin-specific and cross-basin geophysical data. Improve model boundary conditions.
- Address potential model limitations identified in the GSP including the need for additional hydrogeological conceptualization and incorporating future data into model calibration.



- Use of other existing modeling tools may also be warranted such as C2VSIM-FG or SVSIM.

Deliverables:

1. Technical Memo

**COMPONENT 7: Outreach Program**

Component 7 will support an Outreach Program by the GSA to communicate subbasin conditions, GSP development and implementation, and to create education and outreach materials that support and encourage public engagement in all other Components.

**Category (e): Outreach and Education Program**

Subrecipient shall provide grant and project management services and retain and manage consultants to complete the following work:

Outreach and Education Program

- Perform stakeholder outreach and engagement through development of hard copy and virtual materials to communicate efforts to amend the GSP, fill data gaps and develop projects and management actions.
- Conduct workshops and working group meetings to gain public input. This may include meetings of the Vina Stakeholder Advisory Committee, the GSA Board, public workshops and dissemination of information electronically or in hard copy form, as appropriate.

Deliverables:

1. Meeting agendas
2. Outreach materials

**EXHIBIT B**

**BUDGET**

Components	Department Staff	Consultants / Contingency	Total
<b>Component 1: Grant Administration</b>			
(a) Grant/Component Administration	\$ 200,000	\$ -	\$ 200,000
<b>Totals</b>	<b>\$ 200,000</b>	<b>\$ -</b>	<b>\$ 200,000</b>
<b>Component 2: GSP Updates, Data Gaps, and Outreach</b>			
(d) Monitoring / Assessment	\$ 100,000	\$ -	\$ 100,000
<b>Totals</b>	<b>\$ 100,000</b>	<b>\$ -</b>	<b>\$ 100,000</b>
<b>Component 5: Surface Water Supply and Recharge Feasibility Study</b>			
(a) Administration and Management	\$ 25,000	\$ -	\$ 25,000
(b) Water Supply Project Feasibility Analysis			
(b) Recharge Project Identification and Feasibility Analysis	\$ -	\$ 575,000	\$ 575,000
(b) Groundwater Recharge Investigation and Implementation			
(e) Project Outreach and Coordination	\$ -	\$ 25,000	\$ 25,000
<b>Totals</b>	<b>\$ 25,000</b>	<b>\$ 600,000</b>	<b>\$ 625,000</b>
<b>Component 6: Interbasin Coordination, Modeling and Reporting</b>			
(d) Prepare Annual Reports (2022, 2023, 2024, 2025)	\$ 20,000	\$ 140,000	\$ 160,000
(d) Inter-basin Coordination - Conducting Joint Analysis and Evaluation of GSPs	\$ -	\$ 190,000	\$ 190,000
(d) Integrated Groundwater-Surface Water Modeling to support GSP Amendments and PMA implementation	\$ -	\$ 50,000	\$ 50,000
<b>Totals</b>	<b>\$ 20,000</b>	<b>\$ 380,000</b>	<b>\$ 400,000</b>
<b>Component 7: Outreach Program</b>			
(e) Outreach and Education Program	\$ -	\$ 145,000	\$ 145,000
<b>Totals</b>	<b>\$ -</b>	<b>\$ 145,000</b>	<b>\$ 145,000</b>
<b>Totals</b>	<b>\$ 345,000</b>	<b>\$ 1,125,000</b>	<b>\$ 1,470,000</b>

Any indirect costs charged shall be consistent with the conditions of Paragraph 6 (h) of this Agreement. Any amendments to the budget shall be approved in writing by both the Vina GSA and the Subrecipient.

**EXHIBIT C**

**SCHEDULE**

<b>Categories</b>	<b>Start Date<sup>1</sup></b>	<b>End Date<sup>1</sup></b>
<b>Component 1: Grant Administration</b>	<b>10/4/2022</b>	<b>04/15/2026</b>
(a) Grant Agreement Administration	10/4/2022	04/15/2026
<b>Component 2: GSP Updates, Data Gaps, and Outreach</b>	<b>10/4/2022</b>	<b>4/15/2026</b>
(a) Grant Agreement Administration	N/A	N/A
(b) Environmental / Engineering / Design	N/A	N/A
(c) Implementation / Construction	N/A	N/A
(d) Monitoring / Assessment	<b>10/4/2022</b>	4/15/2026
(e) Education / Outreach	N/A	N/A
(a) Grant Agreement Administration	N/A	N/A
<b>Component 5: Surface Water Supply and Recharge Feasibility Study</b>	<b>10/4/2022</b>	<b>4/15/2026</b>
(a) Grant Agreement Administration	<b>10/4/2022</b>	4/15/2026
(b) Environmental / Engineering / Design	N/A	N/A
(c) Implementation / Construction	N/A	N/A
(d) Monitoring / Assessment	N/A	N/A
(e) Education / Outreach	N/A	N/A
<b>Component 6: Inter-basin Coordination, Modeling and Reporting</b>	<b>10/4/2022</b>	<b>4/15/2026</b>
(a) Grant Agreement Administration	N/A	N/A
(b) Environmental / Engineering / Design	N/A	N/A
(c) Implementation / Construction	N/A	N/A
(d) Monitoring / Assessment	<b>10/4/2022</b>	4/15/2026
(e) Education / Outreach	N/A	N/A

**NOTES:**

<sup>1</sup> Exhibit C Schedule only dictates the work start date and the work end date for the Budget Category listed. The Subrecipient must adhere to the Deliverable Due Date Schedule that has been approved by the Vina GSA Grant Manager. The dates listed in Exhibit C Schedule are date ranges that correlates to the Deliverable Due Date Schedule. Eligible costs for each line item will only be approved if the work completed falls within the date ranges listed in Exhibit C.

**EXHIBIT D**

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA  
(DEPARTMENT OF WATER RESOURCES) AND  
VINA GROUNDWATER SUSTAINABILITY AGENCY**

**AGREEMENT NUMBER < \_\_\_\_\_ >**

**SUSTAINABLE GROUNDWATER MANAGEMENT ACT (SGMA) IMPLEMENTATION GRANT**

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or "DWR," and the Vina Groundwater Sustainability Agency, 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 Budget Acts of 2021 and 2022 (Stats. 2021, ch. 240, § 80; Stats. 2022, ch. 43, § 2), and Public Resources Code section 80146 et seq. (Proposition 68) to the Grantee to assist in financing the Vina Subbasin GSP Projects and Management Actions Implementation (Project). By executing this Agreement, the Grantee certifies that the purpose of the Project is to implement SGMA as outlined in the Grantee's Groundwater Sustainability Plan (GSP) or Alternative to a GSP. The provision of State funds pursuant to this Agreement shall not be construed or interpreted to mean that the GSP or Alternative to 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 DWR as required by the SGMA and implementing regulations.
2. **TERM OF GRANT AGREEMENT.** The term of this Grant Agreement begins on JANUARY 1, 2024, and ends three (3) years following the final payment unless otherwise terminated or amended as provided in this Agreement. However, all work shall be completed by MARCH 31, 2026, and no funds may be requested after APRIL 15, 2026.
3. **GRANT AMOUNT.** The maximum amount payable by the State under this Agreement shall not exceed \$5,535,000. Any additional costs are the responsibility of the Grantee.
4. **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:
  - A. The Grantee must demonstrate compliance with all eligibility criteria set forth on Pages 7 through 13 of the *SGM Grant Program 2021 Guidelines, amended April 2023* (2021 Guidelines).
  - B. For the term of this Grant Agreement, the Grantee submits Quarterly Progress Reports, associated quarterly invoices, and all invoice backup documentation no later than sixty (60) days following the end of the calendar quarter (e.g., submitted by May 30<sup>th</sup>, August 29<sup>th</sup>, November 29<sup>th</sup>, and February 28<sup>th</sup>) and all other deliverables as required by Paragraph 11, "Submission of Reports" and Exhibit A, "Work Plan."
  - C. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State:

- i. Final plans and specifications certified by a California Registered Civil Engineer (or equivalent registered professional as appropriate) to certify compliance for each approved project as listed in Exhibit A, "Work Plan" of this Grant Agreement.
- ii. Work that is subject to the California Environmental Quality Act (CEQA) process and/or environmental permitting shall not proceed under this Grant Agreement until the following actions are performed:
  - a. The Grantee submits to the State all applicable environmental permits as indicated on the Environmental Information Form (EIF) to the State,
  - b. Documents that satisfy the CEQA process are received by the State,
  - c. The State has completed its CEQA compliance review as a Responsible Agency, and
  - d. 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 the 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 (NEPA) by submitting copies of any environmental documents, including environmental impact statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/implementation.

- iii. A monitoring plan as required by Paragraph 13, "Project Monitoring Plan Requirements."

- 5. 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.
- 6. ELIGIBLE PROJECT COST. The Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget." Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Work performed on the Project after OCTOBER 4, 2022, shall be eligible for reimbursement.

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

- A. Costs for preparing and filing a grant application and/or spending plan.

- B. Costs associated with the formation of a GSA(s) or other board formation that is responsible for implementing SGMA.
  - C. Operation and maintenance costs, including post-construction performance and monitoring costs.
  - D. Purchase of equipment that is not an integral part of a project.
  - E. Establishing a reserve fund.
  - F. Purchase of water supplies.
  - G. Replacement of existing funding sources.
  - H. Travel and per diem costs, except for mileage.
  - I. Support of existing agency requirements and mandates.
  - J. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or acquisition of land by eminent domain.
  - K. Meals, food items, or refreshments.
  - L. Costs incurred as part of any necessary response and cleanup activities required under the Comprehensive Environmental Response, Compensation, and Liability Act; Resource Conservation and Recovery Act; Hazardous Substances Account Act; or other applicable law.
  - M. 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; forums, training, and seminars; 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.
7. METHOD OF PAYMENT. After the disbursement requirements in Paragraph 4, "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 or an electronic invoice certified and transmitted via DocuSign for costs incurred and timely Quarterly Progress Reports as required by Paragraph 11, "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 no later than sixty (60) days following the end of the calendar quarter (e.g., submitted by May 30<sup>th</sup>, August 29<sup>th</sup>, November 29<sup>th</sup>, and February 28<sup>th</sup>). 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 are not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Grantee shall include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice. If backup documentation provided is outside of the period identified in the particular invoice, the Grantee must provide justification within the associated Quarterly Progress Report and note the discrepancy on the Invoice Submittal Summary Sheet.
- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.
- C. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:
  - i. Invoices must contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered and the total amount due.
  - ii. Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B, "Budget." The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
  - iii. One set of sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
  - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Grant Amount."

