

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES AND
ASSOCIATION OF BAY AREA GOVERNMENTS
AGREEMENT NUMBER 4600013248**

**PROPOSITION 1 INTEGRATED REGIONAL WATER MANAGEMENT (IRWM)
DISADVANTAGED COMMUNITY INVOLVEMENT 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 Association of Bay Area Governments, a public agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee."

RECITALS

- A. On October 16, 2017, DWR entered into Agreement No. 4600011979 (the "2017 Agreement") awarding to the Environmental Justice Coalition for Water ("EJCW") a grant for \$6,500,000 to support the 2016 IRWM Disadvantaged Community Involvement Program ("DACI Program").
- B. DWR terminated the 2017 Agreement effective June 7, 2019.
- C. In light of the termination of the 2017 Agreement, the San Francisco Bay Area IRWM Coordinating Committee requested that Grantee submit a proposal to DWR to take over management of the DACI Program, and the Coordinating Committee thereafter submitted a letter to DWR in support of this request dated May 20, 2019.
- D. DWR accepted Grantee's proposal, dated June 17, 2019, and provided a commitment letter to Grantee dated July 02, 2019.

In view of the foregoing recitals, the 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 activities that are included in and implemented in an adopted IRWM Plan, pursuant to Chapter 7 Regional Water Security, Climate and Drought Preparedness (Water Code § 79740 et seq.). The provision of State funds pursuant to this Agreement shall be construed or interpreted to mean that the IRWM Plan, or any components of the IRWM Plan, implemented in accordance with the Work Plan as set forth in Exhibit A, has been adopted through the IRWM Plan Review Process, and is/are consistent with Water Code section 10530 et seq.
- 2) **TERM OF GRANT AGREEMENT.** The term of this Grant Agreement begins on the date this Grant Agreement is executed by the State, through final payment plus three (3) years unless otherwise terminated or amended as provided in this Grant Agreement. However, all work shall be completed by December 31, 2020, and no funds may be requested after March 31, 2021.
- 3) **GRANT AMOUNT.** The maximum amount payable by the State under this Grant Agreement shall not exceed \$3,020,000.00.
- 4) **BASIC CONDITIONS.** The State shall have no obligation to disburse money under this Grant Agreement until the Grantee has satisfied the following conditions (if applicable):
 - A. The Grantee demonstrates the availability of sufficient funds to complete the Project, as stated in the July 02, 2019 Commitment Letter, by submitting the most recent three (3) years of audited financial statements.
 - B. The Grantee demonstrates compliance with the groundwater compliance options set forth on page 10 of the *2019 IRWM Implementation Grant Program Guidelines* (2019 Guidelines).
 - C. For the term of this Grant Agreement, the Grantee submits timely reports and all other deliverables as required by Paragraph 11, "Submission of Reports" and Exhibit A.
 - D. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State:

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

The State's concurrence of 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. Proceeding with work subject to CEQA prior to the State's concurrence shall constitute a material breach of this Agreement. The Grantee must also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including environmental impact statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/implementation.

- 5) **DISBURSEMENT OF FUNDS.** The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to the Grantee under this Grant Agreement shall be deposited in a non-interest bearing account and shall be used solely to pay Eligible Project Costs.
- 6) **ELIGIBLE PROJECT COST.** The Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B. Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition, legal fees, preparation of environmental documentation, environmental mitigations, monitoring, construction, and any other task set forth in Exhibit A. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Eligible costs incurred on or after April 25, 2019 but prior to the execution of this Agreement shall be eligible for reimbursement, following approval by the DWR Project Manager.

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

- A. Costs incurred prior to April 25, 2019.
- B. Operation and maintenance costs, including post construction performance and monitoring costs.
- C. Purchase of equipment that is not an integral part of the Project.
- D. Establishing a reserve fund.
- E. Purchase of water supply.
- F. Replacement of existing funding sources for ongoing programs.
- G. Support of existing agency requirements and mandates (e.g., punitive regulatory agency requirement).

