



COUNTY OF HUMBOLDT

For the meeting of: May 23, 2017

Date: May 8, 2017

To: Board of Supervisors

From: Thomas K. Mattson, Director of Public Works *TKM*

Subject: Proposition 1, Disadvantaged Community Involvement Grant Program Professional Services Agreements with West Coast Watershed and the California Indian Environmental Alliance

RECOMMENDATIONS:

That the Board of Supervisors:

1. Reviews the staff report and associated supporting documents;
2. Authorizes the Director of Public Works to execute a professional services agreement with West Coast Watershed regarding the provision of consulting services associated with the Disadvantaged Community Involvement Program, in a form substantially similar to the professional services agreement attached hereto as Attachment 2, after review by County Counsel and Risk Management;
3. Authorizes the Director of Public Works to execute a professional services agreement with the California Indian Environmental Alliance regarding the provision of consulting services associated with the Disadvantaged Community Involvement Program, in a form substantially similar to the professional services agreement attached hereto as Attachment 3, after review by County Counsel and Risk Management; and
4. Authorizes the Director of Public Works to execute any and all future amendments to the professional services agreements with West Coast Watershed and the California Indian Environmental Alliance, after review by County Counsel and Risk Management.

Prepared by Cybelle Immitt

CAO Approval *TLFR Karen Clower*

REVIEW:

Auditor County Counsel *Sm* Human Resources Other

TYPE OF ITEM:

☒ Consent

☐ Departmental

☐ Public Hearing

☐ Other

PREVIOUS ACTION/REFERRAL:

Board Order No. C-17Meeting of: February 07, 2017

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor *Sundberg* Seconded by Supervisor *Fennell*

Ayes *Sundberg, Fennell, Bass, Bohm, Wilson*

Nays

Abstain

Absent

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: *May 23, 2017*

By: *Kathy Hayes*

Kathy Hayes, Clerk of the Board

SOURCE OF FUNDING:

Funding is provided by an award from the California Department of Water Resources ("DWR"), Disadvantaged Community Involvement Program authorized by the Water Quality, Supply and Infrastructure Improvement Act ("Proposition 1").

DISCUSSION:

The North Coast Resource Partnership ("NCRP") was initiated in 2004 as a water management collaborative between the counties of Humboldt, Sonoma, Modoc, Mendocino, Trinity, Del Norte and Siskiyou. The NCRP is now a successful coalition of North Coast Counties and Tribes that has brought over 65 million dollars in highly competitive funding to the north coast region, with approximately 20 million dollars supporting planning and projects within Humboldt County. The Policy Review Panel, the governing body for the NCRP, is comprised of representatives from each of the seven (7) NCRP counties and Tribal areas, and acts as the North Coast Regional Water Management Group. In 2005, the NCRP Policy Review Panel designated the County of Humboldt as the Regional Contract Administrator for the NCRP.

On November 4, 2014, California voters approved Proposition 1, which authorized the appropriation of 510 million dollars in Integrated Regional Water Management grant funds that were allocated to twelve (12) hydrologic region-based funding areas. The North Coast Funding Area was allocated 26.5 million dollars of the Proposition 1 appropriation, and 2,650,000 dollars of such funding may be used to support the Disadvantaged Community Involvement Program to ensure the involvement of regional disadvantaged communities, economically distressed areas and underrepresented communities in water management activities.

On February 07, 2017, the Board adopted a resolution authorizing the Director of Public Works to execute a Disadvantaged Community Involvement Program grant agreement with DWR to support the NCRP Outreach and Involvement: Tribal Engagement & Economic Opportunity for Disadvantaged Communities Program ("Outreach and Involvement Program"). The grant agreement has been executed and is attached hereto as Attachment 1. The scope of work for this Outreach and Involvement Program was developed to address the findings of, and incorporate the lessons learned from, a recently completed pilot program to support water and wastewater service providers in economically disadvantaged communities.

The Board also authorized the Director of Public Works to execute a professional services agreement for consulting services related to the NCRP Outreach and Involvement Program with West Coast Watershed ("WCW"). Subsequently, it has been decided that the NCRP Tribal Coordinator contract directly with the County of Humboldt to implement the Program in Tribal territories. The California Indian Environmental Alliance ("CIEA") has been the NCRP Tribal Coordinator since 2014 and is the trusted representative chosen by the Tribal Representatives on the NCRP Policy Review Panel to facilitate the implementation of this Program on their behalf.

Due to the fact that primary contracting for NCRP Outreach and Involvement Program is now split between two (2) consultants, the proposed professional services agreement with WCW has been brought back to the Board. Staff is requesting that the Board authorize the Director of Public Works to execute professional services agreements for consulting services related to the NCRP Outreach and Involvement Program with WCW and CIEA in a form substantially similar to the attached professional services agreements. It should be noted that the attached professional services agreements are retro-dated to January 22, 2016, which is the effective date of the Proposition 1 allocation to the North Coast Funding Area. Eligible costs incurred since the effective date supported WCW's and the CIEA's involvement in the NCRP Outreach and Involvement Program proposal preparation and project startup coordination.

FINANCIAL IMPACT:

The recommended actions will not impact the County General Fund. Expenses associated with the Outreach and Involvement Program will be reimbursed by Proposition 1 grant funds and are budgeted for in the approved Natural Resources-Planning budget for the FY 2016-17, and included in the proposed FY 2017-18 budget (revenue account 1720289-526031).

The services provided through the Outreach and Involvement Program will advance three of the County's core roles (provide for and maintain infrastructure, create opportunities for improved safety and health, and protect vulnerable populations).

OTHER AGENCY INVOLVEMENT:

North Coast Resource Partnership and Department of Water Resources

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board of Supervisors may choose not to authorize the Director of Public Works to execute professional services agreements with WCW and CIEA. This option is not recommended since quick execution of professional services agreements with these trusted organizations and initiation of the associated work will benefit the Outreach and Involvement Program and the economically disadvantage communities throughout the north coast region.

ATTACHMENTS:

Attachment 1: Proposition 1 Grant Agreement Fully Executed

Attachment 2: Professional Services Agreement with West Coast Watershed

Attachment 3: Professional Services Agreement with the California Indian Environmental Alliance

Proposition 1 Grant Agreement Fully Executed

ATTACHMENT 1

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

AGREEMENT NUMBER 4600011773

**2016 PROPOSITION 1 INTEGRATED REGIONAL WATER MANAGEMENT (IRWM) DISADVANTAGED
COMMUNITY INVOLVEMENT GRANT
CALIFORNIA WATER CODE § 79740 ET SEQ.**

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 Humboldt County, a public agency, in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee", which parties do hereby agree as follows:

1. PURPOSE. State shall provide funding from the Water Quality, Supply and Infrastructure Improvement Act of 2014 (Proposition 1) to Grantee to assist in financing a project associated with the North Coast pursuant to Chapter 7 (commencing with §79740) of Division 26.7 of the California Water Code, hereinafter collectively referred to as "IRWM Program." A "project" is defined as a group of activities as set forth in Exhibit A (Work Plan).
2. TERM OF GRANT AGREEMENT. The term of this Grant Agreement begins on the date this Grant Agreement is executed by State, and terminates on April 30, 2020, or when all of the Parties' obligations under this Grant Agreement are fully satisfied, whichever occurs earlier. Execution date is the date the State signs this Grant Agreement.
3. GRANT AMOUNT. The maximum amount payable by the State under this Grant Agreement shall not exceed \$2,650,000.
4. GRANTEE'S RESPONSIBILITY. Grantee and its representatives shall:
 - a) Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Exhibit B (Budget) and Exhibit C (Schedule).
 - 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 Grantee in the application, documents, amendments, and communications filed in support of its request for Water Quality, Supply and Infrastructure Improvement, Act of 2014 financing.
 - c) Comply with all applicable California 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.
5. BASIC CONDITIONS. State shall have no obligation to disburse money for projects under this Grant Agreement until Grantee has satisfied the following conditions (if applicable):
 - a) Grantee must demonstrate the groundwater compliance options set forth on pages 11 and 12 of the IRWM Program Guidelines, dated July 2016 are met.
 - b) Grantee submits deliverables as specified in Paragraph 16 of this Grant Agreement and in Exhibit A.
 - c) Prior to the commencement of construction or implementation activities, Grantee shall submit the following to the State for each project:
 - 1) Final plans and specifications certified by a California Registered Professional (Civil Engineer or Geologist, as appropriate) for the approved project as listed in Exhibit A of this Grant Agreement.

2) Environmental Documentation:

- i) Grantee submits to the State all applicable environmental permits,
- ii) Documents that satisfy the CEQA process are received by the State,
- iii) State has completed its CEQA compliance review as a Responsible Agency, and
- iv) Grantee receives written concurrence from the State of Lead Agency's CEQA documents and State notice of verification of environmental permit submittal.

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

6. DISBURSEMENT OF FUNDS. State will disburse to Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation.
7. ELIGIBLE PROJECT COST. Grantee shall apply State funds only to Eligible Project Costs in accordance with applicable provisions of the law. Work performed on the project after January 22, 2016, shall be eligible for reimbursement.

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

- a) Operation and maintenance costs, Purchase of equipment that is not an integral part of a project.
- b) Establishing a reserve fund.
- c) Purchase of water supply.
- d) Replacement of existing funding sources for ongoing programs.
- e) Support of existing agency requirements and mandates (e.g., punitive regulatory agency requirement).
- f) Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies.
- g) Payment of principal or interest of existing indebtedness or any interest payments unless the debt is incurred after execution of this Grant Agreement, the State agrees in writing to the eligibility of the costs for reimbursement before the debt is incurred, and the purposes for which the debt is incurred are otherwise eligible costs. However, this will only be allowed as Grantee Cost Share (i.e., Funding Match).
- h) Payment of stipends
- i) Application preparation costs for other funding opportunities not consistent with IRWM.
- j) Meals not directly related to travel.
- k) Acquisition of real property (land or easements).
- l) Overhead not directly related to the project.

8. METHOD OF PAYMENT.

- a) **Reimbursement** – Submit a copy of invoice for costs incurred and supporting documentation to the DWR Project Manager via Grant Review and Tracking System (GRanTS). Additionally, the original invoice form with signature and date (in ink) of Grantee's Project Representative, as indicated on page 10 of this Grant Agreement, must be sent to the DWR Project Manager for approval. Invoices submitted via GRanTS shall include the following information:
- 1) Costs incurred for work performed during the period identified in the particular invoice.
 - 2) Invoices shall be submitted on forms provided by State and shall meet the following format requirements:
 - i) Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - ii) Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B. 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) Sufficient evidence (e.g., receipts, copies of checks, time sheets) as determined by the State must be provided for all costs included in the invoice.
 - iv) DWR Project Manager will notify Grantee, in a timely manner, when, upon review of an invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or are not supported by documentation or receipts acceptable to State. Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to State to cure such deficiency(ies). After the disbursement requirements in Paragraph 5 "Basic Conditions" are met, State will disburse the whole or portions of State funding to Grantee, following receipt from Grantee via U.S. mail or Express mail delivery of a "wet signature" invoice for costs incurred, and timely Quarterly Progress Reports as required by Paragraph 16 "Submission of Reports." Payment will be made no more frequently than monthly, in arrears, upon receipt of an invoice bearing the Grant Agreement number.
- b) **Advanced Payment** – Water Code §10551 authorizes advance payment by State for projects which are sponsored by a nonprofit organization; a disadvantaged community (DAC); or, the proponent of a project that benefits a DAC. If these projects are awarded less than \$1,000,000 in grant funds, the project proponent may receive an advanced payment of 50% of the grant award; the remaining 50% of the grant award will be reimbursed in arrears. Within 90 calendar days of execution of the Grant Agreement, the Grantee shall provide DWR an Advanced Payment Request. The Advanced Payment Request must contain the following:
- 1) Documentation demonstrating that each Local Project Sponsor was notified about their eligibility to receive an advanced payment and a response from the Local Project Sponsor stating whether it wishes to receive the advanced payment or not, if applicable.
 - 2) If the Grantee or Local Project Sponsor is requesting the advanced payment, the request must also include:
 - i) A funding plan which shows how the advanced funds will be expended within 18 months of this Grant Agreement's execution. (i.e., for what, how much, and when)
 - ii) A discussion of the Grantee or Local Project Sponsor's financial capacity to complete the project once the advance funds have been expended.

- 3) If a Grantee or Local Project Sponsor is requesting advanced payment, Grantee shall also submit a single Advance Payment invoice, containing the request for each qualified project, to the DWR Project Manager with signature and date (in ink) of Grantee's Project Representative, as indicated on page 10 of this Agreement. The Grantee shall be responsible for the timely distribution of the advanced funds to the individual Local Project Sponsors. Within 60 calendar days of receiving the Advanced Payment invoice and subject to the availability of funds, State will authorize payment of the advanced funds sought of 50% of the grant award for the qualified project(s).

The Advance Payment Invoice shall be submitted on forms provided by State and shall meet the following format requirements:

- i) Invoice must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - ii) Invoice must be itemized based on the categories (i.e., tasks) specified in Exhibit B.
 - iii) DWR Project Manager will notify Grantee, in a timely manner, when, upon review of an Advance Payment Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs. Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). After the disbursement requirements in Paragraph 5 "Basic Conditions" (5a and 5b) only) are met, State will disburse the whole or portions of State funding to Grantee, following receipt from Grantee via US mail or Express mail delivery of a "wet signature" invoice for costs incurred, including Cost Share, and timely Progress Reports as required by Paragraph 16 "Submission of Reports."
- 4) On a quarterly basis, the Grantee will submit an Accountability Report to DWR that demonstrates how actual expenditures compare with the scheduled budget. The Accountability Report shall include the following information:
- i) An itemization of how advanced funds have been expended to date (Expenditure Summary), including documentation that supports the expenditures (e.g., contractor invoices, receipts, personnel hours, etc.). Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B.
 - ii) A funding plan which shows how the remaining advanced funds will be expended.
 - iii) Documentation that the funds were placed in a non-interest bearing account, including the dates of deposits and withdrawals from that account.

DWR Project Manager will notify Grantee, in a timely manner, when, upon review of the Expenditure Summary, the State determines that any portion or portions of the expenditures claimed are not eligible costs. Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). If costs are not consistent with the tasks in Exhibit B, the State will reject the claim and remove them from the Expenditure Summary.

Once Grantee has expended all advanced funds, then the method of payment will revert to the reimbursement process specified in Paragraph 8a) and any remaining requirements of Paragraph 5.

9. REPAYMENT OF ADVANCES. State may demand repayment from Grantee of all or any portion of the advanced State funding along with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by State and take any other action that it deems necessary to protect its interests for the following conditions:

- a) A project is not being implemented in accordance with the provisions of this Grant Agreement.
- b) Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if Grantee does not remedy any such failure to State's satisfaction.

Repayment amounts may also include:

- c) Advance funds which have not been expended within 18 months of the Grant Agreement's execution by the Local Project Sponsor.
- d) Actual costs incurred are not consistent with the Exhibit A (Work Plan) activities, not supported, or are ineligible.
- e) At the completion of the project, the funds have not been expended.

For conditions 12 c) and 12 d), repayment may consist of deducting the amount from future reimbursement invoices.

State may consider Grantee's refusal to repay the requested advanced amount a substantial breach of this Grant Agreement subject to the default provisions in Paragraph 11, "Default Provisions." If State notifies Grantee of its decision to demand repayment or withhold the entire funding amount from Grantee pursuant to this paragraph, this Grant Agreement shall terminate upon receipt of such notice by 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.

10. WITHHOLDING OF DISBURSEMENTS BY STATE. If State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if Grantee does not remedy any such failure to State's satisfaction, State may withhold from Grantee all or any portion of the 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 State notifies Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 11, 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 State. State may consider Grantee's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 11, "Default Provisions." If State notifies Grantee of its decision to withhold the entire funding amount from Grantee pursuant to this paragraph, this Grant Agreement shall terminate upon receipt of such notice by Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

11. DEFAULT PROVISIONS. Grantee and any Local Project Sponsor receiving grant funding through this Grant Agreement will be in default under this Grant Agreement if any of the following occur:

- a) Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between Grantee and State evidencing or securing Grantee's obligations.
- b) Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement.
- c) Failure to operate or maintain project(s) in accordance with this Grant Agreement (Paragraph 17).
- d) Failure to make any remittance required by this Grant Agreement.

- e) Failure to comply with Labor Compliance Program requirements (Paragraph 15).
- f) Failure to submit timely progress reports.
- g) Failure to routinely invoice State.
- h) Failure to meet any of the requirements set forth in Paragraph 12, "Continuing Eligibility."

Should an event of default occur, State shall provide a notice of default to the Grantee and shall give 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, State may do any of the following:

- 1) Declare the funding be immediately repaid, with interest, at the California general obligation bond interest rate at the time the State notifies the Grantee of the default.
- 2) Terminate any obligation to make future payments to Grantee.
- 3) Terminate the Grant Agreement.
- 4) Take any other action that it deems necessary to protect its interests.

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

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

- a) An urban water supplier that receives grant funds governed by this Grant Agreement shall maintain compliance with the Urban Water Management Planning (UWMP) Act (Water Code §10610 et seq.) and Sustainable Water Use and Demand Reduction, Part 2.55 of Division 6 (Water Code §10608 et seq.) by doing the following:
 - 1) Have submitted their 2015 UWMP and had it deemed consistent by DWR. For more information, visit the following website:
<http://www.water.ca.gov/urbanwatermanagement>.
 - 2) By July 1, 2016, all urban water suppliers must have submitted documentation that demonstrates they are meeting the 2015 interim GPCD target. If not meeting the interim target, also include a schedule, financing plan, and budget for achieving the gallons per capita per day (GPCD) target, as required pursuant to Water Code §10608.24. Starting June 30, 2017, those urban water suppliers that did not meet their 2015 GPCD target must also submit, by June 30, annual reports that include a schedule, financing plan, and budget for achieving the GPCD target (Water Code §10608.24).
- b) An agricultural water supplier receiving grant funding must:
 - 1) Comply with Sustainable Water Use and Demand Reduction requirements outlined in Part 2.55 (commencing with §10608) of Division 6 of the Water Code.
 - 2) Have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR. For more information, visit the following website:
<http://www.water.ca.gov/wateruseefficiency/agricultural/agmgmt.cfm>.
- c) Grantees diverting surface water must maintain compliance with diversion reporting requirements as outlined in Part 5.1 of Division 2 of the Water Code.

- d) Grantee and Local Project Sponsors must demonstrate compliance with the groundwater compliance options set forth on pages 11 and 12 of the 2016 IRWM Program Guidelines, dated July 2016.
 - e) Grantee and Local Project Sponsors 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 § 10920 and the CASGEM Program.
13. PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS. Grantee shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental, procurement, and safety laws, rules, regulations, and ordinances. Grantee shall provide copies of permits and approvals to State.
14. RELATIONSHIP OF PARTIES. Grantee is solely responsible for design, construction, and operation and maintenance of project within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Grant Agreement.
15. LABOR 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>.
16. SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to State. If requested, Grantee shall promptly provide any additional information deemed necessary by State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit G. 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 Final Report is a requirement for the release of any funds retained for such project.
- a) Progress Reports: Grantee shall submit progress reports quarterly to meet the State's requirement for disbursement of funds. The progress reports shall be sent via e-mail to the State's Project Manager and shall be uploaded into GRanTS at the frequency specified in Exhibit C (Schedule). The progress reports shall provide a brief description of the work performed during the reporting period including: Grantee's activities, milestones achieved, any accomplishments, and any problems encountered in the performance of the work under this Agreement.
 - b) Accountability Report: Grantee shall submit, on a quarterly basis, an Accountability Report by individual Local Project Sponsor (if applicable) that at a minimum:
 - 1) Includes an itemization of how advanced funds have been expended to date (Expenditure Summary), including documentation that supports the expenditures (e.g. contractor invoices, receipts, personnel hours, etc.). Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B.

