



County of Lassen
Department of Planning and Building Services

• Planning • Building Permits • Code Enforcement • Surveyor • Surface Mining

February 11, 2019

Maurice L. Anderson, *Director*
707 Nevada Street, Suite 5
Susanville, CA 96130-3912
Phone: 530 251-8269
Fax: 530 251-8373
email: landuse@co.lassen.ca.us
website: www.co.lassen.ca.us

TO: Board of Supervisors
Agenda Date: February 19, 2019

Zoning & Building
Inspection Requests
Phone: 530 257-5263

FROM: Maurice L. Anderson, Director

MA FOR

SUBJECT: Proposal to prepare a Groundwater Sustainability Plan for the Big Valley
Groundwater Basin pursuant to the Sustainable Groundwater Management Act.

ACTION REQUESTED

1. Receive report; and
2. Authorize the Chairman to sign the contract with GEI Consultants, Inc. in the amount of \$914,443; and
3. Provide direction to staff if necessary.

SUMMARY

On October 10, 2017, the Board of Supervisors adopted Resolution 17-062, authorizing submittal of a grant application to the Department of Water Resources (DWR) for the preparation of a Groundwater Sustainability Plan (GSP) for the Big Valley Groundwater Basin. Said Resolution authorized the County Administrative Officer to execute said Grant Agreement. On May 8, 2018, funding in the amount of \$999,185.00 was offered by the California Department of Water Resources (DWR), and, on November 9, 2018, an Agreement was executed.

There is no cost share associated with this grant and 100 percent of the costs incurred by Lassen County to secure a consultant to prepare the plan will be paid by the DWR. In fact, section B.3.2 of the proposed contract (page 16 of the contract) specifically stipulates that the consultant will only be paid after Lassen County is paid by the DWR. Further, \$84,742 of the grant will be available for reimbursement of other costs expended by Lassen County, such as staff time.

On March 14, 2017, the Board of Supervisors adopted Resolution 17-013 electing to be the Groundwater Sustainability Agency (GSA) for the Basin, triggering the requirement that Lassen County prepare a GSP by January 31, 2022. Pursuant to the Sustainable Groundwater Management Act (SGMA), if a GSP is not adopted by the January 31, 2022, deadline, the State Water Resources Control Board will intervene and any costs incurred by the Water Board will be passed on to the local residents through various mechanisms.

The Big Valley Groundwater Basin is partially in Modoc County. As such, on February 28, 2017, Modoc County adopted Resolution Number 2017-09, electing to be the GSA for the portion of the Basin in Modoc County. Modoc County provided authority for Lassen County to seek grant funding for the portion of Basin in Modoc County (that is, the GSP grant is for the entire basin, not just the portion in Lassen County). The two Boards determined that one GSP would be prepared for the entire Big Valley Groundwater Basin. It was recognized in Resolution 17-013 that both counties will need to work cooperatively on preparation of a GSP.

Accordingly, on November 13, 2018, the Board of Supervisors directed Supervisor Albaugh to work on the development of an Advisory Committee to advise both GSAs (Lassen and Modoc) on the preparation of the GSP. In consultation with Supervisor Albaugh, staff has begun preparation of a Memorandum of Understanding (MOU) with Modoc County for the formation of an Advisory Committee. It is anticipated that said MOU will be presented to the Board in the coming weeks. In summary, it is staff's recommendation that the Advisory Committee be comprised of the following:

- One Lassen County Board member.
- One Modoc County Board member.
- Two public members from the Lassen County portion of the Basin, selected by the Lassen County Board of Supervisors.
- Two public members from the Modoc County portion of the Basin, selected by the Modoc County Board of Supervisors.

In summary, the primary roles of the Advisory Committee would be to advise the two GSAs on the preparation of the GSP and provide a forum for public comment. Ultimately, to be approved, the GSP will have to be adopted (and enforced) by both GSAs.

Consultant recommendation:

Staff has provided updates to the Board of Supervisors throughout this process (most recently on April 24, 2018 and November 13, 2018). It continues to be staff's recommendation that we retain the services of GEI Consultants, Inc. for preparation of this GSP (versus seeking the services of an alternate consultant). There has been some discussion with the Board of Supervisors regarding groundwater consulting services, but the Board has not provided specific direction in that regard. In summary, the primary reasons staff recommends continuing to utilize GEI are as follows:

1. GEI prepared this successful grant application on behalf of Lassen County. The scope of work and the overall strategy was devised by GEI (with our input). The scope recognizes the particular strengths and capabilities of GEI. It will be a challenge for a different firm to come into the project mid-stream (we have been working with GEI since the inception of SGMA in 2014) and take over the work plan developed by GEI.
2. Modoc County is supportive if Lassen County chooses to continue to utilize GEI for groundwater consulting services. The subject Groundwater Sustainability Plan (GSP) grant involves the entire basin, the Modoc County portion and the Lassen County portion. Lassen County is administering the contract on behalf of the entire basin (both Counties). Modoc County reviewed the application and work plan developed by GEI, and supports retaining the services of GEI.
3. The North Cal-Neva RC&D (e.g. Modoc County) has an associated successful grant for the projects on the Modoc County portion of the Basin. GEI also prepared this application and North Cal-Neva RC&D is contracting with GEI. There may be unnecessary complications if North Cal-Neva RC&D's grant were administered by a different firm than the firm preparing the GSP.

4. GEI and their partner Woodard and Curran are extremely qualified, among the most qualified firms in the state (see the attached statement of qualifications). So far, the work done by GEI and their involved personnel have passed all state requirements (CASGEM, groundwater monitoring plan, BMO etc.). There have been multiple successful grant applications by this consulting team for Lassen County. The firms have a staff of 800 and 1,000 respectively, with experts in groundwater, water resource planning and the related disciplines that will be needed to prepare the GSP.
5. We have a long history with GEI. Through the projects that we have had, GEI has been educated on the particulars of the Big Valley Groundwater Basin. That is, GEI is already familiar with many of the unique characteristics of the basin, having completed a Hydrogeological Data Assessment and other projects for Lassen County. Involved staff have been providing hydrogeological consulting services to Lassen County since 2006. If another consultant is selected, they will not have this critical knowledge of the particulars of the Basin and it will take time and money for a new consultant to achieve the knowledge of the Basin that GEI already has.
6. We have until January 31, 2022, to prepare the GSP. Given the scope of work involved, this is actually a very tight timeline. Changing consultants now will add unnecessary delay we can't afford.
7. Staff has an excellent working relationship with GEI, developed after many years of working together on various projects.

FISCAL

As stated, this contract will be paid in its entirety from funds received from the DWR from the corresponding grant agreement (attached). This revenue (the grant) and expense (the proposed contract with GEI) is reflected in the adopted 2018/2019 fiscal year budget. However, not all of the funds from the grant will be received or expended this fiscal year, as the work will not be complete until 2022. As such, \$350,000 was budgeted this fiscal year (and not the entire amount of the contract - \$914,443); however, the actual amount billed to DWR and paid to GEI will depend on the work that is actually completed. The \$350,000 budgeted this fiscal year was estimated when the budget was adopted, based on the anticipated work that would be performed. However, this project is significantly behind schedule (due primarily to the fact that the state did not execute the grant agreement until November 9, 2018), so it is doubtful that the full \$350,000 will be utilized this year. For this contract to be paid in future years (e.g. the 19/20, 20/21, and 21/22 fiscal years) the Board will need to include the revenue and expense in that budget.

MLA:gfn
Enclosures

606.67/Bdltr contract GEI 1-22-19



Statement of Qualifications

Big Valley Groundwater Sustainability Plan

Lassen County is preparing to develop a Groundwater Sustainability Plan (GSP) for the Big Valley groundwater basin, as required by the Sustainable Groundwater Management Act (SGMA). The County was recently awarded \$999,185 in grant funding from the Department of Water Resources (DWR). This document provides information and justification for the selection of GEI Consultants, teamed with Woodard and Curran, to implement the grant project and develop a SGMA-compliant groundwater sustainability plan (GSP).

GEI Consultants and Woodard and Curran staff likely have the most robust experience in groundwater management for Lassen County and the two firms are perhaps the most qualified in the state on SGMA compliance and GSP development. Our proposed project team features key staff from both companies, and both companies have unrivalled experience and multiple subject matter experts in groundwater and water resources planning. Our proposed Project Manager (PM) is David Fairman, PG, CHG from GEI, and our proposed Person in Charge (PIC) is John Ayres, PG, CHG from Woodard and Curran. David and John have worked together on several recent groundwater management projects for Lassen County, and together represent over 10 years of knowledge and experience with Lassen County groundwater.

David Fairman, PG, CHG

Project Manager

David has worked on groundwater projects in Lassen County since 2015 and has been leading SGMA preparation efforts in Lassen County for the last year. He conducted Big Valley stakeholder outreach support, led the completion of the Big Valley Hydrogeologic Data Assessment, and prepared Lassen County's Grant Application which was awarded recently. He has been coordinating communication between Lassen County and Modoc County during GSA formation, and has direct experience with Lassen County's CASGEM monitoring program, where he prepared the monitoring plan to maintain the County's position as monitoring entity.

David is currently the technical manager for the North American Subbasin GSP, and is responsible for development of all GSP components. He is also providing technical support on several other GSPs including the Sutter and portions of the Kern Subbasins.

John Ayres, PG, CHG

Person in Charge

John has been in responsible charge of groundwater management projects in Lassen County for over 10 years. Beginning with the Lassen County Groundwater Management Plan, multiple local groundwater assistance grant applications, working with staff to develop the Basin Management Objectives Ordinance, and working with David Fairman to complete the Lassen CASGEM monitoring program. He presented to the public and helped prepare Lassen County's GSA filing, and has been involved in coordination between Lassen and Modoc Counties.

John is currently acting as hydrogeologist in responsible charge for the development of the Cuyama GSP and is the PIC for the Yuba Basins GSP. He is also providing sustainability criteria support to the Delta Mendota GSP, and supported establishment of GSAs and SGMA readiness projects across the state.

GEI Consultants
2868 Prospect Park Dr #400
Rancho Cordova, CA 95670

Woodard and Curran
1545 River Park Drive, Suite 425
Sacramento, CA 95815 •



In his role as PM, David will be leading the development of the technical analysis and GSP preparation, as well as ensuring that all portions of the GSP are developed in coordination with Modoc County and local stakeholders, on schedule and budget.

In his role as PIC, John will ensure that the Big Valley GSP meets regulatory requirements while limiting implementation costs and reducing burdens on local groundwater uses. He will be responsible for quality control and will lead outreach efforts.

David and John will be supported by their respective companies, which are leaders in water resources in California. GEI is a national consulting firm of over 800 professionals, with over 140 professionals who can address any technical need in California. Woodard and Curran is a national consulting firm of over 1,000 professionals, with over 125 water resources professionals in California. Both firms possess multiple subject matter experts on modeling, engineering design, program management, and other technical services. David and John will have access to technical staff as well as other staff that are managing other GSPs and SGMA efforts, including:

GEI Consultants, Inc.	Woodard and Curran
North American Subbasin	Merced Subbasin
South American Subbasin	Eastern San Joaquin Subbasin
Sutter Subbasin	Turlock Subbasin
Paso Robles Subbasin	San Luis Delta-Mendota Subbasin
Santa Ynez Basin	Yuba Subbasins
Kaweah Subbasin	Cuyama Basin
Kern Subbasin	Modesto Subbasin

Summary

The following list summarizes the advantages to selecting the GEI-W&C team.

- A Project Manager that specializes in groundwater and has experience both with Lassen County groundwater management and SGMA projects across the state
- Project team members who have a long history of work with the County on groundwater management going back to 2006, are intimately familiar with local conditions and political climate, and have extensive SGMA experience
- Project team members who have been involved in preliminary SGMA implementation activities and outreach for the BVGB.
- Project team members who prepared the grant application for GSP development and are intimately familiar with and invested in the success of the GSP
- Consulting firms that have robust SGMA experience and strong technical services supporting the proposed project team

David Fairman, CHG
Senior Hydrogeologist, GEI

John Ayres, CHG
Senior Hydrogeologist, W&C

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GEI's Groundwater Communication Portal

Both SGMA and the GSP Regulations **require stakeholder engagement**. GEI advises outreach begin early in the GSP process. Early stakeholder engagement can lead to improved outcomes and broader support for the GSP, as interested parties are allowed active input to the decision-making process. Outreach continues throughout GSP development and implementation.

GEI developed a tool to help our clients with their outreach efforts. The tool, referred to as the Groundwater Communication Portal (GCP), can be customized for your basin to help track your engagement efforts. The GCP is a web-based outreach tool where you can post events and automatically inform interested parties with the click of a button. Interested parties can register with the GCP to stay informed about events related to GSP development and register for individual events to receive updates.