- H. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of the Project, as set forth and detailed by engineering and feasibility studies, or acquisition of land by eminent domain.
 - I. 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 completed pursuant to this Agreement.
 - J. Mitigation for environmental impacts not resulting from implementation of the Project funded by this program.
- 7) METHOD OF PAYMENT. After the disbursement requirements in Paragraph 4, "Basic Conditions" are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee via US mail or Express mail delivery of an invoice with "wet signature" or an electronic invoice certified and transmitted via DocuSign, for costs incurred, including Local Cost Share; and timely Progress Reports as required by Paragraph 11, "Submission of Reports." Payment will be made no more frequently than monthly, in arrears, and processing of the payment will begin upon receipt and approval 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:
- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.
 - B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for the Project during the period identified in the particular invoice for the implementation of the Project.
 - C. Invoices shall be submitted on forms provided by the State and shall meet the following content and format requirements:
 - i. Invoices must contain the Grant Agreement number, the date of the invoice, the time period covered by the invoice, and the total amount due.
 - ii. Invoices must be itemized based on the categories (i.e., activities and tasks) specified in 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).
 - iii. One set of sufficient evidence (i.e., receipts, copies of checks, personnel hours' summary table, time sheets) must be provided for all costs included in the invoice.
 - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Grant Amount."
 - v. Original signature and date (in ink) of Grantee's Project Representative. Submit the original "wet signature" copy of the invoice form to the attention of the DWR Project Manager at the address shown in Paragraph 16, "Project Representatives". Alternatively, submit the invoice with an electronic signature certified and transmitted via DocuSign from Grantee's authorized representative to DWR's Project Manager.

All invoices submitted shall be accurate and signed under penalty of law. All costs submitted pursuant to this Agreement shall only be for the activities and 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., Local Cost Share). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 487-489.)

- 8) WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that the 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 10, "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 material breach subject to the default provisions in Paragraph 9, "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.
- 9) DEFAULT PROVISIONS. The Grantee will be in default under this Grant Agreement if any of the following occur:
- A. Material 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;
 - B. Making any false warranty, representation, or statement with respect to this Grant Agreement or the proposal filed to obtain this Grant Agreement;
 - C. Failure to operate or maintain Project in accordance with this Grant Agreement.
 - D. Failure to make any remittance required by this Grant Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.5 of Exhibit D, Standard Conditions.
 - E. Failure to submit timely progress reports.
 - F. Failure to routinely invoice the State.
 - G. Failure to meet any of the requirements set forth in Paragraph 10, "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:

- A. Declare the funding be immediately repaid, with interest, which shall be equal to the State of California general obligation bond interest rate in effect at the time of the default.
- B. Terminate any obligation to make future payments to the Grantee.

C. Terminate the Grant Agreement.

D. Take any other action that it deems necessary to protect its interests.

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

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

- A. An urban water supplier that receives grant funds pursuant to this Agreement must maintain compliance with the Urban Water Management Planning Act (UWMP; Water Code § 10610 et seq.) and Sustainable Water Use and Demand Reduction (Water Code § 10608 et seq.) as set forth on page 11 of the 2019 Guidelines. For more information, visit the website listed in Appendix A in 2019 Guidelines.
- B. An agricultural water supplier receiving grant funds must comply with Sustainable Water Use and Demand Reduction requirements outlined in Water Code section 10608, et seq. and 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 website listed in Appendix A in 2019 Guidelines.
- C. 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.
- D. If applicable, the Grantee must demonstrate compliance with the Sustainable Groundwater Management Act set forth on page 10 of the 2019 Guidelines.
- E. 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.
- F. Open and Transparent Water Data: Recipients of State funds through grants must adhere to the protocols developed pursuant to Water Code section 12406 for data sharing, transparency, documentation, and quality control. For more information, visit the website listed in Appendix A in 2019 Guidelines.

11) SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to the State. All reports shall be submitted to the State's Project Manager electronically via the 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 the Project.

- A. Progress Reports: The Grantee shall submit Progress Reports along with invoices, to meet the State's requirement for disbursement of funds. Progress Reports shall be uploaded via GRanTS. 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 shall 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.
- B. Activity Completion Report: The Grantee shall prepare and submit to the State a separate Completion Report for each activity described in Exhibit A. The Grantee shall submit a Completion Report within

ninety (90) calendar days of Project completion as outlined in Exhibit F. A "Certification of Project Completion" form will be provided by the State for execution by the Grantee.

- C. Grant Completion Report: Upon completion of all activities described 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 activity to be completed under this Grant Agreement, as outlined in Exhibit F. Retention for the last activity 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.
- D. Post-Performance Reports: If applicable, the Grantee shall prepare and submit to the State Post-Performance Reports for the Project. Post-Performance Reports shall be submitted to the State within ninety (90) calendar days after the first operational year of a completed Project has elapsed. This record keeping and reporting process shall be repeated annually for a total of three (3) years after the completed Project begins operation.

12) 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 (Water 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.

13) NOTIFICATION OF STATE. The Grantee shall promptly notify the State, in writing, of the following items:

- A. Events or proposed changes that could affect the scope, budget, or schedule under this Grant Agreement. The Grantee agrees that no substantial change in the scope of the Project shall be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
- B. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by the State's representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.
- C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.
- D. The initiation of any litigation or the threat of litigation against the Grantee regarding the Project or that may affect the Project in any way.
- E. Applicable to construction 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 fourteen (14) calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.