- 2) Includes a funding plan which shows how the remaining advanced funds will be expended.
 - 3) Provides an accounting of distribution of the advanced funds to the appropriate Local Project Sponsor (if applicable).
 - 4) Documents that the funds were spent on eligible reimbursable costs.
 - 5) Documentation that the funds were placed in a non-interest bearing account, including the dates of deposits and withdrawals from that account.
- c) Final Report: Upon completion of the project included in Exhibit A, Grantee shall submit to State a Final Grant Completion Report. The Final Completion Report shall be submitted within ninety (90) calendar days of project completion. The Final Grant Completion Report shall include a stakeholder summary; description of involvement activities and the projects developed from those activities; discussion of findings from the needs assessment, identification of ongoing barriers, and recommendations for future activities; and a list of references. Retention will not be disbursed until the Final Grant Completion Report is submitted to and approved by the State.
- d) Post-Performance Reports: Grantee shall submit Post-Performance Reports, if applicable. Post-Performance Reports shall be submitted to State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of 10 years after the completed project(s) begins operation.

17. OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by State, Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. Grantee or their successors may, with the written approval of State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of Grantee to ensure operation and maintenance of the project in accordance with this provision may, at the option of State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 11, "Default Provisions."

18. STATEWIDE MONITORING REQUIREMENTS. Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Part 2.76 (commencing with § 10780) of Division 6 of California Water Code) and, where applicable, that projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board. See Exhibit H (Requirements for Statewide Monitoring and

Data Submittal), for web links and information regarding other State monitoring and data reporting requirements.

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

- a) Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to State and State has given written approval for such change. Substantial changes generally include changes to the work plan, 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 State's representatives. Grantee shall make such notification at least 14 calendar days prior to the event.
- c) Final inspection of the completed work on a project by a California Registered Professional (Civil Engineer or Geologist, as appropriate), in accordance with Standard Condition D.19 in Exhibit D. Grantee shall notify the State's Project Manager of the inspection date at least 14 calendar days prior to the inspection in order to provide State the opportunity to participate in the inspection.

20. 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.

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 set forth in Paragraph 22. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

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

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

Department of Water Resources

Humboldt County

Arthur Hinojosa
Chief, Division of IRWM
P.O. Box 942836
Sacramento CA 94236-0001
Phone: (916) 653-4736
e-mail: arthur.hinojosa@water.ca.gov

Thomas K. Mattson
Director, Public Works Department
1106 Second Street
Eureka CA 95501
Phone: (707) 445-7741
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Either party may change its Project Representative or Project Manager upon written notice to the other party.

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

Exhibit A – Work Plan
Exhibit B – Budget
Exhibit C – Schedule
Exhibit D – Standard Conditions
Exhibit E – Authorizing Resolution
Exhibit F – Report Formats and Requirements
Exhibit G – Requirements for Statewide Monitoring and Data Submittal
Exhibit H – State Audit Document Requirements for Grantees

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


STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES



Arthur Hinojosa, P.E., Chief
Division of Integrated Regional Water
Management

Date 4/20/17

HUMBOLDT COUNTY



Thomas K. Mattson, Director
Public Works Department

Date 3/28/17

Approved as to Legal Form and Sufficiency



Robin Brewer, Assistant Chief Counsel
Office of Chief Counsel

Date 4-19-17

EXHIBIT A**WORK PLAN**

This Agreement includes the first phase of outreach, support, and coordination activities coupled with technical assistance to reach the greatest number of stakeholders and Tribes; and address the breadth of water management, socio-economic, and environmental issues facing the North Coast Funding Area (Funding Area). It is anticipated that a second phase of work (Phase 2), will be added to this Agreement via an amendment in early 2019.

Project 1: Grant Administration**Task 1 – Agreement Administration**

Grantee will respond to DWR's reporting and compliance requirements associated with the grant administration.

Task 2 – (Phase 2) Meeting

As the Grantee is working to implement this Agreement, coordinate with DWR to discuss potential amendments for this Agreement to implement Phase 2. This will allow the utilization of the Contingent grant funds in order to implement Phase 2 activities.

Task 3 – Invoicing

The Grantee will be responsible for compiling invoices for submittal to DWR. This includes collecting invoice documentation from each of the activities and compiling the information into a DWR Invoice Packet.

Task 4 – Progress Reports and Final Report

The Grantee will be responsible for compiling progress reports and final report for submittal to DWR. Reports will meet the requirements for reporting outlined in Exhibit G of this Agreement.

Deliverables:

- ☐ Executed Agreement
- ☐ Invoices and associated backup documentation
- ☐ Progress Reports
- ☐ Final Report

Project 2: Outreach, Support, and Coordination**Task 5 – Needs Assessment**

Conduct a Funding Area-wide needs assessment of Disadvantaged Community (DAC) water management needs and information gaps to evaluate DAC involvement in IRWM planning efforts, utilizing the DWR Needs Assessment template and building off of existing needs assessment efforts. Incorporate on-the-ground, local knowledge and best practices or strategies from other regional efforts. The needs assessment will build on previously used DAC surveys to determine the technical, managerial, and financial needs, and project priorities for Tribes and DAC water service providers in the Funding Area. An existing contact list will be updated and the DAC survey will be analyzed and spatially referenced to determine which service providers did not respond to the original survey. A survey will be circulated to approximately 30 Tribes, 7 counties, 30 DACs, 300 water service providers, and 20 other entities serving DACs in the Funding Area. A special effort will be made to follow up and determine the best mechanism to obtain responses from small DAC service providers.

Deliverables:

- ☐ Final needs assessment survey

- ☐ Draft and Final needs assessment summary and synthesis of survey data and stakeholder input

Task 6 – Interviews

Perform approximately 60-80 interviews of the North Coast Resource Partnership Policy (NCRP) Review Panel (PRP), Technical Peer Review Committee (TPRC), project proponents and Funding Area stakeholders in Tribal and DACs to evaluate the IRWM planning process, Funding Area objectives, community needs, opportunity for balanced participation, and identification of relevant trends including involvement in local Sustainable Groundwater Management planning efforts.

Deliverables:

- ☐ Contact list of Tribes and DACs involved in interviews
- ☐ List of interview questions

Task 7 – Data Collection and Mapping

Collect and develop data and Geographic Information System (GIS) layers including, but not limited to, locations of Tribal and DAC water systems with drinking water or wastewater impediments; water borne public health issues; storm/flood water management; groundwater monitoring; opportunities for water conservation or recycling; climate change impacts; and land uses that impact water quality.

Deliverables:

- ☐ Final DVD of Tribal and DAC geospatial data and metadata

Task 8 – Proposition 1 IRWM Plan Updates

Research, document, and develop amended North Coast IRWM (NCIRWM) Plan sections to comply with new Proposition 1 IRWM Plan Standards as set forth in the 2016 IRWM Guidelines. Documentation of nitrate, arsenic, perchlorate, or hexavalent chromium contamination in DACs will be one focus of this effort and will include a description of the location, extent, and impacts of the contamination, as well as any actions undertaken to address the contamination. Another focus will be the integration of flood and stormwater management into the NCIRWMP. This task would involve working with local DACs and Tribal agencies to ensure that local flood and stormwater management plans are integrated into the NCIRWMP. Evaluate the existing NCIRWM Plan and identify gaps that exist with regard to North Coast Tribal issues and concerns. In coordination with PRP and TPRC Tribal representatives and members, develop proposed amendments, chapters, reports, fact-sheets, etc. to respond to data gaps for inclusion in the updated NCIRWM Plan.

Deliverables:

- ☐ List of relevant scientific reports and guidance documents
- ☐ Draft and Final updated NCIRWM Plan sections

Task 9 - NCRP Leadership Support and Coordination

This task includes input and oversight from the NCRP PRP, technical evaluation by the TPRC, and input from stakeholders in the Funding Area to support the ongoing development and refinement of the NCRP Plan and DAC and Tribal oriented processes, including evaluating and updating planning objectives and resources management strategies and the integration thereof; evaluating and updating plan performance, technical information, data management and monitoring approaches; highlighting and celebrating successful achievement of objectives; evaluating and updating the water quality/water supply needs in disadvantaged and Tribal communities in the Funding Area; and identifying and prioritizing integrated projects that have multiple benefits and that benefit DACs. This task will allow for the continued coordination and convening of quarterly meetings. All meetings will

be noticed, open to the public and encourage stakeholder participation in the process. This task also includes the coordination of annual North Coast Tribal meetings and other activities to facilitate a nomination and voting process to select new Tribal PRP and TPRC representatives. Develop and distribute meeting agendas and invitations, conduct phone call invitations, set up meeting venues, develop presentations, host conference calls to prepare for the annual meeting, facilitate meetings and summarize meeting information. In addition, ongoing general support of Tribal representatives performed by the Tribal Engagement Coordinator will include developing and distributing meeting materials, hosting conference calls and summarizing meeting information. Coordinate participation of NCRP Tribal PRP & TPRC representatives in meetings, workshops, and other events not directly related to the NCRP, but deemed relevant by the PRP (e.g., DWR and other agency meetings) and in alignment with NCRP goals and objectives.

Deliverables:

- ☐ Agendas and meeting materials for NCRP Quarterly meetings and Tribal Representative meetings
- ☐ Documentation of PRP Decisions, listing of new PRP TPRC representatives, PRP direction and future actions
- ☐ Documentation of revised NCRP Objectives
- ☐ Documentation of revised NCRP planning processes including project review, prioritization, and inclusion processes
- ☐ Materials developed to showcase projects and activities that met program objectives such as posters
- ☐ Documentation of updated metrics to measure the extent to which the objectives are being met

Task 10 – Outreach and Engagement

Conduct outreach and provide opportunities, including targeted outreach, for stakeholders, DACs, and Tribal entities to engage in the NCRP processes. Hold approximately 5-10 stakeholder meetings/workshops throughout the Funding Area to provide information regarding IRWM statewide priorities and technical assistance as it pertains to Proposition 1 IRWM and other funding opportunities; to obtain input from partners and interested public regarding NCRP Plan revisions and enhancements; and to identify issues of concern and project priorities. Provide regular updates and solicit input via the website and e-mail to all interested parties regarding NCRP issues, data, revisions, enhancements and project priorities.

Provide funding of a Tribal Engagement Coordinator to provide effective outreach; collect data; facilitate the NCRP Tribal Representation Process; support NCRP PRP and TPRC Representatives; and share information with North Coast Tribes. The Tribal Engagement Coordinator will work with NCRP staff and Tribal Representatives to provide grant writing support and technical assistance that is relevant to the needs of the North Coast Tribes and aligns with the goals and objectives of the NCRP. Establish and maintain ongoing communication with representatives from each interested Tribe in the North Coast Funding Area as defined by the NCRP Memorandum of Mutual Understandings, Tribal Representation Process. This includes representatives as designated by their perspective Tribal Councils.

Deliverables:

- ☐ Contact List
- ☐ Meeting and workshop agendas and materials
- ☐ Meeting and workshop summaries including a listing of direction and future actions

Task 11 – NCRP Website Enhancement

Enhance the NCRP Website and web-based tools for increased information sharing, identification of priorities for the Funding Area, and DAC participation in project development. This task will identify website enhancements to improve Tribal and DAC inclusion and participation by meeting with the DACs and their representatives and hiring DAC representatives as consultants to support the development of website elements. It is anticipated that the web-based tools development will include the following:

- Improved Interactive Mapping with links to project information
- Implementation Project & Plan Upload to allow stakeholders to upload project proposals or local plans via the website
- Small Community Toolbox to provide resources and references that allow small communities to approach the management and improvement of grey and green infrastructure in a systematic fashion
- Website updates including upcoming calendar events and funding opportunities
- North Coast Tribal Engagement and Resources web pages
- Model Planning & Policy Toolkit to inform communities about effective or innovative management strategies
- Plan Performance and Project Benefit Dashboard
- IRWM Grants Compliance Manual and Guidance

Deliverables:

- ☐ List of stakeholder input and website review meeting summaries
- ☐ Link to new website

Project 3: Technical Assistance

Task 12 – Circuit Rider Program

Develop Requests for Proposals (RFP) to select technical assistance teams to implement this task. This task will provide technical assistance to Tribal communities and DACs including a "circuit rider" element facilitating a Peer to Peer technical service model. It is anticipated that this model will deliver the following forms of technical assistance services:

- Preliminary planning and engineering to upgrade and enhance deteriorating infrastructure
- Assessments of pollution, public health, and water supply threats
- Preliminary project design and feasibility analysis
- Development of funding strategies through grants, loans, and/or rate recovery
- Circuit-rider programs to provide on-site assessments
- Provision of templates and procedures to improve system operations and/or funding requests
- Preparation of applications for funding
- Permitting and environmental review

This task will also consider efforts already underway and ensure coordination with the State Water Resources Control Board's Proposition 1 Technical Assistance program while minimizing duplication of efforts between programs.

Deliverables:

- ☐ RFPs and selection of technical assistance team(s)

- ☐ List of project proponents in need of assistance and documentation of technical assistance provided

Task 13 – Workshops and Trainings

Plan and convene technical assistance workshops targeted towards North Coast Tribes and DACs and tailored to the geographic region and topics identified through the DAC needs assessment and survey. Approximately 6-10 workshops will be conducted and will provide sessions on technologies and activities relevant to the North Coast, current challenges associated with permitting and environmental compliance, Tribal and DAC strategies, funding opportunities, integration of NCRP objectives and interactive sessions to determine project priorities of North Coast Tribal and DACs. This task will also connect service providers to the existing support networks such as Rural Community Assistance Corporation and California Rural Water Association. In addition, this task will involve training for Humboldt County and NCRP staff, and the Tribal Engagement Coordinator to enhance their capacity to support Tribes and DACs with grant application development and project administration and implementation. Workshops will be provided in easily accessible cities/towns and Tribal communities throughout the Funding Area.

Deliverables:

- ☐ Workshop and training schedules, agendas, and materials
- ☐ Workshop training summaries and participant list

Task 14 – Small Community Toolbox Enhancements

The NCRP Small Community Toolbox has been created to provide resources to help with system maintenance, replacement and upgrades, as well as to assist in the project development process. This task will update the existing Toolbox Utility Management Cycle elements and add additional elements that respond to water-related environmental resource management. The need for and nature of new Toolbox elements will be determined during the needs assessment.

Deliverables:

- ☐ Updated and new Toolbox Utility Management Cycle elements

Task 15 – Project Planning, Environmental Documentation or Engineering/Design

Assist Tribal and disadvantaged communities prepare for future water-related infrastructure and environmental project implementation/construction. Communities with limited resources often need assistance in completing the planning and/or design phase of an implementation project and this task will provide services of an engineer or other professional contractor to complete these activities with a preference given to qualified local Disadvantaged Business Enterprises.

Deliverables:

- ☐ RFP and selection of engineering contractor
- ☐ List of projects in need of planning and/or design elements

Task 16 – Proposition 1 IRWM Funding Application Assistance

Assist Tribes and disadvantaged communities identify projects that are competitive and responsive to state criteria and requirements, utilizing survey results provided by the needs assessment and in coordination with NCRP staff and Tribal Engagement Coordinator. Assist with the development of project proposals including solicitation of additional support for engineering and other technical elements. This shall include, but not be limited to, compliance with state monitoring protocols and recording requirements, California Environmental Quality Act/National Environmental Policy Act compliance, project assessment and monitoring plan development, economic cost/benefit analysis, engineering review and approval, detailed GIS analysis, and map production. In addition, this task will develop a Grants Compliance Manual to inform project proponents of what will be required of

them should they be selected for funding. The Grants Compliance Manual will provide examples of Tribal contracts including providing templates, tools and examples of contracting approaches and alternative funding mechanisms adopted by various Tribes in the state.

Deliverables:

- ☐ List of project proponents in need of assistance, and documentation of their needs
- ☐ Draft Grants Compliance Manual providing details about administration of state funds and what to expect if project proposals are selected for funding

Documentation of text, maps, specifications, and other application materials developed on behalf of approved North Coast priority project proponents that require assistance

Task 17: Model and Demonstration Projects

Identify appropriate demonstration projects and innovative programs that reflect the diversity of the region and provide an opportunity to "beta test" the improved Small Community Toolbox, provide real engineering support to providers, and allow for the development of case studies to serve as examples for the North Coast Region.

Deliverables:

- ☐ Prioritized list of model projects and case studies
- ☐ Project documents, studies, designs, and plans
- ☐ Documentation of how the Small Community Toolbox was applied to the model project or case study

Phase 2 (Contingent):

This Agreement includes Contingent (Phase 2) grant funds for a second set of tasks anticipated to implement activities set forth in the summaries and results of Phase 1 outreach and involvement efforts; and to conduct technical assistance to produce implementation-ready projects. In the event that this Agreement is not amended by the termination date set forth in Paragraph 2, the Contingent grant funds and any other remaining grant funds shall be disencumbered and unavailable for further use under this Grant Agreement.

Deliverables:

- ☐ Proposed Agreement Amendment: In order to utilize the Contingent grant funds, Exhibits A (Work Plan), B (Budget), and C (Schedule) of the Agreement will need to be amended.

EXHIBIT B

BUDGET

Activity	Grant Amount		Total
	Grant	Contingent	
Project 1: Grant Administration	\$132,000		\$132,000
Project 2: Outreach, Support, and Coordination	\$937,418		\$937,418
Project 3: Technical Assistance	\$931,016		\$931,016
Contingent (Phase 2)		\$649,566	\$649,566
TOTAL	\$ 2,000,434	\$649,566	\$ 2,650,000

EXHIBIT C
SCHEDULE

Activity	Start Date	End Date
Project 1: Grant Administration	Apr-17	Dec-18
Task 1: Agreement Administration	Apr-17	Dec-18
Task 2: Contingency Meeting	Jun-18	Dec-18
Task 3: Invoicing	Sept-17	Dec-18
Task 4: Progress Reports and Final Completion Report	Sept-17	Dec-18
Project 2: Outreach, Support, and Coordination	July-17	Dec-18
Task 5: Needs Assessment	July-17	Jun-18
Task 6: Tribal and DAC Interviews	Sept-17	Dec-18
Task 7: Data Collection and Mapping	Aug-17	Dec-18
Task 8: Proposition 1 IRWM Plan Updates	Aug-17	Dec-18
Task 9: NCRP Leadership Support and Coordination	July-17	Dec-18
Task 10: Outreach and Engagement	July-17	Dec-18
Task 11: NCRP Website Enhancement	Sept-17	Jan-18
Project 3: Technical Assistance	Aug-17	Dec-18
Task 12: Circuit Rider Program	Aug-17	Dec-18
Task 13: Workshops and Trainings	Nov-17	Dec-18
Task 14: Small Community Toolbox Enhancements	Nov-17	Dec-18
Task 15: Project Planning, Environmental Documentation, or Engineering/Design	July-18	Dec-18
Task 16: Proposition 1 IRWM Funding Application Assistance	July-18	Dec-18
Task 17: Model and Demonstration Projects	July-18	Dec-18
Contingent (Phase 2)	Jan-19	Apr-20

EXHIBIT D
STANDARD CONDITIONS

D.1) ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:

- a) **Separate Accounting of Funding Disbursements and Records:** Grantee shall account for the money disbursed pursuant to this Grant Agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts and disbursements of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
- b) **Fiscal Management Systems and Accounting Standards:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law or this Grant Agreement.
- c) **Disposition of Money Disbursed:** All money disbursed pursuant to this Grant Agreement shall be deposited, administered, and accounted for pursuant to the provisions of applicable law and be placed in a non-interest bearing account.
- d) **Remittance of Unexpended Funds:** Grantee shall remit to State any unexpended funds that were disbursed to 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 State to Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant Agreement, whichever comes first.

