

compliance with the Grant Agreement in connection with the Project. Sub-Grantee shall further perform all obligations of the Local Project Sponsor for the Project under the Grant Agreement.

(b) Any term or provision of the Grant Agreement that imposes any duty or obligation on the Authority as "Grantee" in connection with the Project shall be deemed to apply to, and be an obligation of Sub-Grantee (the "Project Obligations"). Except as expressly provided in this Agreement, Sub-Grantee hereby agrees to be bound by, perform and be solely responsible for compliance with all the Project Obligations. Any provisions of the Grant Agreement that do not apply to the Project shall not be considered the Project Obligations.

(c) Sub-Grantee shall be responsible to develop and submit to the Authority all necessary information and documents described in the Grant Agreement at least 15 days prior to the time that the Authority is required to submit such items to DWR. Sub-Grantee shall also be responsible for any compliance requirements relating to the Project. If Sub-Grantee fails to timely submit any such information and documents, (i) it shall be deemed a material breach of this Agreement that shall allow the Authority to suspend its performance hereunder and to otherwise invoke Section 11 of this Agreement and (ii) Sub-Grantee shall submit such information and documents within thirty days of a written demand from the Authority.

(d) Subject to Section 2(c) of this Agreement, and without limiting the breadth of the Project Obligations to be undertaken by Sub-Grantee, Sub-Grantee shall be responsible to perform the various tasks more particularly described in Exhibit A to the Grant Agreement insofar as they relate to the Project within the time frames specified in Exhibit B to the Grant Agreement and in accordance with the applicable Budget set forth in Exhibit C to the Grant Agreement.

(e) Sub-Grantee shall comply with all applicable labor requirements with respect to the Project. The parties acknowledge that, as of the date of this Agreement, neither the Authority nor Sub-Grantee has an approved in-house Labor Code 1771.5 Labor Compliance Program. Accordingly, this Agreement and parties' obligations hereunder shall be contingent upon (i) utilization at Sub-Grantee's expense of a third party Labor Compliance Program meeting all applicable requirements, established and/or contracted for by the Authority or Sub-Grantee, in accordance with the requirements of Labor Code Section 1771.5(b), on terms acceptable to the Authority and Sub-Grantee, (ii) Sub-Grantee's contracting with a third party that has been approved by the Director of Industrial Relations to operate a Labor Compliance Program in accordance with the requirements of Labor Code Section 1771.5(b), (iii) the entry by the Authority into a contract for a single third party Labor Compliance Program meeting all applicable requirements covering all sub-grantees receiving funds under the Grant Agreement who must implement or participate in such a program, in accordance with the requirements of Labor Code Section 1771.5(b), on terms acceptable to the Authority and all such sub-grantees, or (iv) a determination by the DWR/Director of Industrial Relations that the requirements of Labor Code Section 1771.5 do not apply to this Agreement. Any and all such costs incurred for the Project labor compliance shall be paid by Sub-Grantee, subject to annually allocated and available Sub-Grantee funding, and payable from Grant Funds in the Sub-Grantee's discretion to the extent eligible.

(f) The Authority's obligations under this Agreement are conditioned on Sub-Grantee's adoption of, and agreement to be bound by and comply with, any amendments of the IRWMP duly adopted by the Authority subsequent to the date of this Agreement. Without limiting the foregoing, Sub-Grantee understands that as of the date of this Agreement the Authority has amended the IRWMP to be compliant with the IRWM Program Guidelines dated August 2010 adopted by DWR in order for the IRWMP to comply with Proposition 84 and recent changes to California Water Code. The failure by Sub-Grantee to timely adopt the amended IRWMP shall be deemed a material breach of this Agreement by Sub-Grantee that shall permit the Authority to suspend its performance hereunder and to otherwise invoke Section 11 of this Agreement.

3. Communication with DWR by Sub-Grantee. Notwithstanding any other provision of this Agreement, all materials or other deliverables, and all communications, relating to the Project, Grant Agreement or Grant Funds to be provided by Sub-Grantee to DWR shall be provided by Sub-Grantee to the Authority, which will in turn provide them to DWR.

4. Land Acquisition Requirements. Sub-Grantee's acquisition of any real property for the Project is subject to the applicable requirements set forth in the Grant Agreement.

5. Disbursement of Grant Funds.

(a) In order to receive disbursement of Grant Funds, Sub-Grantee shall submit to the Authority invoices for eligible expenses in a form required by the Authority. Supporting documentation as described in the Grant Agreement shall accompany each invoice. Such documentation required by this Section 5 shall be sent to:

Kings River Conservation District
4886 East Jensen Ave
Fresno, CA 93725
Attn: Mr. Eric Osterling
Facsimile No.: 559-237-5560
Email Address: eosterling@krccd.org

or such other address as the Authority may provide.

(b) Sub-Grantee shall not request disbursement for any cost until such cost has been incurred and has been (i) paid by or (ii) is due and payable by Sub-Grantee. All Grant Fund disbursements received by Sub-Grantee shall be paid to applicable contractors and vendors within 30 days from receipt of the funds by Sub-Grantee from the Authority subject to resolving any dispute or issue of contention between Sub-Grantee and affected contractors, subcontractors or vendors. In the event that Sub-Grantee fails to disburse Grant Funds to contractors or vendors within such 30 day period or as modified or set forth above, Sub-Grantee shall immediately return such funds to the Authority. In such event, interest shall accrue on such funds from the date of disbursement from the DWR to the Authority through the date of mailing of such funds to the DWR by the Authority, which the Authority shall do as soon as it feasibly can after the

Authority receives such funds from Sub-Grantee. In addition, if Sub-Grantee held such funds in interest-bearing accounts, any and all interest earned on the funds shall be due and payable to the Authority. Sub-Grantee shall indemnify, defend and hold harmless the Indemnified Parties (as defined below) from and against any and all judgments, losses, claims, damages or liabilities, joint or several, to which the Indemnified Parties may become subject which relate to or arise out of Sub-Grantee's failure to immediately return any funds as required by this Section 5. For the purposes of Sections 5 and 10 of this Agreement, the "Indemnified Parties" shall be (i) the Authority and its officers, directors and employees and (ii) the Kings River Conservation District and its officers, directors and employees insofar as they perform services relating to the Authority. No other party shall be an "Indemnified Party" for purposes of this Agreement.

(c) Notwithstanding any other provision of this Agreement, no disbursement shall be required to be made by the Authority 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 or State government, or any loss of tax-free status on state bonds, pursuant to any Federal or State statute or regulation.

6. Budget Detail and Reporting. Sub-Grantee shall be responsible to comply with all budget detail and reporting provisions of the Grant Agreement, to the extent such provisions constitute the Project Obligations. All such information shall be in the form required by and shall include such supporting documentation as may be required by DWR.

7. Grantee Costs. The reasonable costs of the Project are estimated to be \$6,815,000. Sub-Grantee agrees to fund the difference between the estimate of the Project cost and the Grant Funds from available funds. Sub-Grantee's cost share is estimated to be \$5,379,390. If match funds are required for the Project, Sub-Grantee shall provide the Authority evidence that match funds have been expended prior to submittal of a request for Grant Fund reimbursement. Sub-Grantee agrees that it will provide for payment of its full share of the Project costs and that all costs connected with the Project will be paid on a timely basis.

8. Authority Costs. The Authority shall delivery a monthly invoice to Sub-Grantee for the Authority's reasonable costs for time and materials expended by the Authority or its agents in connection with the administration of this Agreement and the Grant Agreement insofar as it relates to the Project. Such costs shall include without limitation the Authority's reasonable costs of developing and complying with this Agreement. Sub-Grantee shall pay all such invoices within 30 days of receipt. Sub-Grantee may, at its election, either (i) submit those invoices to DWR (through the Authority) as expenses to be reimbursed with Grant Funds or (ii) treat amounts paid on those invoices as a portion of Sub-Grantee's cost share for the Project.

9. General Conditions. Sub-Grantee shall comply with all standard conditions and requirements set forth at Exhibits D and E of the Grant Agreement to the extent they apply to the Project, and shall not fail to take any action that would result in a breach of such standard conditions or requirements.

10. Indemnification. The parties agree that review or approval of the Project applications, documents, permits, plans and specifications, or other the Project information by

DWR and/or the Authority is for administrative purposes only and does not relieve Sub-Grantee of its responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the Project. To the fullest extent permitted by law, Sub-Grantee agrees to indemnify, defend and hold harmless each Indemnified Party against any loss or liability arising out of any claim or action brought against an Indemnified Party from and against any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from, or in any way connected with (i) the Project or the conditions, occupancy, use, possession, conduct or management of, work done in or about, or the planning, design, acquisition, installation or construction, of the Project, any component or any part thereof, (ii) the carrying out of any of the transactions contemplated by this Agreement or any related document, (iii) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the California Hazardous Waste Control Law and California Water Code § 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near any component site, (iv) services, if any, provided by an Indemnified Party to Sub-Grantee, except to the extent caused by the Indemnified Party's gross negligence or willful misconduct, (v) Sub-Grantee's failure to comply with this Agreement in any way, (vi) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by Sub-Grantee for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement. To the fullest extent permitted by law, Sub-Grantee agrees to pay and discharge any judgment or award entered or made against an Indemnified Party with respect to any such claim or action, and any settlement, compromise, or other voluntary resolution. The provisions of this Section 10 shall survive the term of this Agreement.

11. Defaults by Sub-Grantee. In the event of a default by Sub-Grantee under this Agreement, the Authority may suspend performance of any or all of its obligations under this Agreement. If such default is not cured within thirty days of written notice of default provided by the Authority to Sub-Grantee, the Authority may terminate this Agreement and Sub-Grantee's access to Grant Funds without any liability whatsoever to the Authority.

12. Representations and Warranties. Sub-Grantee hereby makes all of the representations and warranties contained in the Grant Agreement, for the benefit of the Authority.

13. Required State Disclosure. Funding for the Project has been provided in full or in part through an agreement with the DWR. The contents of this document do not necessarily reflect the views and policies of the DWR, nor does mention of trade names or commercial products constitute endorsement or recommendation for use.

14. Further Assurances. From time to time and at any time after the execution and delivery hereof, each of the parties, at its own expense, shall execute, acknowledge and deliver

any further instruments, documents and other assurances reasonably requested by the other party, and shall take any other action consistent with the terms of this Agreement that may reasonably be requested by the other party, to evidence or carry out the intent of this Agreement.

15. Compliance with Grant Agreement.

(a) Notwithstanding any other provision of this Agreement, Sub-Grantee shall not take any action or fail to take any action that would result in a breach by the Authority under the Grant Agreement. Sub-Grantee shall be solely responsible for all costs incurred by the Authority of any kind as a result of a breach of the Grant Agreement to the extent such breach resulted from the action or inaction of Sub-Grantee.

(b) The parties understand that amendments to the Grant Agreement may be proposed from time to time by either the DWR or the Authority, and nothing in this Agreement shall be interpreted to prohibit such amendments. However, any proposed amendment to the Grant Agreement shall be provided to Sub-Grantee for comment not less than 15 days before it is executed by the Authority. If a proposed amendment would impose no additional obligations on Sub-Grantee if it became a part of the Grant Agreement, or if the Authority is required to execute such amendment in order to maintain the Grant Agreement in full effect, after such 15-day period it may be executed by the Authority and upon such amendment becoming effective it shall be deemed to be a part of the Grant Agreement for all purposes under this Agreement. If a proposed amendment would impose additional obligations on Sub-Grantee if it became a part of the Grant Agreement, unless the Authority is required to execute such amendment in order to maintain the Grant Agreement in full effect, the Authority shall not execute it if Sub-Grantee reasonably objects to such execution during the 15-day comment period. If Sub-Grantee does not so reasonably object, or if Sub-Grantee subsequently confirms in writing that it consents to the amendment, the Authority may thereafter execute such amendment and upon such amendment becoming effective it shall be deemed to be a part of the Grant Agreement for all purposes under this Agreement.

16. Time and Computation of Time. Time is of the essence of this Agreement and each and all of its provisions. The parties agree that the time for performance of any action permitted or required under this Agreement shall be computed as if such action were "an act provided by law" within the meaning of California Civil Code Section 10, which provides: "The time in which any act provided by law to be done is computed by excluding the first day and including the last, unless the last day is a holiday, and then it is also excluded."

17. Effect of Headings. The subject headings of the paragraphs and subparagraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

18. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all of the parties hereto.

19. Waiver. Waiver of any breach of this Agreement by any party hereto shall not constitute a continuing waiver or a waiver of any breach of the same or another provision of this Agreement.