The GCP serves as a repository for all information about your GSA's meetings and interested parties. Storing all stakeholder engagement information in one place will be beneficial both for creating the communications section of your GSP and for continued tracking of outreach efforts moving forward to GSP 5-Year Updates and implementation. The GCP administrative functions include report generation, so you can easily generate your list of interested parties or details about events (e.g., who was notified). Administrators may also add attachments to events, including items such as meeting agendas, minutes, and sign-in sheets.

There are currently two powerful upgrades under development for GEI's GCP: a Data Viewer module and a Public Comment module.

- The **Data Viewer** module will help GSAs share the data being used to develop their GSPs. Sharing of GSP data provides transparency to the public and consistency of data among GSA leadership.
- The **Public Comment** module will facilitate the collection and management of public comments on the draft GSP(s). Comments will be entered by interested parties online via a user-friendly web form arranged by GSP Chapter and Section.

Working with GEI now to customize a GCP for your GSA will save time and effort in the future. **See examples of the GCP in Figures 1 and 2.**

GCP Features

- Maintain the GSA's list of interested parties
- Allow interested parties to self-register
- Post meeting announcements, details, and documents
- Automatically notify interested parties with the click of a button
- Track and report who was notified and who replied to your invitation
- View a calendar of scheduled events

Optional Upgrades

- **Survey module.** Conduct stakeholder surveys.
- **E-Blast module.** Send e-mail blasts to your interested parties.
- **Communication log module.** Track GSA outreach interactions including letters and e-mails received from interested parties and responses from the GSA.
- **Data viewer module.** Share the data being used to develop the GSP, providing transparency and building stakeholder trust.
- **Public comment module.** Collect public comments on draft GSP(s) into the GCP database for easy tracking and sorting.
- **Spanish language module.** Connect with Spanish-speaking interested parties.

Figure 1. Example GCP Home Page

Paso Robles Groundwater Communication Portal (GCP)

Home Calendar Dashboard Events Sign Out

Register as an Interested Party to receive updates on meetings and events

Welcome to the Paso Robles GCP

California's Sustainable Groundwater Management Act (SGMA) requires the preparation and implementation of Groundwater Sustainability Plans (GSP) for high and medium priority groundwater basins. The Paso Robles Groundwater Succession is a critically overdrawn high priority basin. Therefore, areas within the Basin must be managed under a GSP by January 31, 2020.

The GSAs listed below joined together to form a Cooperative Committee with the purpose of making development of one GSP for the portion of the Paso Robles Basin in San Luis Obispo County.

For more information, please visit the Groundwater Sustainability Agency websites at:

- County of San Luis Obispo
- Shandon San Juan Water District
- Mariposa Ranch CSD
- San Miguel CSD
- City of Paso Robles

Register as Interested Party

Take Outreach Survey

SGMA Reference Material

- SGMA Legislation
- SGMA Regulations
- California Department of Water Resources (CDWR) Best Management Practices and Guidance Documents
- Local Sustainable Groundwater Management Program Initiative

Figure 2. View the calendar of events

Paso Robles Groundwater Communication Portal (GCP)

Home Calendar Sign In

Home Event Calendar

< > today

May 2018

month week day

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1 SGMA Informational Meeting		2	3	4	5
6	7	8	9	10	11	12
13 SGMA Informational Meeting	14	15	16	17	18	19
20 SGMA Informational Meeting	21	22	23	24	25	26
27	28	29	30	31		

To see an example GCP, visit www.pasogcp.com

AGREEMENT BETWEEN LASSEN COUNTY

AND

GEI CONSULTANTS, INC

THIS AGREEMENT is made between the COUNTY OF LASSEN, a political subdivision of the State of California (hereinafter "COUNTY"), and GEI Consultants Inc. a Massachusetts corporation, with a principal place of business at 2868 Prospect Park Drive, Suite 400, Rancho Cordova, CA 95670, (hereinafter "CONTRACTOR").

This Agreement is made with reference to the following facts and circumstances:

WHEREAS COUNTY has need for services to prepare a Groundwater Sustainability Plan for the Big Valley Groundwater Basin and,

WHEREAS CONTRACTOR desires to provide those services.

In consideration of the services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

1. SERVICES.

The CONTRACTOR shall provide those services described in Attachment "A". CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A".

2. TERM.

The term of the agreement shall be for the period of February 19, 2019, through completion of all services.

3. PAYMENT.

COUNTY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billing for said services to COUNTY in the manner specified in Attachment "B".

4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF COUNTY.

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.

COUNTY shall:

4.1 Pay the CONTRACTOR on the terms agreed upon herein in writing, provided



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that: (1) the CONTRACTOR timely submits appropriate invoices to the COUNTY, (2) the CONTRACTOR is not in breach of the terms and conditions of this Agreement, its attachments, or the standards or/specifications referenced or applicable thereto; (3) the CONTRACTOR is not in violation of laws or regulations substantially impairing the value of the CONTRACTOR'S performance or the CONTRACTOR'S entitlement to payment; (4) funds to be paid to the CONTRACTOR are not the subject of any active levy, execution, claim, offset, or stop notice by any third party or the COUNTY; and (5) appropriate public funds are available to the COUNTY for such payment.

4.2 Retain ownership and have prompt access to any report, evaluations, intellectual property, findings, or data assembled/developed by CONTRACTOR under this Agreement.

5. ADDITIONAL PROVISIONS.

Those additional provisions unique to this Agreement are set forth in Attachment "C".

6. GENERAL PROVISIONS.

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other terms or conditions insofar as the latter are inconsistent with the general provisions.

7. DESIGNATED REPRESENTATIVES.

Maurice L. Anderson, Director of the Lassen County Department of Planning and Building Services, is the designated representative of the COUNTY and will administer this Agreement for the COUNTY. Michael Cornelius, Sacramento Office Branch Manager, and Vice President. with CONTRACTOR is the authorized representative for CONTRACTOR. Changes in the designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

Attachment A-Services
Attachment B-Payment
Attachment C-Additional Provisions
Attachment D-General Provisions
Attachment E-No Third Party Beneficiaries



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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown opposite their respective signatures.

CONTRACTOR
GEI Consultants, Inc.

Dated: _____

By: _____
Dan Wanket, GEI West Region
Operations Manager

Dated: _____


By: _____
Michael Cornelius, Sacramento Office Branch
Manager, and Vice President

COUNTY

Dated: _____

By: _____
Chris Gallagher, Chairman of the
Board of Supervisors
County of Lassen

Approved as to form:

By:  2-13-19
Robert M. Burns
Lassen County Counsel

[1Contract Standard Professional Services Master v20150602]



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[v.20150602]

AGREEMENT BETWEEN LASSEN COUNTY AND GEI CONSULTANTS, INC

ATTACHMENT A AGREEMENT BETWEEN LASSEN COUNTY AND GEI CONSULTANTS, INC SCOPE OF SERVICES

A.1 SCOPE OF SERVICES AND DUTIES.

The services to be provided by CONTRACTOR and the scope of CONTRACTOR's duties include the following:

The work proposed here is based on the both the grant agreement between the County and DWR (4600012669) as well as the grant application submitted by COUNTY to DWR in November 2017. These documents are incorporated herein by reference. **Table 1** below shows the organization of the work in the DWR grant agreement and the proposed tasks that the CONTRACTOR Team will perform to support the County.

Table 1: Organization of Grant Scope of Work and Proposed Tasks

Organization in DWR Grant Agreement		Proposed Tasks for GEI Team	
Component 1	Big Valley Basin Groundwater Sustainability Plan		
Category (a)	Project Administration	Task 1a	Program Management and Grant Administration
Category (b)	Communication and Engagement	Task 1b	Communication and Engagement
Category (c)	GSP Development	Task 1c	GSP Development
Component 2	Monitoring Well Installation		
Category (a)	Planning, Design, Engineering and Environmental Documentation	Task 2a	MW Planning, Design, Engineering, and Environmental Documentation
Task 1	CEQA	SubTask 2a.1	CEQA
Task 2	Permitting	Subtask 2a.2	Permitting
Task 3	Planning, Design, and Engineering	Subtask 2a.3	Planning, Design, and Engineering
Category (b)	Monitoring Well Construction	Task 2b	Monitoring Well Construction
Category (c)	Water Quality Sampling	Task 2c	Water Quality Sampling

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The following describes CONTRACTOR's proposed scope of services to assist the County with implementation of DWR grant agreement number 4600012669 and develop a GSP for the BVGB. Tasks and deliverables are meant to generally correlate with the grant agreement.

Task 1a – Program Management and Grant Administration

CONTRACTOR will support the County to complete the activities described in Exhibit A of the DWR Agreement Component 1, Category (a): Project Administration. These activities include the management and coordination of grant activities, review of grant deliverables, and development and submission of documents to DWR which includes invoices, progress reports, and the final completion report. The bulk of this work will be performed by County staff, and CONTRACTOR will perform a supporting role. CONTRACTOR will do the following to support the County in completing this task:

- Submit invoices to the County for work performed by the CONTRACTOR Team
- Provide the County with draft progress and completion reports for review by County staff and submission to DWR

Deliverables:

- ☐ Monthly CONTRACTOR invoices submitted to County
- ☐ Draft quarterly progress reports
- ☐ Draft component completion reports
- ☐ Draft project completion report

Assumptions:

- County staff will review and finalize progress and completion reports prior to submittal to DWR
- County staff will submit all invoices, progress and completion reports, and other required grant documentation directly to DWR

Task 1b – Communication and Engagement

CONTRACTOR will support the County to complete the activities described in Exhibit A of the DWR Agreement Component 1, Category (b): Communication and Engagement (C&E). The successful development of the GSP will require a set of C&E activities, as listed below. Some of the work for satisfaction of the grant work plan will be performed by County staff. CONTRACTOR shall do the following:

- Work with GSA staff to develop a C&E Plan for the BVGB
- Support County staff in the implementation of the C&E Plan by:
 - Developing an online system for GSA staff to document outreach activities, which will track:
 - List of interested parties
 - Documentation of notifications and communications
 - List of public meetings held



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- Meeting summaries
- Comments from stakeholders and responses
- Support preparation for quarterly outreach meetings, including:
 - Agendas
 - Documents for distribution
 - PowerPoint presentations
 - Other presentation materials
- Attend and present at outreach and coordination meetings
- Produce final GSP outreach documentation, which are necessary for GSP completion and submittal

Deliverables:

- ☐ Draft and Final C&E Plan
- ☐ Online C&E tracking tool
- ☐ Outreach documentation for submission with the GSP
- ☐ Attendance and presentation at outreach and coordination meetings by CONTRACTOR Team staff

Assumptions:

- Up to 15 outreach and/or coordination meetings will occur in satisfaction of this task.
- CONTRACTOR Team staff may attend some meetings by teleconference as approved by County staff.

Task 1c – GSP Development

CONTRACTOR will develop the GSP content for the BVGB as described in Exhibit A of the DWR Agreement Component 1, Category (c): GSP Development.

The GSP will be developed through the following activities, each containing a “interim deliverables” generally corresponding to the chapters of the GSP. These interim deliverables will allow the County to document the progress of GSP development and be provided to DWR in quarterly progress reports. The final, assembled GSP will be submitted to DWR upon adoption by the GSAs.

1) Administrative Information

CONTRACTOR will prepare the draft Plan Area and Authority section for the GSP and a draft Coordination agreement between the two GSAs. To achieve this, CONTRACTOR shall do the following:

- Develop Plan Area and Authority section of the GSP, including:
 - Map of the GSAs’ boundaries
 - Document GSA organization and legal authority to prepare a GSP
 - Describe the GSP area
 - Document existing management and general plans and their interactions with the GSP

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- Describe applicable land use elements
- Provide preliminary language to the GSAs for the draft coordination agreement
- Facilitate up to 3 meetings between the GSAs at the beginning of the GSP development process to refine language
- Provide a draft coordination agreement to the GSAs
- Facilitate up to 3 meetings between the GSAs near the end of the GSP development process to finalize the language in the coordination agreement
- Provide a final coordination agreement to the GSAs for approval

Interim Deliverables:

- ☐ Draft Coordination Agreement
- ☐ Draft Plan Area and Authority Section of the GSP
- ☐ Final Coordination Agreement

Assumptions:

- CONTRACTOR (or approved subcontractor) staff will attend up to 6 meetings in person or by teleconference as requested by the County.
- The GSAs will come to agreement on the content of the final coordination agreement and each will approve the agreement

2) Hydrogeologic Conceptual Model

CONTRACTOR will prepare the Hydrogeologic Conceptual Model (HCM) section of the GSP. To achieve this, CONTRACTOR shall assemble the following information required by the GSP regulations:

- Physical Components
- Regional Geologic and Structural Setting
- Lateral Basin Boundaries
- Definable Bottom of Basin
- Principal Aquifers and Aquitards
- Cross-Sections and Maps
 - Two scaled cross-sections
 - Map(s) of physical characteristics: topographic information, surficial geology, soil characteristics, surface water bodies, source and point of delivery for imported water supplies
- Map of Recharge Areas
 - Map delineating existing recharge areas that substantially contribute to the replenishment of the basin, potential recharge areas, and discharge areas

Interim Deliverable:

- ☐ Draft HCM section of the GSP

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3) **Groundwater Conditions**

CONTRACTOR will prepare the Groundwater Conditions section of the GSP. To achieve this, CONTRACTOR shall assemble the following information required by the GSP regulations:

- Written description of Current and Historical Groundwater Conditions
- Summary of Groundwater Elevations, including hydrographs for selected wells
- Change in storage calculations
- Descriptions of groundwater quality, interconnected surface water systems, and groundwater dependent ecosystems.