Original signature and date (in ink) of the Grantee's Project Representative. Submit the original "wet signature" copy of the invoice form to the following address: Michael Parker at P.O. Box 942836, Sacramento, CA 94236-0001 or an electronic signature certified and transmitted via DocuSign from authorized representative to michael.parker@water.ca.gov. All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs/cost share). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 487-489.)

8. **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 9, "Default Provisions," the portion that has been disbursed shall thereafter be repaid immediately 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 9. 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.

9. **DEFAULT PROVISIONS.** The Grantee will be in default under this Grant Agreement if any of the following occur:
- A. Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between the Grantee and the State evidencing or securing the Grantee's obligations;
    - i. Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement;
    - ii. Failure to operate or maintain the Project in accordance with this Grant Agreement.
    - iii. Failure to make any remittance required by this Grant Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.5.
    - iv. Failure to submit quarterly progress reports pursuant to Paragraph 4.
    - v. Failure to routinely invoice the State pursuant to Paragraph 7.
    - vi. Failure to meet any of the requirements set forth in Paragraph 10, "Continuing Eligibility."
    - vii. A determination pursuant to Government Code section 11137 that the Grantee has violated any of the following: Government Code sections 11135 or 12960 et seq.; Civil Code sections 51-54.2, inclusive; or any regulations adopted to implement these sections.
  - B. Should an event of default occur, the State shall provide a notice of default to the Grantee and shall give the Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, the State may do any of the following:
    - A. Declare the funding be immediately repaid, with interest, which shall be equal to the State of California general obligation bond interest rate in effect at the time of default.
    - B. Terminate any obligation to make future payments to the Grantee.
    - C. Terminate the Grant Agreement.
    - D. Take any other action that it deems necessary to protect its interests.

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



10. **CONTINUING ELIGIBILITY.** The Grantee must meet the following ongoing requirement(s) and all eligibility criteria outlined in the 2021 Guidelines, amended April 2023, to remain eligible to receive State funds:
- A. The Grantee must continue to demonstrate eligibility and the groundwater basin must continue to be an eligible basin as outlined in the 2021 Guidelines, amended April 2023, and 2021 PSP.
  - B. Grantee must adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406) for data sharing, transparency, documentation, and quality control.
  - C. If the Grantee diverts surface water, the Grantee must maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et seq.
  - D. If applicable, maintain compliance with the Urban Water Management Planning Act (Wat. Code, § 10610 et seq.).
  - E. If applicable, maintain compliance with Sustainable Water Use and Demand Reduction requirements outlined in Water Code Section 10608, et seq.
  - F. On March 4, 2022, the Governor issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. The EO may be found at: <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under State law. The EO directs DWR to terminate funding agreements with and to refrain from entering any new agreements with individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that the Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.
11. **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 Grant Manager and shall be submitted via DWR's "Grant Review and Tracking System" (GRanTS) or an equivalent online submittal tool. If requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F, "Report Formats and Requirements." The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State, of a Project Completion Report is a requirement for the release of any funds retained for such project.
- A. **Quarterly Progress Reports:** The Grantee shall submit Quarterly Progress Reports to meet the State's requirement for disbursement of funds. Quarterly Progress Reports shall be uploaded via GRanTS or an equivalent online submittal tool, and the State's Grant Manager will be notified of the upload. Quarterly Progress Reports shall, in part, provide a brief description of the work performed, the Grantee's activities, milestones achieved, any accomplishments, and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Quarterly

Progress Report should be submitted to the State no later than APRIL 30, 2024, with future reports then due on successive three-month increments based on the invoicing schedule and this date. The DWR Grant Manager will provide a Quarterly Progress Report template that shall be used for the duration of the Agreement.

- B. Groundwater Sustainability Plan or Alternative: The Grantee shall ensure that any updates to the GSP or Alternative 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.
  - C. Component Completion Report(s): The Grantee shall prepare and submit to the State a separate Component Completion Report for each component included in Exhibit A, "Work Plan." The Grantee shall submit a Component Completion Report within ninety (90) calendar days of component completion. Each Component Completion Report shall include, in part, a description of actual work done, any changes or amendments to each component, and a final schedule showing actual progress versus planned progress, copies of any final documents or reports generated or utilized during a project. The Component Completion Report shall also include, if applicable, certification of the final component by a California Registered Civil Engineer (or equivalent registered professional as appropriate), consistent with Standard Condition D.18, "Final Inspections and Certification of Registered Civil Engineer." A DWR "Certification of Project Completion" form will be provided by the State.
  - D. Grant Completion Report: Upon completion of the Project included in Exhibit A, "Work Plan" the Grantee shall submit to the State a Grant Completion Report. The draft Grant Completion Report shall be submitted to the DWR Grant Manager for comment and review 90 days before the work completion date outlined on Page 1, Paragraph 2. The final Grant Completion Report shall address the DWR Grant Manager's comments prior to the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements". Retention for the project to be completed as part of this Grant Agreement will not be disbursed until the Grant Completion Report is submitted and approved by the State.
  - E. Post Performance Reports: The Grantee shall submit Post Performance Reports. 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 completed project begins operation.
  - F. Deliverable Due Date Schedule: The Grantee shall submit a Deliverable Due Date Schedule within 30 days of the execution date of the Grant Agreement. No invoices will be reviewed or processed until the Deliverable Due Date Schedule has been received by the DWR Grant Manager. Any edits to the schedule must be approved by the DWR Grant Manager, and the revised schedule saved in the appropriate project files.
  - G. Environmental Information Form (EIF): Prepare and submit the EIF within 30 days of the execution date of the Grant Agreement. No invoices will be reviewed or processed until the EIF has been received by the DWR Grant Manager.
12. OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by the State, the Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the

efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. The Grantee or their successors may, with the written approval of the State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of 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 9, "Default Provisions."

13. PROJECT MONITORING PLAN REQUIREMENTS. As required in Exhibit A, "Work Plan," a Monitoring Plan shall be submitted to the State prior to the disbursement of State funds for construction or monitoring activities. The Monitoring Plan should incorporate Post Performance Monitoring Report requirements as defined and listed in Exhibit J, "Monitoring and Maintenance Plan Components". The SGM Grant Program has developed post construction monitoring methodologies that shall be used for the Post Performance Reporting.
14. NOTIFICATION OF STATE. The Grantee shall promptly notify the State, in writing, of the following items:
  - A. Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
  - B. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by the State's representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.
  - C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding the preservation of the resource and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.
  - D. The initiation of any litigation or the threat of litigation against the Grantee regarding the Project or that may affect the Project in any way.
  - E. For implementation/construction Projects, final inspection of the completed work on a project by a Registered Civil Engineer, in accordance with Standard Condition D.18, "Final Inspections and Certification of Registered Civil Engineer." The Grantee shall notify the State's Grant Manager of the inspection date at least fourteen (14) calendar

days prior to the inspection in order to provide the State the opportunity to participate in the inspection.

15. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:
  - A. By delivery in person.
  - B. By certified U.S. mail, return receipt requested, postage prepaid.
  - C. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
  - D. By electronic means.
  - E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the below addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.
16. 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.

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

Department of Water Resources  
Arthur Hinojosa  
Manager, Division of Regional Assistance  
P.O. Box 942836  
Sacramento, CA 94236-0001  
Phone: (916) 902-6713  
Email: [Arthur.Hinojosa@water.ca.gov](mailto:Arthur.Hinojosa@water.ca.gov)

Vina Groundwater Sustainability Agency  
Kamie Loeser  
Director, Butte County  
308 Nelson Ave.  
Oroville, CA 95965  
Phone: (530) 552-3595  
Email: [kloeser@buttecounty.net](mailto:kloeser@buttecounty.net)

Direct all inquiries to the Grant Manager:

Department of Water Resources  
Michael Parker  
Engineering Geologist  
2440 Main Street  
Red Bluff, CA 96080  
Phone: (530) 317-8551  
Email: [michael.parker@water.ca.gov](mailto:michael.parker@water.ca.gov)

Vina Groundwater Sustainability Agency  
Christina Buck  
Assistant Director, Butte County  
308 Nelson Ave.  
Oroville, CA 95965  
Phone: (530) 552-3593  
Email: [cbuck@buttecounty.net](mailto:cbuck@buttecounty.net)

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

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

Exhibit A– Work Plan

Exhibit B– Budget

Exhibit C– Schedule

Exhibit D– Standard Conditions

Exhibit E– Authorizing Resolution Accepting Funds

Exhibit F– Report Formats and Requirements

Exhibit G– Requirements for Data Submittal

Exhibit H– State Audit Document Requirements

Exhibit I– Project Location

Exhibit J– Monitoring and Maintenance Plan Components

Exhibit K– Appraisal Specifications

Exhibit L– Information Needed for Escrow Process and Closure

Exhibit M– Invoice Guidance for Administrative and Overhead Charges

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

STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES

VINA GROUNDWATER SUSTAINABILITY  
AGENCY

\_\_\_\_\_  
Arthur Hinojosa  
Manager, Division of Regional Assistance

\_\_\_\_\_  
Kamie Loeser, Director

Date \_\_\_\_\_

Date \_\_\_\_\_

Approved as to Legal Form and Sufficiency

\_\_\_\_\_ for  
Robin Brewer  
Assistant General Counsel,  
Office of the General Counsel