20. Counterparts; Fax and Email Signatures. This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument, all of which together shall constitute one and the same instrument. Facsimile and electronic mail signature pages shall constitute originals.

21. Assignment; Binding Effect. Neither party shall assign any interest in this Agreement without the express written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, assigns, and successors of the parties hereto.

22. Interpretation. It is agreed and acknowledged by the parties that this Agreement has been arrived at through negotiation, and that each party has had a full and fair opportunity to revise the terms of this Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

23. Professionals' Fees. Should any action or proceeding be commenced between the parties hereto concerning this Agreement, or the rights and duties of any party in relation thereto, the party prevailing in such action or proceeding shall be entitled, in addition to such other relief as may be granted, to recover from the losing party a reasonable sum for its attorneys', paralegals', accountants', and other professional fees and costs incurred in connection with such action or proceeding.

24. Governing Law. This Agreement shall be governed by the laws of the State of California.

25. Construction. All words used in this Agreement shall be construed to include the plural as well as the singular number and vice versa. Words used herein in the present tense shall include the future as well as the present, and words used in the masculine gender shall include the feminine and neuter genders.

26. Parties in Interest. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies on any persons other than the parties hereto and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action over and against any party to this Agreement.

27. Survival. Each of the terms, provisions, representations, warranties, and covenants of the parties shall be continuous and shall survive the closing or other consummation of the transactions contemplated in this Agreement.

28. Notices. All notices and other communications required under this Agreement

shall be in writing and shall be deemed to have been duly given (i) on the date of service, if served personally on the person to whom notice is to be given, (ii) on the date of service if sent by facsimile or email transmission, provided the original is concurrently sent by first class mail, and provided that notices received by facsimile or email transmission after 5:00 p.m. shall be deemed given on the next business day, (iii) on the next business day after deposit with a recognized overnight delivery service, or (iv) on the third (3rd) day after mailing, if mailed to the party to whom notice is to be given by first class mail, registered or certified, postage-prepaid, and properly addressed as follows:

To the Authority: c/o Kings River Conservation District
4886 East Jensen Ave
Fresno, CA 93725
Attn: Mr. David Orth
Facsimile No.: 559-237-5560
Email Address: dorth@krcd.org

To Sub-Grantee: City of Fresno Department of Public Utilities
1910 E. University Avenue
Fresno, CA 93703
Attn: Mr. Brock D. Buche

A party may change its address for notices by providing notice to the other parties as provided above.

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

“AUTHORITY”

Upper Kings Basin Integrated Regional Water Management Authority

By: 
Harry Armstrong, Chair

“Sub-Grantee”

City of Fresno,
a municipal corporation

By: 
Patrick N. Wiemiller, Director
Department of Public Utilities

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: 
Deputy 9/13/13

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

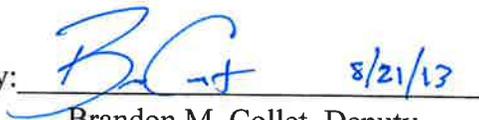
By:  8/21/13
Brandon M. Collet, Deputy

Exhibit A

Grant Agreement

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES) AND
UPPER KINGS BASIN INTEGRATED REGIONAL WATER MANAGEMENT AUTHORITY
AGREEMENT NUMBER 460009713
INTEGRATED REGIONAL WATER MANAGEMENT (IRWM) IMPLEMENTATION GRANTS
CALIFORNIA PUBLIC RESOURCES CODE §75026 ET SEQ.**

THIS AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" and the Upper Kings Basin Integrated Regional Water Management Authority, a joint powers authority, in the Counties of Fresno, Kings, and Tulare, State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee", which parties do hereby agree as follows:

1. PURPOSE. State shall provide a grant from the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 to Grantee to assist in financing projects associated with the Upper Kings Basin Integrated Regional Water Management (IRWM) Plan pursuant to Chapter 8 (commencing with Section 79560) of Division 26.5 of the California Water Code (CWC), hereinafter collectively referred to as "IRWM Program."
2. TERM OF GRANT AGREEMENT. The term of this Grant Agreement begins on the date this Grant Agreement is executed by State, and terminates on March 31, 2015 or when all of the Parties' obligations under this Grant Agreement are fully satisfied, whichever occurs earlier. Execution date is the date the State signs this Grant Agreement indicated on page 8.
3. GRANT AMOUNT. The maximum amount payable by State under this Grant Agreement shall not exceed \$8,496,000. Of this grant amount, not less than \$256,090 shall be expended to projects that benefit the critical water supply or water quality needs of disadvantaged communities (DAC) in the IRWM effort funded by this Grant Agreement. Of the total grant amount, not less than \$1,435,610 shall be expended to urban and agricultural water conservation projects in the IRWM effort funded by this Grant Agreement.
4. GRANTEE COST SHARE. The reasonable costs for this Agreement are estimated to be \$15,316,390. Grantee shall provide a Grantee Cost Share (Funding Match) in the amount of at least 25% (unless a Disadvantaged Community project waiver is granted) of the total project cost. Grantee's Funding Match is estimated to be \$6,820,390. Grantee's Funding Match may include cost share performed after September 30, 2008.
5. GRANTEE'S RESPONSIBILITY. Grantee shall 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 (Schedule) and Exhibit C (Budget). Grantee shall comply with all of the terms and conditions of this Grant Agreement and applicable California Public Resources Code (PRC) requirements.
6. LOCAL PROJECT SPONSOR'S RESPONSIBILITY. Grantee shall assign Local Project Sponsors to act on behalf of Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. Local Project Sponsors shall be assigned in accordance with the participating agencies identified in the Upper Kings Basin IRWM Authority IRWM Implementation grant application. Exhibit F identifies Local Project Sponsors. Local Project Sponsors shall also act on behalf of Grantee in the fulfillment of Grantee responsibilities where specifically specified in this Grant Agreement.
7. BASIC CONDITIONS. State shall have no obligation to disburse money for a project under this Grant Agreement unless and until Grantee has satisfied the following conditions in accordance with the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006.
 - a) By signing this Grant Agreement, Grantee demonstrates the designated Local Project Sponsors for each project are aware of and comply with the provisions of the Grant Agreement between State and Grantee.
 - b) Grantee demonstrates the availability of sufficient funds to complete the project, as stated in the Grant Award/Commitment Letter, by submitting the most recent 3 years of audited financial statements.
 - c) Grantee complies with PRC §75102 to notify the California Native American tribe (which is on the contact list maintained by the Native American Heritage Commission) of Project Construction if that tribe has traditional lands located within the area of the Project.

- d) For groundwater management and recharge projects and for projects with potential groundwater impacts, the Grantee must demonstrate compliance with the groundwater compliance options set forth on page 15 of the IRWM Program Guidelines, dated August 2010.
 - e) For the term of this Grant Agreement, Grantee submits timely Quarterly Progress Reports as required by Paragraph 17, "Submission of Reports."
 - f) Grantee submits all deliverables as specified in this Paragraph of this Grant Agreement and Work Plan in Exhibit A.
 - g) Since the Grantee's IRWM region (region) receives water supplied from the Sacramento-San Joaquin Delta (Delta), then the region's IRWM Plan (existing or any future update) must help reduce dependence on the Delta for water supply.
 - h) For each project, prior to the commencement of construction or implementation activities, Grantee shall submit to the State the following:
 - 1) Final plans and specifications certified by a California Registered Civil Engineer as to compliance for each approved project as listed in Exhibit A of this Grant Agreement.
 - 2) Work that is subject to the California Environmental Quality Act (CEQA) and or environmental permitting shall not proceed under this Grant Agreement until the following actions are performed:
 - i. Grantee submits all applicable environmental permits as indicated on the Environmental Information Form to the State,
 - ii. Documents that satisfy the CEQA process are received by the State,
 - iii. State has completed its CEQA compliance review as a Responsible Agency, and
 - iv. Grantee receives written concurrence from the State of Lead Agency's CEQA document(s) and State notice of verification of environmental permit submittal.State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (ex. construction or implementation activities) for which it is required. Therefore, the Grantee should get concurrence from DWR on CEQA before beginning any of the work that is subject to CEQA. Once CEQA documentation has been completed, State will consider the environmental documents and decide whether to continue to fund the project or to require changes, alterations or other mitigation. Grantee must also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act by submitting copies of any environmental documents, including environmental impact statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/implementation.
 - 3) For each project included in this Grant Agreement a monitoring plan as required by Paragraph 22, "Project Monitoring Plan Requirements."
8. DISBURSEMENT OF GRANT FUNDS. Following the review of each invoice, State will disburse to Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. For each project, funds will be disbursed by State in response to each approved invoice in accordance with the Exhibit C. Any and all money disbursed to Grantee under this Grant Agreement and any and all interest earned by Grantee on such money shall be used solely to pay Eligible Costs.
9. ELIGIBLE PROJECT COST. Grantee shall apply State funds received only to eligible Project Costs in accordance with applicable provisions of the law and Exhibit C. Eligible project costs include the reasonable costs of studies, engineering, design, land and easement acquisition, legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Work performed after the date of grant award, August 16, 2011, shall be eligible for reimbursement. Reasonable administrative expenses may be included as Project Costs and will depend on the complexity of the project preparation, planning, coordination, construction, acquisitions, implementation, and maintenance. Reimbursable administrative expenses are the necessary costs incidentally but directly related to the project including the portion of overhead and administrative expenses that are directly related to the projects included in this Agreement in accordance with the standard accounting practices of the Grantee.

Advanced funds will not be provided. Costs that are not reimbursable with grant funds cannot be counted as cost share. Costs that are not eligible for reimbursement include but are not limited to:

- a) Costs, other than those noted above, incurred prior to the award date of the Grant.
- b) Operation and maintenance costs, including post construction performance and monitoring costs.
- c) Purchase of equipment not an integral part of a project.
- d) Establishing a reserve fund.
- e) Purchase of water supply.
- f) Monitoring and assessment costs for efforts required after project construction is complete.
- g) Replacement of existing funding sources for ongoing programs.
- h) Travel and per diem costs.
- i) Support of existing agency requirements and mandates (e.g. punitive regulatory agency requirements).
- 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 land purchased prior to the effective date of the grant award with the State.
- k) Payment of principal or interest of existing indebtedness or any interest payments unless the debt is incurred after execution of this Grant Agreement, the State agrees in writing to the eligibility of the costs for reimbursement before the debt is incurred, and the purposes for which the debt is incurred are otherwise eligible costs. However, this will only be allowed as Grantee cost share (i.e. Funding Match)
- l) Overhead not directly related to project costs.

10. METHOD OF PAYMENT. After the disbursement requirements in Paragraph 7 "Basic Conditions" are met, State will disburse the whole or portions of the Grant Amount to Grantee, following receipt from Grantee of an invoice for costs incurred, and timely Quarterly Progress Reports as required by Paragraph 17, "Submission of Reports."

Invoices submitted by Grantee shall include the following information:

- a) Costs incurred for work performed in implementing the IRWM Program or program contracts during the period identified in the particular invoice.
- 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 construction, operation, or maintenance of a project.
- c) Appropriate receipts and reports for all costs incurred.
- d) Invoices shall be submitted on forms provided by State and shall meet the following format requirements:
 - 1) Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - 2) Invoices must be itemized based on the categories specified in the Exhibit C. 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).
 - 3) Sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
 - 4) Each invoice shall clearly delineate those costs claimed for reimbursement from the State's grant amount, as depicted in Paragraph 3, "Grant Amount" and those costs that represent Grantee's and Local Project Sponsors' costs, as applicable, in Paragraph 4, "Grantee Cost Share."
 - 5) Original signature and date (in ink) of Grantee's Project Manager.

Payment will be made no more than monthly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Submit the original and three (3) copies of the invoice form to the following address:

Department of Water Resources
Simarjit Dhanota
PO Box 942836
Sacramento, CA 94236-0001
Phone: (916)651-9250
Fax: (916) 651-9292
e-mail: sdhanota@water.ca.gov

11. WITHHOLDING OF GRANT DISBURSEMENT BY STATE. If State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if Grantee does not remedy any such failure to State's satisfaction, State may withhold from Grantee all or any portion of the Grant Amount and take any other action that it deems necessary to protect its interests. State may require the Grantee to immediately repay all or any portion of the disbursed grant amount with interest, consistent with its determination. State may consider Grantee's refusal to repay the requested disbursed grant amount a contract breach subject to the default provisions in Paragraph 13, "Default Provisions."

If State notifies Grantee of its decision to withhold the entire grant amount from Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by Grantee and shall no longer be binding on either party.