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

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

- C. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
- D. By electronic means.
- E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U.S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the addresses listed in Paragraph 16. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.
- 15) 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.
- 16) PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

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

Association of Bay Area Governments
Therese W. McMillan
MTC Executive Director
375 Beale Street, Suite 800
San Francisco, CA, 94105
Phone: (415) 778-5210
e-mail: tmcmillan@bayareametro.gov

Direct all inquiries to the Project Manager:

Department of Water Resources
Aston Tennefoss
Environmental Scientist
Division of Regional Assistance
901 P Street
Sacramento, CA 94236
Phone: (916) 651-5002
e-mail: Aston.Tennefoss@water.ca.gov

Association of Bay Area Governments
James Muller
Principal Environmental Planner
375 Beale Street, Suite 700
San Francisco, CA, 94105
Phone: (415) 778-6674
e-mail: james.muller@sfestuary.org

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

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

Exhibit A – Work Plan

Exhibit B – Budget

Exhibit C – Schedule

Exhibit D – Standard Conditions

Exhibit E – Authorizing Resolution

Exhibit F – Report Formats and Requirements

Exhibit G – Requirements for Data Submittal

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

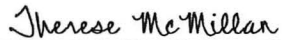
IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES



Arthur Hinojosa
Chief, Division of Regional Assistance

ASSOCIATION OF BAY AREA GOVERNEMENTS



Therese W. McMillan
MTC Executive Director, acting pursuant to the Contract
for Services dated May 30, 2017.

Date 9/10/19

Date 9/4/2019

Approved as to Legal Form and Sufficiency



Robin Brewer
Assistant Chief Counsel, Office of Chief Counsel

Date 9-10-19

EXHIBIT A

WORK PLAN

Introduction

This Work Plan describes the work to be performed (including deliverables) by the Grantee on behalf of the San Francisco Bay Area Funding Area (SFBAFA) for the Proposition 1 IRWM Disadvantaged Community Involvement (DACI) Grant Program, under Agreement No. 4600013248 between DWR ("State") and Grantee (the "Project").

The associated general budget and schedule for the Project are presented in Exhibits B and C, respectively. Within 30 days of the execution of the Grant Agreement with DWR, to assist with DWR in tracking the work and reviewing and processing invoices, the Grantee shall submit to DWR a detailed budget and graphical schedule for this Work Plan, and shall update those documents periodically as agreed to by the DWR Project Manager.

The scope of work is divided into two phases. Phase I includes the Needs Assessment and Project Development work. Phase I will also include work to support the update of the Bay Area IRWM Plan to ensure disadvantaged and tribal communities are well represented in the San Francisco Bay Area Disadvantaged Community and Tribal Involvement Program (DACTIP) and to recognize and integrate these stakeholders as appropriate into the governing structure of the San Francisco Bay Area IRWM Coordinating Committee (IRWM Coordinating Committee).

The Phase II scope will be developed with the support by regional DACTIP stakeholders, Tribes and Tribal communities, and approved by the IRWM Coordinating Committee and is intended to provide technologies or systems to allow for the continuance of capacity building, needs assessment and continued inclusion of Tribes, Tribal communities and DACs communities in the IRWM process after the grant is completed.

Activity 1: Grant Administration and Program Management

Task 1.1 Initial Grant Coordination

Grantee will provide grant administration in compliance with DWR's reporting and other requirements and will coordinate with the DWR Project Manager and the managers of the local partners responsible for implementing the activities and tasks described in this Agreement. Program management tasks will be as follows:

Task 1.1.1 Program Coordination

Grantee will meet with prospective local partners during the proposal creation period to conduct its due diligence assessment and readiness to proceed with the scope of work as outlined in this Work Plan. The results of the due diligence assessment and contracting decisions will be provided to the IRWM Coordinating Committee for approval before entering into a Grant Agreement with DWR.

Task 1.1.2 Proposal Preparation and Submittal

Grantee, with approval from the IRWM Coordinating Committee and Transition Subcommittee, will prepare and submit the IRWM DACTIP grant proposal to DWR and make any revisions deemed necessary to secure DWR's approval and a commitment letter.

Task 1.1.3 Contracting

Grantee will obtain the approval of its Executive Board and negotiate and execute a grant agreement with DWR. Grantee will also negotiate and finalize contracts with each local partner that will receive grant funding to conduct work under this Agreement. Each local partner will execute a contract prior to requesting reimbursement.

