

**SUBRECIPIENT AGREEMENT BETWEEN THE
VINA GROUNDWATER SUSTAINABILITY AGENCY AND
AGRICULTURAL GROUNDWATER USERS OF BUTTE COUNTY**

**FOR PROJECT MANAGEMENT AND TECHNICAL ASSISTANCE SUPPORT FOR DEMAND
REDUCTION STRATEGIES IN THE VINA SUBBASIN COMPONENT AND SURFACE
WATER SUPPLY AND RECHARGE FEASIBILITY STUDY COMPONENT**

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

THIS AGREEMENT is entered into on this 13th 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 **Agricultural Groundwater Users of Butte County**, a California 501(c)(6) non-profit corporation whose offices are located at 30 Independence Circle, Chico, California, 95973, (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 Projects (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 assist in the management and implementation of two components of the Project – Component 3, Demand Reduction Strategies in the Vina Subbasin, and Component 5, Surface Water Supply and Recharge Feasibility Study.

WHEREAS, the Subrecipient has specialized knowledge and relationships with farmers and local stakeholders that shall assist in the successful implementation of Component 3 and Component 5, and the Vina GSA wishes to further augment its capacity to successfully complete the deliverables of these two components.

WHEREAS, the Vina GSA wishes to engage Subrecipient to manage GSA Consultant(s) on behalf of the Vina GSA to complete the deliverables of Component 3 and Component 5, and as defined in the Exhibit A, Work Plan.

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

1. PURPOSE

Subrecipient shall provide project management services to assist in the implementation of two components of the Project – Component 3, Demand Reduction Strategies in the Vina Subbasin, and Component 5, Surface Water Supply and Recharge Feasibility Study.

For Component 3, Demand Reduction Strategies in the Vina Subbasin, Subrecipient shall provide project management services consistent with the Work Plan described in Exhibit A, Work Plan.

For Component 5, Surface Water Supply and Recharge Feasibility Study, Subrecipient shall provide project management services consistent with the Work Plan described in Exhibit A, Work Plan.

2. TERM OF SUBRECIPIENT AGREEMENT

The term of this Agreement shall begin on December 13, 2023, 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 \$395,000 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. Staffing: Staffing shall be determined by Subrecipient after consultation with and concurrence from Butte County Department of Water and Resource Conservation and Vina GSA staff. All expenses for contractors hired under subcontracts to Subrecipient shall be approved in writing by Vina GSA staff prior to the Subrecipient committing contractually to the subcontractor. Such subcontractor expenses shall be considered approved if Vina GSA staff reviews and approves the subcontractor agreement to Subrecipient. No reimbursement under this section shall be allowed or reimbursed without presentation of invoices from subcontractors and/or receipts for direct expenses. The Vina GSA shall not unreasonably withhold its concurrence to any proposed staffing and/or subcontracting plan.
- d. 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.
- e. Compliance with Standard Conditions: Subrecipient must adhere to all applicable standard conditions stated in DWR Grant Agreement, 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 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 DECEMBER 13, 2023 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 DWR Grant Agreement. Payment will be made no more frequently than monthly, 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:

- a. 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.
- b. Making any false warranty, representation, or statement with respect to this Agreement or the application filed to obtain this Agreement.
- c. Failure to operate or maintain the Project in accordance with this Agreement.
- d. 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.
- e. Failure to submit invoice progress reports pursuant to Paragraph 4.
- f. Failure to routinely invoice the Vina GSA pursuant to Paragraph 7.
- g. Failure to meet any of the requirements set forth in Paragraph 10, "Continuing Eligibility."
- h. 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:

Agricultural Groundwater Users of Butte County	Vina Groundwater Sustainability Agency
Rich McGowan	Kamie Loeser
30 Independence Circle, Suite 300	Director, Butte County
Chico, CA 95973	308 Nelson Ave.
Phone: (530) 342-4040	Oroville, CA 95965
Email: rmfrich@hotmail.com	Phone: (530) 552-3595
	Email: kloeser@buttecounty.net