Date \_\_\_\_\_

## Exhibit A

### WORK PLAN

**Project Title:** Vina Subbasin GSP Projects and Management Actions Implementation (Project)

**Project Description:** This Work Plan will make progress on GSP implementation actions that advance groundwater sustainability in the Vina Subbasin. This proposal includes three categories of activities that will work toward monitoring and eliminating the 10,000 acre-feet (AF) of estimated overdraft per year. Activities include: 1) required GSP implementation tasks such as reporting, responding to DWR GSP determination, continued stakeholder outreach, groundwater model updates, financing strategies, and filling data gaps; 2) improving the monitoring network and developing a domestic well inventory; and 3) implementation of pilot projects for recharge, agricultural irrigation efficiency, and reduced groundwater demand. The Work Plan includes seven Components:

- Component 1: Grant Agreement Administration
- Component 2: GSP Updates, Data Gaps, and Outreach
- Component 3: Demand Reduction Strategies in the Vina Subbasin
- Component 4: Lindo Channel Surface Water Recharge
- Component 5: Surface Water Supply and Recharge Feasibility Study
- Component 6: Inter-basin Coordination, Modeling and Reporting
- Component 7: Outreach Program

#### COMPONENT 1: GRANT ADMINISTRATION

##### Category (a): Grant Agreement Administration

Prepare reports detailing work completed during the reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement. Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports and should be submitted to the DWR Grant Manager for review to receive reimbursement of Eligible Project Costs. Collect and organize backup documentation by component, budget category, and task and prepare a summary Excel document detailing the contents of the backup documentation organized by component, budget category, and task.

Prepare and submit the Environmental Information Form (EIF) within 30 days of the execution date of the Grant Agreement. No invoices will be reviewed or processed until the EIF has been received by the DWR Grant Manager. Submit a deliverable due date schedule within 30 days of the execution date of the Grant Agreement to be reviewed and approved by the DWR Grant Manager. Any edits to the schedule must be approved by the DWR Grant Manager, and the revised schedule saved in the appropriate project files.

Prepare the Draft Grant Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the work completion date. DWR's Grant Manager will review the Draft Grant Completion Report and provide comments and edits within 30 days of receipt, when possible. Submit a Final Grant Completion Report addressing the DWR Grant Manager's comments prior to the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the work completion date. All deliverables

listed within the Work Plan shall be submitted with the Final Grant Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- EIF
- Deliverable due date schedule
- Quarterly Progress Reports, Quarterly Invoices, and all required backup documentation
- Draft and Final Grant Completion Reports

**COMPONENT 2: GSP UPDATES, DATA GAPS, AND OUTREACH**

Component 2 consists of the installation of monitoring sites and dedicated monitoring equipment, to expand the understanding of basin conditions in the Vina subbasin and address data gaps as identified in the Groundwater Sustainability Plan (GSP). In aggregate, project tasks will help expand the understanding of the hydrogeology and hydrology in the Subbasin to support updates to the GSP and successful management of the subbasin.

Additionally, the project focuses on improving the understanding of the domestic well conditions in the Subbasin by performing an in-depth review of the domestic wells in the Subbasin and by creating a Community Monitoring Program with dry well tracking. In aggregate, project tasks will help expand the understanding of the domestic well conditions in the Subbasin.

The project includes preparation of the five-year GSP Periodic Evaluation and tasks to address recommended corrective actions identified by DWR in the Determination Letter for the Vina GSP.

The public and interested parties will be informed of the activities associated with this project through regular Stakeholder Advisory Committee Meetings, meetings of the GSA Boards, public workshops, and regular email correspondence to the interested parties list, similar to the approach taken during GSP development. In addition, targeted outreach will be conducted to stakeholders near and around the monitoring sites.

**Category (a): Component Administration**

Prepare reports detailing component work completed during the reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 2 budget category and task and prepare a summary Excel document detailing the contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit it to the DWR Grant Manager for comment and review 90 days before the work completion date for the component. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Submit a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the work completion date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.



Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

**Category (b): Environmental / Engineering / Design**

Task 1: Landowner Access Agreement/Site Access

Acquire landowner access agreement(s) required to install monitoring wells, piezometers, and stream gages if applicable. Any access agreements obtained pursuant to this Agreement shall allow for adequate long-term, access for construction and maintenance of the well, piezometer, or stream gage.

Deliverables:

- Landowner access agreement(s)

Task 2: Multi-Completion Monitoring Wells, Shallow Wells, and Stream Gages Planning

Conduct planning and design activities associated with the multi-completion monitoring well installation, shallow well or piezometer and stream gage installation/maintenance within the Subbasin. Perform a technical assessment of potential monitoring well locations, associated costs, and landowner participation to determine the final number and location of monitoring wells to be installed, and the final number of completions to be included in each monitoring well. Acquire the necessary permits required for the installation of the wells, piezometers, and gages.

Prepare the environmental documentation, as required, under CEQA with the County Clerk's Office and State Clearinghouse. Submit the CEQA document(s) to the DWR Grant Manager for review and concurrence prior to beginning construction.

Construction may not begin, and no costs for Category (c) may be incurred until an exemption from CEQA is granted, or the State has reviewed the CEQA document(s), completed its CEQA responsible agency obligations and given its environmental clearance in accordance with Paragraphs 4 and D.8 of this Agreement.

Any costs incurred for Category (c) prior to an exemption from CEQA is granted, or DWR gives its environmental clearance shall not be reimbursed, and any such amounts shall be deducted from the total Grant Amount in Paragraph 3.

Obtain any additional permits, as required.

Deliverables:

- Map of approved locations for monitoring wells, piezometers, and gages.
- 100% Design, plans, and specifications, if applicable
- Awarded contracts, if applicable
- Required environmental documentation for CEQA compliance, if applicable
- Copies of required permits, if applicable

### **Category (c): Implementation / Construction**

#### **Task 3: Multi-Completion Monitoring Wells, Shallow Wells, and Stream Gages Installation**

Install a minimum of one (1) multi-completion monitoring wells. Install a minimum of two (2) vertical zones per well. Assess the HCM to decide the number of screen intervals, water conditions, well locations, water trends and conditions, and access agreements. Install a minimum of three (3) new surface water flow monitoring sites. Install each stream gage with three (3) new shallow monitoring wells. Assess the hydrogeologic conceptual model (HCM) to decide the final well design, including the depth and distance of the wells from stream gages, water conditions, data gaps, water trends and conditions, and access agreements.

Publicly advertise bids in accordance with the requirements for public bidding for construction and prepare an engineer's estimate. Received bids will be reviewed, and a recommendation for award will be made. Send a Notice of Intent to Award to the selected bidder(s). Submit a Notice(s) to Award and Notice(s) to Proceed.

This task must comply with Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including developing bid documents, preparing advertisement and contract documents for construction contract bidding, conducting pre-bid meetings, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

#### **Deliverables:**

- Well completion reports
- Bid documents
- Notice of award
- Notice to proceed
- Photos of completed wells
- Well permits, if applicable
- Surface and groundwater monitoring site summary report

### **Category (d): Monitoring / Assessment**

#### **Task 4: Response to DWR GSP Determination**

Modify the GSP, as required, in response to DWR's determination letter received in July 2023. Draft Amended GSP will be made available for public review and comment.

#### **Deliverables:**

- Draft Amended GSP

#### **Task 5: Draft Periodic Evaluation of the GSP**

Develop the Periodic Evaluation to accompany the amended GSP for submittal to DWR before January 2027 as part of the required 5-year Periodic Evaluation. The draft Periodic Evaluation will be made available for public review and comment.

#### **Deliverables:**

- Draft GSP Periodic Evaluation
- Board meeting presentations on GSP evaluations

**Task 6: Gather, Evaluate Data, and Develop Approach for Interconnected Surface Water Sustainable Management Criteria**

Refine the sustainable management criteria for Interconnected Surface Water to address expected DWR comments on the Vina GSP related to the technical approach for the use of groundwater levels as proxies for measurable objectives and minimum thresholds in GSP. Use new data to fill initial data and develop a refined approach to set the Interconnected Surface Water SMC for the updated GSP.

**Deliverables:**

- Technical Memo or Updated Chapter in GSP

**Task 7: Domestic Well Survey**

Perform a desktop survey of existing domestic well datasets to identify wells with poor construction information and wells with a high potential to go dry. Conduct a field visit to the wells identified and confirm use status. Perform well video surveys on wells in use with poor construction information. Update the current dataset of domestic wells with the results of the survey, including active domestic wells and their construction information.

**Deliverables:**

- Technical Memo

**Task 8: Create Community Monitoring Plan and Equip Volunteer Wells with Monitoring Equipment**

Create a monitoring program plan for domestic well owners that will include methods for outreach and engagement, identifying and meeting education needs, identifying methods for data management, and how the plan will be implemented. Purchase necessary monitoring equipment to track water levels in 8 domestic wells. Engage with domestic well owners who have volunteered to participate and install equipment necessary for monitoring.

**Deliverables:**

- Map of installed equipment
- Summary of well characteristics

**Task 9: Community Monitoring and Dry Well Data and Visualization**

Enhance the existing Data management System (DMS) to house the water levels collected as part of the community monitoring program and to track dry wells. Include the capability for the DMS to report on the status of subbasin sustainability for interested parties. Develop a system for verifiably reporting and tracking dry wells. Create a user interface with new or existing front-end software needed to visually communicate the water levels and dry wells.

**Deliverables:**

- Screenshot of updated DMS

**Category (e): Engagement / Outreach**

**Task 10: Community Monitoring Program Engagement and Education**

Perform public engagement through workshops designed to educate participants in the community monitoring program and how to use the installed monitoring equipment including

how to upload the data to the DMS. Inform interested parties about implementation progress through continued GSP-related outreach, relevant reports, and data. Develop public information materials to be distributed informing the public of the program and how they can participate. Hold workshops to discuss the program and hear the suggestions, questions, and concerns of the community.