Milestones and Anticipated Timeframes:

- Submit Proposal to DWR: June 2019
- Execute Agreement with DWR: August 2019
- Execute Contracts with local partners: September 2019

Deliverables:

- SF Bay Area IRWM DACTIP Proposal
- SF Bay Area IRWM Coordinating Committee letter supporting ABAG as Grantee
- Grantee Executive Board approval
- Executed Grant Agreement
- Grantee Assessment Results for local partners
- Executed Contracts with all local partners

Task 1.2 Grant Administration and Management

Grantee will administer this Agreement and will also facilitate programmatic coordination. In general, grant administration will include soliciting, preparing, reviewing, and submitting to DWR invoices, progress reports, deliverables, and other documents, in coordination with the DWR Project Manager. In general, programmatic coordination will include tracking the local partners' ongoing progress, supporting local partners with their program work, and identifying any potential issues that may impact a local partner's ability to complete its work per its contract. The work will also entail ongoing administration and management of local partners accounting, legal work, reviewing/approving/processing local partner invoices for payment to DWR, reviewing work products, and preparing and submitting documents for DWR review. The details of the work are described below:

Task 1.2.1 Invoicing

Grantee will be responsible for collecting invoice documentation from each local partner and compiling the information into a single invoice packet for submittal to DWR. Invoices will be submitted to DWR no more frequently than monthly and no less frequent than quarterly, as agreed to by the DWR Project Manager, and in the format specified in this Agreement and by DWR's Project Manager. Grantee will be responsible for preparing the invoices based on records provided by the local partners. A consultant may help to coordinate with local partners and maintain records. ABAG will track each disbursement and cumulative disbursements to date. Records will be maintained in accordance with this Agreement and generally acceptable accounting principles. If needed, a consultant may be utilized to assist with tracking.

Task 1.2.2 Program Coordination and Reporting

Grantee will prepare and submit to the State progress reports with each invoice, other reports as required by the Agreement, and a Project Completion Report. Reports will meet generally accepted professional standards for technical reporting and the terms of this Agreement. Grantee may retain consultants, as needed, to assist with this work.

Grantee will be responsible for tracking the progress of the local partners and reporting this information to DWR in Progress Reports, as well as to the IRWM Coordinating Committee at their monthly meetings. The Grantee will provide limited support to local partners with their programmatic and administrative work, and will identify and report any potential issues that may impact local partners' ability to complete their scopes of work and adhere to the schedule and budget. Grantee will coordinate with local partners to prepare and submit Progress Reports.

The progress reports will be prepared and submitted by the Grantee, along with invoices, to facilitate DWR's review and approval of the invoices. Progress reports will explain the status of the Grantee and local partners' work and will include the following information at a minimum: key milestones achieved, deliverables completed,

percent completion on each task identified in the work plan, and costs to date (organized by grant-funded costs and non-State match costs) for each activity.

Grantee will submit a draft Final Project Completion Report containing a description of the actual work completed, the final schedule showing actual progress versus planned progress, results, and lessons Learned. Copies of final documents and reports generated during the grant will serve as appendices. After DWR review, Grantee will finalize the Project Completion Report and submit to DWR within 90 days of DWR verification that all tasks have been completed.

Milestones and Anticipated Timeframes:

- Grant amendment for Phase II scope, budget, and schedule: Date TBD.
- Amendments to local partner contracts: as needed.

Deliverables:

- Invoices and associated backup documentation
- Progress Reports (to accompany invoices)
- IRWM Coordinating Committee Meeting Minutes and Records of Major Decisions
- Draft and Final Project Completion Reports

Activity 2: DACTIP Phase I – Needs Assessments, Capacity Building & IRWM Project Development, and Coordinating Committee Integration

Task 2.1 Needs Assessments

Grantee will contract with local partners to complete Needs Assessments in their communities to identify Bay Area DAC and Tribal water needs and solutions. Local partners will identify water related needs and solutions based on the Bay Area IRWM's four (4) Functional Areas. These Needs Assessments will be developed, and where ongoing, will continue to be implemented to guide the capacity-building and technical assistance components of the Project. Some of these Needs Assessments have been developed by local partners with support from EJCW in the 2017 Agreement, by incorporating templates provided by DWR and from previous Bay Area IRWM needs assessments to meet each community's needs. Needs assessments that have not yet been fully developed will be designed similarly by local partners with support from the Grantee and consultants for the non-Tribal communities. The California Indian Environmental Alliance (CIEA) has developed a Tribal Needs Assessment for the SF Bay Program and is ready to gain approval by SF Bay Tribes and initiate administration.