Direct all inquiries to the Project Manager:

Agricultural Groundwater Users of Butte County	Vina Groundwater Sustainability Agency
Tovey Giezentanner	Christina Buck
30 Independence Circle, Suite 300	Assistant Director, Butte County
Chico, CA 95973	308 Nelson Ave.
Phone: (916) 801-0344	Oroville, CA 95965
Email: tovey@giezentanner.com	Phone: (530) 552-3593
	Email: cbuck@buttecounty.net

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

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 – Standard Conditions
Exhibit E – Requirements for Data Submittal

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

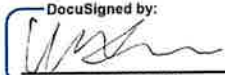
SUBRECIPIENT
AGRICULTURAL GROUNDWATER USERS
OF BUTTE COUNTY

VINA GROUNDWATER SUSTAINABILITY
AGENCY

Rich McGowan Date
President

Chair, Vina GSA Date

Approved as to Legal Form and Sufficiency

DocuSigned by:
 4/4/2024

Valerie Kincaid Date
Vina GSA Legal Counsel

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

SUBRECIPIENT
AGRICULTURAL GROUNDWATER USERS
OF BUTTE COUNTY

VINA GROUNDWATER SUSTAINABILITY
AGENCY

 3-14-24
Rich McGowan Date
President

 3/19/24
Chair, Vina GSA Date

Approved as to Legal Form and Sufficiency

Valerie Kincaid Date
Vina GSA Legal Counsel

EXHIBIT A

WORK PLAN

Subrecipient shall provide project management services to assist in the implementation of two Vina GSA Grant Projects – Component 3, Demand Reduction Strategies in the Vina Subbasin, and Component 5, Surface Water Supply and Recharge Feasibility Study.

COMPONENT 3 - Demand Reduction Strategies in the Vina Subbasin

Component 3, Demand Reduction Strategies in the Vina Subbasin, 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 piloting of innovative irrigation technologies, and 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.

At the direction of the Vina GSA and its Project Representatives, Subrecipient shall provide project management for this component, which includes administering and providing technical assistance and subject matter expertise to support the following tasks:

Category (a): Project Administration

Task 1: Component Administration

1. Draft each Quarterly Progress Report for this Component. Progress Reports shall, in part, provide a brief description of the work performed, the Component's activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work during the reporting period. The Vina GSA Grant Manager will provide a Quarterly Progress Report template that shall be used for the duration of the Agreement.
2. Prepare Component Invoice Package to accompany Quarterly Progress Reports. Collect and organize backup documentation by budget category and task and generate a summary Excel document using template from GSA Grant Manager detailing contents of the backup documentation organized by task for submission of Component Invoice.
3. Generate Draft and Final Component Completion Reports, i.e., reports detailing component work completed during reporting periods consistent with this Agreement. The Subrecipient shall submit a Component Completion Report within sixty (60) 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.
4. Maintain the project record of documents and files generated by GSA Consultant(s), Subrecipient, or other partnering entities involved with the Component.

5. Manage contracts and GSA Consultant teams needed to complete all Component tasks in the DWR Grant Agreement as outlined here:
 - i. Project Administration
 - ii. Develop Extend Orchard Replacement Pilot Program
 - iii. Develop Precision Irrigation Pilot Program Design
 - iv. Implement Extend Orchard Replacement Pilot Program
 - v. Implement Precision Irrigation Pilot Program
 - vi. Implement Monitor and Assess Extend Orchard Replacement Program
 - vii. Implement Monitor and Assess Precision Irrigation Pilot Program
 - viii. Outreach Program

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 Vina GSA. If requested, the Subrecipient shall promptly provide any additional information deemed necessary by the Vina GSA.

Subrecipient shall ensure GSA Consultant(s) submit applicable data in keeping with the State's Requirements for Data Submittal as described in Exhibit E.