Deliverables:

- Workshop agenda and information materials

**COMPONENT 3: DEMAND REDUCTION STRATEGIES IN THE VINA SUBBASIN**

Component 3 will improve subbasin sustainability related to groundwater levels and groundwater storage by decreasing consumptive use (*i.e.*, evaporation and transpiration or ET) by applying ET-based water management principles of precision irrigation and ET monitoring. This component will leverage education and outreach, a feasibility study involving the piloting of innovative irrigation technologies, and the development of a precision irrigation implementation plan to improve ET-based water management at a broader scale in the Vina Subbasin. Additionally, a program for demand-side intervention aimed at extending the fallowing period of an orchard from one to two years during orchard replacement will reduce consumptive use (*i.e.*, evapotranspiration or ET) of groundwater. The reductions in ET are obtained by having one or two additional low ET years at the beginning of the orchard life cycle.

**Category (a): Component Administration**

Prepare reports detailing component work completed during the reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 3 budget category and task and prepare a summary Excel document detailing the contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit it to the DWR Grant Manager for comment and review 90 days before the work completion date for the component. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Submit a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the work completion date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

**Category (b): Environmental / Engineering / Design**

Task 1: Develop Extend Orchard Replacement Pilot Program

Quantify potential water savings and required costs for implementing the Extend Orchard Replacement Program. Develop a pilot project plan after costs and benefits are known.

Deliverables:

- Technical Memo

Task 2: Precision Irrigation Pilot Program Design

Perform comprehensive field-scale ground-based inventory of irrigation methods, crops, and water sources in the Vina Subbasin. Review the state-of-the-art precision irrigation technology. Select the most appropriate precision irrigation technology. Develop a precision irrigation piloting program for the Vina Subbasin, including a summary of ground-based inventory.

Deliverables:

- Technical Memo

**Category (c): Implementation / Construction**

Task 3: Implement Extend Orchard Replacement Pilot Program

Implement a two-year pilot project based on the pilot project plan. Identify willing growers and lands for pilot implementation.

Deliverables:

- Map of Participating Parcels
- Summary of Participants

Task 4: Implement Precision Irrigation Pilot Program

Implement precision irrigation pilot program together with agricultural and academic partners. Disseminate remotely sensed ET data to Vina Subbasin agricultural interested parties within the Vina Subbasin.

Deliverables:

- Map of Participating Parcels
- Summary of Participants

**Category (d): Monitoring / Assessment**

Task 5: Monitor and Assess Extend Orchard Replacement Program

Monitor fallowed fields to quantify reductions in ET. Analyze the results of the extended orchard replacement pilot program. Quantify subbasin-wide opportunities for reductions in ET from the program. Add monitoring data to the DMS and summarize in annual reports.

Deliverables:

- Technical Memo

Task 6: Monitor and Assess Precision Irrigation Pilot Program

Analyze results of precision irrigation pilot programs from both a technical and interested party perspective. Quantify subbasin-wide opportunities for reductions in ET from precision irrigation. Make recommendations for future applications.

Deliverables:

- Precision Irrigation Results and Opportunities Technical Memo

**Category (e): Engagement / Outreach**

Task 7: Outreach Program

Facilitate interested party kick-off meeting to describe the program. Develop education and outreach materials, including videos on the Extended Orchard Replacement Program and Precision Irrigation Pilot Program. Plan and implement education and outreach events related to the program targeting growers, URCs, SDACs, and youth.

Deliverables:

- Outreach materials
- Meeting agendas

**COMPONENT 4: LINDO CHANNEL SURFACE WATER RECHARGE IMPLEMENTATION**

Component 4 will provide multiple benefits to the area in the City of Chico that is experiencing groundwater level declines by supporting increased groundwater recharge while reducing potential flooding within the City. Recharging excess flows from Big Chico Creek via the unlined, natural Lindo Channel will help improve groundwater levels for domestic well users and support Big Chico Creek groundwater-dependent ecosystems. Monitoring wells will be installed near the Lindo Channel to assess changes in water levels during and after a stormwater recharge event.

**Category (a): Component Administration**

Prepare reports detailing component work completed during the reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 4 budget category and task and prepare a summary Excel document detailing the contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit it to the DWR Grant Manager for comment and review 90 days before the work completion date for the component. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Submit a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the work completion date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

**Category (b): Environmental / Engineering / Design**

**Task 1: Pilot Project Feasibility and Initial Design**

Develop the flow threshold for diversion, based on water rights, habitat, and downstream beneficial users. Compute expected recharge yield, and evaluate if there are any infrastructure or stream improvement needs related to the current diversion or channel. Test percolation rates. Design the project implementation plan. Assess environmental permitting needs.

**Deliverables:**

- Summary report of project feasibility
- Environmental permitting documentation, if necessary

**Category (c): Implementation / Construction**

**Task 2: Final Implementation Design of the Lindo Channel Recharge Pilot Project**

Coordinate with the City of Chico, DWR, Department of Fish and Wildlife and/or other pertinent agencies. Identify maintenance needed to implement revised stormwater flow. Implement stormwater flow diversions into Lindo Channel per initial design requirements.

**Deliverables:**

- Final design plans and specifications
- Maintenance Plan

**Task 3: Install Monitoring Network**

Install shallow well and stream gage monitoring network to quantify project benefits and assess potential impacts.

**Deliverables:**

- Installation Report

**Category (d): Monitoring / Assessment**

Not applicable to this Component

**Category (e): Engagement / Outreach**

Conduct public meetings and prepare documentation for outreach to stakeholders and interested parties, including Chico area residents, the City of Chico, Butte County, Cal Water, selected State and federal resource agency representatives and downstream water users.

**Deliverables:**

- Meeting agenda and presentation materials

**COMPONENT 5: SURFACE WATER SUPPLY AND RECHARGE FEASIBILITY STUDY**

Component 5, Agricultural Surface Water Supplies Feasibility Analysis, focuses on assessing the feasibility of potential water sources and required infrastructure to expand the use of surface water use for irrigation in the Vina Subbasin.

Component 5 also consists of the performance of a feasibility analysis to design and implement a phased groundwater recharge plan that considers previous studies and efforts to determine the most efficient and effective path forward to increase recharge in the Vina subbasin. This component will build upon previous studies and pilot projects for groundwater recharge in the

area. Key considerations for groundwater recharge projects will include site feasibility, water availability, water rights, water supply cost, and certainty, legal implications of recharge, opportunities for partnership, funding sources, optimal methods of recharge, multi-benefits, and consistency with achieving the sustainability goals for the Subbasin. The data collected will help interested parties throughout the subbasin to determine the feasibility for groundwater recharge and support future project design. The results of this analysis will be used to identify potential areas for recharge and/or recharge projects for implementation.

**Category (a): Component Administration**

Prepare reports detailing component work completed during the reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 5 budget category and task and prepare a summary Excel document detailing the contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit it to the DWR Grant Manager for comment and review 90 days before the work completion date for the component. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Submit a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the work completion date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

**Category (b): Environmental / Engineering / Design**

Task 1: Water Supply Project Feasibility Analysis

Develop a conceptual water supply project list and perform an initial screening by conducting a fatal flaws analysis. Select the two most promising projects in consultation with interested parties and GSAs.

Identify and evaluate water conveyance and place of use options, environmental concerns, financing options, and water rights concerns. Develop reconnaissance-level project designs and cost estimates. Quantify the cost-benefit ratio of projects in terms of dollars per acre-foot (\$/AF). Develop feasibility report for two projects analyzed.

Deliverables:

- Summary of all projects considered
- Feasibility Analysis report



### Task 2: Recharge Project Identification and Feasibility Analysis

Obtain information from stakeholders regarding potential recharge projects that could be completed within the short term. Review proposed projects within the Vina Subbasin GSP and existing studies. Review the results of the airborne electromagnetic (AEM) survey conducted in the Subbasin. Conduct site visits and outreach with project proponents, landowners, and relevant water purveyors to gather additional details and discuss the feasibility of conducting recharge. Conduct a cost-benefit analysis that assesses access to water supplies, water rights, conveyance, costs, reliability, average recharge potential (acre-feet), geographical zones of benefit, beneficiaries of groundwater recharge, monitoring costs, and operation and maintenance costs.

#### Deliverables:

- Technical Memo

### Task 3: Groundwater Recharge Investigation and Implementation

Investigate groundwater recharge performance to identify the groundwater recharge potential at selected sites from the feasibility analysis. Perform field tests that may include a towed electromagnetic system (tTEM) or equivalent geophysical method survey, cone penetrating tests (CPT), exploratory borings, and collection of groundwater and soil samples for physical and chemical testing. Implement groundwater recharge pilot project, if feasible.

#### Deliverables:

- Groundwater Recharge Investigation Report
- Pilot Project Implementation Report

### Task 4: Legal Implications of Recharge Analysis

Assess and address the legal implications associated with actively managing recharge water in the Vina subbasin. Identify the beneficial use(s) of the water, limitations of subsequent recovery and use, "leave behind" requirements, appropriate water right permit, terms of recharge or storage, water availability for overlying groundwater users, in-lieu recharge assumptions, CEQA requirements, and monitoring and reporting requirements.

#### Deliverables:

- Legal Implications of Recharge Analysis Summary
- Adopted Policy or Ordinance for recharge projects

### **Category (c): Implementation / Construction**

Not applicable to this Component

### **Category (d): Monitoring / Assessment**

Not applicable to this Component

### **Category (e): Engagement / Outreach**

#### Task 5: Project Outreach and Coordination

Plan and facilitate project feasibility meetings for identified recharge and water supply projects. Develop education and outreach materials to educate regional and county decision-makers and the public about the objectives, progress, and results of the groundwater recharge assessments and designs and water supply projects.