Work in this Task includes, but is not limited to: meetings and presentations; surveys; direct outreach and education; participation in local events to conduct broader outreach and education; website updates; data collection, processing, analysis, Tribal interpretation for the final report, and packaging; and solutions development in preparation for IRWM project development

Milestones and Anticipated Timeframes:

- Completed needs assessments: Fall 2019 - Spring 2020
- Presentation to IRWM Coordinating Committee on findings and conclusions: Spring 2020

Deliverables:

- List and dates of meetings, listening sessions, and presentations conducted by Grantee and each local partner
- Matrix of sub-regional water needs (to be included in Final Needs Assessment)
- Report of sub-regional DAC and Tribal water needs and proposed solutions

- Summary of outreach and education efforts conducted
- Draft and Final Funding Area Wide Needs Assessment Document

Task 2.2 Capacity Building, Technical Assistance and IRWM Project Development

Grantee will work with local partners to ensure successful participation in the Bay Area IRWM Program's ongoing efforts. The focus of this Task will be to develop long term capacity with local partners to participate in grant funding opportunities. This Task will include trainings, workshops and site visits that will be largely facilitated by consultants intended to address the varied DAC and Tribal needs more efficiently. Since the traditional territories of Northern Bay Area Tribes overlap with the neighboring North Coast IRWM Region, it may be possible to share technical assistance consultants and hold shared trainings in some cases. CIEA serves as the Tribal Engagement Coordinator for the North Coast and may share resources and strategies as appropriate.

Task 2.2.1 Capacity Building

The goal of this Task is to promote successful participation in the Bay Area IRWM and to ensure that communities have sustainable structures and systems in place to stay engaged, after this grant program is completed. This Task will provide resources for the local partners to develop the capacities to identify funding sources, propose IRWM projects for funding opportunities, and to manage the programmatic and administrative components of such work. The capacity building needs of DAC partners and Tribal partners will be coordinated, where possible, to allow for trainings, workshops, and other educational opportunities to be broadly accessible. The capacity building elements include but are not limited to: a) Organizational Grant writing, book keeping, grant administration and facilitation; and b) Technical Environmental data collection, GIS mapping, database creation and maintenance, permitting, and regulatory compliance

Task 2.2.2 IRWM Project Development

Local partners will work with the Grantee and others to determine IRWM project development needs. These project development needs will be summarized alongside the solutions identified in the Needs Assessments for consideration. Grantee will work with the local partners and other entities to identify additional consultant talent needed to enable the local partners to develop and submit IRWM projects for funding opportunities. IRWM project development work will result in scopes of work, estimated budgets, timelines, potential design and engineering reviews, and/or environmental compliance, as needed. In consultation with CIEA, a subset of high priority IRWM projects will be selected for further development into proposals for grant funding. The number of IRWM projects selected for development support will depend on the amount of funds needed to develop each IRWM project and will be limited by the funds available.

Milestones and Anticipated Timeframes:

- Selection of criteria for capacity building and IRWM project development providers. October 2019
- Identification of capacity building and IRWM project development providers. January 2020
- Meetings with providers to regionalize curriculum and materials. January – February 2020
- Scheduling of Trainings/Workshops. February – September 2020

Deliverables:

- A summary of IRWM project recommendations identified in the Needs Assessments for each local partner with required capacity and IRWM project development needs to advance solutions for funding proposals
- Schedule of meeting dates, agendas, workshop materials, presentations and resources related to IRWM project development
- Selected DAC and Tribal IRWM project proposals developed for DWR Prop 1 IRWM Implementation funding
- Selection criteria for capacity building and IRWM project development providers
- List of selected capacity building and IRWM project development providers

Task 2.3 IRWM Coordinating Committee Integration

Grantee will work with local partners and the IRWM Coordinating Committee to ensure successful participation in the Bay Area IRWM Coordinating Committee and the IRWM Plan update process.

Milestones and Anticipated Timeframes:

- Update of the IRWM plan to include DAC and Tribal perspectives and integration. December 2019
- Development of Tribal Representatives structure. June 2020
- Update of governing structure and workgroups to include DAC and Tribal representatives. August 2020

Deliverables:

- Written proposed updates to the Bay Area IRWM Plan
- Documentation showing Tribal representative candidates for addition to the Coordinating Committee, IRWM Project Selection committee, and/or other decision-making bodies, as they are developed
- Documentation showing Tribal representative candidates of DACs, EDAs, URCs, etc., for addition to the Coordinating Committee, IRWM Project Selection Committee, and/or other decision-making bodies as they are developed

Activity 3: DACTIP Phase II - Scoping

The goal of Phase II is to ensure the needs assessment, capacity building, and the IRWM Coordinating Committee integration efforts continue. Grantee will work with the local partners and the IRWM Coordinating Committee to develop a scope, budget, and schedule for the Continued Stakeholder Engagement phase. This document will form the basis for development of the Phase 2 work plan, schedule, and budget (i.e., Phase II Amendment).