Interim Deliverable:

- ☐ Draft Groundwater Conditions section of the GSP

4) **Water Budget**

CONTRACTOR will prepare the Water Budget section of the GSP. To achieve this, CONTRACTOR shall do the following as required by the GSP regulations:

- Identify a hydrologic base period
- Perform an evapotranspiration analysis
- Develop the following:
 - At least 10 years of historical water budgets
 - Current year water budget
 - 50-Year water budget forecast
 - Total surface water entering and existing the basin
 - Inflow to groundwater systems by source type
 - Outflow from groundwater systems by source type
 - Change in groundwater storage
 - Sustainable yield estimate

Interim Deliverable:

- ☐ Draft Water Budget section of the GSP

5) **Management Areas**

The subdivision of the BVGB into Management Areas may be necessary for the successful development of the GSP. CONTRACTOR will prepare the Management Areas section of the GSP as necessary. To achieve this, CONTRACTOR shall do the following as required by the GSP regulations:

- Facilitate outreach to develop the management areas
- Describe each management area
- Describe the reason for the creation of the management area based on scientific information and/or stakeholder input
- Describe the level of monitoring and analysis for each management area
- Explain of how each management will not cause undesirable results, including outside the management area

Interim Deliverable:



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- ☐ Draft Management Areas section of the GSP

6) Sustainable Management Criteria

CONTRACTOR will prepare the Sustainable Management Criteria (SMC) section of the GSP. To achieve this, CONTRACTOR shall do the following as required by the GSP regulations:

- Facilitate stakeholder outreach to develop the SMC
- Describe the sustainability goal developed through stakeholder outreach
- Develop the undesirable results narrative for each of the six sustainability indicators
- Facilitate stakeholder outreach to develop sustainability thresholds (minimum thresholds and measurable objectives)
- Evaluate the potential occurrence of undesirable results

Interim Deliverable:

- ☐ Draft SMC section of the GSP

7) Monitoring Network

CONTRACTOR will prepare the Monitoring Network section of the GSP. To achieve this, CONTRACTOR shall do the following as required by the GSP regulations:

- Facilitate stakeholder outreach to develop the monitoring network
- Develop monitoring networks for each of the six sustainability indicators
- Describe the monitoring rationale in consideration of management areas to achieve representative monitoring in the basin and for each management area and each principal aquifer including:
 - Location and frequency of monitoring
 - Maps of monitoring locations,
 - Protocols for monitoring
- Document minimum thresholds and measurable objectives for each of the representative monitoring wells for each sustainability indicator

Interim Deliverable:

- ☐ Draft Monitoring Network section of the GSP

8) Monitoring Network Evaluation

CONTRACTOR will perform an evaluation of the existing/available monitoring information prior to development of the preceding two sections of the GSP. To achieve this, CONTRACTOR shall evaluate the existing monitoring network and document the results in the memorandum, which will include:

- Monitoring protocols including technical standards and data collection methods
- Water quality sample analytes and parameters for the GSP
- List of analytical methods
- Rationale for selection of representative monitoring sites, network density, and monitoring frequency



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- Perform a data gaps assessment which identifies critical data gaps that will need to be filled for the development of the GSP
- Network improvement plan, including assessment of the monitoring network for data gaps

Interim Deliverable:

- ☐ Data Gaps Assessment and Critical Data Gap Workplan Memorandum
- ☐ Data Collection and Monitoring Evaluation Memorandum

9) Uplands Geologic Assessment

CONTRACTOR will perform uplands field exploration of the geology of potential recharge areas in the uplands surrounding BVGB and document the results in a report. To achieve this, CONTRACTOR will:

- Ensure the assessment is performed by a geologist with experience in volcanic terrains
- Develop reconnaissance maps of the upland volcanic deposits
- Describe the volcanic rock mineralogy and texture for up to 30 samples
- Perform a chemical analysis for up to 20 samples
- Describe the critical features for identifying each volcanic unit

Interim Deliverable:

- ☐ Uplands Geologic Assessment Report

10) Data Management System

CONTRACTOR will develop a Data Management System (DMS) and prepare a Data Management Plan to support the GSP. To achieve this, CONTRACTOR shall do the following:

- Develop a Data Management Plan that describes flow of data starting from data collection and including QA/QC processes
- Develop a relational database structure to store the information needed for the GSP
- Develop an online interface and tools to view, query, upload, download, and generate reports in support of the GSP using information in the database.
- Populate the database with existing data
- Document the general use of the DMS in a user's guide

Interim Deliverables:

- ☐ Data Management Plan
- ☐ DMS populated with existing data
- ☐ DMS user guide

11) Projects, Management Actions, and Adaptive Management

CONTRACTOR will prepare a draft of the Projects and Management Actions section of the GSP. To achieve this, CONTRACTOR shall do the following as required by the GSP regulations:

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- Facilitate stakeholder outreach to develop potential projects and management actions
- Evaluate and describe potential projects and management actions to achieve the sustainability goals
- Describe the following related to the projects and management actions
 - Measureable objectives
 - Groundwater extractions
 - Recharge management
 - Overdraft mitigation
 - Estimated costs
 - Plans to meet anticipated costs
- Describe for each project
 - Public noticing requirements
 - Permitting requirements
 - Timetable for initiation and completion of the project
 - Expected benefits and results
 - Procedures
 - Legal authority

Interim Deliverable:

- ☐ Draft Projects and Management Actions section of the GSP

12) GSP Implementation Plan and Report Compilation

CONTRACTOR will develop an Implementation Plan and compile the Plan for submittal to the GSAs and to DWR. To achieve this, CONTRACTOR will do the following:

- Write a Implementation Plan for inclusion in the GSP
- Compile the Final GSP
- Support County staff with the review and adoption process through the GSA governing bodies
- Support County staff with submittal of adopted GSP to DWR

Interim Deliverable:

- ☐ Final GSP for submittal to GSA governing bodies

Task 1c Final Deliverables:

- ☐ Drafts of each interim deliverable for inclusion in Quarterly Progress Reports
- ☐ Final GSP and proof of submittal to DWR

Assumptions:

- GSP will be adopted by each GSA

Task 2a – Monitoring Well Planning, Design, Engineering and Environmental Documentation

CONTRACTOR will support the County in the planning, design, engineering, and environmental documentation in support of constructing a set of monitoring wells. This task will support the



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completion of the activities described in Exhibit A of the DWR Agreement Component 2, Category (a): Planning, Design, Engineering, and Environmental Documentation. This task will be performed in three subtasks as described below.

Subtask 2a.1 – CEQA

To support the preparation of CEQA documentation for the monitoring wells, CONTRACTOR will:

- Prepare CEQA documentation
- Assist the County to file the documents with the State Clearinghouse, County Clerk, and DWR Project Manager.
- Assist county to obtain CEQA concurrence from the State prior to well construction activities

Deliverables:

- ☐ CEQA documentation

Assumptions:

- CEQA documentation will be filed under the Information Collection provision of Article 19, Section 15306 (Class 6)

Subtask 2a.2 – Permitting

To support the preparation of permits for the monitoring wells, CONTRACTOR will:

- Provide well construction permits to the County
- Assist County staff to obtain encroachment permits as necessary

Deliverables:

- ☐ Well construction and encroachment permits

Assumptions:

- Wells will be constructed on County road easements (or property owned by the County) and all encroachment will be on County easements and property

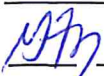
Subtask 2a.3 – Planning, Design, and Engineering

To support the County in the planning, design, and engineering of the wells, CONTRACTOR will:

- Develop plans and specifications to construct and develop two shallow monitoring wells and one dual-completion monitoring well
- Ensure that the proposed wells are constructed in accordance with California Well Standards Bulletin 74-90 and 74-81, and County well ordinances
- Provide bid documents for release of competitive bid to contractors
- Select a qualified, licensed drilling contractor

Deliverables:

- ☐ Well design plans and specifications certified, signed and stamped by a California Registered Engineer or Professional Geologist for each well
- ☐ Bid Documents



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Assumptions:

- Drilling contractor will be contracted through CONTRACTOR.

Task 2b – Monitoring Well Construction

CONTRACTOR will install two shallow monitoring wells and one dual completion monitoring well. The work will satisfy the activities described in Exhibit A of the DWR Agreement Component 2, Category (b): Monitoring Well Construction. The well will be constructed by the drilling contractor selected under Subtask 2a.3, with oversight by CONTRACTOR staff or subcontractors. To achieve this CONTRACTOR will:

- Obtain a contract with the driller selected under Subtask 2a.3
- Provide a geologist to describe and log sediments during drilling
- Provide oversight of the drilling contractor to ensure that the well is constructed to the specifications developed under Subtask 2a.3

Deliverables:

- ☐ Documentation of each dual-completion well and shallow, single-completion monitoring well installation
- ☐ Documentation of the addition of monitoring wells into CASGEM
- ☐ Monitoring Well Completion Report

Task 2c – Water Quality Sampling

CONTRACTOR will collect water quality samples from the monitoring and up to five additional wells as land owners permit. The work will satisfy the activities described in Exhibit A of the DWR Agreement Component 2, Category (c): Water Quality Sampling. To achieve this CONTRACTOR will:

- Coordinate with drillers and well owners to operate pumps for sample collection
- Collect samples according to industry standards
- Analyze the samples via a State-certified laboratory for general minerals, Title 22 drinking water metals, boron, hexavalent chromium, arsenic, and other necessary constituents identified in the Monitoring Network Evaluation.

CONTRACTOR will update the existing groundwater monitoring plan with the new CASGEM wells and seek acknowledgment from DWR that the monitoring plan meets the requirements for CASGEM compliance.

Deliverables:

- ☐ Water Quality Results Memorandum

Assumptions:

- Samples will be collected from the new monitoring wells and up to five additional wells if existing well owners are amenable to this sampling.
- Well owners will receive a copy of the laboratory report for their well



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A.2 SCHEDULE

Table 3: Schedule

Task/Subtask	Name	Start Date	End Date	Deliverables
Task 1a	Program Management and Grant Administration	Upon Notice to Proceed	4/30/2022	Monthly GEI invoices submitted to County Draft quarterly progress reports Draft component completion reports Draft project completion report
Task 1b	Communication and Engagement	Upon Notice to Proceed	4/30/2022	Draft and Final C&E Plan Online C&E tracking tool Outreach documentation for submission with the GSP Attendance and presentation at outreach and coordination meetings
Task 1c	GSP Development	Upon Notice to Proceed	4/30/2022	Drafts of each interim deliverable for inclusion in Quarterly Progress Reports Final GSP and proof of submittal to DWR
	<i>Interim Deliverables:</i>			
	1) Administrative Information	Upon Notice to Proceed	5/31/2019	Draft and Final Coordination Agreements Draft Plan Area and Authority Section of the GSP
	2) Hydrogeologic Conceptual Model	3/1/2019	11/30/2019	Draft HCM section of the GSP
	3) Groundwater Conditions	5/1/2019	12/31/2017	Draft Groundwater Conditions section of the GSP
	4) Water Budget	5/1/2019	12/31/2019	Draft Water Budget section of the GSP
	5) Management Areas	12/1/2019	4/30/2020	Draft Management Areas section of the GSP
	6) Sustainable Management Criteria	12/1/2019	6/30/2020	Draft SMC section of the GSP
	7) Monitoring Network	3/1/2019	6/30/2020	Draft Monitoring Network section of the GSP
	8) Monitoring Network Evaluation	3/1/2019	5/31/2019	Data Gaps Assessment and Critical Data Gap Workplan Memorandum Data Collection and Monitoring Evaluation Memorandum
	9) Uplands Geologic Assessment	1/1/2019	6/30/2019	Uplands Geologic Assessment Report
	10) Data Management System	1/1/2019	5/31/2019	Data Management Plan Online DMS populated with existing data with DMS user guide
	11) Projects, Management Actions, and Adaptive Management	12/1/2019	12/31/2020	Draft Projects and Management Actions section of the GSP
	12) GSP Implementation Plan and Report Compilation	12/1/2019	4/30/2022	Final GSP for submittal to GSA governing bodies
Task 2a	MW Planning, Design, Engineering, and Environmental Documentation	Upon Notice to Proceed	9/30/2019	<i>See subtask deliverables below</i>
SubTask 2a.1	CEQA	Upon Notice to Proceed	9/30/2019	CEQA documentation
Subtask 2a.2	Permitting	Upon Notice to Proceed	9/30/2019	Well construction and encroachment permits
Subtask 2a.3	Planning, Design, and Engineering	Upon Notice to Proceed	9/30/2019	Well design plans and specifications Bid Documents
Task 2b	Monitoring Well Construction	3/1/2019	10/31/2019	Documentation of well completion Documentation of the addition of monitoring wells into CASGEM Monitoring Well Completion Report
Task 2c	Water Quality Sampling	7/1/2019	11/30/2019	Water Quality Results Memorandum

END OF ATTACHMENT "A"

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[v.20150602]

AGREEMENT BETWEEN LASSEN COUNTY AND GEI CONSULTANTS, INC

ATTACHMENT B
AGREEMENT BETWEEN LASSEN COUNTY AND
GEI CONSULTANTS, INC

PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 Total CONTRACTOR Price

CONTRACTOR shall be paid up to \$914,443 for completion of all work identified in Attachment A, including all subcontractors

B.2 Payment

CONTRACTOR shall be paid on a time-and-materials basis for tasks specified in Attachment A.