Deliverables:

- Outreach materials
- Meeting agendas

**COMPONENT 6: INTER-BASIN COORDINATION, MODELING AND REPORTING**

Component 6 includes the development of a funding plan, the preparation of annual reports, and technical analysis of GSPs along the Sacramento River Corridor to support Inter-basin Coordination and integrated groundwater-surface water modeling work. The public and interested parties will be informed of this project's development and progress through regular Stakeholder Advisory Committee Meetings, meetings of the GSA Boards, public workshops, and regular email correspondence to the interested parties list.

**Category (a): Component Administration**

Prepare reports detailing component work completed during the reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 6 budget category and task and prepare a summary Excel document detailing the contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit it to the DWR Grant Manager for comment and review 90 days before the work completion date for the component. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Submit a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the work completion date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

**Category (b): Environmental / Engineering / Design**

Task 1: Conduct a Fee Study for Long-term Financing of the Vina GSA

Conduct a long-term financing options study for funding the Vina GSA for GSP implementation activities. This will include an Engineers Report and/or Fee Study resulting in a selected funding mechanism for the Vina GSA. Vina GSA will evaluate a variety of funding mechanisms, including Proposition 218 or Proposition 26, to support ongoing operational costs and to fund agency operations.

Deliverables:

Fee Study

**Category (c): Implementation / Construction**

Not applicable to this Component

**Category (d): Monitoring / Assessment**

**Task 2: Prepare Annual Reports**

Prepare four (4) annual reports, as required by DWR, during the life of the grant, consisting of the following sections: Executive Summary, Introduction, Updated Groundwater Conditions, Water Supply and Use, and Plan Implementation Status.

**Deliverables:**

- Annual Reports for Water Years 2022, 2023, 2024, and 2025

**Task 3: Inter-basin Coordination - Conducting Joint Analysis and Evaluation of GSPs**

Evaluate and compare the contents of GSPs in the North Sacramento River Corridor region with a focus on establishing a common understanding of basin conditions at boundaries. Identify significant differences, uncertainties, and potential issues of concern related to groundwater interaction at the boundaries. Engage in analysis and evaluation of SMCs between GSPs to identify significant differences and possible impacts between subbasins that could potentially lead to undesirable results.

**Deliverables:**

- Technical Memo

**Task 4: Integrated Groundwater-Surface Water Modeling to support GSP Amendments and PMA implementation**

Activities may include updating the Butte Basin Groundwater Model (BBGM) aquifer parameter values and refine the calibration using new data to better represent the aquifer's water budget, to improve understanding of the hydrogeology, inform future refinements to the hydrogeologic conceptual model, help identify potential areas for recharge, or quantify benefits of potential implementation projects. Plan to incorporate data from DWR's Airborne Electromagnetic surveys to integrate basin-specific and cross-basin geophysical data. Improve model boundary conditions. Address potential model limitations identified in the GSP including the need for additional hydrogeological conceptualization and incorporating future data into model calibration. Use of other existing modeling tools may also be warranted, such as C2VSIM-FG or SVSIM.

**Deliverables:**

- Technical Memo

**Category (e): Engagement / Outreach**

Not applicable to this Component

**COMPONENT 7: OUTREACH PROGRAM**

Component 7 will support an Outreach Program by the GSA to communicate subbasin conditions, GSP development and implementation, and to create education and outreach materials that support and encourage public engagement in all other Components.

**Category (a): Component Administration**

Prepare reports detailing component work completed during the reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 7 budget category and task and prepare a summary Excel document detailing the contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit it to the DWR Grant Manager for comment and review 90 days before the work completion date for the component. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Submit a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the work completion date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager

**Deliverables:**

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

**Category (b): Environmental / Engineering / Design**

Not applicable to this Component

**Category (c): Implementation / Construction**

Not applicable to this Component

**Category (d): Monitoring / Assessment**

Not applicable to this Component

**Category (e): Engagement / Outreach**

**Outreach and Education Program**

Perform stakeholder outreach and engagement through the development of hard copy and virtual materials to communicate efforts to amend the GSP, fill data gaps, and develop projects and management actions. Conduct workshops and working group meetings to gain public input. This may include meetings of the Vina Stakeholder Advisory Committee, the GSA Board, public workshops and dissemination of information electronically or in hard copy form, as appropriate.

**Deliverables:**

- Meeting agendas
- Outreach materials

**Exhibit B**

**BUDGET**

**Grant Title: Vina Subbasin GSP Projects and Management Actions Implementation**  
**Grantee: Vina Groundwater Sustainability Agency**

<b>Components</b>	<b>Grant Amount</b>
Component 1: Grant Administration	\$ 200,000
Component 2: GSP Updates, Data Gaps, and Outreach	\$ 1,070,000
Component 3: Demand Reduction Strategies in the Vina Subbasin	\$ 2,440,000
Component 4: Lindo Channel Surface Water Recharge Implementation	\$ 330,000
Component 5: Surface Water Supply and Recharge Feasibility Study	\$ 850,000
Component 6: Inter-basin Coordination, Modeling and Reporting	\$ 480,000
Component 7: Outreach Program	\$ 165,000
<b>Total:</b>	<b>\$ 5,535,000</b>

**Component 1: Grant Administration**

Component 1 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?  
 (check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Grant Agreement Administration	\$ 200,000
<b>Total:</b>	<b>\$ 200,000</b>

**Component 2: GSP Updates, Data Gaps, and Outreach**

Component 2 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?  
 (check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$0
(b) Environmental / Engineering / Design	\$50,000
(c) Implementation / Construction	\$350,000
(d) Monitoring / Assessment	\$662,500
(e) Engagement / Outreach	\$7,500
<b>Total:</b>	<b>\$1,070,000</b>

**Component 3: Demand Reduction Strategies in the Vina Subbasin**

Component 3 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?  
 (check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$100,000
(b) Environmental / Engineering / Design	\$300,000
(c) Implementation / Construction	\$1,600,000
(d) Monitoring / Assessment	\$300,000
(e) Engagement / Outreach	\$140,000
<b>Total:</b>	<b>\$2,440,000</b>

**Component 4: Lindo Channel Surface Water Recharge Implementation**

Component 4 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?  
(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$0
(b) Environmental / Engineering / Design	\$200,000
(c) Implementation / Construction	\$100,000
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$30,000
<b>Total:</b>	<b>\$330,000</b>

**Component 5: Surface Water Supply and Recharge Feasibility Study**

Component 5 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?  
(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$45,000
(b) Environmental / Engineering / Design	\$775,000
(c) Implementation / Construction	\$0
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$35,000
<b>Total:</b>	<b>\$850,000</b>

**Component 6: Inter-basin Coordination, Modeling and Reporting**

Component 6 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?  
(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$0
(b) Environmental / Engineering / Design	\$80,000
(c) Implementation / Construction	\$

(d) Monitoring / Assessment	\$400,000
(e) Engagement / Outreach	\$000,000
<b>Total:</b>	<b>\$480,000</b>

**Component 7: Outreach Program**

Component 7 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?  
 (check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$0
(b) Environmental / Engineering / Design	\$0
(c) Implementation / Construction	\$0
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$165,000
<b>Total:</b>	<b>\$165,000</b>



**Exhibit C**  
**SCHEDULE**

**Grant Title: Vina Subbasin GSP Projects and Management Actions Implementation**

Categories	Start Date <sup>1</sup>	End Date <sup>1</sup>
<b>Component 1: Grant Administration</b>	<b>05/01/2023</b>	<b>04/15/2026</b>
(a) Grant Agreement Administration	05/01/2023	04/15/2026
<b>Component 2: GSP Updates, Data Gaps, and Outreach</b>	<b>10/4/2022</b>	<b>4/15/2026</b>
(a) Grant Agreement Administration	10/04/2022	4/15/2026
(b) Environmental / Engineering / Design	10/04/2022	4/15/2026
(c) Implementation / Construction	10/04/2022	4/15/2026
(d) Monitoring / Assessment	10/04/2022	4/15/2026
(e) Education / Outreach	10/04/2022	4/15/2026
<b>Component 3: Demand Reduction Strategies in the Vina Subbasin</b>	<b>10/4/2022</b>	<b>4/15/2026</b>
(a) Grant Agreement Administration	10/04/2022	4/15/2026
(b) Environmental / Engineering / Design	10/04/2022	4/15/2026
(c) Implementation / Construction	06/01/2024	4/15/2026
(d) Monitoring / Assessment	10/05/2022	4/15/2026
(e) Education / Outreach	10/05/2022	4/15/2026
<b>Component 4: Lindo Channel Surface Water Recharge</b>	<b>10/04/2022</b>	<b>4/15/2026</b>
(a) Grant Agreement Administration	10/04/2022	4/15/2026
(b) Environmental / Engineering / Design	01/01/2024	12/01/2025
(c) Implementation / Construction	06/01/2024	4/15/2026
(d) Monitoring / Assessment	N/A	N/A
(e) Education / Outreach	10/04/2022	4/15/2026
<b>Component 5: Surface Water Supply and Recharge Feasibility Study</b>	<b>10/04/2022</b>	<b>4/15/2026</b>
(a) Grant Agreement Administration	10/04/2022	4/15/2026
(b) Environmental / Engineering / Design	10/04/2022	4/15/2026
(c) Implementation / Construction	N/A	N/A

(d) Monitoring / Assessment	N/A	N/A
(e) Education / Outreach	10/04/2022	4/15/2026
<b>Component 6: Inter-basin Coordination, Modeling and Reporting</b>	<b>10/4/2022</b>	<b>4/15/2026</b>
(a) Grant Agreement Administration	10/04/2022	4/15/2026
(b) Environmental / Engineering / Design	10/04/2022	4/15/2026
(c) Implementation / Construction	N/A	N/A
(d) Monitoring / Assessment	10/04/2022	4/15/2026
(e) Education / Outreach	N/A	N/A
<b>Component 7: Outreach Program</b>	<b>10/04/2022</b>	<b>4/15/2026</b>
(a) Grant Agreement Administration	10/04/2022	4/15/2026
(b) Environmental / Engineering / Design	N/A	N/A
(c) Implementation / Construction	N/A	N/A
(d) Monitoring / Assessment	N/A	N/A
(e) Education / Outreach	10/04/2022	4/15/2026

**NOTES:**

<sup>1</sup>Exhibit C Schedule only dictates the work start date and the work end date for the Budget Category listed. The Grantee must adhere to the Deliverable Due Date Schedule that has been approved by the DWR Grant Manager. The dates listed in Exhibit C Schedule are date ranges that correlate to the Deliverable Due Date Schedule. Eligible costs for each line item 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 the 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 California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 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 request 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 is to be conducted by 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 9, "Default Provisions," or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Grant Agreement with respect of all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of the Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement. If an audit reveals any impropriety, the Bureau of State Audits or the State Controller's Office may conduct a full audit of any or all of the Grantee's activities. (Pub. Resources Code, § 80012, 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. CALIFORNIA CONSERVATION CORPS: The Grantee may use the services of the California Conservation Corps or other community conservation corps as defined in Public Resources Code section 14507.5.