12. CONTINUING ELIGIBILITY. Grantee must meet the following ongoing requirements to remain eligible to receive State grant funds:

- Timely adoption of an IRWM Plan that meets the requirements contained in Part 2.2 of Division 6 of the CWC, commencing with Section 10530.
- An urban water supplier that receives grant funds governed by this Grant Agreement shall maintain compliance with the Urban Water Management Planning Act (CWC§10610 *et. seq.*)
- For groundwater management and recharge projects and for projects with potential groundwater impacts, the Grantee must demonstrate compliance with the groundwater compliance options set forth on page 15 of the IRWM Program Guidelines, dated August 2010.
- Reporting of status of IRWM Plan Update as described in Exhibit E under the heading "Quarterly Progress Report."

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

- Breach of this Grant Agreement, or any supplement or amendment to it, or any other agreement between Grantee and State evidencing or securing Grantee's obligations.
- Making any false warranty, representation, or statement with respect to this Grant Agreement.
- Failure to operate or maintain projects in accordance with this Grant Agreement.
- Failure to make any remittance required by this Grant Agreement.
- Failure of Grantee or a Local Project Sponsor receiving grant funding through this Grant Agreement to adopt, no later than 2 years after the State executes the Grant Agreement, an IRWM Plan that meets the requirements contained in Part 2.2 of Division 6 of the CWC, commencing with Section 10530.
- Failure to undertake all reasonable and feasible efforts to take into account the water-related needs of disadvantaged communities in the area within the boundaries of the IRWM Plan.
- Failure to comply with Labor Compliance Program (LCP) requirements.
- Failure to meet any of the requirements set forth in Paragraph 12, "Continuing Eligibility."

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

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

14. PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS. Grantee and Local Project Sponsors shall be responsible for ensuring any and all permits, licenses, and approvals required for performing their obligations under this Grant Agreement are obtained, and shall comply with CEQA (PRC Section 21000 *et seq.*) and other applicable federal, State and local laws, rules, and regulations, guidelines, and requirements for each project described in Exhibit A.

15. RELATIONSHIP OF PARTIES. Grantee and Local Project Sponsors are solely responsible for design, construction, and operation and maintenance of Projects within the Upper Kings Basin IRWM Authority IRWM Program. Review or approval of plans, specifications, bid documents, or other construction

documents by State is solely for the purpose of proper administration of grant funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee and Local Project Sponsors under this Grant Agreement.

16. GRANTEE REPRESENTATIONS. Grantee accepts and agrees to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 financing. Grantee warrants that all Local Project Sponsors will be contractually required to comply with this Grant Agreement for their respective project or projects.
17. SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to State. All reports shall be submitted to the State's Project Manager, and shall be submitted in both electronic and hard copy forms. If requested, Grantee shall promptly provide any additional information deemed necessary by State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit E. 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 for each project listed on Exhibit A is a requirement for the release of any funds retained for such project.
 - Quarterly Progress Reports: Grantee shall submit Quarterly Progress Reports on a regular and consistent basis to meet the State's requirement for disbursement of funds. Quarterly Progress Reports shall be sent via e-mail, to the State's Project Manager as specified in Exhibit B. Quarterly Progress Reports shall provide a brief description of the work performed, Grantees activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period.
 - Project Completion Reports: Grantee shall prepare and submit to State a separate Project Completion Report for each project included in Exhibit A. Grantee shall submit a Project Completion Report within ninety (90) calendar days of project completion. Each Project Completion Report shall include a description of actual work done, any changes or amendments to each project, and a final schedule showing actual progress versus planned progress, and copies of any final documents or reports generated or utilized during a project. The Project Completion Report shall also include, if applicable, certification of final project by a registered civil engineer, consistent Standard Condition D-15, "Final Inspections and Certification of Registered Civil Engineer." A DWR "Certification of Project Completion" form will be provided by the State.
 - Grant Completion Report: Upon completion of all projects included in Exhibit A, Grantee shall submit to State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Project Completion Report for the final project to be completed under the Grant Agreement. The Grant Completion Report shall include reimbursement status, a brief description of each project completed, and how those projects will further the goals of the IRWM Plan and identify any changes to the IRWM Plan, as a result of project implementation. Retention for the last project to be completed as part of this Grant Agreement will not be disbursed until the Grant Completion Report is submitted to and approved by the State.
 - Post-Performance Reports: Grantee shall submit a Post-Performance Report for each project. Post-Performance Reports shall be submitted to State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated, for each project, annually for a total of 10 years after the completed project begins operation.
18. IRWM PROGRAM PERFORMANCE AND ASSURANCES. Grantee agrees to faithfully and expeditiously perform or cause to be performed all IRWM Program work as described in the final plans and specifications for each project under this Grant Agreement and implement the project in accordance with applicable provisions of the law. In the event State finds it necessary to enforce this provision of this Grant Agreement in the

manner provided by law, Grantee agrees to pay all costs incurred by State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

20. 19. LABOR COMPLIANCE. Grantee will be required to keep informed of and take all measures necessary to ensure compliance with applicable California Labor Code requirements, including, but not limited to, Section 1720 et seq. of the California Labor Code regarding public works, limitations on use of volunteer labor (California Labor Code Section 1720.4), labor compliance programs (California Labor Code Section 1771.5) and payment of prevailing wages for work done and funded pursuant to these *Guidelines*, including any payments to the Department of Industrial Relations under California Labor Code Section 1771.3.
21. OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the Grant made by State, Grantee agrees to ensure or cause to be performed the commencement and continued operation of the projects, and shall ensure or cause the projects 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 Grantee shall ensure that all operations and maintenance costs of the facilities and structures are contractually assumed by the appropriate Local Project Sponsors for their respective projects; State shall not be liable for any cost of such maintenance, management, or operation. Grantee or Local Project Sponsors may be excused from operations and maintenance only upon the written approval of the State's Project Manager. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 13, "Default Provisions."
22. STATEWIDE MONITORING REQUIREMENTS. Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Part 2,76 (commencing with Section 10780) of Division 6 of CWC) and, where applicable, that projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board.
23. PROJECT MONITORING PLAN REQUIREMENTS. The Grant Agreement work plan should contain activities to develop and submit to State a monitoring plan for each project contained in this Grant Agreement. Monitoring plan can be for the entire Proposal or on a per project basis. Along with the Attachment 6 Project Performance Measures Tables requirements outlined on page 21 of the Proposition 84 Round 1 Implementation Proposal Solicitation Package, the Project Monitoring Plan should also include:
- Baseline conditions.
 - Brief discussion of monitoring systems to be utilized.
 - Methodology of monitoring.
 - Frequency of monitoring.
 - Location of monitoring points.
- A monitoring plan shall be submitted to the State prior to disbursement of grant funds for construction or monitoring activities for each project in this Grant Agreement. See Exhibit G ("Requirements for Data Submittal") for web links and information regarding other State monitoring and data reporting requirements.
24. NOTIFICATION OF STATE. For each project, Grantee shall promptly notify State, in writing, of the following items:
- Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. Grantee agrees that no substantial change in the scope of a project will be undertaken

until written notice of the proposed change has been provided to State and State has given written approval for such change. Substantial changes generally include changes to the wording/scope of work, schedule or term, and budget. See Exhibit H for guidance on Agreement Amendment requirements.

- b) Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by State's representatives. Grantee shall make such notification at least fourteen (14) calendar days prior to the event.
- c) Completion of work on a project shall include final inspection of a project by a Registered Civil Engineer, as determined and required by State, and in accordance with Standard Condition D-15 (Final Inspections and Certification of Registered Civil Engineer). Furthermore, the Grantee shall provide the State the opportunity to participate in the inspection. Grantee shall make such notification at least fourteen (14) calendar days prior to the final inspection.

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

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

26. PROJECT REPRESENTATIVES. The Grantee has acknowledged authorization to enter into a cost sharing partnership agreement as documented in Exhibit I. The Project Representatives during the term of this Grant Agreement is as follows.

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

Upper Kings Basin IRWM Authority
Harry Armstrong
Chairman of the Board
4886 East Jensen Ave
Fresno, CA 93725
Phone: (559) 237-5567
e-mail: jacquiep@cityofclovis.com

Direct all inquiries to the Project Manager:

Department of Water Resources
Simarjit Dhanota
Division of Integrated Regional
Water Management
PO Box 942836
Sacramento, CA 94236-001
Phone: (916)651-9250
e-mail: sdhanota@water.ca.gov

Upper Kings Basin IRWM Authority
Eric Osterling
Kings River Conservation District
4886 East Jensen Ave
Fresno, CA 93725
Phone: (559) 237-5567 ext.135
e-mail: eosterling@krcd.org

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

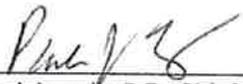
27. STANDARD PROVISIONS. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

- Exhibit A – Work Plan
- Exhibit B – Schedule
- Exhibit C – Budget
- Exhibit D – Standard Conditions
- Exhibit E – Report Formats and Requirements
- Exhibit F – Local Project Sponsors
- Exhibit G – Requirements for Data Submittal
- Exhibit H – Guidelines for Grantees
- Exhibit I – Grantee Resolution

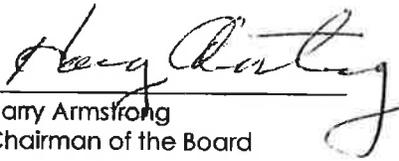
IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

UPPER KINGS BASIN IRWM AUTHORITY

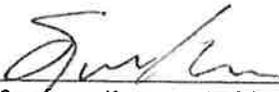


Paula J. Landis, P.E., Chief
Division of Integrated Regional Water
Management
Date 7-16-12



Harry Armstrong
Chairman of the Board
Date 6/26/12

Approved as to Legal Form and Sufficiency



Spencer Kenner, Assistant Chief Counsel
Office of Chief Counsel
Date 7/10/12

**EXHIBIT A
WORK PLAN**

PROJECT 1: CONSOLIDATED IRRIGATION DISTRICT SOUTH AND HIGHLAND BASIN

PROJECT DESCRIPTION

Consolidated Irrigation District (CID) will construct a new groundwater banking facility for recharge and recovery. The facility will include the construction of two recharge ponds on a 75-acre site, along with two recovery wells, two monitoring wells, and two diversion structures. CID will deliver excess and available surface water to the basin for recharge during winter and spring months when water is available. Then during summer months, CID will pump the banked water using recovery wells into existing CID canals for delivery to meet downstream irrigation demands. It is anticipated that this project will provide as much as 7,000 acre-feet of additional recharge capacity during a wet year.

TASKS

TASK 1: ADMINISTRATION AND REPORTING

This task covers the project administration work involved in the development of the project including meetings, grant administration, coordination with stakeholders, invoice preparation and all reporting obligations in accordance with the grant agreement. All reports shall follow the requirements listed in Exhibit E.

Upon execution of the grant agreement, Progress Reports shall be submitted to DWR on a Quarterly basis.

This task also includes modification to the Monitoring, Assessment and Performance Measures (MAPM). Upon completion of any needed revisions to the MAPM, it will be implemented and the efforts described within the MAPM will be documented. The MAPM will serve as the Project Monitoring Plan.

Deliverables:

- Quarterly Progress Reports
- Monitoring, Assessment and Performance Measures
- Invoices for Reimbursement
- Final Project Completion Report

TASK 2: LABOR COMPLIANCE PROGRAM

Grantee shall adopt and enforce a Labor Compliance Program (LCP) pursuant to California Labor Code §1771.5(b) and applicable laws. At DWR's request, written evidence of compliance with the LCP will be submitted.

Deliverable:

- Evidence of LCP compliance

TASK 3: LAND PURCHASE/EASEMENT

The objective of this task is to continue to pay the "option to purchase" agreement fees and ultimately purchase the subject property.

Option to Purchase Agreement

Work to acquire the property (Fresno County Assessor's Number 345-020-52) has been initiated with an Option to Purchase Agreement dated April 1, 2010 between the landowner and CID. The agreement requires CID to pay a monthly fee while the Option to Purchase Agreement is in effect. This agreement was in effect until September 2011 (18 months).

Land Purchase/Acquisition

Included in this task is fee title acquisition of approximately 75 acres (APN 345-020-52) for development as the recharge basin area. Final purchase of the property was completed in September 2011, in accordance with the terms of the option agreement.

Deliverables:

- Property appraisal or other proof of fair market value
- Purchase agreement
- Proof of completion of acquisition in the form of title and agreement

TASK 4: ASSESSMENT AND EVALUATION

The objective of this task is to assess the feasibility of the banking project.