Task 1 Deliverables:

- a. Component reporting to be included in SGM Grant Program Quarterly Progress Reports and Invoices
- b. Project Files at conclusion of the project
- c. Review and approve Contractor Invoices for consistency with grant requirements
- d. Draft and Final Component Completion Reports

Category (b): Environmental / Engineering / Design

Task 2: Develop Extend Orchard Replacement Pilot Program

1. Provide technical input and manage GSA Consultant team to:
 - a. Quantify potential water savings and required incentive costs for implement the Extend Orchard Replacement Program.
 - b. Develop a pilot project plan after costs and benefits are known.
 - c. Generate a Technical Memo with more detailed information using the above information.
2. Facilitate meetings between stakeholders, project advisors, and the GSA Consultant team to support program design.
3. Review draft documentation and provide direction to GSA Consultant team

Task 2 Deliverables:

- a. Provide written comments to GSA Consultant on Task 2 Technical Memo

Task 3: Develop Precision Irrigation Pilot Program Design

1. Provide technical input and manage GSA Consultant team to:
 - a. Perform a comprehensive field-scale ground-based inventory of irrigation methods, crops, and water sources in the Vina Subbasin.
 - b. Review state of the art precision irrigation technology.
 - c. Select the most appropriate precision irrigation technology.
 - d. Develop a precision irrigation pilot program for the Vina Subbasin, including a summary of ground-based inventory.
 - e. Generate a Technical Memo with more detailed information using the above information.
 - f. Facilitate meetings between stakeholders, project advisors, and the consultant team to support program design.
2. Review draft documentation and provide direction to GSA Consultant team. Subrecipient shall review and provide comments on draft Technical Memo developed by the GSA Consultant for Task 3.

Task 3 Deliverables:

- a. Provide written comments to GSA Consultant on Task 3 Technical Memo

Category (c): Implementation / Construction

Task 4: Implement Extend Orchard Replacement Pilot Program

1. Identify willing growers and lands for pilot implementation.
2. Implement a two-year pilot project on land where acreage will be determined based on magnitude of required incentives.

Task 4 Deliverables:

- a. Map of Participating Parcels
- b. Summary of Participants

Task 5: Implement Precision Irrigation Pilot Program

1. Disseminate remotely sensed ET data to Vina Subbasin agricultural interested parties within the Vina Subbasin.
2. Implement a precision irrigation pilot program in coordination with agricultural and academic partners and the GSA Consultant team.

Task 5 Deliverables:

- a. Map of Participating Parcels
- b. Summary of Participants

Category (e): Engagement / Outreach

Task 6: Outreach Program

1. Develop education and outreach materials, including at least one video, on the Extend Orchard Replacement Program and Precision Irrigation Pilot Program.
2. Plan and implement education and outreach events related to the program targeting growers, URCs, SDACs, and youth.
3. Facilitate an interested party kick-off meeting to describe the program.

Task 6 Deliverables:

- a. Outreach materials
- b. Meeting agendas

COMPONENT 5 - Surface Water Supply and Recharge Feasibility Study

Component 5, Surface Water Supply and Recharge Feasibility Study, 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 development 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 increasing recharge in the Vina Subbasin. The results of this analysis will be used to identify potential areas for recharge and/or recharge projects for implementation.

At the direction of the Vina GSA and Project Representatives, Subrecipient shall provide project management for this component, which includes administering and providing technical assistance to support the following tasks:

Category (a): Project Administration

Task 1: Component Administration

1. Generate Draft and Final Component Completion Reports, i.e., reports detailing component work completed during reporting periods consistent with this Agreement.
2. Collect and organize backup documentation for invoices by budget category and task and generate a summary Excel document detailing contents of the backup documentation organized by task using template provided by Vina GSA Grant Manager.
3. Generate draft Quarterly Progress Reports. Progress Reports shall, in part, provide a brief description of the work performed, the Component's activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work during the reporting period. The Vina GSA Grant Manager will provide a Quarterly Progress Report template that shall be used for the duration of the Agreement.
4. Assist with agreement and contract development with GSA Consultant(s).