Table 2 below shows the breakdown of costs by task and subtask.

Task/Subtask		Grant Amount	County Staff Costs	Reimbursements for Previous County Costs	GEI Team Costs
Task 1a	Grant Administration	\$ 65,118	\$30,300	\$23,442	\$11,376
Task 1b	Communication and Engagement	\$ 130,853	\$31,000	\$0	\$99,853
Task 1c	GSP Development	\$ 618,959	\$0	\$0	\$618,959
	Subtotal:	\$ 814,930	\$61,300	\$23,442	\$730,188
Task 2a	MW Planning, Design, Engineering, and Environmental Documentation	\$ 11,436			
SubTask 2a.1	CEQA		\$0	\$0	\$2,859
Subtask 2a.2	Permitting		\$0	\$0	\$2,859
Subtask 2a.3	Planning, Design, and Engineering		\$0	\$0	\$5,718
Task 2b	Monitoring Well Construction	\$ 152,251	\$0	\$0	\$152,251
Task 2c	Water Quality Sampling	\$ 20,568	\$0	\$0	\$20,568
	Subtotal:	\$ 184,255	\$0	\$0	\$184,255
	Total:	\$ 999,185	\$61,300	\$23,442	\$914,443



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B.3 Invoice Requirement

B.3.1 Invoices submitted by the CONTRACTOR shall include costs incurred in implementing the Contract during the period identified in the particular invoice; any appropriate receipts and reports for cost incurred; and indicate the CONTRACTOR personnel who have performed work during the invoice period. The cost paid for CONTRACTOR personnel shall be consistent with the rates identified in the Billing Rate Schedule shown in section B.3.3

B.3.2

CONTRACTOR shall cooperate fully and assist COUNTY in the submittal of invoices to DWR for Grant Agreement 4600012669 between DWR and COUNTY. CONTRACTOR is not a party to said Grant Agreement. CONTRACTOR shall be paid promptly for work performed pursuant to this Agreement only when the State of California Department of Water Resources has paid COUNTY for the corresponding work identified in Grant Agreement 4600012669.

B.3.3

The billing rates shall be in accordance with the following Fee Schedule and Payment Terms:

FEE SCHEDULE AND PAYMENT TERMS

GEI Consultants Standard Fee Schedule 2018

FEE SCHEDULE

Hourly Billing Rate

Personnel Category \$ per hour

Staff Professional – Grade 1 \$ 110

Staff Professional – Grade 2 \$ 121

Project Professional – Grade 3 \$ 133

Project Professional – Grade 4 \$ 149

Senior Professional – Grade 5 \$ 176

Senior Professional – Grade 6 \$ 201

Senior Professional – Grade 7 \$ 238

Senior Consultant – Grade 8 \$ 267

Senior Consultant – Grade 9 \$ 330

Senior Principal – Grade 10 \$ 330

Senior CADD Drafter and Designer \$ 133

CADD Drafter / Designer and Senior Technician \$ 121


Field Professional \$ 103

Technician, Word Processor, Administrative Staff \$ 99

Office Aide \$ 77

These rates are billed for both regular and overtime hours in all categories.

Rates will increase up to 5% annually, at GEI's option, for all contracts that extend beyond

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twelve (12) months after the date of the contract. Rates for Deposition and Testimony are increased 1.5 times.

OTHER PROJECT COSTS

Subconsultants, Subcontractors and Other Project Expenses - All costs for subconsultants, subcontractors and other project expenses will be billed at cost plus a 15% service charge. Examples of such expenses ordinarily charged to projects are subcontractors; subconsultants: chemical laboratory charges; rented or leased field and laboratory equipment; outside printing and reproduction; communications and mailing charges; reproduction expenses; shipping costs for samples and equipment; disposal of samples; rental vehicles; fares for travel on public carriers; special fees for insurance certificates, permits, licenses, etc.; fees for restoration of paving or land due to field exploration, etc.; state sales and use taxes and state taxes on GEI fees.

Billing Rates for Specialized Technical Computer Programs – Computer usage for specialized technical programs will be billed at a flat rate of \$10.00 per hour in addition to the labor required to operate the computer.

Field and Laboratory Equipment Billing Rates – GEI-owned field and laboratory equipment such as pumps, sampling equipment, monitoring instrumentation, field density equipment, portable gas chromatographs, etc. will be billed at a daily, weekly, or monthly rate, as needed for the project. Expendable supplies are billed at a unit rate.

Transportation and Subsistence - Automobile expenses for GEI or employee owned cars will be charged at the rate per mile set by the Internal Revenue Service for tax purposes plus tolls and parking charges or at a day rate negotiated for each project. When required for a project, four-wheel drive vehicles owned by GEI or the employees will be billed at a daily rate appropriate for those vehicles. Per diem living costs for personnel on assignment away from their home office will be negotiated for each project.

PAYMENT TERMS

Invoices will be submitted monthly or upon completion of a specified scope of service, as described in the accompanying contract (proposal, project, or agreement document that is signed and dated by GEI and CLIENT).

Payment is due upon receipt of the invoice. Interest will accrue at the rate of 1% of the invoice amount per month, for amounts that remain unpaid more than 30 days after the invoice date. All payments will be made by either check or electronic transfer to the address specified by GEI and will include reference to GEI's invoice number.

END OF ATTACHMENT "B"

**ATTACHMENT C
AGREEMENT BETWEEN LASSEN COUNTY AND
GEI CONSULTANTS, INC
ADDITIONAL PROVISIONS**

None

END OF ATTACHMENT "C"



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ATTACHMENT D

GENERAL PROVISIONS

D.1. INDEPENDENT CONTRACTOR. For all purposes arising out of this Agreement, CONTRACTOR shall be: an independent contractor and CONTRACTOR and each and every employee, agent, servant, partner, and shareholder of CONTRACTOR (collectively referred to as "The Contractor") shall not be, for any purpose of this Agreement, an employee of COUNTY. Furthermore, this Agreement shall not under any circumstance be construed or considered to be a joint powers agreement as described in California Government Code sections 6000, et seq., or otherwise. As an independent contractor, the following shall apply:

D.1.1 CONTRACTOR shall determine the method, details and means of performing the services to be provided by CONTRACTOR as described in this Agreement.

D.1.2 CONTRACTOR shall be responsible to COUNTY only for the requirements and results specified by this Agreement and, except as specifically provided in this Agreement, shall not be subject to COUNTY's control with respect to the physical actions or activities of CONTRACTOR in fulfillment of the requirements of this Agreement.

D.1.3 CONTRACTOR shall be responsible for its own operating costs and expenses, property and income taxes, workers' compensation insurance and any other costs and expenses in connection with performance of services under this Agreement.

D.1.4 CONTRACTOR is not, and shall not be, entitled to receive from or through COUNTY, and COUNTY shall not provide or be obligated to provide the CONTRACTOR with workers' compensation coverage, unemployment insurance coverage or any other type of employee or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of COUNTY.

D.1.5 The CONTRACTOR shall not be entitled to have COUNTY withhold or pay, and COUNTY shall not withhold or pay, on behalf of the CONTRACTOR any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of COUNTY.

D.1.6 The CONTRACTOR shall not be entitled to participate in, or receive any benefit from, or make any claim against any COUNTY fringe benefit program including, but not limited to, COUNTY's pension plan, medical and health care plan, dental plan, life insurance plan, or other type of benefit program, plan or coverage designated for, provided to, or offered to COUNTY's employees.

D.1.7 COUNTY shall not withhold or pay on behalf of CONTRACTOR any federal, state or local tax including, but not limited to, any personal income tax owed by CONTRACTOR.

D.1.8. The CONTRACTOR is, and at all times during the term of this Agreement shall represent and conduct itself as, an independent contractor and not as an employee of COUNTY.

D.1.9 CONTRACTOR shall not have the authority, express or implied, to act on behalf of, bind or obligate the COUNTY any way without the written consent of the COUNTY.

D.2 LICENSES, PERMITS, ETC. CONTRACTOR represents and warrants to COUNTY that it has all



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ATTACHMENT D, Page 19

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licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed.

D.3 CHANGE IN STATUTES OR REGULATIONS. If there is a change of statutes or regulations applicable to the subject matter of this Agreement, both parties agree to be governed by the new provisions, unless either party gives notice to terminate pursuant to the terms of this Agreement.

D.4 TIME. CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

D.5 INSURANCE.

D.5.1 Prior to rendering services provided by the terms and conditions of this Agreement, CONTRACTOR shall acquire and maintain during the term of this Agreement insurance coverage (hereinafter referred to as "the insurance") through and with an insurer acceptable to COUNTY. The insurance shall contain the following coverages:

D.5.1.1 Comprehensive general liability insurance including comprehensive public liability insurance with minimum coverage of One Million Dollars (\$1,000,000) per occurrence and with not less than One Million Dollars (\$1,000,000) aggregate; CONTRACTOR shall insure both COUNTY and CONTRACTOR against any liability arising under or related to this Agreement.

D.5.1.2 During the term of this Agreement, CONTRACTOR shall maintain in full force and effect a policy of professional errors and omissions insurance with policy limits of not less than One Million Dollars (\$1,000,000) per incident and One Million Dollars (\$1,000,000) annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars (\$2,500).

D.5.1.3 Comprehensive automobile liability insurance with minimum coverage of Five Hundred Thousand Dollars (\$500,000) per occurrence and with not less than Five Hundred Thousand Dollars (\$500,000) on reserve in the aggregate, with combined single limit including owned, non-owned and hired vehicles.

D.5.1.4 Workers' Compensation Insurance coverage for all of CONTRACTOR's employees and other persons for whom CONTRACTOR is responsible to provide such insurance coverage, as provided by Division 4 and 4.5 of the California Labor Code.

D.5.2 The limits of insurance herein shall not limit the liability of the CONTRACTOR hereunder.

D.5.3 In respect to any insurance herein, if the aggregate limit available becomes less than that required above, other excess insurance shall be acquired and maintained immediately. For the purpose of any insurance term of this Agreement, "aggregate limit available" is defined as the total policy limits available for all claims made during the policy period.

D.5.4 Except for automobile liability insurance, the insurance shall name the COUNTY and COUNTY's officers, employees, agents and independent contractors as additional insureds and shall



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ATTACHMENT D, Page 20

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include an endorsement that no cancellation or material change adversely affecting any coverage provided by the insurance may be made until twenty (20) days after written notice is delivered to COUNTY.

D.5.5 The insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY at its sole and absolute discretion. The amount of any deductible payable by the insured shall be subject to the prior approval of the COUNTY and the COUNTY, as a condition of its approval, may require such proof of the adequacy of CONTRACTOR's financial resources as it may see fit.

D.5.6 Prior to CONTRACTOR rendering services provided by this Agreement, and immediately upon acquiring additional insurance, CONTRACTOR shall deliver a certificate of insurance describing the insurance coverages and endorsements to:

Maurice L. Anderson, Director
Planning and Building Services Department
707 Nevada Street, Suite 5
Susanville, CA 96130

Upon COUNTY's request, CONTRACTOR shall deliver certified copies of any insurance policies to COUNTY.

D.5.7 CONTRACTOR shall not render services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and CONTRACTOR has delivered the certificate(s) of insurance to COUNTY as previously described. If CONTRACTOR shall fail to procure and maintain said insurance, COUNTY may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by CONTRACTOR to COUNTY upon demand. The policies of insurance provided herein which are to be provided by CONTRACTOR shall be for a period of not less than one year, it being understood and agreed that twenty (20) days prior to the expiration of any policy of insurance, CONTRACTOR will deliver to COUNTY a renewal or new policy to take the place of the policy expiring.