Feasibility Study

A feasibility study was completed in November 2010 to evaluate water supplies, facility economics, and conceptual project design. The study identified specific water supplies for banking, and included a hydrologic simulation and detailed cost estimates for construction fees.

As part of the feasibility study, a hydrogeologic study was completed for the proposed project. The study evaluated the geologic and hydrogeologic conditions, and concluded that a groundwater bank is technically feasible at the proposed site. The study included a preliminary geotechnical investigation, development of geologic cross sections utilizing DWR well completion reports, an on-site percolation and groundwater mounding test, and development of a monitoring well canvass to aid in the design and monitoring of the groundwater.

Environmental Site Assessment and Reconnaissance Level Biological Survey Report

To aid in the feasibility determination of the project a Phase 1 Environmental Site Assessment and a Reconnaissance Level Biological Survey Report were prepared.

The results of the studies conclude that the project site is feasible for use as a banking facility, with minor to no anticipated environmental impacts.

Deliverables:

- Final Feasibility Study and Hydrogeologic Study
- Environmental Site Assessment and Reconnaissance Level Biological Survey Report

TASK 5: FINAL DESIGN

This task includes a detailed topographic survey of subject property, and development of the preliminary and final designs for the project.

Topographic surveying will be done along adjacent CID canals, within the project property, along adjacent roadways, and in other areas needed to complete the final design. A boundary survey is not anticipated at this point, but will be added if required.

Design drawings, specifications and a cost estimate will be prepared for the recharge basin earthwork and levee construction, project basin turnout structures along the Kirby Ditch, and monitoring and recovery wells. Basin design will include a full geotechnical investigation to determine the recommended levee design. Structure design will include basin turnout box and pipeline design. Well design will include initial siting, determination of dimensions, materials, and perforated intervals, pump design, and electrical interconnection design.

Deliverables:

- Geotechnical investigation results
- Project plans and specifications at the final level
- Engineer's cost estimate

TASK 6: ENVIRONMENTAL DOCUMENTATION

This task includes the environmental planning efforts required to complete project development in the form of environmental processing and documentation.

The environmental process will consist of

1. Preparation of initial studies to identify potential project impacts.
2. Scientific and biological reviews to identify the existing conditions and potential impacts from construction and/or operations of the proposed project.
3. Public input through meetings and public hearings.
4. Formalized process of publication, circulation and adoption.

Environmental documentation will include preparation of a CEQA Initial Study using necessary plant and animal biological surveys, identification of potential endangered species, a cultural resources investigation and other studies as needed.

Deliverable:

- Approved and adopted CEQA documentation

TASK 7: PERMITTING

Permitting for this project will require the involvement of numerous State and local agencies. Each of the identified agencies have jurisdiction over portions of the project. The permits identified herein are grouped into two areas. The first are permits that are required during the planning, regulatory and design phase. The other group consists of permits that are required for construction.

Planning, Regulatory, and Design Phase Permits and/or Reviews:

- Fresno County
CEQA review, conformance with General Plan
- Mosquito Abatement District
Review and planning for mosquito control

Construction Phase Permits and/or Reviews:

- Well Drilling Permit and Encroachment Permit from Fresno County
Fresno County will also conduct an electrical review.
- Permit from San Joaquin Valley Air Board
Required for emissions from equipment and dust control
- Storm Water Pollution Prevention Plan (SWPPP) from Regional Water Quality Control Board
- Permit for Electrical Service from Fresno County

Deliverables:

Copies of permits or review from each of the following:

- Fresno County CEQA review
- Mosquito Abatement review
- Fresno County Well Drilling Permit
- Fresno County Encroachment Permit

- San Joaquin Valley Air Board Permit
- Storm Water Pollution Prevention Plan review
- Fresno County Electrical Permit

TASK 8: CONSTRUCTION CONTRACTING

This task includes preparation of bid packages, public bid advertisements, pre-bid meetings, QA during the bidding process, and evaluation of submitted bids.

Four separate bid packages will be prepared for

1. Earthwork and Structures
2. Recovery Well Construction
3. Recovery Well Equipping
4. Monitoring Well Construction

Deliverable:

- (4) Bid Summary Reports

TASK 9: CONSTRUCTION

The objective of this task is to construct the project facilities. Facility construction is broken down into mobilization/earthwork, structures, wells, site improvements and testing/inspection.

Mobilization/Earthwork

This includes all earthwork activities to excavate and construct two recharge basins and earthen levees. Includes contractor mobilization, any required clearing and grubbing of the existing fields, and demolition and removal of the existing home site and workshop are also part of this task.

Soil compaction, backfilling, and other geotechnical activities shall be reviewed and monitored by a geotechnical engineer to ensure compliance with the geotechnical report recommendations, design plans and specifications.

Structures

Two concrete basin turnout structures are needed to regulate and convey water from Kirby Ditch into the recharge basins using water control gates. Turnout structures, associated pipeline, valves and appurtenances shall be constructed according to the plans and specifications for each of the project's recharge basins.

Wells

Two recovery wells and as many as two shallow monitoring wells shall be constructed for this project.

Recovery well construction includes discharge piping, flow meters, check valves and appurtenances for each of the two recovery wells. Initial stages of the well construction include pilot borings, E-logging, depth discrete water quality sampling, and aquifer tests to aid in selecting the final design details of the wells.

The shallow monitoring wells to monitor and manage the groundwater bank shall be constructed according to the plans and specifications as part of this task.

Site Improvements

These activities include perimeter fence construction, crushed rock drive surfaces, and project electrical improvements for the wells and electrically controlled water control gates.

Testing/Inspection

A final inspection of the banking facility shall be performed to ensure the project was constructed in compliance with the plans and specifications. Recovery wells will be tested after construction to ensure their performance capabilities comply with that of the design.

Summary of work products for Task 9 Construction:

- Site preparation and demolition
- Construction of Recharge Basins and Levees
- Construction of Turnout Structures
- Construction of Recovery Wells
- Construction of Monitoring Wells
- Perimeter fencing around banking facility
- Crushed rock drive surfaces
- Site electrical improvements
- Final inspection of the facility
- Recovery well performance tests

Deliverables:

- Construction Photographs
- Final Inspection Report
- Recovery and Monitoring well Completion Report(s)
- Well performance test results

TASK 10: ENVIRONMENTAL COMPLIANCE/MITIGATION/ENHANCEMENT

This task has been developed to mitigate any potential disturbance or impacts to protected species or communities. This task covers mitigation measures as required by the CEQA documentation.

Deliverable:

- Summary and implementation plan of mitigation measures required by CEQA.

TASK 11: CONSTRUCTION ADMINISTRATION

This task includes construction administration and observation efforts. CID construction management staff will perform construction observation duties with assistance from an experienced consultant familiar with this type of project.

Roles of the engineering consultant include: periodic site visits during project construction, organize and attend kickoff meetings, attend weekly meetings with contractors, review submittals, process monthly payment requests, and review contract change order requests. The engineering consultant shall provide a field engineer, geotechnical engineer, or geologist, as appropriate, to monitor construction of the recharge basins and levees, concrete structures, wells, pumps, and pipelines. During construction of the wells, geologic logs will be prepared by a geologist.

Upon completion of construction, the design drawings shall be modified to reflect construction conditions using information provided by the contractor. These drawings shall be signed by a professional engineer. Additionally, upon completion of construction a notice of completion shall be submitted to the county.

This task also includes the preparation of an Operations and Maintenance (O&M) Manual and Monitoring Plan. The Monitoring Plan will establish the procedures for monitoring the banking project's influence on groundwater conditions and will be used to minimize negative effects on nearby wells and septic systems, in conjunction with the MAPM.

Summary of work products for **Task 11 Construction Administration:**

- Review of submittals
- Daily construction observation and reporting
- Contractor progress payment approval and change order review
- Preparation of final record drawings
- O&M Manual
- Monitoring Plan

Deliverables:

- Final record (as-built) drawings based on changes during construction
- Final O&M Manual
- Final Monitoring Plan
- Copy of County Notice of Completion

PROJECT 2: CITY OF CLOVIS SWTP EXPANSION

PROJECT DESCRIPTION

The Surface Water Treatment Plant Expansion (Expansion) will add a total of 7,711 ac-ft per year to the output capacity of City of Clovis' existing plant that was built in 2004. The added capacity will allow the City to rely less on their existing groundwater wells, allowing for groundwater basin recharge and providing greater flexibility during dry years.

TASKS

TASK 1: ADMINISTRATION AND REPORTING

This task includes preparation of all reporting obligations in accordance with the grant agreement, including invoices and Progress Reports. All reports shall follow the requirements listed in Exhibit E.

Upon execution of the grant agreement, Progress Reports shall be submitted to DWR on a Quarterly basis.

This task will also include meetings, conference calls, engineering consultant management and overall project coordination.

This task also includes modification to the Monitoring, Assessment and Performance Measures (MAPM). Upon completion of any needed revisions to the MAPM, it will be implemented and the efforts described within the MAPM will be documented. The MAPM will serve as the Project Monitoring Plan.

Deliverables:

- Quarterly Progress Reports
- Invoices for Reimbursement
- Monitoring, Assessment and Performance Measures
- Final Project Completion Report

TASK 2: LABOR COMPLIANCE PROGRAM

Grantee shall adopt and enforce a LCP pursuant to California Labor Code §1771.5(b) and applicable laws. At DWR's request, written evidence of compliance with the LCP will be submitted.

Deliverable:

- Evidence of LCP compliance

TASK 3: FINAL DESIGN

This task includes the design of the membrane feed pumps and strainers, membrane rack arrangements, plate settler, pipelines and preparation of plans, specifications and cost estimates. City design engineers will prepare the required design plans and specifications with assistance from design consultants as required. Design will include plans for sewer pipeline connection from the Plant to the existing sewer pipeline in DeWolf Avenue. This task also includes acquisition of the required easement for that pipeline.

Deliverables:

- Project plans and specifications at the final level
- Engineer's cost estimate

TASK 4: ENVIRONMENTAL DOCUMENTATION

CEQA documents are not a contractual obligation because CEQA was completed with the original Surface Water Treatment Plant planning, design and construction. A Notice of Exemption has been filed for the sewer line construction. The final documents will be made available to DWR as it is the responsible agency.

Deliverables:

- Notice of Exemption
- Final Mitigated Negative Declaration

TASK 5: PERMITTING

Permitting for this project will require the involvement of State and local agencies. Each of the identified agencies will be contacted and have jurisdiction over portions of the project. The permits identified herein are grouped into two areas. The first are permits that are required during the planning, regulatory and design phase. The other group consists of permits that are required for construction.

During the Planning, Regulatory and Design Phase:

- Operating Permit from California Department of Public Health
Upon initiation of design, the City shall request from CDPH permission to increase the operation flow through SWTP.

During the Construction Phase:

- Construction General Permit from State Water Resources Control Board
Contractor shall obtain a permit required for control of drainage from property.
- Building Permit from City of Clovis
Contractor shall obtain.

Deliverables:

Copies of permits from each of the following:

- California Department of Public Health Operating Permit
- State Water Resources Control Board Construction Permit
- City of Clovis Building Permit

TASK 6: CONSTRUCTION CONTRACTING

Bidding documents will be prepared for all construction work. The Grantee will conduct a public bid process in accordance with City and State requirements to secure a licensed contractor experienced with the required construction. This task also includes public bid advertisements, pre-bid meetings, QA during the bidding process, and evaluation of submitted bids.

Deliverables:

- Bid Summary Report

TASK 7: CONSTRUCTION

This task includes the construction activities of the facilities. All construction will meet applicable local, state and federal codes and regulations and shall consist of the following activities.

- Project site clearing, construction equipment and material lay-down and staging area preparations
- Purchase and install the membrane feed pump and strainer, a plate settler and new membrane racks, including all required pipes and fittings to connect the existing system to the new expansion system.
- Construction of the pipeline connecting the Plant to an existing City owned sewer pipeline in DeWolf Avenue.
- Testing of all equipment shall meet the specifications of the construction documents and manufacturer recommendations. Testing will comply with local, state and federal regulations.
- Post-construction close-out walkthrough between the contractor, City and engineer
- Project site cleanup of construction areas, and the construction equipment and material lay-down and staging areas

Deliverable:

- Construction Photographs

TASK 8: CONSTRUCTION ADMINISTRATION

This task includes construction administration and observation efforts. City of Clovis construction management staff will perform construction observation duties with assistance from an experienced consultant familiar with this type of project.