D.8. CEQA: Activities funded under this Grant Agreement, regardless of funding source, 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 Agreement shall not proceed until documents that satisfy the CEQA process are received by the DWR Grant Manager, and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the 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 not to fund the Project, this Agreement shall be terminated in accordance with Paragraph 9, "Default Provisions."

- D.9. **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.10. **CLAIMS DISPUTE:** Any claim that the Grantee may have regarding the performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative within thirty (30) days of the Grantee's knowledge of the claim. The State and the Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
- D.11. **COMPETITIVE BIDDING AND PROCUREMENTS:** The Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by 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.12. **COMPUTER SOFTWARE:** The Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.13. **CONFLICT OF INTEREST:** All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, 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 a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.14. DELIVERY OF INFORMATION, REPORTS, AND DATA: The Grantee agrees to expeditiously provide, throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by the State.
- D.15. DISPOSITION OF EQUIPMENT: The Grantee shall provide to the State, not less than 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. The cost of transportation, if any, shall be borne by the State.
- D.16. DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance: By signing this Grant Agreement, the Grantee, its contractors, or subcontractors hereby certify, under penalty of perjury under the laws of the State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:
  - A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
  - B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355, to inform employees, contractors, or subcontractors about all of the following:
    - i. The dangers of drug abuse in the workplace,
    - ii. The Grantee's policy of maintaining a drug-free workplace,
    - iii. Any available counseling, rehabilitation, and employee assistance programs, and
    - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
  - C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Grant Agreement:

- i. Will receive a copy of the Grantee's drug-free policy statement, and
- ii. Will agree to abide by terms of the Grantee's condition of employment, contract, or subcontract.

D.17. **EASEMENTS:** Where the Grantee 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 shall be provided and approved by 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 or other title restriction acceptable to the State may result in termination of this Agreement.

D.18. **FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED CIVIL ENGINEER:** Upon completion of the Project, the Grantee shall provide for a final inspection and certification by a California Registered Civil Engineer that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement.

D.19. **GRANTEE'S RESPONSIBILITIES:** The Grantee and its representatives shall:

- A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A, "Work Plan," and in accordance with Project Exhibit B, "Budget," and Exhibit C, "Schedule."
- B. Must maintain eligibility requirements as outlined in the 2021 Guidelines, amended April 2023, and 2021 PSP and pursuant to Paragraph 10.
- 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 the design, construction, 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 the 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 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 the performance of work.
- D.20. GOVERNING LAW: This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
  - D.21. INCOME RESTRICTIONS: The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement. The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.
  - D.22. INDEMNIFICATION: The Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, and any breach of this Agreement. The Grantee shall require its contractors or subcontractors to name the State, its officers, agents, and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
  - D.23. INDEPENDENT CAPACITY: The Grantee, and the agents and employees of the 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.24. 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 make copies of any books, records, or reports of either party pertaining to this Grant Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by the Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and the State may withhold disbursements to the Grantee or take any other action it deems necessary to protect its interests.
  - D.25. INSPECTIONS OF PROJECT BY STATE: The State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any subcontracts, and the Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with the State.
  - D.26. LABOR CODE COMPLIANCE: The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <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.27. **MODIFICATION OF OVERALL WORK PLAN:** At the request of the Funding Recipient, 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 Funding Agreement. Non-material changes with respect to the work plan are changes that help clarify the original language, the addition of tasks without deleting others, and minor edits that will not result in a change to the original scope. Non-material changes with respect to the budget are changes that only result in the reallocation of the budget and will not result in an increase in the amount of the State Funding Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Funding Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Funding Recipient to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.
- D.28. **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 medical 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 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.29. **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.30. **PERFORMANCE BOND:** Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of the contract value and labor and materials (100%) of the contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)

- D.31. 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.32. 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.33. PROJECT ACCESS: The Grantee shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- D.34. REMAINING BALANCE: In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.
- D.35. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Grant Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.36. RETENTION: 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 the Final 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.37. 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.38. SEVERABILITY: Should any portion of this Grant Agreement be determined to be void or unenforceable, such shall be severed from the whole, and the Grant Agreement shall continue as modified.
- D.39. 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 violate the certification by failing to carry out the requirements noted in this Grant Agreement.
- D.40. 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 the State and made subject to such reasonable terms and conditions as the State may impose.
- D.41. TERMINATION BY THE 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 the termination date.
- D.42. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 9, "Default Provisions," the State may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 9, "Default Provisions."
- D.43. 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.44. 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.45. TIMELINESS: Time is of the essence in this Grant Agreement.
- D.46. UNION ORGANIZING: The Grantee, by signing this Grant Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Grant Agreement. Furthermore, the Grantee, by signing this Grant Agreement, hereby certifies that:
- A. No State funds disbursed by this Grant Agreement will be used to assist, promote, or deter union organizing.
  - B. The Grantee shall account for State funds disbursed for a specific expenditure by this Grant Agreement to show those funds were allocated to that expenditure.
  - C. The Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro-rata basis, all disbursements that support the program.
  - D. If the Grantee makes expenditures to assist, promote, or deter union organizing, the Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that the Grantee shall provide those records to the Attorney General upon request.
- D.47. VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.

D.48. **WAIVER OF RIGHTS:** None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to, that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

**Exhibit E**  
**AUTHORIZING RESOLUTION ACCEPTING FUNDS**

Resolution No.

**RESOLUTION BY THE VINA GROUNDWATER SUSTAINABILITY AGENCY THAT AN APPLICATION BE MADE TO THE DEPARTMENT OF WATER RESOURCES TO OBTAIN A GRANT UNDER THE 2021 SUSTAINABLE GROUNDWATER MANAGEMENT GRANT PROGRAM SGMA IMPLEMENTATION GRANT.**

**WHEREAS**, the Vina Groundwater Sustainability Agency ("Vina GSA") is a GSA in the Vina Groundwater Subbasin ("Vina Subbasin"); and

**WHEREAS**, there are three Member Agencies that comprise the Vina GSA - City of Chico, Durham Irrigation District, and County of Butte; and

**WHEREAS**, there are two GSAs in the Vina Subbasin - Vina GSA and Rock Creek Reclamation District GSA ("RCRD GSA"); and

**WHEREAS**, the two GSAs have adopted one Groundwater Sustainability Plan for the subbasin pursuant to the Sustainable Groundwater Management Act ("SGMA") and pursuant to a Joint Powers Agreement agreed to and executed by the Vina GSA Member Agencies; and

**WHEREAS**, the Vina GSA is preparing an application to the California Department of Water Resources ("DWR") to obtain a grant under the Sustainable Groundwater Management (SGM) Grant Program SGMA Implementation Grant pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Pub. Resources Code, § 80000, et seq.) and the Budget Acts of 2021 and 2022; and

**WHEREAS**, DWR will accept one application per subbasin during the SGM Grant Program's SGMA Implementation Round 2; and

**WHEREAS**, the Vina GSA desires to work cooperatively with the RCRD GSA in the submission of one application to DWR and in developing and undertaking projects and other activities pursuant to the Vina Subbasin's application to DWR; and

**WHEREAS**, it is the intention of the Vina GSA to submit one grant application on behalf of the entire Vina Subbasin for the SGM Grant Program SGMA Implementation Grant Round 2 solicitation; and

**WHEREAS**, the Vina GSA is preparing an application that includes proposed projects submitted by the GSA's Member Agencies, RCRD GSA and other eligible entities consistent with the Vina Subbasin Groundwater Sustainability Plan for the SGM Grant Program's SGMA Implementation Grant Round 2; and

**WHEREAS**, the Vina GSA's application includes projects that are of interest and of benefit to the Vina Subbasin; and

**WHEREAS**, the SGM Grant Program SGMA Implementation Grant Proposal Solicitation Package requires that the Vina GSA, as the entity acting as the applicant, must adopt a resolution that designates an authorized representative to submit the application and execute an agreement with the State of California for the SGMA Implementation Grant application.

**NOW, THEREFORE BE IT RESOLVED** by the Vina GSA, that an application be made to the Department of Water Resources to obtain a grant under the 2021 Sustainable Groundwater Management (SGM) Grant Program SGMA Implementation Grant pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Pub. Resources Code, § 80000, et seq.) and the Budget Acts of 2021 and 2022.

**BE IT FURTHER RESOLVED** that the Vina GSA has the authority and shall enter into a funding agreement with the Department of Water Resources to receive a grant for the: Vina Subbasin GSP Projects and Management Actions Implementation – Round 2 Grant Application.

**BE IT FURTHER RESOLVED** that the Butte County Director of Water and Resource Conservation, administrator of the Vina GSA, or designee, is hereby authorized and directed to prepare the necessary data, conduct investigations, file such application, execute a funding agreement and any future amendments thereto, submit invoices, and submit any reporting requirements with the Department of Water Resources.

**PASSED AND ADOPTED** by the Vina Board of Directors, the governing body for the Vina GSA this 9<sup>th</sup> day of November 2022, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**



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**Evan Tuchinsky, Chair**  
Vina GSA Board of Directors

**CERTIFICATION**

I do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the Vina GSA held on the 9<sup>th</sup> day of November, 2022.