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 Vina GSA. If requested, the Subrecipient shall promptly provide any additional information deemed necessary by the Vina GSA.

Subrecipient shall ensure GSA Consultant(s) submit applicable data in keeping with the State's Requirements for Data Submittal as described in Exhibit E.

Task 1 Deliverables:

- a. Component reporting to be included in SGM Grant Program Quarterly Progress Reports and Invoices
- b. Draft and Final Component Completion Reports

Categories (b): Environmental / Engineering / Design

Task 2: Water Supply Project Feasibility Analysis

1. Facilitate meetings between staff, stakeholders, project advisors, and the GSA Consultant team.
2. Review and provide comments on draft documentation generated by GSA Consultant team.
3. Manage GSA Consultant team to:
 - a. Develop a conceptual water supply projects list and perform initial screening by conducting a fatal flaws analysis.
 - b. Select two most promising projects in consultation with interested parties and GSAs.
 - c. Identify and evaluate water conveyance and place of use options, environmental concerns, financing options, and water rights concerns.
 - d. Develop reconnaissance-level project designs and cost estimates.
 - e. Quantify cost-benefit ratio of projects in terms of dollars per acre-foot (\$/AF).
 - f. Generate a Summary of all projects considered.
 - g. Generate a Feasibility Analysis Report.

Task 2 Deliverables:

- a. Provide written comments on Task 2 DRAFT Feasibility Analysis Report

Task 3: Recharge Project Identification and Feasibility Analysis

1. Facilitate meetings between staff, stakeholders, project advisors, and the GSA Consultant team.
2. Review and provide comments on draft documentation generated by GSA Consultant team.
3. Manage GSA Consultant team to:
 - a. Obtain information from stakeholders regarding potential recharge projects that could be completed within the short term.

- b. Review proposed projects within the Vina Subbasin GSP and existing studies.
- c. Review the results of the airborne electromagnetic (AEM) survey conducted in the Subbasin.
- d. Conduct site visits and outreach with the project proponents, landowners, and relevant water purveyors to gather additional details, and discuss feasibility for conducting recharge.
- e. 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.
- f. Generate a Technical Memo with more detailed information using the above information.

Task 3 Deliverables

- a. Provide written comments on Task 3 Technical Memo

Task 4: Groundwater Recharge Investigation and Implementation

- 1. Facilitate meetings between staff, stakeholders, project advisors, and the GSA Consultant team.
- 2. Review and provide comments on draft documentation generated by GSA Consultant team.
- 3. Manage GSA Consultant(s) to:
 - a. Investigate groundwater recharge performance to identify the groundwater recharge potential at selected site from feasibility analysis.
 - b. 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.
 - c. Implement groundwater recharge pilot project, if feasible.
 - d. Generate a Groundwater Recharge Investigation Report
 - e. Generate a Pilot Project Implementation Report.

Task 4 Deliverables:

- a. Provide written comments on Task 4 Groundwater Recharge Investigation Report and Pilot Project Implementation Report

Category (e): Engagement / Outreach

Task 6: Project Outreach and Coordination

- 1. Assist with project feasibility meetings for identified recharge and water supply projects.
- 2. Assist with development of 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:

- a. Written comments on draft outreach materials
- b. Meeting Agendas from meetings attended.