The engineering consultant will provide a field engineer or construction inspector to monitor construction of the membrane feed pumps and strainers, membrane rack arrangements, plate settler, and pipelines. The consultant will make periodic visits to the project site during construction. Other roles of the engineering consultant will include: organize and attend kickoff meetings, attend weekly meetings with contractors, review submittals, process monthly payment requests, and review contract change orders requests.

Upon completion of construction, the design drawings will be modified to reflect construction conditions using information provided by the contractor. The drawings will be signed by a professional engineer.

Deliverables:

- Record construction drawings
- Copy of Notice of Completion

PROJECT 3: FRESNO COUNTY DRUMMOND JENSEN AVE SEWER CONNECTION STUDY

PROJECT DESCRIPTION

This project is a feasibility study that consists of the development and preparation of a design for a new sanitary sewer system for the disadvantaged community of Drummond Jensen Avenue Neighborhood. Currently, individual septic systems and seepage pits provide for onsite disposal of domestic sewage. Many of these systems are failing and contaminating the groundwater due to age and unsuitability of local soils.

TASKS

TASK 1: ADMINISTRATION AND REPORTING

This task includes preparation of all reporting obligations in accordance with the grant agreement, including invoices and Progress Reports. All reports shall follow the requirements listed in Exhibit E.

Upon execution of the grant agreement, Progress Reports shall be submitted to DWR on a Quarterly basis.

This task will also include overall project coordination.

Deliverables:

- Quarterly Progress Reports
- Invoices for Reimbursement
- Final Project Completion Report

TASK 2: LABOR COMPLIANCE PROGRAM

Grantee shall adopt and enforce a LCP pursuant to California Labor Code §1771.5(b) and applicable laws. At DWR's request, written evidence of compliance with the LCP will be submitted.

Deliverable:

- Evidence of LCP compliance

TASK 3: ASSESSMENT AND EVALUATION

The proposed feasibility study will assess viable options to extend sewer service from the City of Fresno to Drummond Jensen Avenue Neighborhood. Each option will be assessed and evaluated to determine the most cost effective and environmentally sound solution to solving the on-site wastewater disposal system failures in the area. A preliminary engineering report that details these options and the recommended solution shall be produced.

Deliverable:

- Preliminary Engineering Report

TASK 4: FINAL DESIGN

This task includes development of the project design through the preliminary and final phases and a detailed topographic survey of the project area.

Surveying

A topographic survey of the project area along the neighborhood's streets, within residential property (as required), along adjacent roadways, and in other areas, as needed, will be conducted to complete the final design. A boundary survey is not anticipated at this point, but will be included if required.

Design

Once the recommended design option developed in assessment and evaluation task is agreed upon, project design shall commence. Design drawings and specifications and a construction cost estimate will be prepared for the proposed sewer collection system.

Deliverables:

- Topographic Survey
- Final Project Plans and Specifications
- Construction Cost Estimate

TASK 5: ENVIRONMENTAL DOCUMENTATION

This task includes the required planning and environmental efforts to complete project development and design. Therefore a CEQA Notice of Exemption is expected to be sufficient. The full project may require a full CEQA document but that is not part of this grant agreement.

Deliverable:

- CEQA Notice of Exemption

PROJECT 4: EAST OROSI CSD WATER WELL REHABILITATION PROJECT

PROJECT DESCRIPTION

The East Orosi Community Services District (EOCSD) is a publicly owned utility that provides water service to the disadvantaged community of East Orosi. Water is provided from two active wells which were drilled in the early 1980's. The water quality and amount of water produced in these wells has diminished over the past 25 to 30 years. The wells have produced water that has periodically exceeded the Maximum Contaminant Level (MCL) for nitrate, resulting in Notices of Violation from the Tulare County Health Department for failure to meet the drinking water quality standard.

The primary objective of this project is to perform modifications on one of the wells (the East Well) in order to reduce the nitrate concentration. This will be accomplished through cleaning the well, performing vertical flow and concentration profiling, and performing a feasibility test of the modification that appears best based upon the profile data. If the feasibility test is successful, the modification may be left in-place as the final solution.

TASKS

TASK 1: ADMINISTRATION AND REPORTING

This task includes preparation of all reporting obligations in accordance with the grant agreement, including invoices and Progress Reports. All reports shall follow the requirements listed in Exhibit E.

Upon execution of the grant agreement, Progress Reports shall be submitted to DWR on a Quarterly basis.

This task will also include overall project coordination.

Deliverables:

- Quarterly Progress Reports
- Invoices for Reimbursement
- Final Project Completion Report

TASK 2: LABOR COMPLIANCE PROGRAM

Grantee shall adopt and enforce a LCP pursuant to California Labor Code §1771.5(b) and applicable laws. At DWR's request, written evidence of compliance with the LCP will be submitted.

Deliverable:

- Evidence of LCP compliance

TASK 3: ENVIRONMENTAL PROCESS AND PERMITTING

A CEQA Notice of Exemption was adopted and was filed with the Tulare County Clerk and State Clearinghouse in February 2011.

Tulare County Environmental Health requires a well recondition permit for the proposed work.

Deliverables:

- CEQA Notice of Exemption
- Copy of Well Recondition Permit

TASK 4: CONSTRUCTION CONTRACTING

Bidding documents will be prepared for the cleaning and testing well screen modification (depending upon the profiling results) on the East Well. This task includes public bid advertisements, pre-bid meetings, QA during the bidding process, and evaluation of submitted bids.

Deliverable:

- Bid Summary Report

TASK 5: PROJECT CONSTRUCTION

The East Well will be cleaned by a contractor. After profiling is performed and the data is evaluated by the consulting hydrogeologist, a well modification will be tested (assuming that the profiling data are favorable) with the assistance of the contractor. Well modifications will be completed to under the supervision of a Certified Hydrogeologist.

Deliverable:

- Construction Photos

TASK 6: CONSTRUCTION ADMINISTRATION, ASSESSMENT AND EVALUATION

The consulting hydrogeologist will prepare the specifications for the well cleaning, conduct the well profiling and data analysis, develop specifications for testing the well modification, analyze the modification test data, and prepare a summary report. The report will document work performed on the well, the increase in specific capacity resulting from the cleaning, the profiling results, and changes in water quality and production as a result of the well modification.

Deliverables:

- Water Quality Test Results
- Hydrogeologist Letter Report- Summary of Findings
- Copy of EOCSD Notice of Completion

PROJECT 5: CITY OF FRESNO RESIDENTIAL WATER METER PROJECT (AREA VI & VII)

PROJECT DESCRIPTION

This project represents a portion of the City's plan to transition all customers to metered service by January 1, 2013. This portion is to install 17,820 of the 110,000 residential water meters in the City of Fresno, specifically in Area VI & VII. Installation of approximately 92,000 water meters is not included in this project.

TASKS

TASK 1: PROJECT ADMINISTRATION AND REPORTING

This task includes preparation of all reporting obligations in accordance with the grant agreement, including invoices and Progress Reports. All reports shall follow the requirements listed in Exhibit E.

Upon execution of the grant agreement, Progress Reports shall be submitted to DWR on a Quarterly basis.

This task will also include other deliverables as required and overall project coordination.

This task also includes modification to the Monitoring, Assessment and Performance Measures (MAPM). Upon completion of any needed revisions to the MAPM, it will be implemented and the efforts described within the MAPM will be documented. The MAPM will serve as the Project Monitoring Plan.

Deliverables:

- Plat Numbers and units per plat for Areas VI & VII
- Quarterly Progress Reports
- Invoices for Reimbursement
- Monitoring, Assessment and Performance Measures
- Final Project Completion Report

TASK 2: CONSTRUCTION

Mobilization

Once the contractor has received Notice to Proceed (NTP) for work within the designated contract area(s), contractor mobilization and site preparation will include:

1. Several days prior to construction, all residential properties within the work area will be notified of the proposed work schedule and timelines of any anticipated affects to water service.
2. Logging water service lines to each property and proposed meter box locations

Installation

This grant will cover installation of 17,820 of each of the following:

1. Water meter boxes with lids
2. Water meters
3. Automated Meter Reading (AMR) devices

These components will then be integrated with the citywide monitoring systems for customer billing.

Activation and Testing

Each residential meter and AMR will be field tested and activated to perform a 'forced read' to ensure: it is functioning properly and an automated signal can be generated and received by the citywide system.

TASK 3: CONSTRUCTION ADMINISTRATION

This task includes construction administration and observation efforts, to be performed by a qualified inspector.

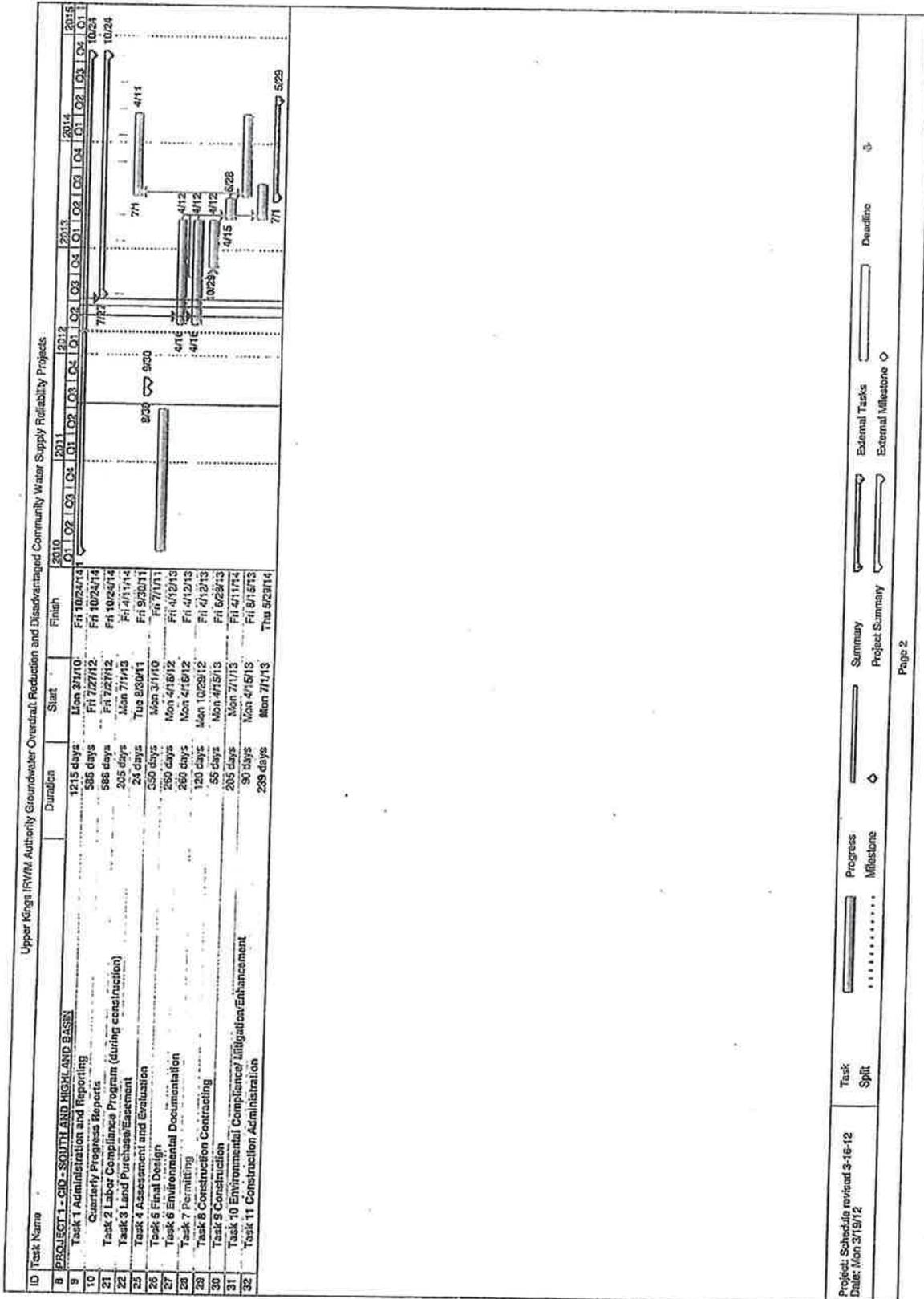
A qualified inspector shall provide construction observation to monitor the installation of the meter through periodic visits to the project site during construction. The inspector will also organize and attend kickoff meetings, attend weekly meetings with contractors, review submittals, process monthly payment requests, and review contract change orders requests.

Upon completion of construction, the final design drawings will be provided by the contractor. The drawings will be signed by a professional engineer.