**ATTEST:**

By:   
Kamie Loeser, Administrator, Vina GSA

## **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.

### **1. QUARTERLY PROGRESS REPORTS**

A Quarterly Progress Report template will be provided by the DWR Grant Manager. Grantees must use the template provided for all Quarterly Progress Reports to obtain reimbursement reported. The Quarterly Progress Report must accompany an Invoice and be numbered the same for ease of reference for auditing purposes. In addition, the reporting period for the Quarterly Progress Report must also align with the corresponding quarterly Invoice.

### **2. COMPONENT COMPLETION REPORT**

Component Completion Reports shall generally use the following format. This report should summarize all work completed as part of this grant. This is a standalone document and should not reference other documents or websites. Web links are edited or removed over time. These grants can be audited several years after they are closed. Therefore, links are not appropriate to include in the close-out reports.

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 application
- Description of actual work completed and any deviations from the work plan identified in the Grant Agreement

REPORTS AND/OR PRODUCTS – The following items should be provided

- Final Evaluation report
- Electronic copies of any data collected, not previously submitted
- As-built drawings
- Final geodetic survey information
- Self-Certification that the Project meets the stated goal of the Grant Agreement (e.g., 100-year level of flood protection, HMP standard, PI-84-99, etc.)
- Project photos
- Discussion of problems that occurred during the work and how those problems were resolved
- A final project schedule showing actual progress versus planned progress

COSTS AND DISPOSITION OF FUNDS – A list of showing:

- The date each invoice was submitted to the State
- The amount of the invoice
- The date the check was received
- The amount of the check (If a check has not been received for the final invoice, then state this in this section.)
- A summary of the payments made by the Grantee for meeting its cost sharing obligations under this Grant Agreement.
- A summary of final funds disbursement including:

- Labor cost of personnel of agency/ major consultant /sub-consultants. Indicate personnel, hours, rates, type of profession and reason for consultant, i.e., design, CEQA work, etc.
- Evaluation cost information, shown by material, equipment, labor costs, and any change orders
- Any other incurred cost detail
- A statement verifying separate accounting of funding disbursements
- Summary of project cost, including the following items:
  - Accounting of the cost of project expenditure;
  - Include all internal and external costs not previously disclosed; and
  - A discussion of factors that positively or negatively affected the project cost and any deviation from the original project cost estimate.

**ADDITIONAL INFORMATION** – Any relevant additional Information should be included.

### **3. GRANT COMPLETION REPORT**

The Grant Completion Report shall generally use the following format. This report should summarize all work completed as part of this grant. This is a standalone document and should not reference other documents or websites. Web links are edited or removed over time. These grants can be audited several years after they are closed. Therefore, links are not appropriate to include in the close-out reports.

- Executive Summary: consisting of a maximum of ten (10) pages summarizing information for the grant as well as the individual projects.
- Brief discussion of whether the level, type, or magnitude of benefits of each project are comparable to the original project proposal; any remaining work to be completed and mechanism for their implementation; and a summary of final funds disbursement for each project.

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

### **4. POST-PERFORMANCE REPORT**

The Post Performance Report (PPR) should be concise and focus on how each project is performing compared to its expected performance. The PPR should follow the Methodology Report for the specific project type(s) provided by the DWR Grant Manager. The PPR should identify whether the project is being operated and maintained. DWR requirements for all funded projects should be maintained and operated for a minimum of 15 years. If the project is not being maintained and operated, justification must be provided. A PPR template may be provided by the assigned DWR Grant Manager upon request. The PPR should follow the general format of the template and provide requested information as applicable. The following information, at a minimum, shall be provided:

#### **Reports and/or products**

- Header including the following:
  - Grantee Name
  - Implementing Agency (if different from Grantee)
  - Grant Agreement Number
  - Project Name
  - Funding grant source
  - Report number



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

## Exhibit 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 G, "Requirements for Data Submittal."

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. The inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website: <http://www.ceden.org>.

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program Information on the GAMA Program can be obtained at:

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

### **Groundwater Level Data**

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

**Exhibit H**  
**STATE AUDIT DOCUMENT REQUIREMENTS**

The following provides a list of documents typically required by State Auditors and general guidelines for Grantees. List of documents pertaining to both State funding and the Grantee's Local Cost Share and details of the documents/records that State Auditors would need to review in the event that 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, policies, and procedures on State-funded Programs/Projects
3. Audit reports of the Agency's internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State-funded Program/Project.

**State Funding:**

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

**Contracts:**

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

**Invoices:**

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

**Cash Documents:**

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

**Accounting Records:**

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.

3. Bridging documents that tie the general ledger to requests for Grant Agreement reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

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

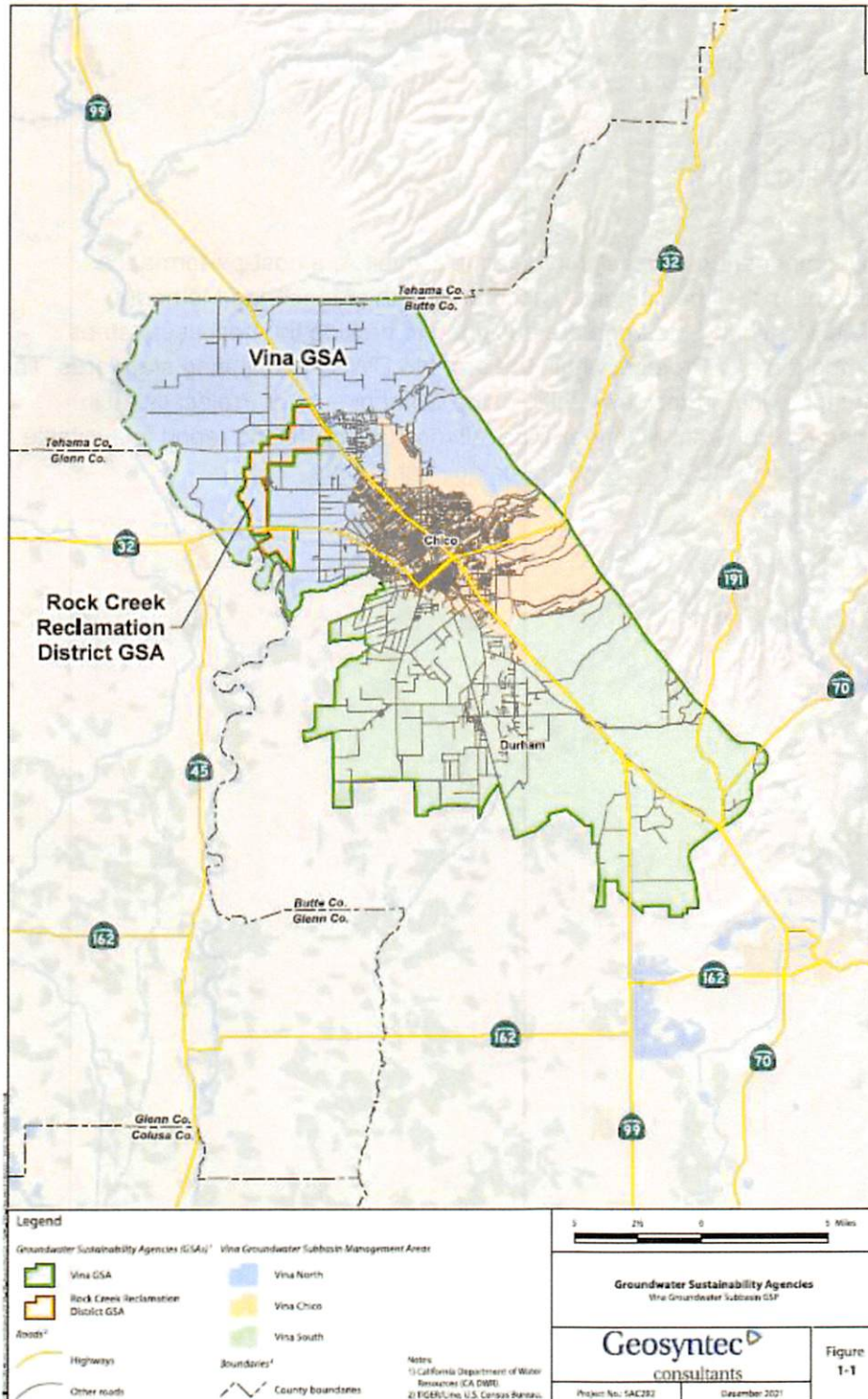
Project Files:

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

# Exhibit I PROJECT LOCATION

GSP - Vina Groundwater Subbasin  
Section 1

Figure 1



## Exhibit J MONITORING AND MAINTENANCE PLAN COMPONENTS AND GUIDANCE

### Introduction

- Goals and objectives of the project
- Site location and history
- Improvements implemented
- Monitoring and Reporting Plan

For each construction Component or Project contained in Exhibit A, a post-performance monitoring and reporting plan shall be submitted according to the Monitoring Method(s) developed by DWR. The Monitoring Methods are designed to provide the necessary steps needed to monitor Components or Projects within the grant to DWR's monitoring standards. The detailed Monitoring Methods and protocols specific to the Components or Project listed in Exhibit A will be provided by the Grant Manager. The full monitoring method report is available on the SGM Grant Program website at: [www.water.ca.gov/sgmgrants](http://www.water.ca.gov/sgmgrants).

**Exhibit K**  
**APPRAISAL SPECIFICATIONS**  
*NOT APPLICABLE*

For property acquisitions funded in this Grant Agreement, the Grantee must submit an appraisal for review and approval by the Department of General Services or DWR's Real Estate Branch prior to reimbursement or depositing State funds into an escrow account. All appraisal reports, regardless of report format, must include all applicable Appraisal Specifications below. Appraisals for a total compensation of \$150,000 or more shall be reported as a Self-Contained Appraisal Report. Appraisals for a total compensation of less than \$150,000 may be reported as a Summary Appraisal Report, which includes all information necessary to arrive at the appraiser's conclusion. Appraisal Specifications 14, 16, 21, 23-25, and 28 shall be narrative analysis regardless of the reporting format.