D.2) ACKNOWLEDGEMENT OF CREDIT: Grantee shall include appropriate acknowledgement of credit to the State and to all cost-sharing partners for their support when promoting the Project or using any data and/or information developed under this Grant Agreement. During construction of the project, Grantee shall install a sign at a prominent location, which shall include a statement that the project is financed under Water Quality, Supply and Infrastructure Improvement Act of 2014, administered by State of California, Department of Water Resources. Grantee shall notify State that the sign has been erected by providing them with a site map with the sign location noted and a photograph of the sign.

D.3) AIR OR WATER POLLUTION VIOLATION: Under State laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to §13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

D.4) 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. State shall have no obligation to agree to an amendment.

- D.5) **AMERICANS WITH DISABILITIES ACT:** By signing this Grant Agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
- D.6) **APPROVAL:** This Agreement is of no force or effect until signed by all parties to the agreement. Grantee may not submit invoices or receive payment until all required signatures have been obtained.
- D.7) **AUDITS:** State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of Project, with the costs of such audit borne by State. After completion of the Project, State may require Grantee to conduct a final audit to State's specifications, at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may elect to pursue any remedies provided in Paragraph 11 or take any other action it deems necessary to protect its interests.

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

- D.8) **BUDGET CONTINGENCY:** If the Budget Act of the current year covered under this Grant Agreement does not appropriate sufficient funds for the Proposition 1 Implementation Grant Program, this Grant Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Grant Agreement. In this event, State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement. Nothing in this Grant Agreement shall be construed to provide 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, State shall have the option to either cancel this Grant Agreement with no liability occurring to State, or offer a Grant Agreement amendment to Grantee to reflect the reduced amount.
- D.9) **CALIFORNIA CONSERVATION CORPS:** As required in Water Code §79038(b), Grantee shall examine the feasibility of using the California Conservation Corps or community conservation corps to accomplish the habitat restoration, enhancement and protection activities listed in the Exhibit A, Work Plan, and shall use the services of one of these organizations whenever feasible.
- D.10) **CEQA:** Activities funded under this Grant Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA) (Public Resources Code §21000 et seq.). Information on CEQA may be found at the following links:

Environmental Information: <http://resources.ca.gov/ceqa/>

California State Clearinghouse Handbook:
https://www.opr.ca.gov/docs/SCH_Handbook_2012.pdf

D.11) CHILD SUPPORT COMPLIANCE ACT: For any Grant Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code §7110, that:

- a) The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with §5200) of Part 5 of Division 9 of the Family Code; and
- b) The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

D.12) 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 State's Project Manager, within thirty (30) calendar days of the Grantee's knowledge of the claim. State and 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.13) COMPETITIVE BIDDING AND PROCUREMENTS: Grantee shall comply with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations in Grantee's contracts with other entities for acquisition of goods and services and construction of public works with funds provided by State under this Grant Agreement.

D.14) COMPUTER SOFTWARE: 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.15) 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, §1090 and Public Contract Code, §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, Government Code §87100 et seq.
- d) Employees and Consultants to the Grantee: Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.

D.16) DELIVERY OF INFORMATION, REPORTS, AND DATA: Grantee agrees to expeditiously provide throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by State.

D.17) DISPOSITION OF EQUIPMENT: Grantee shall provide to State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.

D.18) DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance: By signing this Grant Agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code §8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

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

D.19) FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL: Upon completion of the Project, Grantee shall provide for a final inspection and certification by the appropriate registered professional (California Registered Civil Engineer or 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. Grantee shall notify the State's Project Manager of the inspection date at least 14 calendar days prior to the inspection in order to provide State the opportunity to participate in the inspection.

- D.20) GRANTEE COMMITMENTS:** Grantee accepts and agrees to comply with all terms, provisions, conditions and commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
- D.21) GRANTEE NAME CHANGE:** Approval of the State's Program Manager is required to change the Grantee's name as listed on this Grant Agreement. Upon receipt of legal documentation of the name change the State will process an amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
- D.22) GOVERNING LAW:** This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.23) INDEMNIFICATION:** Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insured on their liability insurance for activities undertaken pursuant to this Agreement.
- D.24) INDEPENDENT CAPACITY:** Grantee, and the agents and employees of 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.25) 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 Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.
- D.26) INSPECTIONS OF PROJECT BY STATE:** 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 Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with State.
- D.27) INVOICE DISPUTES:** In the event of an invoice dispute, payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided may result in return of the invoice to the Grantee. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. Any claim that Grantee may have regarding the performance of this Grant Agreement including, but not limited to claims for additional compensation or extension of time, shall be submitted to the DWR Project Manager within thirty (30) calendar days of

Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to the Grant Agreement to implement the terms of any such resolution.

- D.28) NONDISCRIMINATION:** During the performance of this Grant Agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medical and family care leave or pregnancy disability leave. 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. Grantee and its contractors or subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, §7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. 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.

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

- D.29) NO DISCRIMINATION AGAINST DOMESTIC PARTNERS:** For contracts over \$100,000 executed or amended after January 1, 2007, the Grantee certifies by signing this Grant Agreement, under penalty of perjury under the laws of State of California that Grantee is in compliance with Public Contract Code §10295.3.

- D.30) 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.31) PERFORMANCE AND ASSURANCES:** Grantee agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in Exhibit A (Work Plan) and to apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law.

- D.32) 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 §11200 in accordance with Public Contract Code §10353.

- D.33) 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 Grantee's service of water, without prior permission of State. 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 Grantee to meet its obligations under this Grant Agreement, without prior written permission of

State, State may require that the proceeds from the disposition of any real or personal property be remitted to State.

- 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:** Notwithstanding any other provision of this Grant Agreement, State shall, for each project, withhold five percent (5.0%) until January 1, 2018 and ten percent (10.0%), thereafter, of the funds requested by Grantee for reimbursement of Eligible Costs. Each project in this Grant Agreement will be eligible to release its respective retention when that project is completed and Grantee has met requirements of Paragraph 16, "Submissions of Reports", except in the case of the last project to be completed under this Grant Agreement, in which case retention for such project will not be disbursed until the "Final Report" is submitted to and approved by State. State shall disburse retained funds to the Grantee.
- D.36) RIGHTS IN DATA:** 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., Government Code §6250 et seq. 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 State for financial support. 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) STATE REVIEWS:** The parties agree that review or approval of project applications, documents, permits, plans, and specifications or other project information by the State is for administrative purposes only and does not relieve the Grantee of their responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the project.
- D.39) SUSPENSION OF PAYMENTS:** This Grant Agreement may be subject to suspension of payments or termination, or both, and Grantee may be subject to debarment if the State determines that:
- a) Grantee, its contractors, or subcontractors have made a false certification, or
 - b) Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant Agreement.
- D.40) SUCCESSORS AND ASSIGNS:** This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.41) TERMINATION BY GRANTEE:** Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing

so, Grantee must provide a reason(s) for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date.

- D.42) **TERMINATION FOR CAUSE:** Subject to the right to cure under Paragraph 10, the State may terminate this Grant Agreement and be relieved of any payments should 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 11.
- D.43) **TERMINATION WITHOUT CAUSE:** The State may terminate this Grant Agreement without cause on 30 calendar days advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.44) **THIRD PARTY BENEFICIARIES:** The parties to this Grant Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.45) **TIMELINESS:** Time is of the essence in this Grant Agreement.
- D.46) **TRAVEL:** Travel includes the reasonable and necessary costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Agreement. Travel and per diem expenses to be reimbursed under this Agreement shall be at the same rates the State provides for unrepresented employees in accordance with the provisions of Title 2, Chapter 3, of the California Code of Regulations and shall be reimbursed consistent with the rates current at the time of travel. These rates are published at: <http://www.calhr.ca.gov/employees/Pages/travel-meals.aspx>, or its successor website. For the purpose of computing such expenses, Grantee's designated headquarters shall be: 1106 Second Street, Eureka CA 95501. No travel outside the Funding Area shall be reimbursed unless prior written authorization is obtained from the State's Project Manager.
- 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.
- D.49) **WORKERS' COMPENSATION:** Grantee affirms that it is aware of the provisions of §3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Grant Agreement and will make its contractors and subcontractors aware of this provision.

EXHIBIT E
AUTHORIZING RESOLUTION

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT, STATE OF CALIFORNIA

Certified copy of portion of proceedings, Meeting of February 7, 2017

RESOLUTION NO. 17-15

RESOLUTION AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE A GRANT AGREEMENT WITH CALIFORNIA DEPARTMENT OF WATER RESOURCES FOR THE NORTH COAST RESOURCE PARTNERSHIP OUTREACH AND INVOLVEMENT: TRIBAL ENGAGEMENT AND ECONOMIC OPPORTUNITY FOR DISADVANTAGED COMMUNITIES PROGRAM.

WHEREAS, on November 4, 2014, the voters of California approved the Water Quality, Supply, and Infrastructure Improvement Act ("Proposition 1"), which authorized the appropriation of 510 million dollars in Integrated Regional Water Management grant funds that were allocated to 12 hydrologic region-based funding areas; and


WHEREAS, the North Coast Funding Area was allocated 26.5 million dollars of the Proposition 1 appropriation, and \$2,650,000 (i.e., 10%) of such funding may be used to support the North Coast Resource Partnership Outreach and Involvement: Tribal Engagement & Economic Opportunity for Disadvantaged Communities Program; and

WHEREAS, in 2005, the County of Humboldt was designated as the Regional Contract Administrator for the North Coast Resource Partnership.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Humboldt County Board of Supervisors hereby approves the proposal filed with the California Department of Water Resources to obtain a Disadvantaged Community Involvement Program grant authorized by the Water Quality, Supply, and Infrastructure Improvement Act (Proposition 1); and
2. The Humboldt County Board of Supervisors hereby approves entering into an agreement to receive a grant for the North Coast Resource Partnership Outreach and Involvement: Tribal Engagement and Economic Opportunity for Disadvantaged Communities Program; and
3. The Humboldt County Board of Supervisors hereby authorizes the Director, or their designee, of the Humboldt County Department of Public Works to execute a grant agreement with California Department of Water Resources to support the North Coast Resource Partnership Outreach and Involvement: Tribal Engagement and Economic Opportunity for Disadvantaged Communities Program.

Dated: February 7, 2017


VIRGINIA BASS, Chair
Humboldt County Board of Supervisors

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT, STATE OF CALIFORNIA

Certified copy of portion of proceedings, Meeting of February 7, 2017

RESOLUTION NO. 17-15


Adopted on motion by Supervisor Sundberg, seconded by Supervisor Fennell, and the following vote:

AYES:	Supervisors	Sundberg, Fennell, Bass, Bohn, Wilson
NAYS:	Supervisors	--
ABSENT:	Supervisors	--
ABSTAIN:	Supervisors	--

STATE OF CALIFORNIA)
County of Humboldt)

I, KATHY HAYES, Clerk of the Board of Supervisors, County of Humboldt, State of California, do hereby certify the foregoing to be an original made in the above-entitled matter by said Board of Supervisors at a meeting held in Eureka, California.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said Board of Supervisors.



By ANA HARTWELL
Deputy Clerk of the Board of Supervisors of the
County of Humboldt, State of California

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 project, discuss the following at the task level, as organized in Exhibit A (Work Plan):

- Estimate of percent work complete.
- Milestones or deliverables completed during the reporting period.
- Discussion of work accomplished during the reporting period and submission of deliverables per Exhibit A.
- Scheduling concerns and issues encountered that may delay completion of the task.
- Work anticipated for the next reporting period.
- Updated schedule or budget inclusive of any changes that have occurred.

FINAL REPORT

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

Executive Summary

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

Stakeholder Summary

- General description of water management needs of DACs, Economically Distressed Areas (EDAs), and underrepresented communities at the Funding Area learned from the activities performed in this program
- General summary of DACs, EDAs, and underrepresented communities involved in IRWM efforts through this Program
- Map(s) identifying all DACs, EDAs, and underrepresented communities with IRWM regions learned from the activities performed in this program

Involvement Activity Summary

- General description of involvement activities performed in this Program, including both successful and unsuccessful involvement activities
- Identification of projects developed from the DAC involvement activities, if applicable

Findings

- Needs Assessment
 - Narrative summary of community characteristics identified and specific community water management needs and resources (technical, managerial, and financial) to address the needs of DACs, EDAs, and underrepresented communities
 - Needs Assessment template table filled in (at the community level)
- Identification of ongoing barriers for DAC involvement in IRWM efforts

- Recommendations for water managers on future DAC involvement activities in IRWM efforts

Looking into the Future

- Next steps for the IRWM regions to continue DAC involvement efforts

References

EXHIBIT G
REQUIREMENTS FOR STATEWIDE MONITORING AND DATA SUBMITTAL

Surface and Groundwater Quality Data

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

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

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

Groundwater Level Data

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

EXHIBIT H

STATE AUDIT DOCUMENT REQUIREMENTS GUIDELINES FOR GRANTEES

State Audit Document Requirements

The list below details the documents/records that State Auditors typically reviewed in the event of a Grant Agreement being audited. Grantees should ensure that such records are maintained for each State funded Program/Project. Where applicable, this list of documents also includes documents relating to the Grantee's funding match which will be required for audit purposes.

Internal Controls:

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

State Funding:

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

Contracts:

1. All subcontractor and consultant contracts and related, if applicable.
2. Contracts between the Grantee, member agencies, and project partners 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 Grant Agreement.

Accounting Records:

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

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Grantee staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Grantee's

Project Files:

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

Professional Services Agreement with West Coast
Watershed

**DISADVANTAGED COMMUNITY INVOLVEMENT GRANT PROJECT
PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
WEST COAST WATERSHED
FOR FISCAL YEARS 2016-2017 THROUGH 2018**

This Agreement, entered into this 14th day of June, 2017, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and West Coast Watershed, a California corporation, hereinafter referred to as "CONTRACTOR," is made upon the following considerations:

WHEREAS, COUNTY acts as the Regional Grant Administrator on behalf of the North Coast Resource Partnership ("NCRP") which has received an allocation of funding from the California Department of Water Resources ("DWR"), Disadvantaged Community Involvement Grant authorized by the Water Quality, Supply, and Infrastructure Improvement Act of 2014 ("Proposition 1") to support the NCRP Outreach and Involvement: Tribal Engagement and Economic Opportunity for Disadvantaged Communities Program ("Outreach and Involvement Program"); and

WHEREAS, COUNTY, by and through its Department of Public Works – Natural Resources Planning Division, desires to retain a qualified contractor to assist COUNTY with the implementation of the Outreach and Involvement Program; and

WHEREAS, implementation of the Outreach and Involvement Program involves the performance of professional and technical services of a temporary and occasional character; and

WHEREAS, COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof; and

WHEREAS, CONTRACTOR is a corporation located in California that has been a long-term NCRP partner, providing planning services since its inception in 2004 and that was written into the Outreach and Involvement Program proposal; and

WHEREAS, CONTRACTOR represents that it is qualified to perform such services pursuant to the terms and conditions set forth in this Agreement.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **OBLIGATIONS OF CONTRACTOR:**

- A. **Program Implementation.** CONTRACTOR shall utilize the Grant Funds to implement the Outreach and Involvement Program in accordance with the criteria and fiscal requirements set forth in: Exhibit A – Scope of Services, Exhibit B – Project Budget and Exhibit C – DWR Grant Agreement, which are attached hereto and incorporated herein by reference. In utilizing such funding, CONTRACTOR agrees to fully cooperate with the Humboldt County Department of Public Works Director or designee thereof, hereinafter referred to as "Director."
- B. **Internal Controls.** CONTRACTOR shall maintain all appropriate internal financial controls over Grant Funds received and disbursed pursuant to the terms and conditions of this Agreement, including, without limitation, procedures for authorizing disbursements and tracking expenditures of Grant Funds.

- C. Provision of Relevant Information. CONTRACTOR shall cooperate with COUNTY in completing progress reports and other documents pertaining to implementation of the Outreach and Involvement Program, including, without limitation, providing, in a timely manner, any and all requested information regarding services rendered pursuant to the terms and conditions of this Agreement.
- D. Project Access. In order to enable COUNTY to confirm CONTRACTOR's compliance with the terms and conditions of this Agreement, CONTRACTOR shall provide COUNTY, and all duly authorized representatives thereof, access to any work sites and any other areas associated with implementation of the Outreach and Involvement Program.
- E. Recognition of Grant Funding. CONTRACTOR shall identify COUNTY as a support organization on all published material relating to implementation of the Outreach and Involvement Program.

2. TERM:

This Agreement shall begin January 22, 2016 and shall remain in full force and effect until March 31, 2020, unless sooner terminated as provided herein.

3. TERMINATION:

- A. Breach of Contract. If, in the opinion of COUNTY, CONTRACTOR fails to adequately perform the services required hereunder within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation, or other law applicable to its performance herein, COUNTY may terminate this Agreement immediately, upon notice. In such event, COUNTY may exercise any of its rights available under this Agreement or any applicable law or regulation.
- B. Without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice to CONTRACTOR. Such notice shall state the effective date of the termination.
- C. Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of state funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONTRACTOR seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. Compensation Upon Termination. In the event this Agreement is terminated, CONTRACTOR shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to CONTRACTOR's breach of this Agreement.

4. COMPENSATION:

- A. Maximum Amount Payable. COUNTY shall remit Grant Funds to CONTRACTOR in an amount not to exceed a total sum of Nine Hundred Forty Two Thousand Eight Hundred Forty Dollars (\$942,840.00) as full compensation for all services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement. CONTRACTOR agrees to complete all of the activities, objectives and deliverables set forth in this Agreement for an amount not to exceed such maximum amount payable. However, if state funding or allowance

rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable for services provided hereunder, or terminate this Agreement as provided herein. In addition, the COUNTY may, by amendment, increase the maximum amount payable for services provided hereunder when the grant agreement with the state is amended and refined to expend "Contingent (Phase 2)" funding.

- B. Schedule of Rates. The specific costs applicable to this Agreement are set forth in Exhibit B – Project Budget.
- C. Additional Services. Any additional services not otherwise provided for herein shall not be provided by CONTRACTOR, or compensated by COUNTY, unless specifically authorized in writing by COUNTY. All unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum payable amount will be reached.