This task also includes enforcing a LCP pursuant to California Labor Code §1771.5(b) and applicable laws. At DWR's request, written evidence of compliance with the LCP will be submitted.

Deliverable:

- Final record (as-built) drawings
- Evidence of LCP compliance



Project: Schedule revised 3-16-12
Date: Mon 3/19/12

Task Split

Progress Milestone

Summary Project Summary

External Tasks External Milestone

Deadline

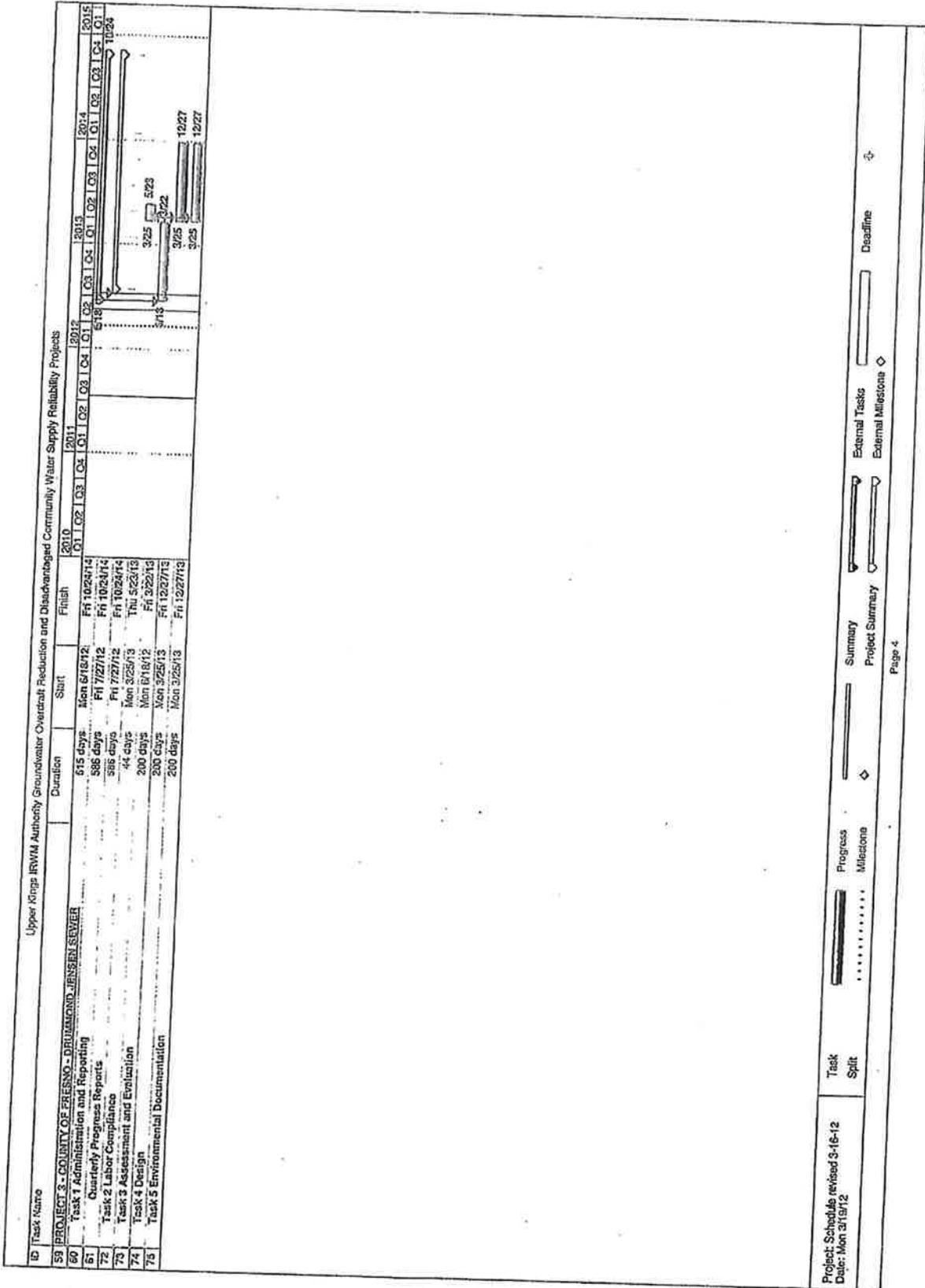
Page 2

Upper Kings IRWM Authority Groundwater Overdraft Reduction and Disadvantaged Community Water Supply Reliability Projects												
ID	Task Name	Duration	Start	Finish	2010	2011	2012	2013	2014	2015		
					Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
35	PROJECT 2 - CITY OF CLOVIS - SWTP EXPANSION											
36	Task 1 Administration and Reporting	800 days	Mon 10/3/11	Fri 10/24/14								
37	Quarterly Progress Reports	585 days	Fri 7/27/12	Fri 10/24/14								
48	Task 2 Labor Compliance	585 days	Fri 7/27/12	Fri 10/24/14								
49	Task 3 Final Design	280 days	Mon 9/3/12	Wed 9/4/13								
54	Task 4 Environmental Documentation	240 days	Mon 10/3/11	Fri 8/31/12								
55	Task 5 Permitting	3 days	Tue 11/20/11	Thu 12/1/11								
56	Task 6 Construction Contracting	188 days	Mon 4/16/12	Mon 12/31/12								
57	Task 7 Construction	100 days	Mon 4/16/12	Fri 8/31/12								
58	Task 8 Construction Administration	440 days	Mon 4/16/12	Fri 12/20/13								

Task	Progress	Summary	External Tasks	Deadline
Split	Milestone	Project Summary	External Milestone	

Project: Schedule revised 3-16-12
Date: Mon 3/19/12

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ID	Task Name	Duration	Start	Finish	2010			2011			2012			2013			2014			2015		
					Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2
76	PROJECT 4 - EAST GROSSD - WATER WELL REHABILITATION	650 days	Mon 4/16/12	Fri 10/24/14																		
77	Task 1 Administration and Reporting	585 days	Fri 7/27/12	Fri 10/24/14																		
78	Quarterly Progress Reports	585 days	Fri 7/27/12	Fri 10/24/14																		
89	Task 2 Labor Compliance Program	200 days	Mon 10/25/12	Fri 8/2/13																		
90	Task 3 Environmental Process and Permitting	80 days	Mon 4/16/12	Fri 7/6/12																		
91	Task 4 Construction Contracting	200 days	Mon 7/23/12	Fri 10/25/12																		
92	Task 5 Project Construction	200 days	Mon 10/22/12	Fri 8/2/13																		
93	Task 6 Construction Administration, Assessment, Evaluation	200 days	Mon 10/29/12	Fri 8/2/13																		

Project Schedule revised 3-16-12	Task Split	Progress Milestone	Summary Project Summary	External Tasks External Milestone	Deadline
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Upper Kings IRWM Authority Groundwater Overdraft: Reduction and Disadvantaged Community Water Supply Reliability Projects												
ID	Task Name	Duration	Start	Finish	2010	2011	2012	2013	2014	2015		
94	PROJECT 5 - CITY OF FRESNO - WATER METER				Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
95	Task 1 Administration and Reporting	830 days	Mon 8/22/11	Fri 10/24/14								
96	Quarterly Progress Reports	585 days	Fri 7/27/12	Fri 10/24/14								
107	Task 2 Construction	340 days	Mon 4/16/12	Fri 8/2/13								
108	Task 3 Construction Administration	320 days	Mon 8/22/11	Fri 8/15/13								

Project Schedules revised 3-16-12	Task	Progress	Summary	External Tasks	Deadlines
Date: Mon 3/19/12	Split	Milestone	Project Summary	External Milestone	

**EXHIBIT C
BUDGET**

The method of disbursement shall be Task by Task; therefore cost share must be spent on a per task basis before grant funds will be paid.

Summary Budget					
Project No.	Project Title	Non-State Share (Funding Match)	Grant Funding (DWR)	Total	% Funding Match
1	CID South and Highland Basin Project	\$ 191,000	\$ 3,804,300	\$ 3,995,300	5%
2	City of Clovis SWTP Expansion	\$ 1,250,000	\$ 3,000,000	\$ 4,250,000	29%
3	County of Fresno Drummond Jenson Ave Sewer Connection Study	\$ -	\$ 119,090	\$ 119,090	0%
4	East Oroshi CSD Well Rehabilitation Project	\$ -	\$ 137,000	\$ 137,000	0%
5	City of Fresno Residential Water Meter Project (Area VI & VII)	\$ 5,379,390	\$ 1,435,610	\$ 6,815,000	79%
TOTAL		\$ 6,820,390	\$ 8,496,000	\$ 15,316,390	45%

Budget - Project 1 CID South and Highland Basin Project					
Task No.	Task Description	Non-State Share (Funding Match)	Requested Grant Funding	Total	% Funding Match
1	Administration and Reporting	\$ -	\$ 40,000	\$ 40,000	0%
2	Labor Compliance Program	\$ -	\$ 24,000	\$ 24,000	0%
3	Land Purchase/Easement	\$ 86,000	\$ 895,000	\$ 981,000	9%
4	Assessment and Evaluation	\$ 105,000	\$ -	\$ 105,000	100%
5	Final Design	\$ -	\$ 205,000	\$ 205,000	0%
6	Environmental Documentation	\$ -	\$ 24,500	\$ 24,500	0%
7	Permitting	\$ -	\$ 7,000	\$ 7,000	0%
8	Construction Contracting	\$ -	\$ 8,800	\$ 8,800	0%
9	Construction	\$ -	\$ 2,405,000	\$ 2,405,000	0%
10	Environmental Compliance/ Mitigation/Enhancement	\$ -	\$ 5,000	\$ 5,000	0%
11	Construction Administration	\$ -	\$ 190,000	\$ 190,000	0%
TOTAL		\$ 191,000	\$ 3,804,300	\$ 3,995,300	5%

Budget - Project 2 City of Clovis SWTP Expansion						
Task No.	Task Description	Other State Funds	Non-State Share (Funding Match)	Requested Grant Funding	Total	% Funding Match
1	Project Administration and Reporting	\$ -	\$ 50,000.00	\$ -	\$ 50,000.00	100%
2	Labor Compliance Program	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00	100%
3	Final Design	\$ -	\$ 156,100.00	\$ -	\$ 156,100.00	100%
4	Environmental Documentation	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00	100%
5	Permitting	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00	100%
6	Construction Contracting	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00	100%
7	Construction	\$ -	\$ 896,400.00	\$ 3,000,000.00	\$ 3,896,400.00	23%
8	Construction Administration	\$ -	\$ 97,500.00	\$ -	\$ 97,500.00	100%
TOTAL		\$ -	\$ 1,250,000.00	\$ 3,000,000.00	\$ 4,250,000.00	29%

Budget - Project 3 County of Fresno Drummond Jenson Ave Sewer Connection Study (DAC Project)					
Task No.	Task Description	Non-State Share (Funding Match)	Requested Grant Funding	Total	% Funding Match
1	Project Administration and Reporting	\$ -	\$ 10,000	\$ 10,000	0%
2	Labor Compliance Program	\$ -	\$ 5,000	\$ 5,000	0%
3	Assessment and Evaluation	\$ -	\$ 10,000	\$ 10,000	0%
4	Final Design	\$ -	\$ 89,090	\$ 89,090	0%
5	Environmental Documentation	\$ -	\$ 5,000	\$ 5,000	0%
TOTAL		\$ -	\$ 119,090	\$ 119,090	0%

Budget - Project 4 East Oroshi CSD Well Rehabilitation Project (DAC Project)					
Task No.	Task Description	Non-State Share (Funding Match)	Requested Grant Funding	Total	% Funding Match
1	Administration and Reporting	\$ -	\$ 3,600	\$ 3,600	0%
2	Labor Compliance Program	\$ -	\$ 2,000	\$ 2,000	0%
3	Environmental Process and Permitting	\$ -	\$ 1,000	\$ 1,000	0%
4	Construction Contracting	\$ -	\$ 3,400	\$ 3,400	0%
5	Project Construction	\$ -	\$ 65,000	\$ 65,000	0%
6	Construction Administration, Assessment, Evaluation	\$ -	\$ 62,000	\$ 62,000	0%
TOTAL		\$ -	\$ 137,000	\$ 137,000	\$ -

Budget - Project 5 City of Fresno Residential Water Meter Project (Area VI & VII) (Water Conservation Project)					
Task No.	Task Description	Non-State Share (Funding Match)	Requested Grant Funding	Total	% Funding Match
1	Project Administration and Reporting	\$ -	\$ -	\$ -	0%
2	Construction	\$ 4,729,390	\$ 1,435,610	\$ 6,165,000	77%
3	Construction Administration	\$ 650,000	\$ -	\$ 650,000	100%
TOTAL		\$ 5,379,390	\$ 1,435,610	\$ 6,815,000	79%

**EXHIBIT D
STANDARD CONDITIONS**

D.1 ACCOUNTING AND DEPOSIT OF GRANT DISBURSEMENT:

- a) **SEPARATE ACCOUNTING OF GRANT DISBURSEMENT AND INTEREST RECORDS:** Grantee shall account for the money disbursed pursuant to this Grant Agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts, disbursements, and interest earned on expenditures of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
- b) **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law or this Grant Agreement.
- c) **REMITTANCE OF UNEXPENDED FUNDS:** Grantee, within a period of sixty (60) calendar days from the final disbursement from State to Grantee of grant funds, shall remit to State any unexpended funds that were disbursed to Grantee under this Grant Agreement and were not needed to pay Eligible Project Costs.