Task 3.1 Develop Detailed Workplan/Budget/Scope

Grantee will work with DAC local partners, CIEA, the Tribal Partners and/or the Tribal Advisory Committee, and the IRWM Coordinating Committee to develop a detailed scope, budget, and schedule for DWR consideration intended to achieve the overarching goal stated in Phase II. Phase II work will be informed by Phase I activities and findings.

Milestones and Anticipated Timeframes:

- Phase II Work Plan, including goals and objectives, proposed list of tasks with roles and responsibilities identified, and associated budget and schedule: January 2020
- IRWM Coordinating Committee approval of tasks, budgets and deliverables: as needed.

Deliverables:

- Phase II Work Plan
- Documentation of IRWM Coordinating Committee approvals upon request

EXHIBIT B**BUDGET**

Activity	Grant Share	Cost Share	Total
Activity 1 - Grant Administration and Program Management	\$356,020.00	—	\$356,020.00
Activity 2 - Needs Assessments, Capacity Building & IRWM Project Development, and Coordinating Committee Integration	\$1,640,321.00	—	\$1,640,321.00
Activity 3 - Phase II Scoping	\$4,810.00	—	\$4,810.00
Phase I Total	\$2,001,151.00	—	\$2,001,151.00
Phase II Reserve	\$1,018,849.00	—	\$1,018,849.00
Total	\$3,020,000.00	—	\$3,020,000.00

EXHIBIT C
SCHEDULE

Activity	Task	Subtask	Description	Begin Date	End Date
1	Grant Administration and Program Management			Apr-19	Dec-20
	1.1		Initial Grant Coordination	Apr-19	Sep-19
		1.1.1	Program Coordination	Apr-19	Sep-19
		1.1.2	Proposal Preparation and Submittal	Apr-19	Sep-19
		1.1.3	Contracting	Jul-19	Sep-19
	1.2		Grant Administration and Management	Sep-19	Dec-19
		1.2.1	Invoicing	Sep-19	Dec-19
		1.2.2	Program Coordination and Reporting	Sep-19	Dec-19
2	DACTIP Phase I – Needs Assessments, Capacity Building & IRWM Project Development, and Coordinating Committee Integration			Apr-19	Sep-19
	2.1		Needs Assessments	Apr-19	Mar-20
	2.2		Capacity Building, Technical Assistance and IRWM Project Development	Sep-19	Sep-20
		2.2.1	Capacity Building	Sep-19	Sep-20
		2.2.2	IRWM Project Development	Sep-19	Jun-20
	2.3		IRWM Coordinating Committee Integration	Apr-19	Aug-20
3	DACTIP Phase II - Scoping			Sep-19	Dec-19
	3.1		DACTIP Phase II - Develop Detailed Workplan/Budget/Scope	Sep-19	Dec-19

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 IRWM 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 9, "Default Provisions" or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Grant Agreement with

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

- D.6) BUDGET CONTINGENCY: If the Budget Act of the current year covered under this Grant Agreement does not appropriate sufficient funds for this program, this Grant Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the State to make any payments under this Grant Agreement. In this event, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement and the Grantee shall not be obligated to perform any provisions of this Grant Agreement. Nothing in this Grant Agreement shall be construed to provide the Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Grant Agreement with no liability occurring to the State, or offer a Grant Agreement amendment to the Grantee to reflect the reduced amount.
- D.7) CALIFORNIA CONSERVATION CORPS: The Grantee may use the services of the California Conservation Corps or other community conservation corps as defined in Public Resources Code section 14507.5.
- D.8) CEQA: Activities funded under this Grant Agreement, regardless of funding source, must be in compliance with 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 9, "Default Provisions."
- D.9) CHILD SUPPORT COMPLIANCE ACT: The Grantee acknowledges in accordance with Public Contract Code § 7110, that:
- a) The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code § 5200 et seq.; and
 - b) The Grantee, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.10) CLAIMS DISPUTE: Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. The State and the Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
- D.11) COMPETITIVE BIDDING AND PROCUREMENTS: The Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by State under this Grant Agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process,

the Department of General Services' *State Contracting Manual* rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.