1. Title page with sufficient identification of appraisal assignment.
2. Letter of transmittal summarizing important assumptions and conclusions, value estimate, date of value, and date of report.
3. Table of contents.
4. Assumptions and Limiting Conditions, Extraordinary Assumptions, and Hypothetical Conditions as needed.
5. Description of the scope of work, including the extent of data collection and limitations, if any, in obtaining relevant data.
6. Definition of Fair Market Value, as defined by Code of Civil Procedure, section 1263.320.
7. Photographs of subject property and comparable data, including significant physical features and the interior of structural improvements, if applicable.
8. Copies of the Tax Assessor's plat map with the subject marked along with all contiguous assessor's parcels that depict the ownership.
9. A legal description of the subject property, if available.
10. For large, remote, or inaccessible parcels, provide aerial photographs or topographical maps depicting the subject boundaries.
11. Three-year subject property history, including sales, listings, leases, options, zoning, applications for permits, or other documents or facts that might indicate or affect use or value.
12. Discussion of any current Agreement of Sale, option, or listing of subject property. This issue required increased diligence since state agencies often utilize non-profit organizations to quickly acquire sensitive-habitat parcels using Option Agreements. However, due to confidentiality clauses, the terms of the Option are often not disclosed to the State. If the appraiser discovers evidence of an Option or the possible existence of an Option, and the terms cannot be disclosed due to a confidentiality clause, then the appraiser is to cease work and contact the client.
13. Regional, area, and neighborhood analyses. This information may be presented in a summary format.
14. Market conditions and trends, including identification of the relevant market area, a discussion of supply and demand within the relevant market area, and a discussion of the

- relevant market factors impacting demand for site acquisition and leasing within the relevant market area. This information may be presented in a summary format.
15. Discussion of subject land/site characteristics (size, topography, current use, elevations, zoning and land use issues, development entitlements, General Plan designation, utilities, offsite improvements, access, land features such as levees and creeks, offsite improvements, easements and encumbrances, covenants, conditions and restrictions, flood and earthquake information, toxic hazards, water rights, mineral rights, toxic hazards, taxes and assessments, etc.).
  16. Description of subject improvements, including all structures, square footage, physical age, type of construction, quality of construction, condition of improvements, and/or identification of any permanent plantings. Discussion of construction cost methodology, costs included and excluded, accrued depreciation from all causes, remaining economic life, items of deferred maintenance and cost to cure, and incurable items. Construction cost data must include cost data source, date of estimate or date of publication of cost manual, section and page reference of cost manual, copies of cost estimate if provided from another source, replacement or reproduction cost method used, and supporting calculations including worksheets or spreadsheets.
  17. Subject property leasing and operating cost history, including all items of income and expense.
  18. Analysis and conclusion of the larger parcel for partial taking appraisals. For partial taking appraisals, Appraisal Specifications generally apply to the larger parcel rather than an ownership where, the larger parcel is not the entire ownership.
  19. Include a copy of a recent preliminary title report (within the past year) as an appraisal exhibit. Discuss the title exceptions and analyze the effect of title exceptions on fair market value.
  20. For appraisals of partial takings or easements, a detailed description of the taking or easement area, including surface features and topography, easements, encumbrances or improvements, including levees within the subject partial take or easement, and whether the take area is characteristic of the larger parcel. Any characteristics of the taking area, including existing pre-project levees that render the take area different from the larger parcel, must be addressed in the valuation.
  21. Opinion of highest and best use for the subject property, based on an in-depth analysis supporting the concluded use, which includes the detail required by the complexity of the analysis. Such support typically requires a discussion of the four criteria of tests utilized to determine the highest and best use of a property. If alternative feasible uses exist, explain and support market, development, cash flow, and risk factors leading to an ultimate highest and best use decision.
  22. All approaches to market value applicable to the property type and in the subject market. Explain and support the exclusion of any usual approaches to value.
  23. Map(s) showing all comparable properties in relation to the subject property.
  24. Photographs and plat maps of comparable properties.
  25. In-depth discussion of comparable properties, similarities and differences compared to the subject, adjustments to the comparable data, and discussion of the reliability and credibility of the data as it relates to the indicated subject property value. Improved comparable sales, which are used to compare to vacant land subject properties, must include an allocation between land and improvements, using a methodology similar to the methodology used in



item 16 above to estimate improvement value, when possible, with an explanation of the methodology used.

26. Comparable data sheets.

- a) For sales, include information on grantor/Grantee, sale/recordation dates, listed or asking price as of the date of sale, highest and best use, financing, conditions of sale, buyer motivation, sufficient location information (street address, post mile, and/or distance from local landmarks such as bridges, road intersections, structures, etc.), land/site characteristics, improvements, source of any allocation of sale price between land and improvements, and confirming source.
  - b) For listings, also include marketing time from the list date to the effective date of the appraisal, original list price, changes in list price, and broker feedback, if available.
  - c) For leases, include significant information such as lessor/lessee, lease date and term, type of lease, rent and escalation, expenses, size of space leased, tenant improvement allowance, concessions, use restrictions, options, and confirming source. When comparing improved sales to a vacant land subject, the contributory value of the improvements must be segregated from the land value.
27. For appraisals of easements, a before and after analysis of the burden of the easement on the fee, with attention to how the easement affects the highest and best use in the after condition. An Easement Valuation Matrix or generalized easement valuation references may be used ONLY as a reference for a secondary basis of value.
28. For partial taking and easement appraisals, valuation of the remainder in the after condition and analysis and identification of any change in highest and best use or other characteristics in the after condition, to establish severance damages to the remainder in the after condition, and a discussion of special and general benefits, and cost to cure damages or construction contract work.
29. There are occasions where properties involve water rights, minerals, or salable timber that require separate valuations. If an appraisal assignment includes water rights, minerals, or merchantable timber that requires separate valuation, the valuation of the water rights, minerals, or merchantable timber must be completed by a credentialed subject matter specialist.
30. For partial taking and easement appraisals, presentation of the valuation in California partial taking acquisition required format.
31. Implied dedication statement.
32. Reconciliation and final value estimate. Include analysis and comparison of the comparable sales to the subject and explain and support conclusions reached.
33. Discussion of any departures taken in the development of the appraisal.
34. Signed Certification consistent with the language found in Uniform Standards of Professional Appraisal Practice.
35. If applicable, in addition to the above, appraisals of telecommunication sites must also provide:
- a) A discussion of market conditions and trends, including identification of the relevant market, a discussion of supply and demand within the relevant market area, and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area.

An analysis of other (ground and vault) leases comparable to the subject property. Factors to be discussed in the analysis include the latitude, longitude, type of tower, tower height, number of rack spaces, number of racks occupied, placement of racks, power source and adequacy, backup power, vault and site improvements description and location on site, other utilities; access, and road maintenance costs.

**Exhibit L**  
**INFORMATION NEEDED FOR ESCROW PROCESSING AND CLOSURE**  
*NOT APPLICABLE*

The Grantee must provide the following documents to the State Project Representative during the escrow process. Property acquisition escrow documents must be submitted within the term of this Grant Agreement and after a qualified appraisal has been approved.

- Name and Address of the Title Company Handling the Escrow
- Escrow Number
- Name of Escrow Officer
- Escrow Officer's Phone Number
- Dollar Amount Needed to Close Escrow
- Legal Description of Property Being Acquired
- Assessor's Parcel Number(s) of Property Being Acquired
- Copy of Title Insurance Report
- Entity Taking Title as Named Insured on Title Insurance Policy
- Copy of Escrow Instructions in Draft Form Prior to Recording for Review Purposes
- Copy of Final Escrow Instructions
- Verification that all Encumbrances (Liens, Back Taxes, and Similar Obligations) have been Cleared Prior to Recording the Deed to Transfer Title
- Copy of Deed for Review Purposes Prior to Recording
- Copy of Deed as Recorded in County Recorder's Office
- Copy of Escrow Closure Notice

**EXHIBIT M**  
**INVOICE GUIDANCE FOR ADMINISTRATIVE AND OVERHEAD CHARGES**

The funds provided pursuant to this Agreement may only be used for costs that are directly related to the funded Project. The following provides a list of typical requirements for invoicing, specifically providing guidance on the appropriate methods for invoicing administrative and direct overhead charges.

**Administration Charges**

Indirect and General Overhead (i.e., indirect overhead) charges are not an allowable expense for reimbursement. However, administrative expenses that are apportioned directly to the project are eligible for reimbursement. Costs such as rent, office supplies, fringe benefits, etc., can be "Direct Costs" and are eligible expenses as long as:

- There is a consistent, articulated method for how the costs are allocated that is submitted and approved by the Grant Manager. The allocation method must be fully documented for auditors.
- A "fully-burdened labor rate" can be used to capture allowable administrative costs.
- The administrative/overhead costs can never include:
  - Non-project specific personnel and accounting services performed within the Grantee or an LPS' organization
  - Generic markup
  - Tuition
  - Conference fees
  - Building and equipment depreciation or use allowances
- Using a general overhead percentage is never allowed

**Labor Rates**

The Grantee must provide DWR with supporting documentation for personnel hours (see personnel billing rates letter in example invoice packet). The personnel rate letter should be submitted to the DWR Grant Manager prior to submittal of the first invoice. The supporting documentation must include, at a minimum, employee classifications that will be reimbursed by grant funds and the corresponding hourly rate range. These rates should be "burdened"; the burdened rate must be consistent with the Grantee's/Local Project Sponsors standardized allocation methodology. The supporting documentation should also provide an explanation of what costs make up the burdened rate and how those costs were determined. This information will be used to compare against personnel hours summary table invoice back up documentation. Periodic updates may be needed during the life of the grant which would be handled through a revised billing rate letter.