EXHIBIT B

BUDGET

Component 3: Demand Reduction Strategies in the Vina Subbasin:

Expense			Totals
Task 1	Project Administration and Management	Category (a)	\$90,000
Task 2	Develop Extend Orchard Replacement Pilot Program	Category (b)	\$25,000
Task 3	Develop Precision Irrigation Pilot Program Design	Category (b)	
Task 4	Implement Extend Orchard Replacement Pilot Program	Category (c)	\$60,000
Task 5	Implement Precision Irrigation Pilot Program	Category (c)	
Task 8	Outreach Program	Category (e)	\$120,000
Component 3 Total			\$295,000

Component 5: Surface Water Supply and Recharge Feasibility Analysis

Expense			Totals
Task 1	Administration and Management	Category (a)	\$15,000
Task 2	Water Supply Project Feasibility Analysis	Category (b)	\$75,000
Task 3	Recharge Project Identification and Feasibility Analysis	Category (b)	
Task 4	Groundwater Recharge Investigation and Implementation	Category (b)	
Task 6	Project Outreach and Coordination	Category (e)	\$10,000
Component 5 Total			\$100,000

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

Categories	Start Date ¹	End Date ¹
Component 3: Demand Reduction Strategies in the Vina Subbasin	12/13/2023	4/15/2026
(a) Subrecipient Grant Agreement Administration	12/13/2023	4/15/2026
(b) Environmental / Engineering / Design	12/13/2023	4/15/2026
(c) Implementation / Construction	06/01/2024	4/15/2026
(d) Monitoring / Assessment	12/13/2023	4/15/2026
(e) Education / Outreach	12/13/2023	4/15/2026
Component 5: Surface Water Supply and Recharge Feasibility Study	12/13/2023	4/15/2026
(a) Subrecipient Grant Agreement Administration	12/13/2023	4/15/2026
(b) Environmental / Engineering / Design	12/13/2023	4/15/2026
(c) Implementation / Construction	N/A	N/A
(d) Monitoring / Assessment	N/A	N/A
(e) Education / Outreach	12/13/2023	4/15/2026

NOTES:

¹ 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

STANDARD CONDITIONS

- D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:
A. Separate Accounting of Funding Disbursements: the Subrecipient shall account for the money disbursed pursuant to this Subrecipient Agreement separately from all other funds. The Subrecipient shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. The Subrecipient shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. The Subrecipient shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by the Vina GSA at any and all reasonable times.
- D.2. BUDGET CONTINGENCY: If the Budget Act of the current year covered under this Subrecipient Agreement does not appropriate sufficient funds for this program, this Subrecipient Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the Vina GSA to make any payments under this Subrecipient Agreement. In this event, the Vina GSA shall have no liability to pay any funds whatsoever to the Subrecipient or to furnish any other considerations under this Subrecipient Agreement and the Subrecipient shall not be obligated to perform any provisions of this Subrecipient Agreement. Nothing in this Subrecipient Agreement shall be construed to provide the Subrecipient with a right of priority for payment over any other Subrecipient. If funding for any fiscal year after the current year covered by this Subrecipient Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the Vina GSA shall have the option to either cancel this Subrecipient Agreement with no liability occurring to the Vina GSA, or offer a Subrecipient Agreement amendment to the Subrecipient to reflect the reduced amount.
- D.3. CALIFORNIA CONSERVATION CORPS: The Subrecipient may use the services of the California Conservation Corps or other community conservation corps as defined in Public Resources Code section 14507.5.
- D.4. CEQA: Activities funded under this Subrecipient 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 GSA Grant Manager and the Subrecipient has been given notice to proceed.
- D.5. CHILD SUPPORT COMPLIANCE ACT: The Subrecipient acknowledges in accordance with Public Contract Code section 7110, that:
A. The Subrecipient recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and

- B. The Subrecipient, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.6. CLAIMS DISPUTE: Any claim that the Subrecipient may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the GSA Grant Manager, within thirty (30) days of the Subrecipient's knowledge of the claim. The Vina GSA and the Subrecipient 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.7. COMPETITIVE BIDDING AND PROCUREMENTS: The Subrecipient's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by the Vina GSA under this Subrecipient Agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Subrecipient does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' State Contracting Manual rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
- D.8. COMPUTER SOFTWARE: The Subrecipient certifies that it has appropriate systems and controls in place to ensure that Vina GSA funds will not be used in the performance of this Subrecipient Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.9. 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 Subrecipient: Employees of the Subrecipient shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited

to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)

- D. Employees and Consultants to the Subrecipient: Individuals working on behalf of a Subrecipient may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.