5. DISBURSEMENT OF GRANT FUNDS:

- A. Invoices and Accountability Reports. In order to receive disbursement of Grant Funds, CONTRACTOR shall submit to COUNTY monthly or quarterly invoices and or accountability reports itemizing all work completed, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement. Submissions shall be in a format approved by, and shall include backup documentation specified by, Director and the Humboldt County Auditor-Controller. CONTRACTOR agrees to submit a final invoice/accountability report within thirty (30) days following the expiration or termination date of this Agreement. All invoices submitted by CONTRACTOR shall be sent electronically to the following address:

COUNTY: Humboldt County Public Works
Attention: Cybelle Immitt, Senior Planner
cimmitt@co.humboldt.ca.us

- B. Payment. Payment for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement shall be made by COUNTY within forty-five (45) days after receipt of approved invoices.
- C. Prospective Payments. Although payment for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement will customarily be made in arrears, CONTRACTOR may request prospective payments. Prospective payments must be supported by written justification and approved in writing by Director. Prospective payment requests shall be in a format approved by Director. COUNTY shall have the right to cease prospective payments if, in the opinion of COUNTY, CONTRACTOR fails to adequately provide documentation for costs and expenses incurred.

6. NOTICES:

Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the forgoing.

//

COUNTY: Humboldt County Department of Public Works
Attention: Cybelle Immitt, Senior Planner
1106 Second Street
Eureka, California 95501

CONTRACTOR: West Coast Watershed
Attention: Katherine Gledhill, Contract Manager
PO Box 262
Healdsburg, California 95448

7. REPORTS:

- A. General Reporting. CONTRACTOR agrees to provide COUNTY with any and all reports that may be required by DWR for compliance with this Agreement. Reports shall be submitted no later than fifteen (15) days after the end of each grant agreement quarter using the format required by the State of California as appropriate.
- B. Progress Reports. CONTRACTOR shall submit to COUNTY, via email, quarterly progress reports which describe all of the services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement. Failure to submit progress reports may be the basis for withholding payments until such reports are received.

8. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. CONTRACTOR agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided hereunder, and to maintain and preserve said records for a minimum of three (3) years from the date of final payment under this Agreement, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the services provided pursuant to the terms and conditions of this Agreement.
- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONTRACTOR, and its subcontractors, related to the services provided hereunder, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the state of California for a period of three (3) years after final payment under this Agreement. CONTRACTOR hereby agrees to make all such records available to inspection, audit and reproduction by COUNTY, and any other duly authorized local, state and/or federal agencies, during normal business hours. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering this Agreement.
- C. Audit Costs. In the event of an audit exception or exceptions related to the services provided pursuant to the terms and conditions of this Agreement, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of the audit. The party responsible for the deficiency shall pay the cost of the audit and the deficiency within thirty (30) days after receiving notice thereof. If allowable expenditures cannot be determined because CONTRACTOR's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed.

9. MONITORING:

CONTRACTOR agrees that COUNTY has the right to monitor all activities related to this Agreement, including, without limitation, the right to review and monitor CONTRACTOR's records, programs or procedures, at any time, as well as the overall operation of CONTRACTOR's programs, in order to ensure compliance with the terms and conditions of this Agreement. CONTRACTOR will cooperate with a corrective action plan, if deficiencies in CONTRACTOR's records, programs or procedures are identified by COUNTY. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of the results of services performed by CONTRACTOR pursuant to the terms and conditions of this Agreement.

10. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this Agreement, CONTRACTOR may receive information that is confidential under local, state or federal law. CONTRACTOR hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal confidentiality laws, regulations, policies, procedures and standards.
- B. Continuing Compliance with Confidentiality Laws. The parties acknowledge that local, state and federal laws, regulations and standards pertaining to confidentiality are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the requirements of any and all applicable local, state and federal confidentiality laws, regulations or standards.
- C. Incorporation of Provisions. CONTRACTOR shall include the foregoing provisions in any all subcontracts that involve the services to be provided pursuant to the terms and conditions of this Agreement.

11. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the provision of professional services, or against any employee or applicant for employment, because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, denial of family care leave or any other classifications protected by local, state or federal laws or regulations. Nothing herein shall be construed to require the employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. CONTRACTOR further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code Sections 4450, et seq.; California Welfare and Institutions Code

Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

12. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

CONTRACTOR certifies by its signature below that it is not a Nuclear Weapons Contractor, in that CONTRACTOR is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components, as defined by the Nuclear Free Humboldt COUNTY Ordinance. CONTRACTOR agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor, as defined above. COUNTY may immediately terminate this Agreement if it determines that the forgoing certification is false or if CONTRACTOR subsequently becomes a Nuclear Weapons Contractor.

13. DRUG-FREE WORKPLACE CERTIFICATION:

By executing this Agreement, CONTRACTOR certifies that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, et seq.) and will provide a drug-free workplace by doing all of the following:

- A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about the following:
 - 1. The dangers of drug abuse in the workplace;
 - 2. CONTRACTOR's policy of maintaining a drug-free workplace;
 - 3. Any available counseling, rehabilitation and employee assistance programs; and
 - 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services pursuant to the terms and conditions of this Agreement will:
 - 1. Receive a copy of CONTRACTOR's Drug-Free Policy Statement; and
 - 2. Agree to abide by the terms of CONTRACTOR's Drug-Free Policy as a condition of employment.
- D. Effect of Noncompliance. Failure to comply with the above-referenced requirements may result in suspension of payments under this Agreement and/or termination thereof, and

CONTRACTOR may be ineligible for award of future contracts if COUNTY determines that the foregoing certification is false or if CONTRACTOR violates the certification by failing to carry out the above-referenced requirements.

14. INDEMNIFICATION:

- A. Hold Harmless Defense and Indemnification. CONTRACTOR shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, CONTRACTOR's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.
- B. Effect of Insurance. Acceptance of the insurance required by this Agreement does not relieve CONTRACTOR from liability under this provision. This provision shall apply to all claims for damages related to the services performed by CONTRACTOR pursuant to the terms and conditions of this Agreement regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided by CONTRACTOR hereunder.

15. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONTRACTOR shall not be entitled to any rights hereunder, unless certificates of insurances, or other proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

- A. General Insurance Requirements. Without limiting CONTRACTOR's indemnification obligations provided for herein, CONTRACTOR shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the entire period of this Agreement, and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A:VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CONTRACTOR and its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:
 - 1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one incident, including, but not limited to, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
 - 2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired, and non-owned vehicles. Said coverage shall be at least as broad as Insurance Service Offices Form Code 1 (any auto).
 - 3. Workers' Compensation Insurance, as required by the Labor Code of the State of California, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against

COUNTY, its officers, agents, and employees.

4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than One Million Dollars (\$1,000,000.00) for each occurrence (Two Million Dollars (\$2,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which CONTRACTOR may be exposed to liability. CONTRACTOR shall require that such coverage be incorporated into its professional services agreements with any other entities.
- B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:
1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY and its agents, officers, officials, employees and volunteers are covered as additional insured for liability arising out of the operations performed by or on behalf of CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to “XCU Hazards.”
 - c. Is the primary insurance with regard to COUNTY.
 - d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
 2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice provisions set forth herein. It is further understood that CONTRACTOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
 3. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer’s liability.
 4. For claims related to this Agreement, CONTRACTOR’s insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONTRACTOR’s insurance and will not be used to contribute therewith.
 5. Any failure to comply with the provisions of this Agreement, including breach of warranties, shall not affect coverage provided to COUNTY or its officers, officials, employees, and volunteers.
 6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements

shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and CONTRACTOR agrees to pay the cost thereof. COUNTY is also hereby authorized with the discretion to deduct the cost of said insurance from the monies owed to CONTRACTOR under this Agreement.

7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONTRACTOR shall be required to purchase additional coverage to meet the above-referenced aggregate limits.
- C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

COUNTY: County of Humboldt
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

CONTRACTOR: West Coast Watershed
Attention: Katherine Gledhill, Contract Manager
PO Box 262
Healdsburg, California 95448

16. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that CONTRACTOR shall not be entitled to any benefits to COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation. CONTRACTOR shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

17. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS:

CONTRACTOR agrees to comply with any and all local, state and federal laws, regulations, policies and procedures applicable to the services provided pursuant to the terms and conditions of this Agreement. CONTRACTOR further agrees to comply with any and all applicable local, state and federal licensure and certification requirements throughout the term of this Agreement.

18. WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement or any default which may then exist on the part of CONTRACTOR. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to any breach or default. COUNTY shall have the right to demand repayment of, and CONTRACTOR shall

promptly refund, any Grant Funds disbursed to CONTRACTOR which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement.

19. REFERENCE TO LAWS AND RULES:

In the event any law, regulation, policy or procedure referred to in this Agreement is amended during the term hereof, the parties agree to comply with the amended provision as of the effective date of such amendment.

20. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and/or federal restrictions, limitations or conditions that may affect the provisions, terms or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

21. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

22. ASSIGNMENT:

Neither party shall delegate its duties nor assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by CONTRACTOR in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

23. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

24. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

25. AMENDMENT:

This Agreement may be amended at any time during the term of this Agreement upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. It is anticipated that a second phase of work (Phase 2), will be added to this Agreement via an amendment in early 2019, triggered by a planned amendment to COUNTY's Grant Agreement with DWR.

26. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information and reports concerning the subject matter of

this Agreement prepared and/or submitted by CONTRACTOR shall become the property of COUNTY. However, CONTRACTOR may retain copies of such documents and information for its records. In the event of termination of this Agreement, for any reason whatsoever, CONTRACTOR shall promptly turn over all information, writings and documents pertaining to the services provided hereunder to COUNTY without exception or reservation.

27. ADVERTISING AND MEDIA RELEASE:

All informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, but not limited to, television, radio, newspapers and internet. CONTRACTOR shall inform COUNTY of all requests for interviews by the media related to this Agreement before such interviews take place; and COUNTY shall be entitled to have a representative present at such interviews. All notices required by this provision shall be given to Director.

28. STANDARD OF PRACTICE:

CONTRACTOR warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONTRACTOR's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

29. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

30. SUBCONTRACTS:

CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided hereunder. Any and all subcontracts shall be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification and confidentiality requirements set forth herein. CONTRACTOR shall remain legally responsible for the performance of all terms and conditions of this Agreement, including work performed by third parties under subcontracts, whether approved by COUNTY or not.

31. ATTORNEYS' FEES:

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Agreement to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees, including the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, "prevailing party" means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

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32. SURVIVAL:

The duties and obligations of the parties set forth in Section 3(D) – Compensation Upon Termination, Section 8 – Record Retention and Inspection, Section 10 – Confidential Information and Section 14 – Indemnification shall survive the expiration or termination of this Agreement.

33. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

34. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

35. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections and paragraphs set forth in this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

36. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

37. ENTIRETY OF CONTRACT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all previous agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

38. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the date first written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

WEST COAST WATERSHED:

By:  Date: 5/29/17

Name: Katherine Gledhill

Title: CEO / Treasurer

By:  Date: 5/22/17

Name: Karen Gaffney

Title: CEO / President

COUNTY OF HUMBOLDT:

By:  Date: 6/14/17

Tom Mattson
Humboldt County Public Works Director
(Pursuant to the Authority Granted by the
Humboldt County Board of Supervisors on
May 23, 2017)

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By:  Date: 6/7/17

Risk Management

LIST OF EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Project Budget
- Exhibit C – DWR Grant Agreement

EXHIBIT A
SCOPE OF SERVICES
WEST COAST WATERSHED
FOR FISCAL YEARS 2016-2017 THROUGH 2019-2020
NCRP OUTREACH AND INVOLVEMENT PROGRAM

This Agreement includes the first phase of outreach, support, and coordination activities coupled with technical assistance to reach the greatest number of stakeholders in the region; and address the breadth of water management, socio-economic, and environmental issues facing the North Coast Funding Area (Funding Area). It is anticipated that a second phase of work (Phase 2), will be added to this Agreement via an amendment in late 2018. Throughout this agreement West Coast Watershed (WCW) will work closely with the North Coast Resource Partnership (NCRP) Tribal Coordinator to harmonize and complement similar work tasks conducted with Tribal communities.

Project 2: Outreach, Support, and Coordination

Task 5 – Needs Assessment

Conduct a Funding Area-wide needs assessment of Disadvantaged Community (DAC) water management needs and information gaps to evaluate DAC involvement in IRWM planning efforts. Working with the NCRP Tribal Coordinator, a NCRP Needs Assessment survey will be developed incorporating the DWR Needs Assessment template and building off of existing and previous needs assessment efforts, integrating on-the-ground, local knowledge and best practices or strategies from other regional efforts. The needs assessment will build on previously used DAC surveys to determine the technical, managerial, and financial needs, and project priorities for DAC water service providers in the Funding Area. An existing contact list will be updated and the DAC survey will be analyzed and spatially referenced to determine which service providers did not respond to the original survey. A survey will be circulated to approximately 7 counties, 30 DACs, 300 water service providers, and 20 other entities serving DACs in the Funding Area. A special effort will be made to follow up and determine the best mechanism to obtain responses from small DAC service providers. A NCRP Needs Assessment Summary will incorporate the Tribal needs assessment survey outputs conducted by the NCRP Tribal Coordinator.

Deliverables:

- ☐ Final needs assessment survey
- ☐ Draft and Final needs assessment summary and synthesis of survey data and stakeholder input

Task 6 – Interviews

Perform approximately 60-80 interviews of the North Coast Resource Partnership Policy (NCRP) Review Panel (PRP), Technical Peer Review Committee (TPRC), project proponents and Funding Area DAC stakeholders to evaluate the IRWM planning process, Funding Area objectives, community needs, opportunity for balanced participation, and identification of relevant trends including involvement in local Sustainable Groundwater Management planning efforts.

Deliverables:

- ☐ Contact list of DACs involved in interviews
- ☐ List of interview questions

Task 7 – Data Collection and Mapping

Collect and develop data and Geographic Information System (GIS) layers including, but not limited to, locations of DAC water systems with drinking water or wastewater impediments; water borne public

health issues; storm/flood water management; groundwater monitoring; opportunities for water conservation or recycling; climate change impacts; and land uses that impact water quality. Incorporate Tribal GIS data and metadata provided by the Tribal Coordinator into the NCRP GIS database.

Deliverables:

- ☐ Final DVD of Tribal and DAC geospatial data and metadata

Task 8 – Proposition 1 IRWM Plan Updates

Research, document, and develop amended North Coast IRWM (NCIRWM) Plan sections to comply with new Proposition 1 IRWM Plan Standards as set forth in the 2016 IRWM Guidelines. Documentation of nitrate, arsenic, perchlorate, or hexavalent chromium contamination in DACs will be one focus of this effort and will include a description of the location, extent, and impacts of the contamination, as well as any actions undertaken to address the contamination. Another focus will be the integration of flood and stormwater management into the NCIRWMP. This task will involve working with local DAC agencies to ensure that local flood and stormwater management plans are integrated into the NCIRWMP. Incorporate information provided by the Tribal Coordinator into the NCIRWM Plan pertaining to water contamination, flood and stormwater management on Tribal land. In coordination with PRP and TPRC members, develop proposed amendments, chapters, reports, fact-sheets, etc. to respond to data gaps for inclusion in the updated NCIRWM Plan.

Deliverables:

- ☐ List of relevant scientific reports and guidance documents
- ☐ Draft and Final updated NCIRWM Plan sections

Task 9 - NCRP Leadership Support and Coordination

This task includes input and oversight from the NCRP PRP, technical evaluation by the TPRC, and input from stakeholders in the Funding Area to support the ongoing development and refinement of the NCRP Plan and processes, including evaluating and updating planning objectives and resources management strategies and the integration thereof; evaluating and updating plan performance, technical information, data management and monitoring approaches; highlighting and celebrating successful achievement of objectives; evaluating and updating the water quality/water supply needs in disadvantaged and Tribal communities in the Funding Area; and identifying and prioritizing integrated projects that have multiple benefits and that benefit DACs. This task will allow for the continued coordination and convening of quarterly meetings. All meetings will be noticed, open to the public and encourage stakeholder participation in the process. This task also includes development and distribution of meeting announcements, agendas and materials, set up meeting venues, develop presentations, host conference calls to prepare for the meetings, facilitate meetings and summarize meeting information.

Deliverables:

- ☐ Agendas and meeting materials for NCRP Quarterly meetings
- ☐ Documentation of PRP Decisions, listing of new PRP TPRC representatives, PRP direction and future actions
- ☐ Documentation of revised NCRP Objectives
- ☐ Documentation of revised NCRP planning processes including project review, prioritization, and inclusion processes
- ☐ Materials developed to showcase projects and activities that met program objectives such as posters
- ☐ Documentation of updated metrics to measure the extent to which the objectives are being met

Task 10 – Outreach and Engagement

Conduct outreach and provide opportunities, including targeted outreach, for stakeholders, DACs, and Tribal entities to engage in the NCRP processes. Hold approximately 5-10 stakeholder meetings/workshops throughout the Funding Area to provide information regarding IRWM statewide priorities and technical assistance as it pertains to Proposition 1 IRWM and other funding opportunities; to obtain input from partners and interested public regarding NCRP Plan revisions and enhancements; and to identify issues of concern and project priorities. Provide regular updates and solicit input via the website and e-mail to all interested parties regarding NCRP issues, data, revisions, enhancements and project priorities.

Deliverables:

- ☐ Contact List
- ☐ Meeting and workshop agendas and materials
- ☐ Meeting and workshop summaries including a listing of direction and future actions

Task 11 – NCRP Website Enhancement

Enhance the NCRP Website and web-based tools for increased information sharing, identification of priorities for the Funding Area, and DAC participation in project development. This task will identify website enhancements to improve Tribal and DAC inclusion and participation by meeting with the DACs and their representatives and hiring DAC representatives as consultants to support the development of website elements. It is anticipated that the web-based tools development will include the following:

- Improved Interactive Mapping with links to project information
- Implementation Project & Plan Upload to allow stakeholders to upload project proposals or local plans via the website
- Small Community Toolbox to provide resources and references that allow small communities to approach the management and improvement of grey and green infrastructure in a systematic fashion
- Website updates including upcoming calendar events and funding opportunities
- North Coast Tribal Engagement and Resources web pages; content provided by the NCRP Tribal Coordinator for integration into the existing NCRP website
- Model Planning & Policy Toolkit to inform communities about effective or innovative management strategies
- Plan Performance and Project Benefit Dashboard
- IRWM Grants Compliance Manual and Guidance

Deliverables:

- ☐ List of stakeholder input and website review meeting summaries
- ☐ Link to new website

Project 3: Technical Assistance**Task 12 – Circuit Rider Program**

Develop Requests for Proposals (RFP) to select technical assistance teams to implement this task. This task will provide technical assistance to DACs including a “circuit rider” element facilitating a Peer to Peer technical service model. It is anticipated that this model will deliver the following forms of technical assistance services:

- Preliminary planning and engineering to upgrade and enhance deteriorating infrastructure

- Assessments of pollution, public health, and water supply threats
- Preliminary project design and feasibility analysis
- Development of funding strategies through grants, loans, and/or rate recovery
- Circuit-rider programs to provide on-site assessments
- Provision of templates and procedures to improve system operations and/or funding requests
- Preparation of applications for funding
- Permitting and environmental review

This task will also consider efforts already underway and ensure coordination with the State Water Resources Control Board's Proposition 1 Technical Assistance program while minimizing duplication of efforts between programs.