D.5.8 COUNTY shall have the right to request such further coverages and/or endorsements on the insurance as COUNTY deems necessary, at CONTRACTOR's expense. The amounts, insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY in its sole and absolute discretion.

D.5.9 Any subcontractor(s), independent contractor(s) or any type of agent(s) performing or hired to perform any term or condition of this Agreement on behalf of CONTRACTOR, as may be allowed by this Agreement (hereinafter referred to as the "SECONDARY PARTIES"), shall comply with each term and condition of this Section D.5 entitled "INSURANCE". Furthermore, CONTRACTOR shall be responsible for the SECONDARY PARTIES' acts and satisfactory performance of the terms and conditions of this Agreement.

D.6 INDEMNITY.

COUNTY shall not be liable for, and CONTRACTOR shall defend and indemnify COUNTY and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of CONTRACTOR or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent



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ATTACHMENT D, Page 21

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act, error or omission, whether active or passive of County Parties. CONTRACTOR shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

The CONTRACTOR's indemnity requirements are limited to the conditions prescribed in California Civil Code 2782, as amended.

D.7 CONTRACTOR NOT AGENT. Except as COUNTY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.

D.8 ASSIGNMENT PROHIBITED. CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

D.9 PERSONNEL. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.

D.10 STANDARD OF PERFORMANCE. CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession.

D.11 POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the California Revenue and Taxation Code section 107. For all purposes of compliance by COUNTY with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this, if created, and the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

D.12 TAXES. CONTRACTOR hereby grants to the COUNTY the authority to deduct from any payments to CONTRACTOR any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR.

D.13 TERMINATION.

D.13.1.1 COUNTY shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to CONTRACTOR. In the event COUNTY gives notice of termination, CONTRACTOR shall immediately cease rendering service upon receipt of such written notice and the following shall apply: CONTRACTOR shall deliver to COUNTY copies of all writings prepared by it pursuant this agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photocopying, photographing computer storage medium (tapes, disks, diskettes, etc.) and every other means of recording upon any tangible thing, and form of communication or representation, including letters, pictures, sounds, or symbols, or combinations thereof.



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ATTACHMENT D, Page 22

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D.13.1.2 COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed nine hundred and fourteen thousand, four hundred and forty three Dollars (\$914,443). Further provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

D.13.2 CONTRACTOR may terminate its services under this Agreement upon thirty (30) working days written notice to the COUNTY, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY, provided that CONTRACTOR has first provided COUNTY with a written notice of any alleged breach, specifying the nature of the alleged breach and providing not less than ten (10) working days within which the COUNTY may cure the alleged breach.

D.14 OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become and/or remain the property of COUNTY, and CONTRACTOR agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this project.


D.15 WAIVER. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

D.16 COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, express or implied.

D.17 SUPERSEDES PRIOR AGREEMENTS. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

D.18 ATTORNEY'S FEES. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

D.19 MINOR AUDITOR REVISION. In the event the Lassen County Auditor's office finds a mathematical discrepancy between the terms of the Agreement and actual invoices or payments, provided that such discrepancy does not exceed one percent (1%) of the Agreement amount, the Auditor's office may make the adjustment in any payment or payments without requiring an amendment to the Agreement to provide for such adjustment. Should the COUNTY or the CONTRACTOR disagree with such adjustment, they reserve the right to contest such adjustment and/or to request corrective amendment.

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D.20 CAPTIONS. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

D.21 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

D.21.1 Number and Gender. In this Agreement, the neuter gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

D.21.2 Mandatory and Permissive. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

D.22 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

D.23 SUCCESSORS AND ASSIGNS. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

D.24 MODIFICATION. No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

D.25 COUNTERPARTS. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

D.26 OTHER DOCUMENTS. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

D.27 PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

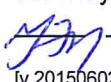
D.28 VENUE. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Lassen, State of California.

D.29 CONTROLLING LAW. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

D.30 CALIFORNIA TORT CLAIMS ACT. Notwithstanding any term or condition of the Agreement, the provisions, and related provisions, of the California Tort Claims Act, Division 3.6 of the Government Code, are not waived by COUNTY and shall apply to any claim against COUNTY arising out of any acts or conduct under the terms and conditions of this Agreement.

D.31 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term herein.

D.32 AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any

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AGREEMENT BETWEEN LASSEN COUNTY AND GEI CONSULTANTS, INC

entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement are in full compliance. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

D.33 CORPORATE AUTHORITY. If CONTRACTOR is a corporation or public agency, each individual executing this Agreement on behalf of said corporation or public agency represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation or Board or Commission of said public agency, and that this Agreement is binding upon said corporation or public entity in accordance with its terms. If CONTRACTOR is a corporation, CONTRACTOR shall, within thirty (30) days after execution of this Agreement, deliver to COUNTY a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Agreement.

D.34 CONFLICT OF INTEREST.

D.34.1 Legal Compliance. CONTRACTOR agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090 and Chapter 7 of Title 9 of said Code, commencing with Section 87100, including regulations promulgated by the California Fair Political Practices Commission.

D.34.2 Advisement. CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of this law, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of the question.

D.34.3 Admonition. Without limitation of the covenants in subparagraphs D.34.1 and D.34.2, CONTRACTOR is admonished hereby as follows:

The statutes, regulations and laws referenced in this provision D.34 include, but are not limited to, a prohibition against any public officer, including CONTRACTOR for this purpose, from making any decision on behalf of COUNTY in which such officer has a direct or indirect financial interest. A violation occurs if the public officer influences or participates in any COUNTY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest of any type, with certain narrow exceptions.

D.35 NONDISCRIMINATION. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in



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AGREEMENT BETWEEN LASSEN COUNTY AND GEI CONSULTANTS, INC

Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulation issued pursuant to said Act CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

D.36 JOINT AND SEVERAL LIABILITY. If any party consists of more than one person or entity, the liability of each person or entity signing this Agreement shall be joint and several.

D.37 TAXPAYER I.D. NUMBER. The COUNTY shall not disburse any payments to CONTRACTOR pursuant to this Agreement until CONTRACTOR supplies the latter's Taxpayer identification Number or Social Security Number by providing COUNTY with a completed IRS Form W-9.

D.38 NOTICES. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY":

Maurice L. Anderson
707 Nevada Street, Suite 5
Susanville, CA 96130

If to "CONTRACTOR":

Michael Cornelius
2868 Prospect Park Drive, Suite 400
Rancho Cordova, CA 95670

END OF ATTACHMENT "D".



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ATTACHMENT E

NO THIRD-PARTY BENEFICIARIES

This Agreement is made solely and specifically among and for the benefit of the parties to it, the COUNTY and the CONTRACTOR, and their respective successors and assigns, subject to the express provision of the agreement relating to successors and assigns, and no other person, has or will have any rights, interest, or claims under this Agreement as a third-party beneficiary or otherwise. This Agreement shall not establish any actionable duty of the County or County personnel inuring to any third party or to anyone claiming under or on behalf of such a third party.

END OF ATTACHMENT "E"



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Contractor Initials _____

GRANT AGREEMENT BETWEEN THE STATE
OF CALIFORNIA AND LASSEN COUNTY

NOT A PART OF THE PROPOSED
AGREEMENT BETWEEN LASSEN COUNTY
AND GEI CONSULTANTS, INC.

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA
(DEPARTMENT OF WATER RESOURCES) AND
LASSEN COUNTY**

AGREEMENT NUMBER 4600012669

2017 PROPOSITION 1 SUSTAINABLE GROUNDWATER PLANNING (SGWP) GRANT

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

- 1) **PURPOSE.** The State shall provide funding from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) to assist the Grantee in financing the planning and/or selected project activities (Project) that will improve sustainable groundwater management, pursuant to Water Code Section 79700 et seq. The provision of State funds pursuant to this Agreement shall not be construed or interpreted to mean that the Groundwater Sustainability Plan (GSP), or any components of the GSP, implemented in accordance with the Work Plan as set forth in Exhibit A, will be: adopted by the applicable Groundwater Sustainability Agency (GSA); obtain the necessary desirable results of Sustainable Management Criteria; or, meet all of the evaluation and assessment criteria when submitted to the Department of Water Resources as required by the Sustainable Groundwater Management Act and implementing regulations.
- 2) **TERM OF GRANT AGREEMENT.** The term of this Grant Agreement begins on the date this Grant Agreement is executed by the State, through final payment plus three (3) years unless otherwise terminated or amended as provided in this Grant Agreement. However, all work shall be completed in accordance with the Schedule as set forth in Exhibit C.
- 3) **GRANT AMOUNT.** The maximum amount payable by the State under this Grant Agreement shall not exceed \$999,185.
- 4) **GRANTEE COST SHARE.** The Grantee is required to provide a Local Cost Share (non-State funds) of not less than 50 percent of the Total Project Cost. The cost share requirement for projects benefiting a Severely Disadvantaged Community (SDAC), Disadvantaged Community (DAC), or an Economically Distressed Areas (EDA) may be waived or reduced. The Grantee agrees to provide a Local Cost Share (non-State funds) for the amount as documented in Exhibit B (Budget). Local Cost Share may include Eligible Project Costs directly related to Exhibit A incurred after January 1, 2015.
- 5) **BASIC CONDITIONS.** The State shall have no obligation to disburse money for a project under this Grant Agreement until the Grantee has satisfied the following conditions (if applicable):
 1. Prior to execution of this Grant Agreement, selected applicants (Groundwater Sustainability Agency) for GSP Development projects must submit evidence of a notification to the public and DWR prior to initiating development of a GSP in compliance with California Code of Regulations, title 23, Section 350 et seq. (GSP Regulations) and Water Code Section 10727.8.
 2. The Grantee must demonstrate compliance with all relevant eligibility criteria as set forth on pages 7 and 8 of the 2015 Grant Program Guidelines for the SGWP Grant Program.
 3. For the term of this Grant Agreement, the Grantee submits timely reports and all other deliverables as required by Paragraph 16, "Submission of Reports" and Exhibit A.
 4. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State:
 - a. Final plans and specifications certified, signed, and stamped by a California Registered Civil Engineer as to compliance for each approved project as listed in Exhibit A of this Grant Agreement.

b. Work that is subject to the California Environmental Quality Act (CEQA) and or environmental permitting shall not proceed under this Grant Agreement until the following actions are performed:

- (1) The Grantee submits to the State all applicable environmental permits as indicated on the Environmental Information Form to the State,
- (2) Documents that satisfy the CEQA process are received by the State,
- (3) The State has completed its CEQA compliance review as a Responsible Agency, and
- (4) The Grantee receives written concurrence from the State of Lead Agency's CEQA document(s) and State notice of verification of environmental permit submittal.

The State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, the State will consider the environmental documents and decide whether to continue to fund the project or to require changes, alterations or other mitigation. The Grantee must also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act by submitting copies of any environmental documents, including environmental impact statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/implementation.

c. A monitoring plan as required by Paragraph 18, "Monitoring Plan Requirements", if applicable for Implementation Components/Project(s).

6) DISBURSEMENT OF FUNDS. The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to the Grantee under this Grant Agreement shall be deposited in a non-interest bearing account and shall be used solely to pay Eligible Project Costs.

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

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

1. Costs, other than those noted above, incurred prior to the award date of this Grant.
2. Costs for preparing and filing a grant application belonging to another solicitation.
3. Operation and maintenance costs, including post construction performance and monitoring costs.
4. Purchase of equipment that is not an integral part of a project.
5. Establishing a reserve fund.
6. Purchase of water supply.
7. Monitoring and assessment costs for efforts required after project construction is complete.
8. Replacement of existing funding sources for ongoing programs.

9. Support of existing agency requirements and mandates (e.g., punitive regulatory agency requirement).
 10. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or land purchased prior to the execution date of this Grant Agreement.
 11. Overhead and indirect costs. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee; non-project-specific accounting and personnel services performed within the Grantee's organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; and, generic overhead or markup. This prohibition applies to the Grantee and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.
- 8) METHOD OF PAYMENT FOR REIMBURSEMENT. After the disbursement requirements in Paragraph 5 "Basic Conditions" are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee via U.S. mail or Express mail delivery of a "wet signature" invoice for costs incurred, including Cost Share, and timely Progress Reports as required by Paragraph 16, "Submission of Reports." Payment will be made no more frequently than monthly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. The State will notify the Grantee, in a timely manner, whenever, upon review of an Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.
- Invoices submitted by the Grantee shall include the following information:
1. Costs incurred for work performed in implementing the project during the period identified in the particular invoice.
 2. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.
 3. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:
 - a. Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - b. Invoices must be itemized based on the categories (i.e., tasks) specified in the Exhibit B. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - c. One set of sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
 - d. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Grant Amount" and those costs that represent the Grantee's costs, as applicable, in Paragraph 4, "Grantee Cost Share."
 - e. Original signature and date (in ink) of the Grantee's Project Representative. Submit the original "wet signature" copy of the invoice form to the address listed in Paragraph 23, "Project Representative."