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

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

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

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

Pursuant to Government Code Section 8546.7, the parties shall be subject to the examination and audit of State for a period of three years after final payment under this Grant Agreement with respect of all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of Grantee or subcontractors shall be preserved for this purpose for at least three (3) years after Project completion. See Exhibit H for a listing of documents/records that State Auditors would need to review in the event of a grant being audited.

D.6 BUDGET CONTINGENCY: LIMIT ON STATE FUNDS. Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 is subject to the availability of funds including any

mandates from the Department of Finance, the Pooled Money Investment Board or any other state authority. The State will not make payments of any kind, including advances or reimbursements, until funding is made available by the State Treasurer.

- D.7 CHILD SUPPORT COMPLIANCE ACT:** For any Grant Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:
- a) The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b) The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.8 COMPETITIVE BIDDING AND PROCUREMENTS:** Grantee shall comply with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations in Grantee's contracts with other entities for acquisition of goods and services and construction of public works with funds provided by State under this Grant Agreement.
- D.9 COMPUTER SOFTWARE:** The Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.10 CONFLICT OF INTEREST**
- a) **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
 - b) **Former State Employee:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- D.11 DELIVERY OF INFORMATION, REPORTS, AND DATA:** The Grantee agrees to expeditiously provide, during work on the Project and throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by the State.
- D.12 DISPOSITION OF EQUIPMENT:** Grantee shall provide to State, not less than 30 days prior to submission of the final project invoice, a final inventory list of equipment purchased with grant funds provided by State. Grantee shall consult with State on the scope of the inventory not less than 60 days prior to the submission of the final project invoice. The inventory shall include all items with a current estimated fair market value of more than \$5,000 per item. Within 60 days of receipt of such inventory, State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.
- D.13 DISPUTES:** In the event of an invoice dispute, payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided may result in return of the invoice to the Grantee. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. Any claim that Grantee may have regarding the performance of this Grant Agreement including, but not limited to claims for additional compensation or

extension of time, shall be submitted to the Director, Department of Water Resources, within thirty (30) calendar days of Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to the Grant Agreement to implement the terms of any such resolution.

D.14 DRUG-FREE WORKPLACE CERTIFICATION

Certification of Compliance: By signing this Grant Agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 *et seq.*) and have or will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code Section 8355(a).
- b) Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(b) to inform employees, contractors, or subcontractors about all of the following:
 1. The dangers of drug abuse in the workplace,
 2. Grantee's policy of maintaining a drug-free workplace,
 3. Any available counseling, rehabilitation, and employee assistance programs, and
 4. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- c) Provide as required by Government Code Sections 8355(c), that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
 1. Will receive a copy of Grantee's drug-free policy statement, and
 2. Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.

D.15 FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED CIVIL ENGINEER: Upon completion of a construction project and as determined by State, Grantee shall provide for a final inspection and certification by a California Registered Civil Engineer that the project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement and to the State's satisfaction.

D.16 GOVERNING LAW: This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

D.17 GRANTEE COMMITMENTS: Grantee accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Funding Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Funding Recipient in the application, documents, amendments, and communications filed in support of its request for California Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Act of 2006 financing.

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

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

D.20 INSPECTIONS: State shall have the right to inspect the work being performed at any and all reasonable times, providing a minimum of a 24-hour notice, during the term of the Grant Agreement. This right shall extend to any local project sponsor, subagreements, and Grantee shall include provisions ensuring such access in all its contracts or sub-contractors entered into pursuant to its Grant Agreement with State. Grantee acknowledges that Project documents may be subject to the Public Records Act (California Government Code Section 6250 *et seq.*). State shall have the right to inspect these documents at any and

all reasonable times after completion of the Project to ensure compliance with the terms and conditions of this Grant Agreement. During regular office hours, State shall have the right to inspect and to make copies of any books, records, or reports of the Grantee relating to this Grant Agreement. Grantee shall maintain and shall make available at all times for such inspection accurate records of its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.

D.21 NONDISCRIMINATION: During the performance of this Grant Agreement, Grantee and its contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Grantee and contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full. Grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts to perform work under the Grant Agreement.

D.22 NO THIRD PARTY RIGHTS: The parties to this Grant Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking established herein.

D.23 OPINIONS AND DETERMINATIONS: The parties agree that review or approval of any IRWM Program applications, documents, permits, plans and specifications or other program information by the State is for administrative purposes only and does not relieve the Grantee of its responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the IRWM Program.

D.24 PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS. Grantee shall be responsible for obtaining any and all permits, licenses, and approvals required for performing its obligations under this Grant Agreement. Grantee shall comply with the California Environmental Quality Act (PRC Section 21000 *et seq.*) and other applicable federal, State, and local laws, rules, and regulations, guidelines, and requirements prior to disbursement of funds under this Grant Agreement.

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

D.25 PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION: Grantee and Local Project Sponsors shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the IRWM Program without prior permission of State. Grantee and Local Project Sponsors shall not take any action concerning the performance of this Grant Agreement, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee to meet its obligations under this Grant Agreement, without prior written permission of State. State may require

that the proceeds from the disposition of any real or personal property acquired with funds disbursed under this Grant Agreement be remitted to State.

- D.26 REMEDIES, COSTS, AND ATTORNEY FEES:** The Grantee agrees that any remedy provided in this Grant Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the State as a result of breach of this Grant Agreement by the Grantee, whether such breach occurs before or after completion of the Project, and exercise of any remedy provided by this Grant Agreement by the State shall not preclude the State from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Grant Agreement, it is agreed that the prevailing party shall be entitled to such reasonable costs and/or attorney fees as may be ordered by the court entertaining such litigation.
- D.27 RETENTION:** Notwithstanding any other provision of this Grant Agreement, State shall, for each project, withhold five percent (5.0%) until January 1, 2016 and ten percent (10.0%), thereafter, of the funds requested by Grantee for reimbursement of Eligible Costs. Each project in this Grant Agreement will be eligible to release its respective retention when that project is completed and Grantee has met requirements of Paragraph 17, "Submissions of Reports" as follows. At such time as the "Project Completion Report" required under Paragraph 17 is submitted to and approved by State, State shall disburse the retained funds as to that project to Grantee, except in the case of the last project to be completed under this Grant Agreement, in which case retention for such project will not be disbursed until the "Grant Completion Report" is submitted to and approved by State.
- D.28 RIGHTS IN DATA:** To the extent permitted by law, the Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Grant Agreement shall be in the public domain. The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to the State for financial support. The Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so.
- D.29 SEVERABILITY OF UNENFORCEABLE PROVISION:** If any provision of this Grant Agreement is held invalid or unenforceable by a court of final jurisdiction, all other provisions of this Grant Agreement shall be construed to remain fully valid, enforceable, and binding on the parties.
- D.30 STATE REVIEWS AND INDEMNIFICATION:** The parties agree that review or approval of Project applications, documents, permits, plans and specifications or other Project information by the State is for administrative purposes only and does not relieve the Grantee or Local Project Sponsors of their responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the Project. To the extent permitted by law, the Grantee and Local Project Sponsors agree to indemnify, defend and hold harmless the State and the State against any loss or liability arising out of any claim or action brought against the State from and against any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from, or in any way connected with:
- a) The Project or the conditions, occupancy, use, possession, conduct or management of, work done in or about, or the planning, design, acquisition, installation, or construction, of the Project or any part thereof;
 - b) Performing any of the terms contained in this Grant Agreement or any related document;
 - c) Any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the California Hazardous Waste Control Law and CWC Section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the natural water system; or
 - d) Any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Grantee for use in any disclosure document utilized in connection with any of the transactions

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

- D.31 SUCCESSORS AND ASSIGNS:** This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.32 TIMELINESS:** Time is of the essence in this Grant Agreement.
- D.33 TRAVEL:** Grantee agrees that travel and per diem costs shall NOT be eligible for reimbursement with State funds, and shall NOT be eligible for computing Grantee cost match. Travel includes the costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Grant Agreement.
- D.34 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
REPORT FORMAT AND REQUIREMENTS

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

QUARTERLY PROGRESS REPORT

Grantee shall submit Quarterly Progress Reports on a consistent basis to meet the State's requirement for disbursement of funds. The quarterly progress report should describe the work performed during the reporting period. For each project, describe the work performed including:

CONTINUING ELIGIBILITY

- For Urban Water Suppliers who have not submitted a complete Urban Water Management Plan, the status of the plan development and submittal.
- A brief summary of the status of adoption of an IRWM Plan that complies with Part 2.2 of Division 6 of the CWC commencing with Section 10530.
- Upon adoption of IRWM Plan, submit an electronic copy with progress report.

PROJECT INFORMATION (INCLUDE ANY OF THE BELOW THAT WERE APPLICABLE DURING THE REPORTING PERIOD)

- Legal matters.
- Engineering matters.
- Environmental matters.
- Status of permits, easements, rights-of-way, and approvals as may be required by other State, federal, and/or local agencies.
- Major accomplishments during the quarter (i.e. tasks completed, milestones met, meetings held or attended, press releases, etc).
- Discussion of data submittal effort(s) for the previous quarter, including a description of the data submitted and date(s) of submittal.
- Issues/concerns that have, will, or could affect the schedule or budget, with a recommendation on how to correct the matter.
- Description of any differences between the work performed and the work outlined in the project work plans.
- Description of any efforts to update IRWM Plan to obligations listed in Paragraph 12, "Continuing Eligibility, if applicable."

COST INFORMATION

- Provide a List showing all costs incurred during the quarter by the grantee, the Local Project Sponsor overseeing the work, and each contractor working on the project. The list should include for all non-construction, or implementation costs, (i.e., design, and admin charges) the hours per task worked on during the quarter for above personnel.
- A discussion on how the actual budget is progressing in comparison to the project budget included in the Work Plan.
- A revised budget, including an explanation of why the revisions were necessary, by task, if changed from latest budget shown in Appendix C, Budget. Note, a revised budget may require an official amendment to the Agreement before it is accepted as final.

SCHEDULE INFORMATION

- A schedule showing actual progress versus planned progress as shown in Exhibit B.
- A discussion on how the actual schedule is progressing in comparison to the schedule in Exhibit B.
- A revised schedule, by task, if changed from latest schedule in Exhibit B. Note, a revised schedule may require an official amendment to the Agreement before it is accepted as final.

ANTICIPATED ACTIVITIES NEXT QUARTER

- Provide a description of anticipated activities for the next quarterly reporting period.

PROJECT COMPLETION REPORT

A Project Completion Report is required for each project identified in the Work Plan, Exhibit A. This report will include the following Sections:

EXECUTIVE SUMMARY

The Executive Summary consists of a maximum of ten (10) pages summarizing project information (see report status section below for topics). The Executive Summary should include the following:

- Brief description of work proposed to be done in the original Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 IRWM Implementation Grant application.
- Description of actual work completed and any deviations from the work plan identified in the Grant Agreement. List any official amendments to the Agreement, with a short description of the amendment.
- Describe the mechanism or process that allows for continued performance monitoring of the projects in meeting the objectives of the IRWM Plan.