D.10. DELIVERY OF INFORMATION, REPORTS, AND DATA: The Subrecipient agrees to expeditiously provide throughout the term of this Subrecipient Agreement, such reports, data, information, and certifications as may be reasonably required by the Vina GSA.

D.11. DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance: By signing this Subrecipient Agreement, the Subrecipient, 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 Subrecipient'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 Subrecipient Agreement:
 - i. Will receive a copy of the Subrecipient's drug-free policy statement, and
 - ii. Will agree to abide by terms of the Subrecipient's condition of employment, contract or subcontract.

D.12. SUBRECIPIENT'S RESPONSIBILITIES: The Subrecipient 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. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Subrecipient Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Subrecipient in the application, documents, amendments, and communications filed in support of its request for funding.
- C. Comply with all applicable California, federal, and local laws and regulations.
- D. Implement the Project in accordance with applicable provisions of the law.
- E. Fulfill its obligations under the Subrecipient Agreement and be responsible for the performance of the Project.
- F. Obtain any and all permits, licenses, and approvals required for performing any work under this Subrecipient Agreement, including those necessary to perform design,

construction, or operation and maintenance of the Project. The Subrecipient shall provide copies of permits and approvals to the Vina GSA.

- G. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Subrecipient shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The Vina GSA will not mediate disputes between the Subrecipient and any other entity concerning responsibility for performance of work.
- D.13. GOVERNING LAW: This Subrecipient Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.14. INCOME RESTRICTIONS: The Subrecipient agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Subrecipient under this Agreement shall be paid by the Subrecipient to the Vina GSA, to the extent that they are properly allocable to costs for which the Subrecipient has been reimbursed by the Vina GSA under this Agreement. The Subrecipient shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.
- D.15. INDEMNIFICATION: The Subrecipient shall indemnify and hold and save the Vina GSA, 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 Subrecipient shall require its contractors or subcontractors to name the Vina GSA, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- D.16. INDEPENDENT CAPACITY: The Subrecipient, and the agents and employees of the Subrecipients, in the performance of the Subrecipient Agreement, shall act in an independent capacity and not as officers, employees, or agents of the Vina GSA.
- D.17. INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Subrecipient 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 Subrecipient Agreement. Failure or refusal by the Subrecipient to comply with this provision shall be considered a breach of this Subrecipient Agreement, and the Vina GSA may withhold disbursements to the Subrecipient or take any other action it deems necessary to protect its interests.
- D.18. INSPECTIONS OF PROJECT BY VINA GSA: The Vina GSA shall have the right to inspect the work being performed at any and all reasonable times during the term of the Subrecipient Agreement. This right shall extend to any subcontracts, and the Subrecipient shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Subrecipient Agreement with the Vina GSA.