All invoices submitted shall be accurate and signed under penalty of perjury. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any

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

- 9) ADVANCED PAYMENT. Water Code Section 10551 authorizes advance payment by the State for projects included and implemented in an applicable integrated regional water management plan, and when the project proponent is a nonprofit organization; a DAC; or the project benefits a DAC. If the project is awarded less than \$1,000,000 in grant funds, the project proponent may receive an advanced payment of up to 50% of the grant award; the remaining 50% of the grant award will be reimbursed in arrears. Within ninety (90) calendar days of execution of the Grant Agreement, the Grantee may provide the State an Advanced Payment Request. Advanced Payment Requests received ninety-one (91) calendar days after execution of this Agreement, or later, will not be eligible to receive advance payment. The Advanced Payment Request must contain the following:
1. Documentation demonstrating that each Local Project Sponsor (if different from the Grantee, as listed in Exhibit I) was notified about their eligibility to receive an advanced payment and a response from the Local Project Sponsor stating whether it wishes to receive the advanced payment or not.
 2. If the Local Project Sponsor is requesting the advanced payment, the request must include:
 - a. A funding plan which shows how the advanced funds will be expended within 18 months of this Grant Agreement's execution (i.e., for what, how much, and when).
 - b. A discussion of the Local Project Sponsor's financial capacity to complete the project once the advance funds have been expended, and include an "Audited Financial Statement Summary Form" specific to the DAC.
 3. If a Local Project Sponsor is requesting advanced payment, the Grantee shall also submit a single Advance Payment Form Invoice, containing the request for each qualified project, to the State Project Manager with "wet signature" and date of the Grantee's Project Representative, as indicated in Paragraph 23, "Project Representative." The Grantee shall be responsible for the timely distribution of the advanced funds to the respective Local Project Sponsor(s). Within sixty (60) calendar days of receiving the Advanced Payment Form Invoice and subject to the availability of funds, the State will authorize payment of the advanced funds sought of up to 50% of the grant award for the qualified project(s). The Advanced Payment Form Invoice shall be submitted on forms provided by the State and shall meet the following format requirements:
 - a. Invoice must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - b. Invoice must be itemized based on the categories (i.e., tasks) specified in Exhibit B.
 - c. The State Project Manager will notify the Grantee, in a timely manner, when, upon review of an Advance Payment Form Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). After the distribution requirements in Paragraph 5, "Basic Conditions" are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee via US mail or Express mail delivery of a "wet signature" invoice for costs incurred, including Cost Share, and timely Progress Reports as required by Paragraph 16, "Submission of Reports."

4. On a quarterly basis, the Grantee will submit an Accountability Report to the State that demonstrates how actual expenditures compare with the scheduled budget. The Accountability Report shall include the following information:
 - a. An itemization of how advanced funds have been expended to-date (Expenditure Summary), including documentation that supports the expenditures (e.g., contractor invoices, receipts, personnel hours, etc.). Invoices must be itemized based on the budget categories (i.e., tasks) specified in Exhibit B.
 - b. A funding plan which shows how the remaining advanced funds will be expended.
 - c. Documentation that the funds were placed in a non-interest bearing account, including the dates of deposits and withdrawals from that account.
 - d. The State Project Manager will notify the Grantee, in a timely manner, when, upon review of the Expenditure Summary, the State determines that any portion of the expenditures claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). If costs are not consistent with the tasks in Exhibit B, the State will reject the claim and remove them from the Expenditure Summary.
5. Once the Grantee has expended all advanced funds, then the method of payment will revert to the reimbursement process specified in Paragraph 8, "Method of Payment for Reimbursement," and any remaining requirements of Paragraph 5, "Basic Conditions."
- 10) REPAYMENT OF ADVANCES. The State may demand repayment from the Grantee of all or any portion of the advanced State funding along with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State, and take any other action that it deems necessary to protect its interests for the following conditions:
 1. A project is not being implemented in accordance with the provisions of the Grant Agreement.
 2. The Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction.
 3. Repayment amounts may also include:
 - a. Advance funds which have not been expended within 18 months of the Grant Agreement's execution.
 - b. Actual costs incurred are not consistent with the activities presented in Exhibit A, not supported, or are ineligible.
 - c. At the completion of the project, the funds have not been expended.

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

- 11) WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 13, "Continuing

Eligibility," the portion that has been disbursed shall thereafter be repaid immediately with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State. The State may consider the Grantee's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 12, "Default Provisions." If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

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

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

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

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

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

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

1. An urban water supplier that receives grant funds pursuant to this Grant Agreement must maintain compliance with the Urban Water Management Planning Act (UWMP; Wat. Code, § 10610 et seq.) and Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.) by doing the following:
 - a. Have submitted their 2015 UWMP and had it deemed consistent by DWR. If the 2015 UWMP has not been submitted to DWR funding disbursements to the urban water supplier will cease until the 2015 UWMP is submitted. If the 2015 UWMP is deemed inconsistent by DWR, the urban water supplier will be ineligible to receive funding disbursements until the inconsistencies are addressed and DWR deems the UWMP consistent. For more information, visit the following website:
<https://www.water.ca.gov/Programs/Water-Use-And-Efficiency/Urban-Water-Use-Efficiency/Urban-Water-Management-Plans>.

- b. All urban water suppliers must submit documentation that demonstrates they are meeting the 2015 interim gallons per capita per day (GPCD) target. If not meeting the interim target, the Grantee must submit a schedule, financing plan, and budget for achieving the GPCD target, as required pursuant to Water Code Section 10608.24. Urban water suppliers that did not meet their 2015 interim GPCD target must also submit annual reports that include a schedule, financing plan, and budget for achieving the GPCD target by June 30 of each year.
2. An agricultural water supplier receiving grant funding must:
 - a. Comply with Sustainable Water Use and Demand Reduction requirements outlined in Water Code Section 10608, et seq. Submit to the State a schedule, financing plan, and budget for implementation of the efficient water management practices, required pursuant to Water Code Section 10608.48.
 - b. Have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR. To maintain eligibility and continue funding disbursements, an agricultural water supply must have their 2015 AWMP identified on the State's website. For more information, visit the following website:
<https://www.water.ca.gov/Work-With-Us/Grants-And-Loans/Agriculture-Water-Use-Efficiency>.
3. The Grantee diverting surface water must maintain compliance with diversion reporting requirements as outlined in Part 5.1 of Division 2 of the Water Code.
4. If applicable, the Grantee must demonstrate compliance with the Groundwater Management Act set forth on pages 7 and 8 of the 2015 SGWP Grant Program Guidelines, dated October 2015.
5. Grantees that have been designated as monitoring entities under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program must maintain reporting compliance, as required by Water Code Section 10932 and the CASGEM Program.
- 14) PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS. The Grantee shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project(s). The Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental, procurement, and safety laws, rules, regulations, and ordinances. The Grantee shall provide copies of permits and approvals to the State.
- 15) RELATIONSHIP OF PARTIES. If applicable, the Grantee is solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by the State is solely for the purpose of proper administration of funds by the State and shall not be deemed to relieve or restrict responsibilities of the Grantee under this Grant Agreement.
- 16) SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to the State. All reports shall be submitted to the State's Project Manager, and shall be submitted via Department of Water Resources (DWR) "Grant Review and Tracking System" (GRanTS). If requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F. The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State of a Project Completion Report is a requirement for the release of any funds retained for such project.
 1. Progress Reports: The Grantee shall submit Progress Reports to meet the State's requirement for disbursement of funds. Progress Reports shall be uploaded via GRanTS, and the State's Project Manager notified of upload. Progress Reports shall, in part, provide a brief description of the work

performed, Grantees activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Progress Report should be submitted to the State no later than four (4) months after the execution of the agreement, with future reports then due on successive three-month increments based on the invoicing schedule and this date.

2. Groundwater Sustainability Plan: The Grantee shall submit a Final Groundwater Sustainability Plan (GSP) to DWR by the date as specified per the Sustainable Groundwater Management Act (SGMA). The GSP shall be formatted, drafted, prepared, and completed as required by the GSP Regulations, and in accordance with any other regulations or requirements that are stipulated through SGMA.
 3. Coordination Agreement: The Grantee shall provide the State a copy of the executed Coordination Agreement, and all supporting documentation. This condition is only required in basins where GSAs develop multiple GSPs pursuant to Water Code Section 10727(b)(3). Refer to the GSP Regulations for necessary details and requirements to prepare and submit a Coordination Agreement.
 4. Accountability Report: The Grantee shall prepare and submit to the State an Accountability Report on a quarterly basis if the Grantee received an Advanced Payment, consistent with the provisions in Paragraph 9, "Advanced Payment."
 5. Completion Report: The Grantee shall prepare and submit to the State a separate Completion Report for each project or component included in Exhibit A. The Grantee shall submit a Completion Report within ninety (90) calendar days of project/component completion. Each Completion Report shall include, in part, a description of actual work done, any changes or amendments to each project, and a final schedule showing actual progress versus planned progress, copies of any final documents or reports generated or utilized during a project. The Completion Report shall also include, if applicable for Implementation Project(s), certification of final project by a registered civil engineer, consistent with Exhibit D. A "Certification of Project Completion" form will be provided by the State.
 6. Grant Completion Report: Upon completion of the Project included in Exhibit A, the Grantee shall submit to the State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Completion Report for the final component or project to be completed under this Grant Agreement. The Grant Completion Report shall include reimbursement status, a brief description of each component completed, and how those components will further the goals of the GSP and sustainable groundwater. Retention for the last component, or project, to be completed as part of this Grant Agreement will not be disbursed until the Grant Completion Report is submitted to be approved by the State.
 7. Post-Performance Reports: The Grantee shall prepare and submit to the State Post-Performance Reports on each applicable implementation type Project(s). Post-Performance Reports shall be submitted to the State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of three (3) years after the project begins operation.
- 17) OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects (pertinent to Implementation Projects) and in consideration of the funding made by the State, the Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. The Grantee or their successors may, with the written approval of the State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and

"maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal by the Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of the State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 12, "Default Provisions."

- 18) MONITORING PLAN REQUIREMENTS. Pertinent to Implementation Projects or Components, a Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. The Monitoring Plan should incorporate items defined and listed in Exhibit K.
- 19) STATEWIDE MONITORING REQUIREMENTS. The Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Wat. Code, § 10780 et seq.) and, where applicable, projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board. See Exhibit G for web links and information regarding other State monitoring and data reporting requirements.
- 20) NOTIFICATION OF STATE. The Grantee shall promptly notify the State, in writing, of the following items:
 1. Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
 2. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by the State's representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.
 3. Applicable to Implementation Projects only, Final inspection of the completed work on a project by a Registered Professional (Civil Engineer, Engineering Geologist, or other State approved certified/license Professional), in accordance with Exhibit D. The Grantee shall notify the State's Project Manager of the inspection date at least 14 calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.
- 21) NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:
 1. By delivery in person.
 2. By certified U.S. mail, return receipt requested, postage prepaid.
 3. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
 4. By electronic means.
 5. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U.S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the addresses listed below. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.
- 22) PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, the Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.

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

Department of Water Resources

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

Direct all inquiries to the Project Manager:

Department of Water Resources

Erin Smith
2440 Main Street
Red Bluff, CA 96080
Phone: (530) 529-7314
Email: Erin.Smith@water.ca.gov

Lassen County

Maurice L. Anderson
Director, Lassen Planning and Building Services
707 Nevada Street, Suite 5
Susanville, CA 96130
Phone: (530) 251-8269
Email: MAnderson@co.lassen.ca.us

Gaylon F. Norwood

Lassen County
707 Nevada Street, Suite 5
Susanville, CA 96130
Phone: (530) 251-8269
Email: GNorwood@co.lassen.ca.us

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

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

Exhibit A – Work Plan

Exhibit B – Budget

Exhibit C – Schedule

Exhibit D – Standard Conditions

Exhibit E – Authorizing Resolution Accepting Funds

Exhibit F – Report Formats and Requirements

Exhibit G – Requirements for Data Submittal

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

Exhibit I – Local Project Sponsors (Not Used)


Exhibit J – Project Location

Exhibit K – Monitoring Plan

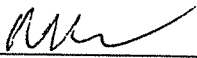
IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

Lassen County



Arthur Hinojosa
Chief, Division of Integrated Regional Water
Management




Richard Egan
County Administrative Officer

Date 11/9/18

Date 10-30-18

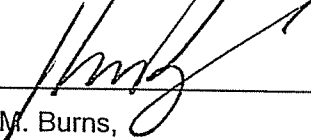
Approved as to Legal Form and Sufficiency



Robin Brewer, Assistant Chief Counsel
Office of Chief Counsel

Date 11-7-18

Approved as to Legal Form and Sufficiency



Robert M. Burns,
Lassen County Counsel

Date 10-30-18

EXHIBIT A WORK PLAN

Project Title: Big Valley Basin Groundwater Sustainability Plan

Project Description: The Grantee will conduct activities associated with planning, development, and preparation of a GSP for the Big Valley Groundwater Basin (BVGB). The Grantee will install a minimum of three monitoring wells, one dual completion, and two single completion. The GSP will result in a more complete understanding of the BVGB to support long-term sustainable groundwater management.