Deliverables:

- ☐ RFPs and selection of technical assistance team(s)
- ☐ List of project proponents in need of assistance and documentation of technical assistance provided

Task 13 – Workshops and Trainings

Plan and convene technical assistance workshops targeted towards North Coast DACs and tailored to the geographic region and topics identified through the DAC needs assessment and survey. Approximately 6-10 workshops will be conducted and will provide sessions on technologies and activities relevant to the North Coast, current challenges associated with permitting and environmental compliance, DAC strategies, funding opportunities, integration of NCRP objectives and interactive sessions to determine project priorities of North Coast DACs. This task will also connect service providers to the existing support networks such as Rural Community Assistance Corporation and California Rural Water Association. Workshops will be provided in easily accessible cities/towns and Tribal communities throughout the Funding Area.

Deliverables:

- ☐ Workshop and training schedules, agendas, and materials
- ☐ Workshop training summaries and participant list

Task 14 – Small Community Toolbox Enhancements

The NCRP Small Community Toolbox has been created to provide resources to help with system maintenance, replacement and upgrades, as well as to assist in the project development process. This task will update the existing Toolbox Utility Management Cycle elements and add additional elements that respond to water-related environmental resource management. The need for and nature of new Toolbox elements will be determined during the needs assessment.

Deliverables:

- ☐ Updated and new Toolbox Utility Management Cycle elements

Task 15 – Project Planning, Environmental Documentation or Engineering/Design

Assist disadvantaged communities prepare for future water-related infrastructure and environmental project implementation/construction. Communities with limited resources often need assistance in completing the planning and/or design phase of an implementation project and this task will provide

services of an engineer or other professional contractor to complete these activities with a preference given to qualified local Disadvantaged Business Enterprises.

Deliverables:

- ☐ RFP and selection of engineering contractor
- ☐ List of projects in need of planning and/or design elements

Task 16 – Proposition 1 IRWM Funding Application Assistance

Assist Tribes and disadvantaged communities identify projects that are competitive and responsive to state criteria and requirements, utilizing survey results provided by the needs assessment and in coordination with NCRP staff and Tribal Engagement Coordinator. Assist with the development of project proposals including solicitation of additional support for engineering and other technical elements. This shall include, but not be limited to, compliance with state monitoring protocols and recording requirements, California Environmental Quality Act/National Environmental Policy Act compliance, project assessment and monitoring plan development, economic cost/benefit analysis, engineering review and approval, detailed GIS analysis, and map production. In addition, this task will develop a Grants Compliance Manual to inform project proponents of what will be required of them should they be selected for funding.

Deliverables:

- ☐ List of project proponents in need of assistance, and documentation of their needs
- ☐ Draft Grants Compliance Manual providing details about administration of state funds and what to expect if project proposals are selected for funding
- ☐ Documentation of text, maps, specifications, and other application materials developed on behalf of approved North Coast priority project proponents that require assistance

Task 17: Model and Demonstration Projects

Identify appropriate demonstration projects and innovative programs that reflect the diversity of the region and provide an opportunity to “beta test” the improved Small Community Toolbox, provide real engineering support to providers, and allow for the development of case studies to serve as examples for the North Coast Region. This task will be initiated during Phase 1 and completed during Phase 2.

Deliverables:

- ☐ Preliminary list of model projects and case studies
- ☐ Draft project documents, studies, designs, and plans if available
- ☐ Description of how the Small Community Toolbox could be applied to the model project or case study if known

**EXHIBIT B
PROJECT BUDGET
WEST COAST WATERSHED
FOR FISCAL YEARS 2016-2017 THROUGH 2019-2020**

NCRP DISADVANTAGED COMMUNITY OUTREACH & INVOLVEMENT PROGRAM BUDGET		
PROJECT #	PROJECT TITLE	TOTAL BUDGET
Project 2	NCRP OUTREACH, SUPPORT AND COORDINATION	
NCRP Outreach, Support and coordination will involve tasks including: <ul style="list-style-type: none"> • Community Based Needs Assessment • Disadvantaged Community Interviews • Data Collection and Mapping • Proposition 1 IRWM Plan Updates • NCRP Leadership Support and Coordination • Community Outreach & Engagement • NCRP Website Enhancement 		
Project 2	Subtotal	\$580,200.00
Project 3	TECHNICAL ASSISTANCE	
Technical Assistance will involve tasks including: <ul style="list-style-type: none"> • Local Circuit Rider Technical Assistance Programs • Project Planning, Environmental Documentation, or Engineering/Design • Project IRWM Proposition 1 Funding Application Assistance • Model and Demonstration Projects • Workshops and Trainings • Small Community Toolbox Enhancements 		
Project 3	Subtotal	\$362,640.00
	TOTAL	\$942,840.00

EXHIBIT C – DWR Grant Agreement

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

AGREEMENT NUMBER 4600011773

2016 PROPOSITION 1 INTEGRATED REGIONAL WATER MANAGEMENT (IRWM) DISADVANTAGED COMMUNITY INVOLVEMENT GRANT

CALIFORNIA WATER CODE § 79740 ET SEQ.

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 Humboldt County, a public agency, in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee", which parties do hereby agree as follows:

1. PURPOSE. State shall provide funding from the Water Quality, Supply and Infrastructure Improvement Act of 2014 (Proposition 1) to Grantee to assist in financing a project associated with the North Coast pursuant to Chapter 7 (commencing with §79740) of Division 26.7 of the California Water Code, hereinafter collectively referred to as "IRWM Program." A "project" is defined as a group of activities as set forth in Exhibit A (Work Plan).
2. TERM OF GRANT AGREEMENT. The term of this Grant Agreement begins on the date this Grant Agreement is executed by State, and terminates on April 30, 2020, or when all of the Parties' obligations under this Grant Agreement are fully satisfied, whichever occurs earlier. Execution date is the date the State signs this Grant Agreement.
3. GRANT AMOUNT. The maximum amount payable by the State under this Grant Agreement shall not exceed \$2,650,000.
4. GRANTEE'S RESPONSIBILITY. Grantee and its representatives shall:
 - a) Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Exhibit B (Budget) and Exhibit C (Schedule).
 - 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 Grantee in the application, documents, amendments, and communications filed in support of its request for Water Quality, Supply and Infrastructure Improvement, Act of 2014 financing.
 - c) Comply with all applicable California 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.
5. BASIC CONDITIONS. State shall have no obligation to disburse money for projects under this Grant Agreement until Grantee has satisfied the following conditions (if applicable):
 - a) Grantee must demonstrate the groundwater compliance options set forth on pages 11 and 12 of the IRWM Program Guidelines, dated July 2016 are met.
 - b) Grantee submits deliverables as specified in Paragraph 16 of this Grant Agreement and in Exhibit A.
 - c) Prior to the commencement of construction or implementation activities, Grantee shall submit the following to the State for each project:
 - 1) Final plans and specifications certified by a California Registered Professional (Civil Engineer or Geologist, as appropriate) for the approved project as listed in Exhibit A of this Grant Agreement.

2) Environmental Documentation:

- i) Grantee submits to the State all applicable environmental permits,
- ii) Documents that satisfy the CEQA process are received by the State,
- iii) State has completed its CEQA compliance review as a Responsible Agency, and
- iv) Grantee receives written concurrence from the State of Lead Agency's CEQA documents and State notice of verification of environmental permit submittal.

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

6. DISBURSEMENT OF FUNDS. State will disburse to Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation.
7. ELIGIBLE PROJECT COST. Grantee shall apply State funds only to Eligible Project Costs in accordance with applicable provisions of the law. Work performed on the project after January 22, 2016, shall be eligible for reimbursement.

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

- a) Operation and maintenance costs, Purchase of equipment that is not an integral part of a project.
- b) Establishing a reserve fund.
- c) Purchase of water supply.
- d) Replacement of existing funding sources for ongoing programs.
- e) Support of existing agency requirements and mandates (e.g., punitive regulatory agency requirement).
- f) Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies.
- g) Payment of principal or interest of existing indebtedness or any interest payments unless the debt is incurred after execution of this Grant Agreement, the State agrees in writing to the eligibility of the costs for reimbursement before the debt is incurred, and the purposes for which the debt is incurred are otherwise eligible costs. However, this will only be allowed as Grantee Cost Share (i.e., Funding Match).
- h) Payment of stipends
- i) Application preparation costs for other funding opportunities not consistent with IRWM.
- j) Meals not directly related to travel.
- k) Acquisition of real property (land or easements).
- l) Overhead not directly related to the project.

8. METHOD OF PAYMENT.

- a) **Reimbursement** – Submit a copy of invoice for costs incurred and supporting documentation to the DWR Project Manager via Grant Review and Tracking System (GRanTS). Additionally, the original invoice form with signature and date (in ink) of Grantee's Project Representative, as indicated on page 10 of this Grant Agreement, must be sent to the DWR Project Manager for approval. Invoices submitted via GRanTS shall include the following information:
- 1) Costs incurred for work performed during the period identified in the particular invoice.
 - 2) Invoices shall be submitted on forms provided by State and shall meet the following format requirements:
 - i) Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - ii) Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B. 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) Sufficient evidence (e.g., receipts, copies of checks, time sheets) as determined by the State must be provided for all costs included in the invoice.
 - iv) DWR Project Manager will notify Grantee, in a timely manner, when, upon review of an invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or are not supported by documentation or receipts acceptable to State. Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to State to cure such deficiency(ies). After the disbursement requirements in Paragraph 5 "Basic Conditions" are met, State will disburse the whole or portions of State funding to Grantee, following receipt from Grantee via U.S. mail or Express mail delivery of a "wet signature" invoice for costs incurred, and timely Quarterly Progress Reports as required by Paragraph 16 "Submission of Reports." Payment will be made no more frequently than monthly, in arrears, upon receipt of an invoice bearing the Grant Agreement number.
- b) **Advanced Payment** – Water Code § 10551 authorizes advance payment by State for projects which are sponsored by a nonprofit organization; a disadvantaged community (DAC); or, the proponent of a project that benefits a DAC. If these projects are awarded less than \$1,000,000 in grant funds, the project proponent may receive an advanced payment of 50% of the grant award; the remaining 50% of the grant award will be reimbursed in arrears. Within 90 calendar days of execution of the Grant Agreement, the Grantee shall provide DWR an Advanced Payment Request. The Advanced Payment Request must contain the following:
- 1) Documentation demonstrating that each Local Project Sponsor was notified about their eligibility to receive an advanced payment and a response from the Local Project Sponsor stating whether it wishes to receive the advanced payment or not, if applicable.
 - 2) If the Grantee or Local Project Sponsor is requesting the advanced payment, the request must also include:
 - i) A funding plan which shows how the advanced funds will be expended within 18 months of this Grant Agreement's execution. (i.e., for what, how much, and when)
 - ii) A discussion of the Grantee or Local Project Sponsor's financial capacity to complete the project once the advance funds have been expended.

- 3) If a Grantee or Local Project Sponsor is requesting advanced payment, Grantee shall also submit a single Advance Payment invoice, containing the request for each qualified project, to the DWR Project Manager with signature and date (in ink) of Grantee's Project Representative, as indicated on page 10 of this Agreement. The Grantee shall be responsible for the timely distribution of the advanced funds to the individual Local Project Sponsors. Within 60 calendar days of receiving the Advanced Payment invoice and subject to the availability of funds, State will authorize payment of the advanced funds sought of 50% of the grant award for the qualified project(s).

The Advance Payment Invoice shall be submitted on forms provided by State and shall meet the following format requirements:

- i) Invoice must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - ii) Invoice must be itemized based on the categories (i.e., tasks) specified in Exhibit B.
 - iii) DWR Project Manager will notify Grantee, in a timely manner, when, upon review of an Advance Payment Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs. Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). After the disbursement requirements in Paragraph 5 "Basic Conditions" (5a and 5b) only) are met, State will disburse the whole or portions of State funding to Grantee, following receipt from Grantee via US mail or Express mail delivery of a "wet signature" invoice for costs incurred, including Cost Share, and timely Progress Reports as required by Paragraph 16 "Submission of Reports."
- 4) On a quarterly basis, the Grantee will submit an Accountability Report to DWR that demonstrates how actual expenditures compare with the scheduled budget. The Accountability Report shall include the following information:
- i) An itemization of how advanced funds have been expended to date (Expenditure Summary), including documentation that supports the expenditures (e.g., contractor invoices, receipts, personnel hours, etc.). Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B.
 - ii) A funding plan which shows how the remaining advanced funds will be expended.
 - iii) Documentation that the funds were placed in a non-interest bearing account, including the dates of deposits and withdrawals from that account.

DWR Project Manager will notify Grantee, in a timely manner, when, upon review of the Expenditure Summary, the State determines that any portion or portions of the expenditures claimed are not eligible costs. Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). If costs are not consistent with the tasks in Exhibit B, the State will reject the claim and remove them from the Expenditure Summary.

Once Grantee has expended all advanced funds, then the method of payment will revert to the reimbursement process specified in Paragraph 8a) and any remaining requirements of Paragraph 5.

9. REPAYMENT OF ADVANCES. State may demand repayment from Grantee of all or any portion of the advanced State funding along with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by State and take any other action that it deems necessary to protect its interests for the following conditions:

- a) A project is not being implemented in accordance with the provisions of this Grant Agreement.
- b) Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if Grantee does not remedy any such failure to State's satisfaction.

Repayment amounts may also include:

- c) Advance funds which have not been expended within 18 months of the Grant Agreement's execution by the Local Project Sponsor.
- d) Actual costs incurred are not consistent with the Exhibit A (Work Plan) activities, not supported, or are ineligible.
- e) At the completion of the project, the funds have not been expended.

For conditions 12 c) and 12 d), repayment may consist of deducting the amount from future reimbursement invoices.

State may consider Grantee's refusal to repay the requested advanced amount a substantial breach of this Grant Agreement subject to the default provisions in Paragraph 11, "Default Provisions." If State notifies Grantee of its decision to demand repayment or withhold the entire funding amount from Grantee pursuant to this paragraph, this Grant Agreement shall terminate upon receipt of such notice by 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.

10. WITHHOLDING OF DISBURSEMENTS BY STATE. If State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if Grantee does not remedy any such failure to State's satisfaction, State may withhold from Grantee all or any portion of the 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 State notifies Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 11, 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 State. State may consider Grantee's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 11, "Default Provisions." If State notifies Grantee of its decision to withhold the entire funding amount from Grantee pursuant to this paragraph, this Grant Agreement shall terminate upon receipt of such notice by Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.
11. DEFAULT PROVISIONS. Grantee and any Local Project Sponsor receiving grant funding through this Grant Agreement will be in default under this Grant Agreement if any of the following occur:
- a) Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between Grantee and State evidencing or securing Grantee's obligations.
 - b) Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement.
 - c) Failure to operate or maintain project(s) in accordance with this Grant Agreement (Paragraph 17).
 - d) Failure to make any remittance required by this Grant Agreement.

- e) Failure to comply with Labor Compliance Program requirements (Paragraph 15).
- f) Failure to submit timely progress reports.
- g) Failure to routinely invoice State.
- h) Failure to meet any of the requirements set forth in Paragraph 12, "Continuing Eligibility."

Should an event of default occur, State shall provide a notice of default to the Grantee and shall give 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, State may do any of the following:

- 1) Declare the funding be immediately repaid, with interest, at the California general obligation bond interest rate at the time the State notifies the Grantee of the default.
- 2) Terminate any obligation to make future payments to Grantee.
- 3) Terminate the Grant Agreement.
- 4) Take any other action that it deems necessary to protect its interests.

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

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

- a) An urban water supplier that receives grant funds governed by this Grant Agreement shall maintain compliance with the Urban Water Management Planning (UWMP) Act (Water Code § 10610 et seq.) and Sustainable Water Use and Demand Reduction, Part 2.55 of Division 6 (Water Code § 10608 et seq.) by doing the following:
 - 1) Have submitted their 2015 UWMP and had it deemed consistent by DWR. For more information, visit the following website:
<http://www.water.ca.gov/urbanwatermanagement>.
 - 2) By July 1, 2016, all urban water suppliers must have submitted documentation that demonstrates they are meeting the 2015 interim GPCD target. If not meeting the interim target, also include a schedule, financing plan, and budget for achieving the gallons per capita per day (GPCD) target, as required pursuant to Water Code § 10608.24. Starting June 30, 2017, those urban water suppliers that did not meet their 2015 GPCD target must also submit, by June 30, annual reports that include a schedule, financing plan, and budget for achieving the GPCD target (Water Code § 10608.24).
- b) An agricultural water supplier receiving grant funding must:
 - 1) Comply with Sustainable Water Use and Demand Reduction requirements outlined in Part 2.55 (commencing with § 10608) of Division 6 of the Water Code.
 - 2) Have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR. For more information, visit the following website:
<http://www.water.ca.gov/wateruseefficiency/agricultural/agmgmt.cfm>.
- c) Grantees diverting surface water must maintain compliance with diversion reporting requirements as outlined in Part 5.1 of Division 2 of the Water Code.

- d) Grantee and Local Project Sponsors must demonstrate compliance with the groundwater compliance options set forth on pages 11 and 12 of the 2016 IRWM Program Guidelines, dated July 2016.
 - e) Grantee and Local Project Sponsors 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 §10920 and the CASGEM Program.
13. PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS. Grantee shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental, procurement, and safety laws, rules, regulations, and ordinances. Grantee shall provide copies of permits and approvals to State.
14. RELATIONSHIP OF PARTIES. Grantee is solely responsible for design, construction, and operation and maintenance of project within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Grant Agreement.
15. LABOR 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>.
16. SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to State. If requested, Grantee shall promptly provide any additional information deemed necessary by State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit G. 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 Final Report is a requirement for the release of any funds retained for such project.
- a) Progress Reports: Grantee shall submit progress reports quarterly to meet the State's requirement for disbursement of funds. The progress reports shall be sent via e-mail to the State's Project Manager and shall be uploaded into GRanTS at the frequency specified in Exhibit C (Schedule). The progress reports shall provide a brief description of the work performed during the reporting period including: Grantee's activities, milestones achieved, any accomplishments, and any problems encountered in the performance of the work under this Agreement.
 - b) Accountability Report: Grantee shall submit, on a quarterly basis, an Accountability Report by individual Local Project Sponsor (if applicable) that at a minimum:
 - 1) Includes an itemization of how advanced funds have been expended to date (Expenditure Summary), including documentation that supports the expenditures (e.g. contractor invoices, receipts, personnel hours, etc.). Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B.