- D.19. LABOR CODE COMPLIANCE: The Subrecipient agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's Public Works Manual at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Subrecipient affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Subrecipient affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.
- D.20. MODIFICATION OF OVERALL WORK PLAN: At the request of the Subrecipient, the Vina GSA 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 Agreement. Non-material changes with respect to work plan are changes that help clarify the original language, addition of task without deleting others, and minor edits that will not result in change to the original scope. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the Vina GSA 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 Subrecipient to the Vina GSA in writing and are not effective unless and until specifically approved by the Vina GSA's Grant Manager in writing.
- D.21. NONDISCRIMINATION: During the performance of this Subrecipient Agreement, the Subrecipient and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medial and family care leave or pregnancy disability leave. The Subrecipient and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Subrecipient and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. The Subrecipient and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- The Subrecipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Subrecipient Agreement.
- D.22. OPINIONS AND DETERMINATIONS: Where the terms of this Subrecipient 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.23. PRIORITY HIRING CONSIDERATIONS: If this Subrecipient Agreement includes services in excess of \$200,000, the Subrecipient shall give priority consideration in filling vacancies in positions funded by the Subrecipient Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.
- D.24. REMAINING BALANCE: In the event the Subrecipient does not submit invoices requesting all of the funds encumbered under this Subrecipient Agreement, any remaining funds revert to the Vina GSA. The Vina GSA will notify the Subrecipient stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Subrecipient Agreement.
- D.25. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Subrecipient Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.26. RIGHTS IN DATA: The Subrecipient agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Subrecipient Agreement shall be the property and ownership of the Vina GSA and made available 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 Subrecipient shall not utilize the materials for any profit-making venture or sell or Subrecipient rights to a third party who intends to do so.
- D.27. SEVERABILITY: Should any portion of this Subrecipient Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Subrecipient Agreement shall continue as modified.
- D.28. SUSPENSION OF PAYMENTS: This Subrecipient Agreement may be subject to suspension of payments or termination, or both if the Vina GSA determines that:
A. The Subrecipient, its contractors, or subcontractors have made a false certification, or
B. The Subrecipient, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Subrecipient Agreement.
- D.29. SUCCESSORS AND ASSIGNS: This Subrecipient Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Subrecipient Agreement or any part thereof, rights hereunder, or interest herein by the Subrecipient shall be valid unless and until it is approved by the Vina GSA and made subject to such reasonable terms and conditions as the Vina GSA may impose.
- D.30. TERMINATION BY THE SUBRECIPIENT: Subject to Vina GSA approval which may be reasonably withheld, the Subrecipient may terminate this Agreement and be relieved of contractual obligations. In doing so, the Subrecipient must provide a reason(s) for termination. The Subrecipient must submit all progress reports summarizing accomplishments up until termination date.
- D.31. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 9, "Default Provisions," the Vina GSA may terminate this Subrecipient Agreement and be relieved of any payments should the Subrecipient fail to perform the requirements of this Subrecipient Agreement at the time and in the manner herein, provided including but not limited to

reasons of default under Paragraph 9, "Default Provisions."

- D.32. TERMINATION WITHOUT CAUSE: The Vina GSA may terminate this Agreement without cause on 30 days' advance written notice. The Subrecipient shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.33. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or Subrecipient remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.34. TIMELINESS: Time is of the essence in this Subrecipient Agreement.
- D.35. UNION ORGANIZING: The Subrecipient, by signing this Subrecipient Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Subrecipient Agreement. Furthermore, the Subrecipient, by signing this Subrecipient Agreement, hereby certifies that:
- A. No Vina GSA funds disbursed by this Subrecipient Agreement will be used to assist, promote, or deter union organizing.
 - B. The Subrecipient shall account for Vina GSA funds disbursed for a specific expenditure by this Subrecipient Agreement to show those funds were allocated to that expenditure.
 - C. The Subrecipient shall, where Vina GSA funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
 - D. If the Subrecipient makes expenditures to assist, promote, or deter union organizing, the Subrecipient will maintain records sufficient to show that no Vina GSA funds were used for those expenditures and that the Subrecipient shall provide those records to the Attorney General upon request.
- D.36. VENUE: The Vina GSA and the Subrecipient hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Butte, California, or in the United States District Court in and for the Eastern District of California. The Subrecipient hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.37. WAIVER OF RIGHTS: None of the provisions of this Subrecipient 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 Subrecipient Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Subrecipient 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

REQUIREMENTS FOR DATA SUBMITTAL

Surface and Groundwater Quality Data

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

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

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

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 in can be found at: <http://www.water.ca.gov/waterdatalibrary/>.