Component 1: Big Valley Basin Groundwater Sustainability Plan

Category (a): Grant Administration

The Grantee will manage this Agreement to ensure compliance with the terms and conditions of the Agreement and other requirements, development, preparation, and submission of supporting grant documents. Prepare reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Progress Reports will include sufficient information for DWR Program Manager to understand and review backup documentation submitted with invoices. Submit reports to DWR.

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

Submit draft invoices to the DWR Project Manager for review and to receive reimbursement on eligible funds per the grant agreement. Collect and organize backup documentation by task, prepare a summary excel document detailing contents of the backup documentation organized by task (to match tasks in the grant agreement budget), track budget, and verify math prior to submitting each draft invoice. Respond to the Project Manager's comments on draft invoice in a timely manner. Submit draft and final invoices.

Deliverables:

- Executed Grant Agreement and Amendment(s) if necessary
- Environmental Information Form (EIF)
- Quarterly invoices and backup and summary documentation
- Quarterly Progress Reports
- Draft and final Component Completion Report
- Draft and final Grant Completion Report

Category (b): Communication and Engagement

Task 1: Stakeholder Engagement and Coordination with Neighboring Basins

Communicate, outreach, and engage with interested parties and beneficial users of groundwater within the BVGB.

Develop Communications and Engagement Plan that includes description of beneficial uses and users, list of interested parties, proposed list of public meetings, methods to notify and communicate with interested parties, and outline of GSP development decision-making processes. Designate a single point of contact for each GSA. Engage facilitator(s), if needed. GSAs may establish local GSP Advisory Committee. Conduct public meetings as needed to release GSP components.

Develop a website to communicate GSP information. Conduct public meetings and GSP Planning workshops for input to GSP content, decision-making processes, to receive and respond to comments, and to encourage active involvement and education of stakeholders.

Compile and publish meeting summary reports on the website. Coordinate stakeholder engagement activities with Modoc County GSA. Coordinate with Modoc County GSA for GSP development.

Deliverables:

- Communications and Engagement Plan
- Outreach documentation and meeting summaries included as attachments in the associated Quarterly Progress Reports

Category (c): GSP Development

Prepare a draft and final GSP that meets SGMA regulations and DWR requirements and builds off of the information obtained from the activities listed below. Include summaries of activities associated with the GSP development within the Quarterly Progress Reports. The activities for the GSP development and the sections the GSP will include, but may not be limited to, are described below.

1. Administrative Information

Prepare draft Plan Area and Authority section for GSP. Document the GSA organization and legal authority to prepare a GSP, describe the GSP area, and review and evaluate existing management and general plans and their interactions with the GSP. Describe applicable land use elements. Develop a draft Coordination Agreement between the two GSAs.

2. Hydrogeologic Conceptual Model

Develop a Hydrogeologic Conceptual Model (HCM) to analyze groundwater conditions for an improved understanding of current groundwater conditions to support sustainable groundwater management.

3. Groundwater Conditions

Describe current and historical groundwater conditions in the BVGB. Use information assembled in the Data Management System (DMS) to document current and historical conditions for each sustainability indicator appropriate to the BVGB including groundwater levels, groundwater storage, groundwater quality, land subsidence, and interconnected surface water.

4. Water Budget

Describe surface water supplies, historic and current water budgets, and develop a forecasted water budget. Identify hydrologic base period, perform evapotranspiration analysis. Develop at least 10 years of historical water budgets, current year water budget, 50-Year water budget forecast. Estimate total surface water entering and existing the basin, inflow to groundwater systems by source type, outflow from groundwater systems by source type, change in groundwater storage, sustainable yield. The projected water budget will estimate future baseline conditions of supply, demand and aquifer response to GSP implementation, as well as to identify uncertainties of budget components.

5. Management Areas

Management areas could be necessary to achieve the sustainability goals, and potential areas will be documented in a written analysis. The potential management areas evaluation will be based other tasks and on areas with similar physical characteristics and management concerns such as land use, water use, surface water availability and hydrology, hydrogeology and hydrogeologic barriers to flow, and water quality. Management areas may define different minimum thresholds and operate to different measurable objectives than the basin at large.

6. Sustainable Management Criteria

Prepare draft GSP Sustainable Management Criteria section. Develop a sustainability goal, describe undesirable results, evaluate the potential present-day occurrence of undesirable results, and evaluate the effects of BVGB undesirable results on beneficial uses. Use stakeholder input to help guide development of the undesirable results and sustainability goal for the BVGB. Development of sustainable management criteria will be iterative. Prepare the draft GSP Minimum Thresholds and Measurable Objectives sections. Define sustainability thresholds, justify representative thresholds used, and establish the minimum thresholds, measurable objectives, interim milestones, and the margin of operational flexibility for each of the five relevant undesirable results in the BVGB.

7. Monitoring Network

Prepare draft GSP Monitoring Network section, including a description of representative monitoring, management areas, and rationale; sustainability indicator monitoring networks; and a monitoring plan. Build upon the Hydrogeologic Data Assessment. Develop a BVGB monitoring plan and establish the final monitoring to evaluate each sustainability indicator. Describe data gaps, justify representative monitoring in the monitoring network, and set the monitoring networks for the five relevant undesirable results.

8. Monitoring Network Evaluation

Compile available data, perform initial analysis and prepare data gaps assessment. Evaluate existing data collection and monitoring efforts and programs. Develop a data collection and monitoring program. Develop monitoring network improvement plan. Develop representative monitoring sites.

9. Uplands Geologic Assessment

Perform uplands geologic assessment including field exploration of the geology surrounding BVGB by a qualified geologist, to include maps of upland volcanic deposits, and descriptions of the volcanic rock mineralogy and texture for minimum 30 samples including chemical analysis for approximately 20 rock samples.

10. Data Management System

Develop Data Management Plan. Develop a relational database DMS to house data critical to SGMA implementation and compatible with State database structures. DMS will be interactive, with web-based mapping interface for authorized users to view data spatially. DMS will allow data entry, upload, download, and reporting. DMS will require secure login and levels of access depending on user type.

11. Projects, Management Actions and Adaptive Management

Prepare draft GSP Projects and Management Actions section. Determine, evaluate and describe projects and management actions to achieve the sustainability goals. Describe measurable objectives, groundwater extractions and recharge management, overdraft mitigation and estimated costs and plans to meet those costs. Project implementation and management actions require public noticing, must follow the permitting process, include a time-table for initiation and completion, discuss expected benefits and evaluation, procedures, and required legal authority.

Deliverables:

- Summaries of Plan activities included as attachments in the associated Quarterly Progress Report
- Final GSP and proof of submittal to DWR

Component 2: Monitoring Well Installation

Category (a): Planning, Design, Engineering and Environmental Documentation

Task 1: CEQA

Prepare CEQA documentation as required, and file the documents with the State Clearinghouse and County Clerk. Submit the CEQA document(s) to the DWR Project Manager for review and obtain CEQA concurrence from the State prior to beginning implementation activities as set forth in Paragraph D.7.

Deliverables:

- CEQA Documentation
- Copy of filings with State Clearinghouse and County Clerk

Task 2: Permitting

Obtain well construction permits from Lassen County prior to construction of the wells and as stated in Paragraph 14. Obtain encroachment permits if needed (the wells will be constructed on Lassen County road easements or property owned by Lassen County).

Deliverables:

- List of all permits required
- Copy of each approved permit

Task 3: Planning, Design, and Engineering

Develop plans and specifications to construct and develop two proposed monitoring wells (see Category (b)) in accordance with California Well Standards Bulletin 74-90 and 74-81, and County well ordinances (see Exhibit J for general location of proposed monitoring wells). Assemble bid documents and release for competitive bid. The lowest qualified bidder with confirmed references will be selected for the work.

Deliverables:

- All design documents. Final plans and specifications certified, signed, and stamped by a California Registered Civil Engineer or Professional Geologist as to compliance for each approved project prior to the commencement of construction or implementation activities.
- Copy of bid documents

Category (b): Monitoring Well Construction

At a minimum, install two shallow monitoring wells and one dual completion monitoring well in accordance with California Well Standards Bulletin 74-90 and 74-81, and County well ordinances.

Deliverables:

- Documentation of each dual-completion well and shallow, single-completion monitoring well installation.
- Documentation of the addition of monitoring wells into CASGEM
- Monitoring Well Completion Reports

Category (c): Water Quality Sampling

Collect water quality samples from the monitoring wells and approximately five additional wells as land owners permit. All samples will be collected according to industry standards and analyzed for general minerals, Title 22 drinking water metals, boron, hexavalent chromium, arsenic, and other necessary constituents identified in the Monitoring Network Evaluation.

Deliverables:

- Water Quality Results Memorandum

EXHIBIT B
BUDGET

Agreement Total Project Budget Summary						
Project Title: Big Valley Basin Groundwater Sustainability Plan						
COMPONENTS		Grant Amount	Required Cost Share (non-state source)*	Other Cost Share**	Total Cost	Percent Cost Share
1	Big Valley Basin Groundwater Sustainability Plan	\$814,930	\$0	\$46,356	\$861,286	5.4%
2	Monitoring Well Installation	\$184,255	\$0	\$0	\$184,255	0%
TOTAL Project		\$999,185	\$0	\$46,356	\$1,045,541	4.4%

NOTES:

*Grantee received a 100% EDA cost share waiver.

** Other Cost Share will be provided by Lassen County and is expected to include consultant costs, direct project costs, and a portion of consultant costs.

Component 1 – Budget					
Component 1: Big Valley Basin Groundwater Sustainability Plan					
Budget Category		Grant Amount	Required Cost Share (non-state source)*	Other Cost Share**	Total Cost
(a)	Grant Administration	\$65,118	\$0	\$0	\$65,118
(b)	Communication and Engagement	\$130,853	\$0	\$9,946	\$130,853
(c)	GSP Development	\$618,959	\$0	\$36,410	\$618,959
TOTAL COSTS		\$814,930	\$0	\$46,356	\$861,286

NOTES:

* Grantee received a 100% EDA cost share waiver.

** Other Cost Share will be provided by Lassen County and is expected to include consultant costs, direct project costs, and a portion of consultant costs.

Component 2 – Budget					
Component 2: Monitoring Well Installation					
Budget Category		Grant Amount	Required Cost Share (non-state source)*	Other Cost Share**	Total Cost
(a)	Planning, Design, Engineering and Environmental Documentation	\$11,436	\$0	\$0	\$11,436
(b)	Monitoring Well Construction	\$152,251	\$0	\$0	\$152,251
(c)	Water Quality Sampling	\$20,568	\$0	\$0	\$20,568
TOTAL COSTS		\$184,255	\$0	\$0	\$184,255

NOTES:

*Grantee received a 100% EDA cost share waiver.

** Other Cost Share will be provided by Lassen County and is expected to include consultant costs, direct project costs, and a portion of consultant costs.

EXHIBIT C SCHEDULE

Project Schedule			
Project Title: Big Valley Basin Groundwater Sustainability Plan			
Categories		Start Date	End Date
Component 1: Big Valley Basin Groundwater Sustainability Plan		07/01/2017	04/30/2022
(a)	Grant Administration	07/01/2017	04/30/2022
(b)	Communication and Engagement	07/01/2017	04/30/2022
(b)	GSP Development	07/01/2017	04/30/2022
Component 2: Monitoring Well Installation		08/01/18	12/01/2020
(a)	Planning, Design, Engineering and Environmental Documentation	08/01/18	12/01/2020
(b)	Monitoring Well Installation	08/01/18	12/01/2020
(c)	Water Quality Sampling	08/01/18	12/01/2020

EXHIBIT D
STANDARD CONDITIONS

D.1) ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:

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

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

D.3) AMENDMENT: This Grant Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. The State shall have no obligation to agree to an amendment.