REPORTS AND/OR PRODUCTS

- Provide a copy of any final technical report or study, produced for this project as described in the Work Plan, if applicable.
- Provide a map and shapefile(s) showing the location of the completed project. A description of the geographic projection and datum used for the shapefile must be submitted with the shapefile (a NAD '83 datum and either a UTM 10 or UTM 11 projection, dependent on the project's location in the state, should be utilized).
- If any wells were constructed as part of the project, provide the following information: well logs; borehole geophysical logs; state well number; site information to include horizontal (NAD '83) and vertical (NAVD '88) datum to be determined within 0.5 feet.
- Provide an electronic copy of any as-built plans (media: CD-ROM; PDF format).
- Provide copies of any data collected along with location maps.
- If applicable, describe the findings of any study and whether the study determined the engineering, hydrologic, hydrogeologic, environmental, economic and financial feasibility of the project.
- If applicable, a discussion of the critical water supply or water quality benefits to DAC as part of this Grant Agreement.

COST & DISPOSITION OF FUNDS INFORMATION

- A list of invoices showing:
 - The date each invoice was submitted to 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 spreadsheet summary of the original budget costs by task versus the final project costs
- 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).
 - Construction cost information, shown by material, equipment, labor costs, and change orders.
 - Any other incurred cost detail.
 - A statement verifying separate accounting of grant disbursements.
- Summary of project cost including:
 - Accounting of the cost of project expenditure.
 - Include all internal and external costs not previously disclosed.
 - A discussion of factors that positively or negatively affected the project cost and any deviation from the original project cost estimate.

ADDITIONAL INFORMATION

- Benefits derived from the project, with quantification of such benefits provided, if applicable.
- A final project schedule showing actual progress versus planned progress.
- Certification from a California Registered Civil Engineer that the project was conducted in accordance with the approved work plan and any approved modifications thereto.
- Submittal schedule for the Post Performance Report and an outline of the proposed reporting format.

GRANT COMPLETION REPORT

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

EXECUTIVE SUMMARY

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

REPORTS AND/OR PRODUCTS

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

COST & DISPOSITION OF FUNDS INFORMATION

- A summary of final funds disbursement for each project.

ADDITIONAL INFORMATION

- A final schedule showing individual project's actual progress duration verse planned progress.
- Certification from a California Registered Civil Engineer that the Program was conducted in accordance with the approved work plan and any approved modifications thereto. Discussion of the synergies of the completed projects, including the integration of project benefits and a comparison of actual benefits versus those discussed in the original proposal.
- Submittal schedule for the Post Performance Reports for each of the projects in this Grant Agreement.

POST-PERFORMANCE REPORT

Post Performance Report is required annually for every project for a period of 10 years beginning after the first year of operation, and includes the following:

REPORTS AND/OR PRODUCTS

- Time period of the annual report, i.e., Oct 2014 through September 2015.
- Short project description.
- Brief discussion of the project benefits to water quality, water supply, and the environment.
- An assessment of any explanations for any differences between the expected versus actual project benefits in meeting IRWM priorities as stated in the original IRWM Implementation Grant application. Where applicable, the reporting should include quantitative metrics, i.e., new acre-feet of water produced that year, acres of wildlife habitat added, etc.
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
- Continued reporting on meeting the Output Indicators and Targets discussed in the Project Monitoring Plan discussed in Paragraph 22 of this Grant Agreement.
- Any additional information relevant to or generated by the continued operation of the project.

ELECTRONIC REPORT FORMATTING

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

- Text preferably in MS WORD or text PDF format.
- Files generally less than 10 MB in size.
- Files named so that the public can determine their content. For example, file naming of reports must have the title and, if subdivided into smaller sized files, the chapter number/letter and names in the report Table of Content (TOC); files of maps, figures, and tables by number/letter as referenced in the TOC; well logs files with DWR-required naming convention; and Appendix number/letter and named in the TOC.
- For projects involving a modeling component, grantee shall provide the major input data files, parameters, calibration statistics, output files, and other information requested by State's Project Manager.

**EXHIBIT F
LOCAL PROJECT SPONSORS**

LOCAL PROJECT SPONSORS

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

Local Sponsor Agency Designations		
Sponsored Project	Sponsor Agency	Agency Address
Project 1 South and Highland Bain	Consolidated Irrigation District	Phil Desatoff General Manager Consolidated Irrigation District P.O. Box 209 Selma, CA 93662 Office: (559) 896-1660 pdesatoff@cidwater.com
Project 2 Surface Water Treatment Plant Expansion	City of Clovis	Lisa Koehn Assistant Public Utilities Director City of Clovis 155 N. Sunnyside Avenue Clovis, CA 93611 Office: (559) 324-2607 lisak@ci.clovis.ca.us
Project 3 Drummond Jensen Avenue Sewer Connection Study	County of Fresno	Joe Prado Principal Staff Analyst C/O Drummond-Jensen Community County of Fresno, Dept. of Public Works and Planning Resources Division, Special Districts 2220 Tulare Street, 6th Floor Fresno, CA 93721 Office: (559) 262-4259 JPrado@co.fresno.ca.us
Project 4 Water Well Rehabilitation Project	East Orsi Community Services District	Lucy Rodriguez District Manager East Orsi Community Services District P.O. Box 213 Orsi, CA 93647 Office: (559) 393-1125 eocsd@aol.com
Project 5 Residential Water Meter Project (Area VI and VII)	City of Fresno	Brock Buche Water Division Engineer City of Fresno Public Utilities Department, Water Division 1910 East University Avenue Fresno, CA 93703-2988 Office: (559) 621-5325 Brock.Buche@fresno.gov

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 E.

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

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

GROUNDWATER LEVEL DATA

For each project that collects groundwater level data, 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 E. Information regarding the WDL and in what format to submit data in can be found at:
<http://wdl.water.ca.gov/>.

In the near future, DWR's WDL will be replaced by the California Statewide Groundwater Elevation Monitoring program (CASGEM). Once this Program comes online Grantee will then submit groundwater level data to CASGEM. Information regarding the CASGEM program can be found at:
<http://www.water.ca.gov/groundwater/casgem/>

Exhibit H
State Audit Document Requirements and Guidelines for Grantees
Under DWR Financial Assistance Programs

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

List of Documents for Audit

Internal Controls:

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

Agreements and Contracts:

1. Original signed Grant Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants received from the State.
3. A listing of all other funding sources for each project.
4. All subcontractor and consultant contracts and related or partners documents, if applicable.
5. Contracts between the Agency and member agencies as related to this grant agreement.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under this Grant Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests and related budget line items under this Grant Agreement.
3. Reimbursement requests submitted to the State for this 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 this Grant Agreement.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for 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 reimbursement.

Administration Costs: Supporting documents showing the calculation of administration costs.

Personnel:

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

Project Files:

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

General Grant Agreement Guidelines

Amendment Requirements:

Amendments to the Work Plan, Budget, and/or Schedule of this Grant Agreement are triggered when the proposed changes are deemed by the State to be substantial. Substantial changes generally include changes to the wording/scope of work, schedule or term, and budget. For example, a formal budget change to an Agreement is required when the cumulative total since the execution of agreement of proposed Grant amount budget change(s) for a Task is greater than 10% of the original Grant amount budget for that particular Task or the Task to be exchanged with.

Funding Match Contribution

Funding Match (often referred to as Grantee Cost Share) is the amount defined in Paragraph 4 of this Agreement. Funding Match consists of non-State funds including in-kind services. In-kind services are defined as work performed (i.e., dollar value of non-cash contributions) by the Grantee (and potentially other parties involved) directly related to the execution of the scope of work (examples: volunteer services, equipment use, and facilities). The cost of which in-kind service is valued can counted as funding match in-lieu of actual funds (or revenue) provided by the Grantee. Other funding match and in-kind service eligibility conditions apply (see paragraph 9). Provided below is guidance for claiming funding match with and without in-kind services.

1. Adequate documentation supporting value of in-kind service (or volunteer service) as funding match claimed shall be maintained. Although tracked separately, in-kind services shall be documented and, to the extent feasible, supported by the same methods used by the Grantee for its own employees. Provide formal (on official letterhead) and substantial documentation of in-kind service by including the following:
 - o Describe contributed item(s) or service(s)
 - o Purpose for which contribution was made (tie to scope of work)
 - o Name of contributing organization and date of contribution
 - o Real or approximate value of contribution. Who valued the contribution and how was the value determined? (e.g., actual, appraisal, fair market value, etc.). Justification of rate. (see item #4, below)
 - o Person's name and function of the contributing person
 - o Hours of contribution
 - o If multiple sources exist, summarize these on a table with summed charges
 - o Was contribution provided by, obtained with, or supported by government funds? If so, indicate source.
2. Funding match contribution (including in kind services) shall be for costs and services directly attributed to activities included in this Grant Agreement Work Plan. These services, furnished by professional and technical personnel, consultants, and other skilled and unskilled labor may be counted as in-kind if the activities are an integral and necessary part of this Grant Agreement. Evaluate eligibility with DWR Project Manager in advance of submittal.
3. Do not track cash contributions made to a project as an expenditure as you would for an in-kind service. When providing funding match, track cash contributions to the Project (i.e. revenues) and expenditures (typically in-kind contribution) separately in an accounting system.
4. Rates for volunteer or in-kind services shall be consistent with those paid for similar work in the Grantee organization. For example, volunteer service of clearing vegetation performed by an attorney shall be valued at a fair market value for this service, not the rate for professional legal services. In those instances in which the required skills are not found in the recipient organization, rates shall be consistent with those paid for similar work in the labor market. In either case, paid fringe benefits that are reasonable, allowable, and allocable may be included in the valuation.

EXHIBIT I
GRANTEE RESOLUTION

**BEFORE THE BOARD OF DIRECTORS
OF THE UPPER KINGS BASIN INTEGRATED REGIONAL
WATER MANAGEMENT AUTHORITY
FRESNO, CALIFORNIA**

RESOLUTION NO. 10-03

**AUTHORIZATION TO FILE AN APPLICATION FOR A GRANT UNDER ROUND 1
OF THE PROPOSITION 84 INTEGRATED REGIONAL WATER MANAGEMENT
GRANT PROGRAM AND TO ENTER INTO AN AGREEMENT WITH
THE CALIFORNIA DEPARTMENT OF WATER RESOURCES**

WHEREAS, the Upper Kings Basin Integrated Regional Water Management Authority, a Joint Powers Authority made up of cities, counties and water agencies in the Central San Joaquin Valley, with the responsibility for implementing the Upper Kings Basin Integrated Regional Water Management Plan and;

WHEREAS, the Upper Kings Basin Integrated Regional Water Management Authority desires to make an application for funding under the Proposition 84 Integrated Regional Water Management Grant Program, Round 1, to implement projects that are consistent with the Upper Kings Basin Integrated Regional Water Management Plan and Proposition 84 standards and;

WHEREAS, a requirement of applying for Round 1 Implementation grant funds is submittal of a signed Consent Form, which states that the applicant acknowledges an understanding that they will be required to enter into a binding agreement with California Department of Water Resources to fully update, within two years of the execution date of an agreement, the integrated regional water management plan to meet Proposition 84 Plan Standards contained in the Grant Program Guidelines, now;

BE IT RESOLVED BY THE Board of Directors of the Upper Kings Basin Integrated Regional Water Management Authority that application be made to the California Department of Water Resources to obtain an Integrated Regional Water Management Implementation Grant pursuant to all the terms and provisions of the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, and amendments thereto, and;

BE IT FURTHER RESOLVED THAT the Chair of the Water Authority, or his designee, is hereby authorized and directed to prepare the necessary data, conduct investigations, file such application, and execute a grant agreement with the California Department of Water Resources.

THE FOREGOING RESOLUTION was passed and adopted at a special meeting of the Board of Directors of the Upper Kings Basin Integrated Regional Water Management Authority on this 15th day of December, 2010, by the following vote:

AYES: Directors Armstrong, Uota, Blayney, Nielsen, Jr., Serrato, Orth, Mills, Gorman, Moore, Waldner, Martinez, Ramirez, and Worthley

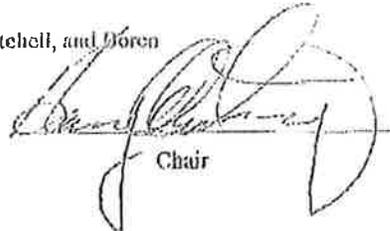
NOES: None

ABSENT: Directors Rapada, Lujan, Mitchell, and Doren

ATTEST:



Secretary


Chair

SECRETARY'S CERTIFICATE

I, David L. Orth, Secretary of Upper Kings Basin Integrated Regional Water Management Authority, hereby certify that the foregoing is a full, true and correct copy of a Resolution duly adopted at the Special Meeting of the Board of Directors of said Authority duly noticed and held on the 15th day of December 2010, of which meeting all of the members of said Board of Directors had due notice and at which a majority thereof were present.

WITNESS my hand this 15th day of December 2010.



Secretary