- 2) Includes a funding plan which shows how the remaining advanced funds will be expended.
 - 3) Provides an accounting of distribution of the advanced funds to the appropriate Local Project Sponsor (if applicable).
 - 4) Documents that the funds were spent on eligible reimbursable costs.
 - 5) Documentation that the funds were placed in a non-interest bearing account, including the dates of deposits and withdrawals from that account.
- c) Final Report: Upon completion of the project included in Exhibit A, Grantee shall submit to State a Final Grant Completion Report. The Final Completion Report shall be submitted within ninety (90) calendar days of project completion. The Final Grant Completion Report shall include a stakeholder summary; description of involvement activities and the projects developed from those activities; discussion of findings from the needs assessment, identification of ongoing barriers, and recommendations for future activities; and a list of references. Retention will not be disbursed until the Final Grant Completion Report is submitted to and approved by the State.
- d) Post-Performance Reports: Grantee shall submit Post-Performance Reports, if applicable. Post-Performance Reports shall be submitted to State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of 10 years after the completed project(s) begins operation.

17. OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by State, Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. Grantee or their successors may, with the written approval of State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses; and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of Grantee to ensure operation and maintenance of the project in accordance with this provision may, at the option of State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 11, "Default Provisions."

18. STATEWIDE MONITORING REQUIREMENTS. Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Part 2.76 (commencing with § 10780) of Division 6 of California Water Code) and, where applicable, that projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board. See Exhibit H (Requirements for Statewide Monitoring and

Data Submittal), for web links and information regarding other State monitoring and data reporting requirements.

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

- a) Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to State and State has given written approval for such change. Substantial changes generally include changes to the work plan, 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 State's representatives. Grantee shall make such notification at least 14 calendar days prior to the event.
- c) Final inspection of the completed work on a project by a California Registered Professional (Civil Engineer or Geologist, as appropriate), in accordance with Standard Condition D.19 in Exhibit D. Grantee shall notify the State's Project Manager of the inspection date at least 14 calendar days prior to the inspection in order to provide State the opportunity to participate in the inspection.

20. 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.

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 set forth in Paragraph 22. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

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

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

Department of Water Resources

Humboldt County

Arthur Hinojosa
Chief, Division of IRWM
P.O. Box 942836
Sacramento CA 94236-0001
Phone: (916) 653-4736
e-mail: arthur.hinojosa@water.ca.gov

Thomas K. Mattson
Director, Public Works Department
1106 Second Street
Eureka CA 95501
Phone: (707) 445-7741
e-mail: tmattson@co.humboldt.ca.us

Direct all inquiries to the Project Manager:

Department of Water Resources
Kelsey Vella
Division of Integrated Regional Water
Management
P.O. Box 942836
Sacramento CA 94236-0001
Phone: (916) 651-9265
e-mail: kelsey.vella@water.ca.gov

Humboldt County
Cybelle Immitt
Senior Planner
1106 Second Street
Eureka CA 95501
Phone: (707) 267-9542
e-mail: cimmitt@co.humboldt.ca.us

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

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

Exhibit A – Work Plan
Exhibit B – Budget
Exhibit C – Schedule
Exhibit D – Standard Conditions
Exhibit E – Authorizing Resolution
Exhibit F – Report Formats and Requirements
Exhibit G – Requirements for Statewide Monitoring and Data Submittal
Exhibit H – State Audit Document Requirements for Grantees

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

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES



Arthur Hinojosa, P.E., Chief
Division of Integrated Regional Water
Management

Date 4/20/17

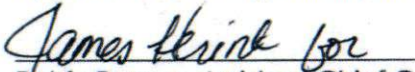
HUMBOLDT COUNTY



Thomas K. Mattson, Director
Public Works Department

Date 3/28/17

Approved as to Legal Form and Sufficiency



Robin Brewer, Assistant Chief Counsel
Office of Chief Counsel

Date 4-19-17

EXHIBIT A
WORK PLAN

This Agreement includes the first phase of outreach, support, and coordination activities coupled with technical assistance to reach the greatest number of stakeholders and Tribes; and address the breadth of water management, socio-economic, and environmental issues facing the North Coast Funding Area (Funding Area). It is anticipated that a second phase of work (Phase 2), will be added to this Agreement via an amendment in early 2019.

Project 1: Grant Administration

Task 1 – Agreement Administration

Grantee will respond to DWR's reporting and compliance requirements associated with the grant administration.

Task 2 – (Phase 2) Meeting

As the Grantee is working to implement this Agreement, coordinate with DWR to discuss potential amendments for this Agreement to implement Phase 2. This will allow the utilization of the Contingent grant funds in order to implement Phase 2 activities.

Task 3 – Invoicing

The Grantee will be responsible for compiling invoices for submittal to DWR. This includes collecting invoice documentation from each of the activities and compiling the information into a DWR Invoice Packet.

Task 4 – Progress Reports and Final Report

The Grantee will be responsible for compiling progress reports and final report for submittal to DWR. Reports will meet the requirements for reporting outlined in Exhibit G of this Agreement.

Deliverables:

- ☐ Executed Agreement
- ☐ Invoices and associated backup documentation
- ☐ Progress Reports
- ☐ Final Report

Project 2: Outreach, Support, and Coordination

Task 5 – Needs Assessment

Conduct a Funding Area-wide needs assessment of Disadvantaged Community (DAC) water management needs and information gaps to evaluate DAC involvement in IRWM planning efforts, utilizing the DWR Needs Assessment template and building off of existing needs assessment efforts. Incorporate on-the-ground, local knowledge and best practices or strategies from other regional efforts. The needs assessment will build on previously used DAC surveys to determine the technical, managerial, and financial needs, and project priorities for Tribes and DAC water service providers in the Funding Area. An existing contact list will be updated and the DAC survey will be analyzed and spatially referenced to determine which service providers did not respond to the original survey. A survey will be circulated to approximately 30 Tribes, 7 counties, 30 DACs, 300 water service providers, and 20 other entities serving DACs in the Funding Area. A special effort will be made to follow up and determine the best mechanism to obtain responses from small DAC service providers.

Deliverables:

- ☐ Final needs assessment survey

- ☐ Draft and Final needs assessment summary and synthesis of survey data and stakeholder input

Task 6 – Interviews

Perform approximately 60-80 interviews of the North Coast Resource Partnership Policy (NCRP) Review Panel (PRP), Technical Peer Review Committee (TPRC), project proponents and Funding Area stakeholders in Tribal and DACs to evaluate the IRWM planning process, Funding Area objectives, community needs, opportunity for balanced participation, and identification of relevant trends including involvement in local Sustainable Groundwater Management planning efforts.

Deliverables:

- ☐ Contact list of Tribes and DACs involved in interviews
- ☐ List of interview questions

Task 7 – Data Collection and Mapping

Collect and develop data and Geographic Information System (GIS) layers including, but not limited to, locations of Tribal and DAC water systems with drinking water or wastewater impediments; water borne public health issues; storm/flood water management; groundwater monitoring; opportunities for water conservation or recycling; climate change impacts; and land uses that impact water quality.

Deliverables:

- ☐ Final DVD of Tribal and DAC geospatial data and metadata

Task 8 – Proposition 1 IRWM Plan Updates

Research, document, and develop amended North Coast IRWM (NCIRWM) Plan sections to comply with new Proposition 1 IRWM Plan Standards as set forth in the 2016 IRWM Guidelines. Documentation of nitrate, arsenic, perchlorate, or hexavalent chromium contamination in DACs will be one focus of this effort and will include a description of the location, extent, and impacts of the contamination, as well as any actions undertaken to address the contamination. Another focus will be the integration of flood and stormwater management into the NCIRWMP. This task would involve working with local DACs and Tribal agencies to ensure that local flood and stormwater management plans are integrated into the NCIRWMP. Evaluate the existing NCIRWM Plan and identify gaps that exist with regard to North Coast Tribal issues and concerns. In coordination with PRP and TPRC Tribal representatives and members, develop proposed amendments, chapters, reports, fact-sheets, etc. to respond to data gaps for inclusion in the updated NCIRWM Plan.

Deliverables:

- ☐ List of relevant scientific reports and guidance documents
- ☐ Draft and Final updated NCIRWM Plan sections

Task 9 - NCRP Leadership Support and Coordination

This task includes input and oversight from the NCRP PRP, technical evaluation by the TPRC, and input from stakeholders in the Funding Area to support the ongoing development and refinement of the NCRP Plan and DAC and Tribal oriented processes, including evaluating and updating planning objectives and resources management strategies and the integration thereof; evaluating and updating plan performance, technical information, data management and monitoring approaches; highlighting and celebrating successful achievement of objectives; evaluating and updating the water quality/water supply needs in disadvantaged and Tribal communities in the Funding Area; and identifying and prioritizing integrated projects that have multiple benefits and that benefit DACs. This task will allow for the continued coordination and convening of quarterly meetings. All meetings will

be noticed, open to the public and encourage stakeholder participation in the process. This task also includes the coordination of annual North Coast Tribal meetings and other activities to facilitate a nomination and voting process to select new Tribal PRP and TPRC representatives. Develop and distribute meeting agendas and invitations, conduct phone call invitations, set up meeting venues, develop presentations, host conference calls to prepare for the annual meeting, facilitate meetings and summarize meeting information. In addition, ongoing general support of Tribal representatives performed by the Tribal Engagement Coordinator will include developing and distributing meeting materials, hosting conference calls and summarizing meeting information. Coordinate participation of NCRP Tribal PRP & TPRC representatives in meetings, workshops, and other events not directly related to the NCRP, but deemed relevant by the PRP (e.g., DWR and other agency meetings) and in alignment with NCRP goals and objectives.

Deliverables:

- ☐ Agendas and meeting materials for NCRP Quarterly meetings and Tribal Representative meetings
- ☐ Documentation of PRP Decisions, listing of new PRP TPRC representatives, PRP direction and future actions
- ☐ Documentation of revised NCRP Objectives
- ☐ Documentation of revised NCRP planning processes including project review, prioritization, and inclusion processes
- ☐ Materials developed to showcase projects and activities that met program objectives such as posters
- ☐ Documentation of updated metrics to measure the extent to which the objectives are being met

Task 10 – Outreach and Engagement

Conduct outreach and provide opportunities, including targeted outreach, for stakeholders, DACs, and Tribal entities to engage in the NCRP processes. Hold approximately 5-10 stakeholder meetings/workshops throughout the Funding Area to provide information regarding IRWM statewide priorities and technical assistance as it pertains to Proposition 1 IRWM and other funding opportunities; to obtain input from partners and interested public regarding NCRP Plan revisions and enhancements; and to identify issues of concern and project priorities. Provide regular updates and solicit input via the website and e-mail to all interested parties regarding NCRP issues, data, revisions, enhancements and project priorities.

Provide funding of a Tribal Engagement Coordinator to provide effective outreach; collect data; facilitate the NCRP Tribal Representation Process; support NCRP PRP and TPRC Representatives; and share information with North Coast Tribes. The Tribal Engagement Coordinator will work with NCRP staff and Tribal Representatives to provide grant writing support and technical assistance that is relevant to the needs of the North Coast Tribes and aligns with the goals and objectives of the NCRP. Establish and maintain ongoing communication with representatives from each interested Tribe in the North Coast Funding Area as defined by the NCRP Memorandum of Mutual Understandings, Tribal Representation Process. This includes representatives as designated by their perspective Tribal Councils.

Deliverables:

- ☐ Contact List
- ☐ Meeting and workshop agendas and materials
- ☐ Meeting and workshop summaries including a listing of direction and future actions

Task 11 – NCRP Website Enhancement

Enhance the NCRP Website and web-based tools for increased information sharing, identification of priorities for the Funding Area, and DAC participation in project development. This task will identify website enhancements to improve Tribal and DAC inclusion and participation by meeting with the DACs and their representatives and hiring DAC representatives as consultants to support the development of website elements. It is anticipated that the web-based tools development will include the following:

- Improved Interactive Mapping with links to project information
- Implementation Project & Plan Upload to allow stakeholders to upload project proposals or local plans via the website
- Small Community Toolbox to provide resources and references that allow small communities to approach the management and improvement of grey and green infrastructure in a systematic fashion
- Website updates including upcoming calendar events and funding opportunities
- North Coast Tribal Engagement and Resources web pages
- Model Planning & Policy Toolkit to inform communities about effective or innovative management strategies
- Plan Performance and Project Benefit Dashboard
- IRWM Grants Compliance Manual and Guidance

Deliverables:

- ☐ List of stakeholder input and website review meeting summaries
- ☐ Link to new website

Project 3: Technical Assistance**Task 12 – Circuit Rider Program**

Develop Requests for Proposals (RFP) to select technical assistance teams to implement this task. This task will provide technical assistance to Tribal communities and DACs including a "circuit rider" element facilitating a Peer to Peer technical service model. It is anticipated that this model will deliver the following forms of technical assistance services:

- Preliminary planning and engineering to upgrade and enhance deteriorating infrastructure
- Assessments of pollution, public health, and water supply threats
- Preliminary project design and feasibility analysis
- Development of funding strategies through grants, loans, and/or rate recovery
- Circuit-rider programs to provide on-site assessments
- Provision of templates and procedures to improve system operations and/or funding requests
- Preparation of applications for funding
- Permitting and environmental review

This task will also consider efforts already underway and ensure coordination with the State Water Resources Control Board's Proposition 1 Technical Assistance program while minimizing duplication of efforts between programs.

Deliverables:

- ☐ RFPs and selection of technical assistance team(s)

- ☐ List of project proponents in need of assistance and documentation of technical assistance provided

Task 13 – Workshops and Trainings

Plan and convene technical assistance workshops targeted towards North Coast Tribes and DACs and tailored to the geographic region and topics identified through the DAC needs assessment and survey. Approximately 6-10 workshops will be conducted and will provide sessions on technologies and activities relevant to the North Coast, current challenges associated with permitting and environmental compliance, Tribal and DAC strategies, funding opportunities, integration of NCRP objectives and interactive sessions to determine project priorities of North Coast Tribal and DACs. This task will also connect service providers to the existing support networks such as Rural Community Assistance Corporation and California Rural Water Association. In addition, this task will involve training for Humboldt County and NCRP staff, and the Tribal Engagement Coordinator to enhance their capacity to support Tribes and DACs with grant application development and project administration and implementation. Workshops will be provided in easily accessible cities/towns and Tribal communities throughout the Funding Area.

Deliverables:

- ☐ Workshop and training schedules, agendas, and materials
- ☐ Workshop training summaries and participant list

Task 14 – Small Community Toolbox Enhancements

The NCRP Small Community Toolbox has been created to provide resources to help with system maintenance, replacement and upgrades, as well as to assist in the project development process. This task will update the existing Toolbox Utility Management Cycle elements and add additional elements that respond to water-related environmental resource management. The need for and nature of new Toolbox elements will be determined during the needs assessment.

Deliverables:

- ☐ Updated and new Toolbox Utility Management Cycle elements

Task 15 – Project Planning, Environmental Documentation or Engineering/Design

Assist Tribal and disadvantaged communities prepare for future water-related infrastructure and environmental project implementation/construction. Communities with limited resources often need assistance in completing the planning and/or design phase of an implementation project and this task will provide services of an engineer or other professional contractor to complete these activities with a preference given to qualified local Disadvantaged Business Enterprises.

Deliverables:

- ☐ RFP and selection of engineering contractor
- ☐ List of projects in need of planning and/or design elements

Task 16 – Proposition 1 IRWM Funding Application Assistance

Assist Tribes and disadvantaged communities identify projects that are competitive and responsive to state criteria and requirements, utilizing survey results provided by the needs assessment and in coordination with NCRP staff and Tribal Engagement Coordinator. Assist with the development of project proposals including solicitation of additional support for engineering and other technical elements. This shall include, but not be limited to, compliance with state monitoring protocols and recording requirements, California Environmental Quality Act/National Environmental Policy Act compliance, project assessment and monitoring plan development, economic cost/benefit analysis, engineering review and approval, detailed GIS analysis, and map production. In addition, this task will develop a Grants Compliance Manual to inform project proponents of what will be required of

them should they be selected for funding. The Grants Compliance Manual will provide examples of Tribal contracts including providing templates, tools and examples of contracting approaches and alternative funding mechanisms adopted by various Tribes in the state.

Deliverables:

- ☐ List of project proponents in need of assistance, and documentation of their needs
- ☐ Draft Grants Compliance Manual providing details about administration of state funds and what to expect if project proposals are selected for funding

Documentation of text, maps, specifications, and other application materials developed on behalf of approved North Coast priority project proponents that require assistance

Task 17: Model and Demonstration Projects

Identify appropriate demonstration projects and innovative programs that reflect the diversity of the region and provide an opportunity to "beta test" the improved Small Community Toolbox, provide real engineering support to providers, and allow for the development of case studies to serve as examples for the North Coast Region.

Deliverables:

- ☐ Prioritized list of model projects and case studies
- ☐ Project documents, studies, designs, and plans
- ☐ Documentation of how the Small Community Toolbox was applied to the model project or case study

Phase 2 (Contingent):

This Agreement includes Contingent (Phase 2) grant funds for a second set of tasks anticipated to implement activities set forth in the summaries and results of Phase 1 outreach and involvement efforts; and to conduct technical assistance to produce implementation-ready projects. In the event that this Agreement is not amended by the termination date set forth in Paragraph 2, the Contingent grant funds and any other remaining grant funds shall be disencumbered and unavailable for further use under this Grant Agreement.

Deliverables:

- ☐ Proposed Agreement Amendment: In order to utilize the Contingent grant funds, Exhibits A (Work Plan), B (Budget), and C (Schedule) of the Agreement will need to be amended.

EXHIBIT B
BUDGET

Activity	Grant Amount		Total
	Grant	Contingent	
Project 1: Grant Administration	\$132,000		\$132,000
Project 2: Outreach, Support, and Coordination	\$937,418		\$937,418
Project 3: Technical Assistance	\$931,016		\$931,016
Contingent (Phase 2)		\$649,566	\$649,566
TOTAL	\$ 2,000,434	\$649,566	\$ 2,650,000

EXHIBIT C
SCHEDULE

Activity	Start Date	End Date
Project 1: Grant Administration	Apr-17	Dec-18
Task 1: Agreement Administration	Apr-17	Dec-18
Task 2: Contingency Meeting	Jun-18	Dec-18
Task 3: Invoicing	Sept-17	Dec-18
Task 4: Progress Reports and Final Completion Report	Sept-17	Dec-18
Project 2: Outreach, Support, and Coordination	July-17	Dec-18
Task 5: Needs Assessment	July-17	Jun-18
Task 6: Tribal and DAC Interviews	Sept-17	Dec-18
Task 7: Data Collection and Mapping	Aug-17	Dec-18
Task 8: Proposition 1 IRWM Plan Updates	Aug-17	Dec-18
Task 9: NCRP Leadership Support and Coordination	July-17	Dec-18
Task 10: Outreach and Engagement	July-17	Dec-18
Task 11: NCRP Website Enhancement	Sept-17	Jan-18
Project 3: Technical Assistance	Aug-17	Dec-18
Task 12: Circuit Rider Program	Aug-17	Dec-18
Task 13: Workshops and Trainings	Nov-17	Dec-18
Task 14: Small Community Toolbox Enhancements	Nov-17	Dec-18
Task 15: Project Planning, Environmental Documentation, or Engineering/Design	July-18	Dec-18
Task 16: Proposition 1 IRWM Funding Application Assistance	July-18	Dec-18
Task 17: Model and Demonstration Projects	July-18	Dec-18
Contingent (Phase 2)	Jan-19	Apr-20

EXHIBIT D
STANDARD CONDITIONS

D.1) ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:

- a) **Separate Accounting of Funding Disbursements and Records:** Grantee shall account for the money disbursed pursuant to this Grant Agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts and disbursements of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
- b) **Fiscal Management Systems and Accounting Standards:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law or this Grant Agreement.
- c) **Disposition of Money Disbursed:** All money disbursed pursuant to this Grant Agreement shall be deposited, administered, and accounted for pursuant to the provisions of applicable law and be placed in a non-interest bearing account.
- d) **Remittance of Unexpended Funds:** Grantee shall remit to State any unexpended funds that were disbursed to 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 State to Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant Agreement, whichever comes first.