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

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

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

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

- D.6) BUDGET CONTINGENCY: If the Budget Act of the current year covered under this Grant Agreement does not appropriate sufficient funds for this program, this Grant Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the State to make any payments under this Grant Agreement. In this event, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement and the Grantee shall not be obligated to perform any provisions of this Grant Agreement. Nothing in this Grant Agreement shall be construed to provide the Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Grant Agreement with no liability occurring to the State, or offer a Grant Agreement amendment to the Grantee to reflect the reduced amount.
- D.7) CEQA: Activities funded under this Grant Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Grant Agreement shall not proceed until documents that satisfy the CEQA process are received by the State's Project Manager and the State has completed its CEQA compliance. Work funded under the Grant Agreement subject to a CEQA document shall not proceed until and unless approved by the State Project Manager. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once the State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 12.
- D.8) CHILD SUPPORT COMPLIANCE ACT: The Grantee acknowledges in accordance with Public Contract Code Section 7110, that:
- a) The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code Section 5200 et seq.; and
 - b) The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.9) CLAIMS DISPUTE: Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. The State and the Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
- D.10) COMPETITIVE BIDDING AND PROCUREMENTS: The Grantee shall comply with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations in the Grantee's contracts with other entities for acquisition of goods and services and construction of public works with funds provided by the State under this Grant Agreement.
- D.11) COMPUTER SOFTWARE: The Grantee certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

- D.12) CONFLICT OF INTEREST: All participants are subject to state and federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code Section 1090 and Public Contract Code Sections 10410 and 10411, for State conflict of interest requirements.
- a) Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
 - b) Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
 - c) Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
 - d) Employees and Consultants to the Grantee: Individuals working on behalf of the Grantee may be required by DWR to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.13) DELIVERY OF INFORMATION, REPORTS, AND DATA: The Grantee agrees to expeditiously provide throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by the State.
- D.14) DISPOSITION OF EQUIPMENT: The Grantee shall provide to the State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by the State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory the State shall provide the Grantee with a list of the items on the inventory that the State will take title to. All other items shall become the property of the Grantee. The State shall arrange for delivery from the Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by the State.
- D.15) DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance: By signing this Grant Agreement, the Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:
- a) Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code Section 8355.
 - b) Establish a Drug-Free Awareness Program, as required by Government Code Section 8355 to inform employees, contractors, or subcontractors about all of the following:

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

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

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

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

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

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

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

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

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

- D.27) NONDISCRIMINATION: During the performance of this Grant Agreement, the Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medial and family care leave or pregnancy disability leave. The Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing the California Fair Employment and Housing Act are incorporated into this Agreement by reference. The Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

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

- D.28) OPINIONS AND DETERMINATIONS: Where the terms of this Grant Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.29) PRIORITY HIRING CONSIDERATIONS: If this Grant Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Public Contract Code Section 10353.
- D.30) PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION: The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with the Grantee's service of water, without prior permission of the State. The Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of the Grantee to meet its obligations under this Grant Agreement, without prior written permission of the State. The State may require that the proceeds from the disposition of any real or personal property be remitted to the State.
- D.31) REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Grant Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.32) RETENTION: The State shall withhold ten percent (10%) of the funds requested by the Grantee for reimbursement of Eligible Project Costs until the Project is completed and Final Project Completion Report is approved. Any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest, upon completion of the Project.
- D.33) RIGHTS IN DATA: The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov.

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

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

- D.43) TRAVEL – NON-DAC, EDA, or SDAC PROJECT/COMPONENT: The Grantee agrees that travel and per diem costs shall NOT be eligible for reimbursement with State funds, unless the Grantee's service area is considered a DAC, EDA, or SDAC. The Grantee also agrees that travel and per diem costs shall NOT be eligible for computing Grantee Local Cost Share. Travel includes the costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Grant Agreement.
- D.44) UNION ORGANIZING: The Grantee, by signing this Grant Agreement, hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this Grant Agreement. Furthermore, the Grantee, by signing this Grant Agreement, hereby certifies that:
- a) No State funds disbursed by this Grant Agreement will be used to assist, promote, or deter union organizing.
 - b) The Grantee shall account for State funds disbursed for a specific expenditure by this Grant Agreement to show those funds were allocated to that expenditure.
 - c) The Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
 - d) If the Grantee makes expenditures to assist, promote, or deter union organizing, the Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that the Grantee shall provide those records to the Attorney General upon request.
- D.45) VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.46) WAIVER OF RIGHTS: None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

EXHIBIT E
AUTHORIZING RESOLUTION ACCEPTING FUNDS

RESOLUTION NO. 17-062

RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF LASSEN, STATE OF CALIFORNIA, AUTHORIZING SUBMITTAL OF A GRANT APPLICATION TO THE DEPARTMENT OF WATER RESOURCES TO PROVIDE FUNDING FOR THE PREPARATION OF A GROUNDWATER SUSTAINABILITY PLAN FOR THE BIG VALLEY GROUNDWATER BASIN AND TO AUTHORIZE THE COUNTY ADMINISTRATIVE OFFICER TO ENTER INTO A GRANT AGREEMENT IF FUNDED

WHEREAS, the Sustainable Groundwater Management Act (SGMA) of 2014 went into effect on January 1, 2015; and

WHEREAS, on March 14, 2017, the Lassen County Board of Supervisors adopted Resolution Number 17-013, electing to be the Groundwater Sustainability Agency (GSA) for the portion of the Big Valley Groundwater Basin located within Lassen County; and

WHEREAS, on February 28, 2017, the Modoc County Board of Supervisors adopted Resolution Number 2017-09, electing to be the Groundwater Sustainability Agency (GSA) for the portion of the Big Valley Groundwater Basin located within Modoc County; and

WHEREAS, the Big Valley Groundwater Basin (Basin Number 5-004) has been designated by the Department of Water Resources as a "medium" priority basin pursuant to the SGMA; and

WHEREAS, the SGMA requires that a Groundwater Sustainability Plan (GSP) be prepared and adopted for all medium and high priority basins in California by January 31, 2022; and

WHEREAS, it is the intent of the Board of Supervisors, as the GSA for the Big Valley Groundwater Basin, to comply with the requirements of the SGMA; and

WHEREAS, it is the intent of the Board of Supervisors to obtain funding for GSP development and to coordinate with Modoc County to create a single GSP that encompasses the entire Big Valley Groundwater Basin.

NOW, THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The foregoing recitals are true and correct.
2. An application shall be made to the California Department of Water Resources to obtain a grant under the 2017 Sustainable Groundwater Planning Grant Program pursuant to the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) (Water Code Section 79700 et seq.), and to enter into an agreement to receive a grant for the Big Valley Groundwater Sustainability Plan. The Director of the Planning and Building Services Department, Maurice L. Anderson, or designee is hereby authorized

Resolution No. 17-062, Page 2

and directed to prepare the necessary data, conduct investigations, and file such application.

3. If the above grant is funded, the County Administrative Officer, Richard Egan, or designee is hereby authorized to execute a grant agreement with the California Department of Water Resources for preparation of the Big Valley Groundwater Sustainability Plan.

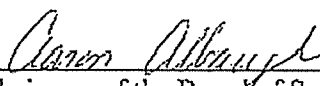
The foregoing resolution was adopted at a regular meeting of the Lassen County Board of Supervisors of the County of Lassen, State of California, held on the 10th day of October, 2017 by the following vote:

AYES: Supervisors Albaugh, Gallagher, Teeter and Hammond.

NOES: Supervisor Hemphill.

ABSTAIN: None.

ABSENT: None.



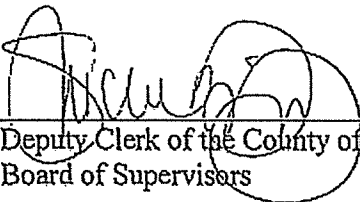
Chairman of the Board of Supervisors
County of Lassen, State of California

ATTEST:
JULIE BUSTAMANTE, Clerk of the Board

BY 

MICHELE J. YDERRAGA, Deputy Clerk of the Board

I, MICHELE J. YDERRAGA, Deputy Clerk of the Board of the Board of Supervisors, County of Lassen, do hereby certify that the foregoing resolution was adopted by the said Board of Supervisors at a regular meeting thereof held on the 10th day of October, 2017.



Deputy Clerk of the County of Lassen
Board of Supervisors

EXHIBIT F

REPORT FORMATS AND REQUIREMENTS

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

PROGRESS REPORTS

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

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

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

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

COMPLETION REPORT

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

Executive Summary

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

- Brief description of work proposed to be done in the original Grant application.
- Description of actual work completed and any deviations from Exhibit A. List any official amendments to this Grant Agreement, with a short description of the amendment.

Reports and/or Products

The following items should be provided, unless already submitted as a deliverable:

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

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

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

Cost & Disposition of Funds

A list showing:

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

Additional Information

- Benefits derived from the Component, with quantification of such benefits provided, applicable for Implementation Components.
- A final project schedule showing actual progress versus planned progress as shown in Exhibit C.
- Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate) that the project was conducted in accordance with the approved work plan and any approved modifications thereto.
- Submittal schedule for the Post Performance Report.

GRANT COMPLETION REPORT

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

Executive Summary

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

Reports and/or products

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

Cost & Disposition of Funds Information

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

Additional Information

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

POST-PERFORMANCE REPORT

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

Reports and/or products

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

EXHIBIT G

REQUIREMENTS FOR DATA SUBMITTAL

Surface and Groundwater Quality Data:

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

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

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

Groundwater Level Data

The Grantee shall submit to DWR groundwater level data collected as part of this grant. Water level data must be submitted using the California Statewide Groundwater Elevation Monitoring (CASGEM) online data submission system. The Grantee should use their official CASGEM Monitoring Entity or Cooperating Agency status to gain access to the online submittal tool and submit data. If the data is from wells that are not part of the monitoring network, the water level measurements should be classified as voluntary measurements in the CASGEM system. If the Grantee is not a Monitoring Entity or Cooperating Agency, please contact your DWR grant project manager for further assistance with data submittal. The activity of data submittal should be documented in appropriate progress or final project reports, as described in Exhibit F. Information regarding the CASGEM program can be found at: <http://www.water.ca.gov/Programs/Groundwater-Management/Groundwater-Elevation-Monitoring--CASGEM>

EXHIBIT H

STATE AUDIT DOCUMENT REQUIREMENTS AND COST SHARE GUIDELINES FOR GRANTEES

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

State Audit Document Requirements

Internal Controls

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

State Funding:

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

Contracts:

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

Invoices:

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

Cash Documents:

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

Accounting Records:

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

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

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

Project Files:

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

Cost Share Guidelines

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

1. Although tracked separately, in-kind services shall be documented and, to the extent feasible, supported by the same methods used by the Grantee for its own employees. Such documentation should include the following:
 - a. Detailed description of the contributed item(s) or service(s)
 - b. Purpose for which the contribution was made (tied to project work plan)
 - c. Name of contributing organization and date of contribution
 - d. Real or approximate value of contribution. Who valued the contribution and how was the value determined? (e.g., actual, appraisal, fair market value, etc.). Justification of rate. (See item #2, below)
 - e. Person's name and the function of the contributing person
 - f. Number of hours contributed
 - g. If multiple sources exist, these should be summarized on a table with summed charges
 - h. Source of contribution if it was provided by, obtained with, or supported by government funds
2. Rates for volunteer or in-kind services shall be consistent with those paid for similar work in the Grantee's organization. For example, volunteer service of clearing vegetation performed by an attorney shall be valued at a fair market value for this service, not the rate for professional legal services. In those instances in which the required skills are not found in the recipient organization, rates shall be consistent with those paid for similar work in the labor market. Paid fringe benefits that are reasonable, allowable and allocable may be included in the valuation.
3. Cost Share contribution (including in kind services) shall be for costs and services directly attributed to activities included in the Grant Agreement. These services, furnished by professional and technical

- personnel, consultants, and other skilled and unskilled labor may be counted as in-kind if the activities are an integral and necessary part of the project funded by the Grant Agreement.
4. Cash contributions made to a project shall be documented as revenue and in-kind services as expenditure. These costs should be tracked separately in the Grantee's accounting system.

EXHIBIT I
LOCAL PROJECT SPONSORS (NOT USED)

EXHIBIT K

MONITORING PLAN

Introduction

- Goals and objectives of project
- Site location and history
- Improvements implemented

Monitoring Plan

- Monitoring Metrics (e.g., Plant establishment, bank erosion, hydraulic characteristics, habitat expansion)
- Maintenance Metrics (e.g., irrigation, pest management, weed abatement, continuous invasive species removal until natives established)
- Special Environmental Considerations (e.g., resource agency requirements, permit requirements, CEQA/NEPA mitigation measures)
- Performance Measures, or success/failure criteria monitoring results measured against (e.g., percent canopy cover after 1, 5, 10 years, water temperature decrease, site specific sediment scour or retention)
- Method of Reporting (e.g., paper reports, online databases, public meetings)
- Frequency of Duration Monitoring and Reporting (daily, weekly, monthly, yearly)
- Frequency and Duration of Maintenance Activities
- Responsible Party (i.e., who is who is responsible for monitoring and maintenance)
- Implementing responsibility (i.e., conducting monitoring and/or maintenance)
- Adaptive Management Strategies (i.e., what happens when routine monitoring or maintenance encounters a problem)