- D.12) **COMPUTER SOFTWARE:** The Grantee certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.13) **CONFLICT OF INTEREST:** All participants are subject to State and federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- a) **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
 - b) **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
 - c) **Employees of the Grantee:** Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
 - d) **Employees and Consultants to the Grantee:** Individuals working on behalf of 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.14) **DELIVERY OF INFORMATION, REPORTS, AND DATA:** The Grantee agrees to expeditiously provide throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by the State.
- D.15) **DISPOSITION OF EQUIPMENT:** The Grantee shall provide to the State, not less than thirty (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 sixty (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.16) **DRUG-FREE WORKPLACE CERTIFICATION:** Certification of Compliance: By signing this Grant Agreement, the Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

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

D.17) 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 RESPONSIBILITIES. The Grantee and its representatives shall:

- a) Faithfully and expeditiously perform, or cause to be performed, all work as described in Exhibit A and in accordance with Exhibits B and 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 IRWM projects. 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.
- 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. 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.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 (as defined in Exhibit A) 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, B, and C which concern the budget and schedule without formally amending this Grant Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Grant Agreement. Non-material changes with respect to the 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) **PERFORMANCE BOND:** Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)

D.30) **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.31) **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.32) **PROJECT ACCESS:** The Grantee shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.

D.33) **REMAINING BALANCE:** In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.

D.34) **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.35) RETENTION: The State shall withhold ten percent (10%) of the funds requested in each invoice 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.36) 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.37) 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.38) 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.39) 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.40) 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.41) TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 9, "Default Provisions," the State may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 9, "Default Provisions."
- D.42) TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on thirty (30) days advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.43) 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.44) TIMELINESS: Time is of the essence in this Grant Agreement.
- D.45) TRAVEL: Travel includes the reasonable and necessary costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Funding 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 San Francisco Bay Area Funding Area shall be reimbursed unless prior written authorization is obtained from the State's Project Manager.

- D.46) UNION ORGANIZING: The Grantee, by signing this Grant Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Grant Agreement. Furthermore, the Grantee, by signing this Grant Agreement, hereby certifies that:
- a) No State funds disbursed by this Grant Agreement will be used to assist, promote, or deter union organizing.
 - b) The Grantee shall account for State funds disbursed for a specific expenditure by this Grant Agreement to show those funds were allocated to that expenditure.
 - c) The Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
 - d) If the Grantee makes expenditures to assist, promote, or deter union organizing, the Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that the Grantee shall provide those records to the Attorney General upon request.
- D.47) VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.48) WAIVER OF RIGHTS: None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

EXHIBIT E
AUTHORIZING RESOLUTION

**ASSOCIATION OF BAY AREA GOVERNMENTS
EXECUTIVE BOARD**

RESOLUTION NO. 04-19

AUTHORIZATION TO SUBMIT A PROPOSAL TO THE CALIFORNIA DEPARTMENT OF WATER RESOURCES TO OBTAIN A PROPOSITION 1 INTEGRATED REGIONAL WATER MANAGEMENT GRANT AND TO ENTER IN AN AGREEMENT TO RECEIVE A GRANT FOR THE DISADVANTAGED COMMUNITY AND TRIBAL INVOLVEMENT PROGRAM

WHEREAS, the Association of Bay Area Governments (ABAG), is a "public agency" within the meaning of Section 6500 of the California Joint Exercise of Powers Act, consisting of Sections 6500 through 6599.3 of the California Government Code, as amended from time to time (the "Joint Powers Act"); and

WHEREAS, ABAG is the home agency for the San Francisco Estuary Partnership (SFEP), a coalition of resource agencies, nonprofits, citizens, and scientists working to protect, restore, and enhance water quality and fish and wildlife habitat in and around the San Francisco Bay Delta Estuary; and,

WHEREAS, ABAG and the Metropolitan Transportation Commission (MTC) have entered into a Contract for Services effective May 30, 2017, whereby MTC staff provides support services for ABAG.

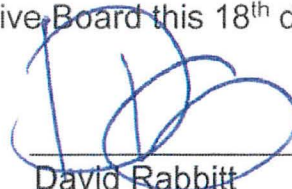
NOW, THEREFORE, BE IT RESOLVED, that the Executive Board of the Association of Bay Area Governments hereby authorizes the Executive Director of the Metropolitan Transportation Commission, or her designee, on behalf of ABAG and SFEP, to submit a proposal to the California Department of Water Resources to obtain a Proposition 1 Integrated Regional Water Management Implementation Grant pursuant to the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Water Code § 79700 et seq.), and to enter into an agreement to receive a grant for the Disadvantaged Community and Tribal Involvement Program (DACTIP); and, be it further

EXHIBIT E
AUTHORIZING RESOLUTION

ASSOCIATION OF BAY AREA GOVERNMENTS
RESOLUTION NO. 04-19

RESOLVED, that the Executive Board and the Association of Bay Area Governments, hereby authorizes and directs the Executive Director of the Metropolitan Transportation Commission, or her designee, on behalf of ABAG and SFEP, to prepare the necessary data, conduct investigations, file such proposal, and execute a grant agreement with California Department of Water Resources.

The foregoing was adopted by the Executive Board this 18th day of July, 2019.