D.2) ACKNOWLEDGEMENT OF CREDIT: Grantee shall include appropriate acknowledgement of credit to the State and to all cost-sharing partners for their support when promoting the Project or using any data and/or information developed under this Grant Agreement. During construction of the project, Grantee shall install a sign at a prominent location, which shall include a statement that the project is financed under Water Quality, Supply and Infrastructure Improvement Act of 2014, administered by State of California, Department of Water Resources. Grantee shall notify State that the sign has been erected by providing them with a site map with the sign location noted and a photograph of the sign.

D.3) AIR OR WATER POLLUTION VIOLATION: Under State laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to §13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

D.4) 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. State shall have no obligation to agree to an amendment.

- D.5) **AMERICANS WITH DISABILITIES ACT:** By signing this Grant Agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
- D.6) **APPROVAL:** This Agreement is of no force or effect until signed by all parties to the agreement. Grantee may not submit invoices or receive payment until all required signatures have been obtained.
- D.7) **AUDITS:** State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of Project, with the costs of such audit borne by State. After completion of the Project, State may require Grantee to conduct a final audit to State's specifications, at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may elect to pursue any remedies provided in Paragraph 11 or take any other action it deems necessary to protect its interests.

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

- D.8) **BUDGET CONTINGENCY:** If the Budget Act of the current year covered under this Grant Agreement does not appropriate sufficient funds for the Proposition 1 Implementation Grant Program, this Grant Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Grant Agreement. In this event, State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement. Nothing in this Grant Agreement shall be construed to provide 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, State shall have the option to either cancel this Grant Agreement with no liability occurring to State, or offer a Grant Agreement amendment to Grantee to reflect the reduced amount.
- D.9) **CALIFORNIA CONSERVATION CORPS:** As required in Water Code §79038(b), Grantee shall examine the feasibility of using the California Conservation Corps or community conservation corps to accomplish the habitat restoration, enhancement and protection activities listed in the Exhibit A, Work Plan, and shall use the services of one of these organizations whenever feasible.
- D.10) **CEQA:** Activities funded under this Grant Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA) (Public Resources Code §21000 et seq.). Information on CEQA may be found at the following links:

Environmental Information: <http://resources.ca.gov/ceqa/>

California State Clearinghouse Handbook:

https://www.opr.ca.gov/docs/SCH_Handbook_2012.pdf

- D.11) CHILD SUPPORT COMPLIANCE ACT:** For any Grant Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code §7110, that:
- a) The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with §5200) of Part 5 of Division 9 of the Family Code; and
 - b) The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.12) 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 State's Project Manager, within thirty (30) calendar days of the Grantee's knowledge of the claim. State and 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.13) COMPETITIVE BIDDING AND PROCUREMENTS:** Grantee shall comply with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations in Grantee's contracts with other entities for acquisition of goods and services and construction of public works with funds provided by State under this Grant Agreement.
- D.14) COMPUTER SOFTWARE:** 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.15) 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, §1090 and Public Contract Code, §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, Government Code §87100 et seq.
- d) Employees and Consultants to the Grantee: Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.

D.16) DELIVERY OF INFORMATION, REPORTS, AND DATA: Grantee agrees to expeditiously provide throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by State.

D.17) DISPOSITION OF EQUIPMENT: Grantee shall provide to State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.

D.18) DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance: By signing this Grant Agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code §8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

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

D.19) FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL: Upon completion of the Project, Grantee shall provide for a final inspection and certification by the appropriate registered professional (California Registered Civil Engineer or 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. Grantee shall notify the State's Project Manager of the inspection date at least 14 calendar days prior to the inspection in order to provide State the opportunity to participate in the inspection.

- D.20) GRANTEE COMMITMENTS:** Grantee accepts and agrees to comply with all terms, provisions, conditions and commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
- D.21) GRANTEE NAME CHANGE:** Approval of the State's Program Manager is required to change the Grantee's name as listed on this Grant Agreement. Upon receipt of legal documentation of the name change the State will process an amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
- D.22) GOVERNING LAW:** This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.23) INDEMNIFICATION:** Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insured on their liability insurance for activities undertaken pursuant to this Agreement.
- D.24) INDEPENDENT CAPACITY:** Grantee, and the agents and employees of 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.25) 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 Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.
- D.26) INSPECTIONS OF PROJECT BY STATE:** 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 Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with State.
- D.27) INVOICE DISPUTES:** In the event of an invoice dispute, payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided may result in return of the invoice to the Grantee. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. Any claim that Grantee may have regarding the performance of this Grant Agreement including, but not limited to claims for additional compensation or extension of time, shall be submitted to the DWR Project Manager within thirty (30) calendar days of

Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to the Grant Agreement to implement the terms of any such resolution.

- D.28) NONDISCRIMINATION:** During the performance of this Grant Agreement, 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. 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. Grantee and its contractors or subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code §12990 (a-f) *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, §7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. 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.

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

- D.29) NO DISCRIMINATION AGAINST DOMESTIC PARTNERS:** For contracts over \$100,000 executed or amended after January 1, 2007, the Grantee certifies by signing this Grant Agreement, under penalty of perjury under the laws of State of California that Grantee is in compliance with Public Contract Code §10295.3.
- D.30) 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.31) PERFORMANCE AND ASSURANCES:** Grantee agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in Exhibit A (Work Plan) and to apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law.
- D.32) 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 §11200 in accordance with Public Contract Code §10353.
- D.33) 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 Grantee's service of water, without prior permission of State. 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 Grantee to meet its obligations under this Grant Agreement, without prior written permission of

State, State may require that the proceeds from the disposition of any real or personal property be remitted to State.

- 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:** Notwithstanding any other provision of this Grant Agreement, State shall, for each project, withhold five percent (5.0%) until January 1, 2018 and ten percent (10.0%), thereafter, of the funds requested by Grantee for reimbursement of Eligible Costs. Each project in this Grant Agreement will be eligible to release its respective retention when that project is completed and Grantee has met requirements of Paragraph 16, "Submissions of Reports", except in the case of the last project to be completed under this Grant Agreement, in which case retention for such project will not be disbursed until the "Final Report" is submitted to and approved by State. State shall disburse retained funds to the Grantee.
- D.36) RIGHTS IN DATA:** 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., Government Code §6250 et seq. 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 State for financial support. 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) STATE REVIEWS:** The parties agree that review or approval of project applications, documents, permits, plans, and specifications or other project information by the State is for administrative purposes only and does not relieve the Grantee of their responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the project.
- D.39) SUSPENSION OF PAYMENTS:** This Grant Agreement may be subject to suspension of payments or termination, or both, and Grantee may be subject to debarment if the State determines that:
- a) Grantee, its contractors, or subcontractors have made a false certification, or
 - b) Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant Agreement.
- D.40) SUCCESSORS AND ASSIGNS:** This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.41) TERMINATION BY GRANTEE:** Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing

so, Grantee must provide a reason(s) for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date.

- D.42) **TERMINATION FOR CAUSE:** Subject to the right to cure under Paragraph 10, the State may terminate this Grant Agreement and be relieved of any payments should 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 11.
- D.43) **TERMINATION WITHOUT CAUSE:** The State may terminate this Grant Agreement without cause on 30 calendar days advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.44) **THIRD PARTY BENEFICIARIES:** The parties to this Grant Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.45) **TIMELINESS:** Time is of the essence in this Grant Agreement.
- D.46) **TRAVEL:** Travel includes the reasonable and necessary costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Agreement. Travel and per diem expenses to be reimbursed under this Agreement shall be at the same rates the State provides for unrepresented employees in accordance with the provisions of Title 2, Chapter 3, of the California Code of Regulations and shall be reimbursed consistent with the rates current at the time of travel. These rates are published at: <http://www.calhr.ca.gov/employees/Pages/travel-meals.aspx>, or its successor website. For the purpose of computing such expenses, Grantee's designated headquarters shall be: 1106 Second Street, Eureka CA 95501. No travel outside the Funding Area shall be reimbursed unless prior written authorization is obtained from the State's Project Manager.
- 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.
- D.49) **WORKERS' COMPENSATION:** Grantee affirms that it is aware of the provisions of §3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Grant Agreement and will make its contractors and subcontractors aware of this provision.

EXHIBIT E
AUTHORIZING RESOLUTION

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT, STATE OF CALIFORNIA

Certified copy of portion of proceedings, Meeting of February 7, 2017

RESOLUTION NO. 17-15

RESOLUTION AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE A GRANT AGREEMENT WITH CALIFORNIA DEPARTMENT OF WATER RESOURCES FOR THE NORTH COAST RESOURCE PARTNERSHIP OUTREACH AND INVOLVEMENT: TRIBAL ENGAGEMENT AND ECONOMIC OPPORTUNITY FOR DISADVANTAGED COMMUNITIES PROGRAM.

WHEREAS, on November 4, 2014, the voters of California approved the Water Quality, Supply, and Infrastructure Improvement Act ("Proposition 1"), which authorized the appropriation of 510 million dollars in Integrated Regional Water Management grant funds that were allocated to 12 hydrologic region-based funding areas; and

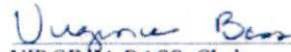
WHEREAS, the North Coast Funding Area was allocated 26.5 million dollars of the Proposition 1 appropriation, and \$2,650,000 (i.e., 10%) of such funding may be used to support the North Coast Resource Partnership Outreach and Involvement: Tribal Engagement & Economic Opportunity for Disadvantaged Communities Program; and

WHEREAS, in 2005, the County of Humboldt was designated as the Regional Contract Administrator for the North Coast Resource Partnership.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Humboldt County Board of Supervisors hereby approves the proposal filed with the California Department of Water Resources to obtain a Disadvantaged Community Involvement Program grant authorized by the Water Quality, Supply, and Infrastructure Improvement Act (Proposition 1); and
2. The Humboldt County Board of Supervisors hereby approves entering into an agreement to receive a grant for the North Coast Resource Partnership Outreach and Involvement: Tribal Engagement and Economic Opportunity for Disadvantaged Communities Program; and
3. The Humboldt County Board of Supervisors hereby authorizes the Director, or their designee, of the Humboldt County Department of Public Works to execute a grant agreement with California Department of Water Resources to support the North Coast Resource Partnership Outreach and Involvement: Tribal Engagement and Economic Opportunity for Disadvantaged Communities Program.

Dated: February 7, 2017


VIRGINIA BASS, Chair
Humboldt County Board of Supervisors

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT, STATE OF CALIFORNIA
Certified copy of portion of proceedings, Meeting of February 7, 2017

RESOLUTION NO. 17-15

Adopted on motion by Supervisor Sundberg, seconded by Supervisor Fennell, and the following vote:

AYES:	Supervisors	Sundberg, Fennell, Bass, Bohn, Wilson
NAYS:	Supervisors	--
ABSENT:	Supervisors	--
ABSTAIN:	Supervisors	--

STATE OF CALIFORNIA)
County of Humboldt)

I, KATHY HAYES, Clerk of the Board of Supervisors, County of Humboldt, State of California, do hereby certify the foregoing to be an original made in the above-entitled matter by said Board of Supervisors at a meeting held in Eureka, California.

IN WITNESS WHEREOF, I have hereunto set my
hand and affixed the Seal of said Board of
Supervisors.



By ANA HARTWELL
Deputy Clerk of the Board of Supervisors of the
County of Humboldt, State of California

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 project, discuss the following at the task level, as organized in Exhibit A (Work Plan):

- Estimate of percent work complete.
- Milestones or deliverables completed during the reporting period.
- Discussion of work accomplished during the reporting period and submission of deliverables per Exhibit A.
- Scheduling concerns and issues encountered that may delay completion of the task.
- Work anticipated for the next reporting period.
- Updated schedule or budget inclusive of any changes that have occurred.

FINAL REPORT

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

Executive Summary

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

Stakeholder Summary

- General description of water management needs of DACs, Economically Distressed Areas (EDAs), and underrepresented communities at the Funding Area learned from the activities performed in this program
- General summary of DACs, EDAs, and underrepresented communities involved in IRWM efforts through this Program
- Map(s) identifying all DACs, EDAs, and underrepresented communities with IRWM regions learned from the activities performed in this program

Involvement Activity Summary

- General description of involvement activities performed in this Program, including both successful and unsuccessful involvement activities
- Identification of projects developed from the DAC involvement activities, if applicable

Findings

- Needs Assessment
 - Narrative summary of community characteristics identified and specific community water management needs and resources (technical, managerial, and financial) to address the needs of DACs, EDAs, and underrepresented communities
 - Needs Assessment template table filled in (at the community level)
- Identification of ongoing barriers for DAC involvement in IRWM efforts

- Recommendations for water managers on future DAC involvement activities in IRWM efforts

Looking into the Future

- Next steps for the IRWM regions to continue DAC involvement efforts

References

EXHIBIT G
REQUIREMENTS FOR STATEWIDE MONITORING AND DATA SUBMITTAL

Surface and Groundwater Quality Data

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

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

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

Groundwater Level Data

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

EXHIBIT H

STATE AUDIT DOCUMENT REQUIREMENTS GUIDELINES FOR GRANTEES

State Audit Document Requirements

The list below details the documents/records that State Auditors typically reviewed in the event of a Grant Agreement being audited. Grantees should ensure that such records are maintained for each State funded Program/Project. Where applicable, this list of documents also includes documents relating to the Grantee's funding match which will be required for audit purposes.

Internal Controls:

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

State Funding:

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

Contracts:

1. All subcontractor and consultant contracts and related, if applicable.
2. Contracts between the Grantee, member agencies, and project partners 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 Grant Agreement.

Accounting Records:

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

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Grantee staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Grantee's

Project Files:

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

Professional Services Agreement with the California
Indian Environmental Alliance

ATTACHMENT 3

**DISADVANTAGED COMMUNITY INVOLVEMENT GRANT PROJECT
PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
CALIFORNIA INDIAN ENVIRONMENTAL ALLIANCE
FOR FISCAL YEARS 2016-2017 THROUGH 2019-2020**

This Agreement, entered into this 30 day of June, 2017, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and California Indian Environmental Alliance, a California 501c3 non-profit corporation, hereinafter referred to as "CONTRACTOR," is made upon the following considerations:

WHEREAS, COUNTY acts as the Regional Grant Administrator on behalf of the North Coast Resource Partnership ("NCRP") which has received an allocation of funding from the California Department of Water Resources ("DWR"), Disadvantaged Community Involvement Grant authorized by the Water Quality, Supply, and Infrastructure Improvement Act of 2014 ("Proposition 1") to support the NCRP Outreach and Involvement: Tribal Engagement and Economic Opportunity for Disadvantaged Communities Program ("Outreach and Involvement Program"); and

WHEREAS, COUNTY, by and through its Department of Public Works – Natural Resources Planning Division, desires to retain a qualified contractor to assist COUNTY with the implementation of the Outreach and Involvement Program; and

WHEREAS, implementation of the Outreach and Involvement Program involves the performance of professional and technical services of a temporary and occasional character; and

WHEREAS, COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof; and

WHEREAS, CONTRACTOR is a corporation located in California that has been a long-term NCRP partner, providing planning services since its inception in 2004 and that was written into the Outreach and Involvement Program proposal; and

WHEREAS, CONTRACTOR represents that it is qualified to perform such services pursuant to the terms and conditions set forth in this Agreement.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. OBLIGATIONS OF CONTRACTOR:

- A. Program Implementation. CONTRACTOR shall utilize the Grant Funds to implement the Outreach and Involvement Program in accordance with the criteria and fiscal requirements set forth in: Exhibit A – Scope of Services, Exhibit B – Project Budget and Exhibit C – DWR Grant Agreement, which are attached hereto and incorporated herein by reference. In utilizing such funding, CONTRACTOR agrees to fully cooperate with the Humboldt County Department of Public Works Director or designee thereof, hereinafter referred to as "Director."
- B. Internal Controls. CONTRACTOR shall maintain all appropriate internal financial controls over Grant Funds received and disbursed pursuant to the terms and conditions of this Agreement, including, without limitation, procedures for authorizing disbursements and tracking expenditures of Grant Funds.

- C. Provision of Relevant Information. CONTRACTOR shall cooperate with COUNTY in completing progress reports and other documents pertaining to implementation of the Outreach and Involvement Program, including, without limitation, providing, in a timely manner, any and all requested information regarding services rendered pursuant to the terms and conditions of this Agreement.
- D. Project Access. In order to enable COUNTY to confirm CONTRACTOR's compliance with the terms and conditions of this Agreement, CONTRACTOR shall provide COUNTY, and all duly authorized representatives thereof, access to any work sites and any other areas associated with implementation of the Outreach and Involvement Program.
- E. Recognition of Grant Funding. CONTRACTOR shall identify COUNTY as a support organization on all published material relating to implementation of the Outreach and Involvement Program.

2. TERM:

This Agreement shall begin January 22, 2016 and shall remain in full force and effect until March 31, 2020, unless sooner terminated as provided herein.

3. TERMINATION:

- A. Breach of Contract. If, in the opinion of COUNTY, CONTRACTOR fails to adequately perform the services required hereunder within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation, or other law applicable to its performance herein, and after consultation with the NCRP Tribal Representatives, COUNTY may terminate this Agreement immediately, upon notice. In such event, COUNTY may exercise any of its rights available under this Agreement or any applicable law or regulation.
- B. Without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice to CONTRACTOR. Such notice shall state the effective date of the termination and will be issued after consultation with the NCRP Tribal Representatives.
- C. Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of state funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONTRACTOR seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. Compensation Upon Termination. In the event this Agreement is terminated, CONTRACTOR shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to CONTRACTOR's breach of this Agreement.

4. COMPENSATION:

- A. Maximum Amount Payable. COUNTY shall remit Grant Funds to CONTRACTOR in an amount not exceed a total sum of Three Hundred Fifty One Thousand Two Hundred Twenty Two Dollars (\$351,222) as full compensation for all services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement. CONTRACTOR agrees to complete all of the activities, objectives and deliverables set forth in this Agreement for an

amount not to exceed such maximum amount payable. However, if state funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable for services provided hereunder, or terminate this Agreement as provided herein. In addition, the COUNTY may, by amendment, increase the maximum amount payable for services provided hereunder when the grant agreement with the state is amended and refined to expend "Contingent (Phase 2)" funding.

- B. Schedule of Rates. The specific costs applicable to this Agreement are set forth in Exhibit B – Project Budget.
- C. Additional Services. Any additional services not otherwise provided for herein shall not be provided by CONTRACTOR, or compensated by COUNTY, unless specifically authorized in writing by COUNTY. All unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum payable amount will be reached.