David Rabbitt
President

Certification of Executive Board Approval

I, the undersigned, the appointed and qualified Clerk of the Board of the Association of Bay Area Governments (Association), do hereby certify that the foregoing resolution was adopted by the Executive Board of the Association at a duly called meeting held on the 18th day of July, 2019.



Frederick Castro
Clerk of the Board

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 each activity, discuss the following at the task level, as organized in Exhibit A:

- Percent complete
- Discussion of work accomplished during the reporting period.
- Milestones or deliverables completed/submitted during the reporting period.
- Milestones (with dates) or deliverables anticipated during next reporting period.
- Meetings held or attended.
- Schedule showing actual progress verses planned progress
- Scheduling concerns and issues encountered that may delay completion of the task.

For each activity, discuss the following at the activity 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.

PROJECT COMPLETION REPORT

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

Executive Summary

The Executive Summary should include a brief summary of activity 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 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 schedule showing actual progress versus planned progress as shown in Exhibit C

Additional information that may be applicable for IRWM implementation projects includes the following:

- As-built drawings
- Final geodetic survey information
- 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 Project, with quantification of such benefits provided.
- Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), consistent with Exhibit D, 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 activities funded by this Grant Agreement, and includes the following:

- Executive Summary: consisting of a maximum of ten (10) pages summarizing information for the grant as well as the individual activities.
- Brief discussion of: each activity completed and how they achieved IRWM Plan objectives and/or Regional goals and whether the level, type, or magnitude of benefits of the activity are comparable to the original proposal; any remaining work to be completed and mechanism for their implementation; the benefits to DAC and/or EDA as part of this Grant Agreement if a DAC or EDA Cost Share Waiver was approved for an activity; and a summary of final funds disbursement for each activity.

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

POST-PERFORMANCE MONITORING REPORT

The Post-Performance Report (PPR) should be concise and focus on how the Project is actually performing compared to its expected performance; whether the Project is being operated and maintained and providing intended benefits as proposed. A Post-Performance Report template can also be found on the 2019 Proposition 1 IRWM Implementation Grant Program website. The PPR should follow the general format of the template and provide requested information as applicable. The following information, at a minimum, shall be provided:

Reports and/or products

- Header including the following:
 - Grantee Name
 - Implementing Agency (if different from Grantee)
 - Grant Agreement Number
 - Project Name
 - Funding grant source (i.e., 2019 Proposition 1 IRWM Implementation Grant)
 - Report number
- Post-Performance Report schedule

- Time period of the annual report (e.g., January 2018 through December 2018)
- Project Description Summary
- Discussion of the Project benefits
- An assessment of any differences between the expected versus actual Project benefits as stated in the original application. Where applicable, the reporting should include quantitative metrics (e.g., new acre-feet of water produced that year, etc.).
- Summary of any additional costs and/or benefits deriving from the Project since its completion, if applicable.
- Continued reporting on meeting the Output Indicators and Targets discussed in the Project Monitoring Plan, Paragraph 12, "Monitoring Plan Requirements" 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 found in Appendix A in 2019 Guidelines.

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 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 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 found in Appendix A in 2019 Guidelines.

Monitoring Requirements

Projects that collect surface or groundwater water quality monitoring data shall collect and report the data in a manner consistent with the SWRCB database, the CEDEN.

If the Project's work plan contains groundwater water quality monitoring, groundwater quality monitoring data shall be submitted to the State for inclusion in the SWRCB's Groundwater Ambient Monitoring and Assessment (GAMA) Program. Information on the GAMA Program can be obtained at the website listed in Appendix A in 2019 Guidelines. Projects that collect watershed monitoring data shall collect and report the data in a manner consistent with the Department of Conservation's Statewide watershed monitoring program (Water Code § 79704). If further information is required, the Grantee can contact the SWRCB GAMA Program: http://www.swrcb.ca.gov/water_issues/programs/gama/contact.shtml.

Water Code § 10927 requires various entities, including local agencies that are managing all or part of a groundwater basin pursuant to Water Code § 10750, to assume responsibilities for groundwater elevation monitoring and reporting, as required by Water Code § 10920 et seq.

EXHIBIT H**STATE AUDIT DOCUMENT REQUIREMENTS AND COST SHARE GUIDELINES FOR GRANTEEES**

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 the funded Project.

State Audit Document RequirementsInternal Controls

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

State Funding:

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

Contracts:

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

Invoices:

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

Cash Documents:

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

Accounting Records:

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

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

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

Project Files:

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

Local Cost Share Guidelines

Local 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 Local 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 Local 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. Local 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 the Project shall be documented as revenue and in-kind services as expenditure. These costs should be tracked separately in the Grantee's accounting system.