5. DISBURSEMENT OF GRANT FUNDS:

- A. Invoices and Accountability Reports. In order to receive disbursement of Grant Funds, CONTRACTOR shall submit to COUNTY monthly or quarterly invoices and or accountability reports itemizing all work completed, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement. Submissions shall be in a format approved by, and shall include backup documentation specified by, Director and the Humboldt County Auditor-Controller. CONTRACTOR agrees to submit a final invoice/accountability report within thirty (30) days following the expiration or termination date of this Agreement. All invoices submitted by CONTRACTOR shall be sent electronically to the following address:

COUNTY: Humboldt County Public Works
Attention: Cybelle Immitt, Senior Planner
cimmitt@co.humboldt.ca.us

- B. Payment. Payment for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement shall be made by COUNTY within forty-five (45) days after receipt of approved invoices.
- C. Prospective Payments. Although payment for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement will customarily be made in arrears, CONTRACTOR may request prospective payments. Prospective payments must be supported by written justification and approved in writing by Director. Prospective payment requests shall be in a format approved by Director. COUNTY shall, after consultation with the NCRP Tribal Representatives, have the right to cease prospective payments if, in the opinion of COUNTY, CONTRACTOR fails to adequately provide documentation for costs and expenses incurred.

6. NOTICES:

Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the forgoing.

COUNTY: Humboldt County Department of Public Works
Attention: Cybelle Immitt, Senior Planner
1106 Second Street
Eureka, California 95501

CONTRACTOR: California Indian Environmental Alliance
Attention: Sherri Norris, Executive Director
PO Box 2128,
Berkeley, California 94702

7. REPORTS:

- A. General Reporting. CONTRACTOR agrees to provide COUNTY with any and all reports that may be required by DWR for compliance with this Agreement. Reports shall be submitted no later than fifteen (15) days after the end of each grant agreement quarter using the format required by the State of California as appropriate.
- B. Progress Reports. CONTRACTOR shall submit to COUNTY, via email, quarterly progress reports which describe all of the services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement. Failure to submit progress reports may be the basis for withholding payments until such reports are received.

8. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. CONTRACTOR agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided hereunder, and to maintain and preserve said records for a minimum of three (3) years from the date of final payment under this Agreement, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the services provided pursuant to the terms and conditions of this Agreement.
- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONTRACTOR, and its subcontractors, related to the services provided hereunder, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the state of California for a period of three (3) years after final payment under this Agreement. CONTRACTOR hereby agrees to make all such records available to inspection, audit and reproduction by COUNTY, and any other duly authorized local, state and/or federal agencies, during normal business hours. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering this Agreement.
- C. Audit Costs. In the event of an audit exception or exceptions related to the services provided pursuant to the terms and conditions of this Agreement, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of the audit. The party responsible for the deficiency shall pay the cost of the audit and the deficiency within thirty (30) days after receiving notice thereof. If allowable expenditures cannot be determined because CONTRACTOR's documentation is nonexistent or inadequate,

according to generally accepted accounting practices, the questionable cost shall be disallowed.

9. MONITORING:

CONTRACTOR agrees that COUNTY has the right to monitor all activities related to this Agreement, including, without limitation, the right to review and monitor CONTRACTOR's records, programs or procedures, at any time, as well as the overall operation of CONTRACTOR's programs, in order to ensure compliance with the terms and conditions of this Agreement. CONTRACTOR will cooperate with a corrective action plan, if deficiencies in CONTRACTOR's records, programs or procedures are identified by COUNTY. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of the results of services performed by CONTRACTOR pursuant to the terms and conditions of this Agreement.

10. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this Agreement, CONTRACTOR may receive information that is confidential under local, state or federal law. CONTRACTOR hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal confidentiality laws, regulations, policies, procedures and standards.
- B. Continuing Compliance with Confidentiality Laws. The parties acknowledge that local, state and federal laws, regulations and standards pertaining to confidentiality are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the requirements of any and all applicable local, state and federal confidentiality laws, regulations or standards.
- C. Incorporation of Provisions. CONTRACTOR shall include the foregoing provisions in any all subcontracts that involve the services to be provided pursuant to the terms and conditions of this Agreement.

11. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the provision of professional services, or against any employee or applicant for employment, because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, denial of family care leave or any other classifications protected by local, state or federal laws or regulations. Nothing herein shall be construed to require the employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. CONTRACTOR further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.;

California Government Code Sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

12. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

CONTRACTOR certifies by its signature below that it is not a Nuclear Weapons Contractor, in that CONTRACTOR is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components, as defined by the Nuclear Free Humboldt COUNTY Ordinance. CONTRACTOR agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor, as defined above. COUNTY may immediately terminate this Agreement if it determines that the forgoing certification is false or if CONTRACTOR subsequently becomes a Nuclear Weapons Contractor.

13. DRUG-FREE WORKPLACE CERTIFICATION:

By executing this Agreement, CONTRACTOR certifies that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, et seq.) and will provide a drug-free workplace by doing all of the following:

- A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about the following:
 - 1. The dangers of drug abuse in the workplace;
 - 2. CONTRACTOR's policy of maintaining a drug-free workplace;
 - 3. Any available counseling, rehabilitation and employee assistance programs; and
 - 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services pursuant to the terms and conditions of this Agreement will:
 - 1. Receive a copy of CONTRACTOR's Drug-Free Policy Statement; and
 - 2. Agree to abide by the terms of CONTRACTOR's Drug-Free Policy as a condition of employment.

//

- D. Effect of Noncompliance. Failure to comply with the above-referenced requirements may result in suspension of payments under this Agreement and/or termination thereof, and CONTRACTOR may be ineligible for award of future contracts if COUNTY determines that the foregoing certification is false or if CONTRACTOR violates the certification by failing to carry out the above-referenced requirements.

14. INDEMNIFICATION:

- A. Hold Harmless Defense and Indemnification. CONTRACTOR shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, CONTRACTOR's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.
- B. Effect of Insurance. Acceptance of the insurance required by this Agreement does not relieve CONTRACTOR from liability under this provision. This provision shall apply to all claims for damages related to the services performed by CONTRACTOR pursuant to the terms and conditions of this Agreement regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided by CONTRACTOR hereunder.

15. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONTRACTOR shall not be entitled to any rights hereunder, unless certificates of insurances, or other proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

- A. General Insurance Requirements. Without limiting CONTRACTOR's indemnification obligations provided for herein, CONTRACTOR shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the entire period of this Agreement, and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A:VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CONTRACTOR and its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:
1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one incident, including, but not limited to, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
 2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired, and non-owned vehicles. Said coverage shall be at least as broad as Insurance Service Offices Form Code 1 (any auto).
 3. Workers' Compensation Insurance, as required by the Labor Code of the State of California, with statutory limits, and Employers Liability Insurance with a limit of no less

than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY, its officers, agents, and employees.

4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than One Million Dollars (\$1,000,000.00) for each occurrence (Two Million Dollars (\$2,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which CONTRACTOR may be exposed to liability. CONTRACTOR shall require that such coverage be incorporated into its professional services agreements with any other entities.
- B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:
1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY and its agents, officers, officials, employees and volunteers are covered as additional insured for liability arising out of the operations performed by or on behalf of CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to “XCU Hazards.”
 - c. Is the primary insurance with regard to COUNTY.
 - d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
 2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice provisions set forth herein. It is further understood that CONTRACTOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
 3. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer’s liability.
 4. For claims related to this Agreement, CONTRACTOR’s insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONTRACTOR’s insurance and will not be used to contribute therewith.
 5. Any failure to comply with the provisions of this Agreement, including breach of warranties, shall not affect coverage provided to COUNTY or its officers, officials, employees, and volunteers.

6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and CONTRACTOR agrees to pay the cost thereof. COUNTY is also hereby authorized with the discretion to deduct the cost of said insurance from the monies owed to CONTRACTOR under this Agreement.
 7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONTRACTOR shall be required to purchase additional coverage to meet the above-referenced aggregate limits.
- C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

COUNTY: County of Humboldt
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

CONTRACTOR: California Indian Environmental Alliance
Attention: Sherri Norris, Executive Director
PO Box 2128,
Berkeley, California 94702

16. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that CONTRACTOR shall not be entitled to any benefits to COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation. CONTRACTOR shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

17. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS:

CONTRACTOR agrees to comply with any and all local, state and federal laws, regulations, policies and procedures applicable to the services provided pursuant to the terms and conditions of this Agreement. CONTRACTOR further agrees to comply with any and all applicable local, state and federal licensure and certification requirements throughout the term of this Agreement.

18. WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement or any default which may then exist on the part of CONTRACTOR. Nor shall such

payment impair or prejudice any remedy available to COUNTY with respect to any breach or default. COUNTY shall have the right to demand repayment of, and CONTRACTOR shall promptly refund, any Grant Funds disbursed to CONTRACTOR which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement.

19. REFERENCE TO LAWS AND RULES:

In the event any law, regulation, policy or procedure referred to in this Agreement is amended during the term hereof, the parties agree to comply with the amended provision as of the effective date of such amendment.

20. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and/or federal restrictions, limitations or conditions that may affect the provisions, terms or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

21. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

22. ASSIGNMENT:

Neither party shall delegate its duties nor assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by CONTRACTOR in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

23. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

24. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

25. AMENDMENT:

This Agreement may be amended at any time during the term of this Agreement upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. It is anticipated that a second phase of work (Phase 2), will be added to this Agreement via an amendment in early 2019, triggered by a planned amendment to COUNTY's Grant Agreement with DWR.

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26. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information and reports concerning the subject matter of this Agreement prepared and/or submitted by CONTRACTOR shall become the property of COUNTY. However, CONTRACTOR may retain copies of such documents and information for its records. In the event of termination of this Agreement, for any reason whatsoever, CONTRACTOR shall promptly turn over all information, writings and documents pertaining to the services provided hereunder to COUNTY without exception or reservation.

27. ADVERTISING AND MEDIA RELEASE:

All informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, but not limited to, television, radio, newspapers and internet. CONTRACTOR shall inform COUNTY of all requests for interviews by the media related to this Agreement before such interviews take place; and COUNTY shall be entitled to have a representative present at such interviews. All notices required by this provision shall be given to Director.

28. STANDARD OF PRACTICE:

CONTRACTOR warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONTRACTOR's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

29. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

30. SUBCONTRACTS:

CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided hereunder. Any and all subcontracts shall be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification and confidentiality requirements set forth herein. CONTRACTOR shall remain legally responsible for the performance of all terms and conditions of this Agreement, including work performed by third parties under subcontracts, whether approved by COUNTY or not.

31. ATTORNEYS' FEES:

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Agreement to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees, including the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, "prevailing party" means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other

considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

32. SURVIVAL:

The duties and obligations of the parties set forth in Section 3(D) – Compensation Upon Termination, Section 8 – Record Retention and Inspection, Section 10 – Confidential Information and Section 14 – Indemnification shall survive the expiration or termination of this Agreement.

33. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

34. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

35. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections and paragraphs set forth in this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

36. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

37. ENTIRETY OF CONTRACT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all previous agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

38. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the date first written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

CALIFORNIA INDIAN ENVIRONMENTAL ALLIANCE:

By: Irenia Quintiguit

Date: 5/27/17

Name: Irenia Quintiguit

Title: President

By: [Signature]

Date: 5/27/17

Name: CORRINA GOULD

Title: Treasurer

COUNTY OF HUMBOLDT:

By: [Signature]

Date: 6/30/17

Tom Mattson
Humboldt County Public Works Director
(Pursuant to the Authority Granted by the
Humboldt County Board of Supervisors on
May 23, 2017)

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: [Signature]
Risk Management

Date: 6/7/17

LIST OF EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Project Budget
- Exhibit C – DWR Grant Agreement

EXHIBIT A
SCOPE OF SERVICES
CALIFORNIA INDIAN ENVIRONMENTAL ALLIANCE
FOR FISCAL YEARS 2016-2017 THROUGH 2019-2020
NCRP OUTREACH AND INVOLVEMENT PROGRAM

This Agreement includes the first phase of outreach, support, and coordination activities coupled with technical assistance to reach the greatest number of Tribes; and address the breadth of water management, socio-economic, and environmental issues facing Tribes in the North Coast Funding Area (Funding Area). It is anticipated that a second phase of work (Phase 2), will be added to this Agreement via an amendment in late 2018. Throughout this agreement the California Indian Environmental Alliance (CIEA) will work closely with the North Coast Resource Partnership (NCRP) and West Coast Watershed (WCW) to harmonize and complement similar work.

Project 2: Outreach, Support, and Coordination

Task 5 – Needs Assessment

Conduct a Funding Area-wide needs assessment of Tribal Disadvantaged Community (DAC) and Underrepresented Communities water management needs and information gaps to evaluate Tribal involvement in IRWM planning efforts. Working with WCW, a NCRP Needs Assessment survey will be developed incorporating the DWR Needs Assessment template and building off of existing needs assessment efforts. Incorporate on-the-ground, local knowledge and best practices or strategies from other regional efforts. The needs assessment will build on previously used DAC surveys to determine the technical, managerial, and financial needs, and project priorities for Tribes and Tribal water service providers in the Funding Area. An existing Tribal contact list will be updated and the DAC survey will be analyzed and spatially referenced to determine which service providers did not respond to the original survey. A survey will be circulated to approximately 30 Tribes serving DACs in the Funding Area. A special effort will be made to follow up and determine the best mechanism to obtain responses from Tribes with the greatest economic need. CIEA will provide the Tribal needs assessment survey outputs to WCW for incorporation into the NCRP Needs Assessment Summary.

Deliverables:

- ☐ Final needs assessment survey, Tribal review and Tribal section focused
- ☐ Draft and Final needs assessment summary and synthesis of survey data and Tribal input

Task 6 – Interviews

Perform approximately 20-60 interviews of the North Coast Resource Partnership Policy (NCRP) Review Panel (PRP), Technical Peer Review Committee (TPRC), project proponents and Funding Area Tribes to evaluate the IRWM planning process, Funding Area objectives, community needs, opportunity for balanced participation, and identification of relevant trends including involvement in local Sustainable Groundwater Management planning efforts.

Deliverables:

- ☐ Contact list of Tribes involved in interviews
- ☐ List of interview questions, including Tribal specific questions

Task 7 – Data Collection and Mapping

Collect and develop data and Geographic Information System (GIS) layers including, but not limited to, locations of Tribal and DAC water systems with drinking water or wastewater impediments; water borne

public health issues; storm/flood water management; groundwater monitoring; opportunities for water conservation or recycling; climate change impacts; and land uses that impact water quality.

Deliverables:

- ☐ Provide information to West Coast Watershed for DVD of Tribal and DAC geospatial data and metadata

Task 8 – Proposition 1 IRWM Plan Updates

Research, document, and develop amended North Coast IRWM (NCIRWM) Plan sections to comply with new Proposition 1 IRWM Plan Standards as set forth in the 2016 IRWM Guidelines. Documentation of nitrate, arsenic, perchlorate, or hexavalent chromium contamination in Tribal DACs will be one focus of this effort and to the degree that Tribes are able to provide, will include a description of the location, extent, and impacts of the contamination, as well as any actions undertaken to address the contamination. Another focus will be the integration of flood and stormwater management into the NCIRWMP. This task would involve working with local Tribal agencies to ensure that local flood and stormwater management plans are integrated into the NCIRWMP. Evaluate the existing NCIRWM Plan and identify gaps that exist with regard to North Coast Tribal issues and concerns. Provide information to WCW for inclusion into the NCIRWM Plan pertaining to water contamination, flood and stormwater management on Tribal lands. In coordination with PRP and TPRC Tribal representatives and members, develop proposed amendments, chapters, reports, fact-sheets, etc. to respond to data gaps for inclusion in the updated NCIRWM Plan.

Deliverables:

- ☐ List of relevant scientific reports and guidance documents
- ☐ Documentation of review and contribution to Draft and Final updated NCIRWM Plan sections

Task 9 - NCRP Leadership Support and Coordination

This task includes input and oversight from Tribal NCRP PRP Representatives, technical evaluation by the Tribal TPRC Representatives, and input from Tribes in the Funding Area to support the ongoing development and refinement of the NCRP Plan and Tribal oriented processes, including evaluating and updating planning objectives and resources management strategies and the integration thereof; evaluating and updating plan performance, technical information, data management and monitoring approaches; highlighting and celebrating successful achievement of objectives; evaluating and updating the water quality/water supply needs in Tribal communities in the Funding Area; and identifying and prioritizing integrated projects that have multiple benefits and that benefit Tribes. This task will allow for the continued coordination and convening of Tribes in quarterly meetings. All meetings will be noticed, open to the public and encourage stakeholder participation in the process. This task includes the coordination of annual North Coast Tribal meetings and other activities to facilitate a nomination and voting process to select new Tribal PRP and TPRC representatives. Develop and distribute meeting agendas and invitations, conduct phone call invitations, set up meeting venues, develop presentations, host conference calls to prepare for the annual meeting, facilitate meetings and summarize meeting information. In addition, ongoing general support of Tribal representatives will include developing and distributing meeting materials, hosting conference calls and summarizing meeting information. Coordinate participation of NCRP Tribal PRP & TPRC representatives in meetings, workshops, and other events not directly related to the NCRP, but deemed relevant by the Tribal PRP (e.g., DWR and other agency meetings) and in alignment with NCRP goals and objectives.

Deliverables:

- ☐ Agendas and meeting materials for NCRP Tribal Representative meetings
- ☐ Documentation of Tribal PRP decisions, listing of new Tribal PRP and TPRC representatives, Tribal PRP direction and future actions
- ☐ Provide WCW with Tribal decisions regarding revised NCRP Objectives

- ☐ Provide WCW with Tribal recommendations regarding the NCRP planning processes including project review, prioritization, and inclusion processes

Task 10 – Outreach and Engagement

Conduct outreach and provide opportunities, including targeted outreach, for Tribal entities to engage in the NCRP processes. Hold meetings and outreach presentations throughout the Funding Area to provide information regarding IRWM statewide priorities and technical assistance as it pertains to Proposition 1 IRWM and other funding opportunities; to obtain input from Tribes regarding NCRP Plan revisions and enhancements; and to work with NCRP Tribal Representatives to identify issues of concern and project priorities. Provide regular updates and solicit input via the website and e-mail to all interested parties regarding Tribal NCRP issues, data, revisions, enhancements and project priorities.

The Tribal Engagement Coordinator will provide effective outreach; collect data; facilitate the NCRP Tribal Representation Process; support NCRP PRP and TPRC Representatives; and share information with North Coast Tribes. The Tribal Engagement Coordinator will work with NCRP staff and Tribal Representatives to provide grant writing support and technical assistance that is relevant to the needs of the North Coast Tribes and aligns with the goals and objectives of the NCRP. Establish and maintain ongoing communication with representatives from each interested Tribe in the North Coast Funding Area as defined by the NCRP Memorandum of Mutual Understandings, Tribal Representation Process. This includes representatives as designated by their perspective Tribal Councils and voted in by regional Tribes.

Deliverables:

- ☐ Tribal Contact List
- ☐ Tribal Meeting, workshop and presentation agendas and materials
- ☐ Tribal Meeting, workshop and presentation summaries including a listing of direction and future actions

Task 11 – NCRP Website Enhancement

Enhance the NCRP Website and web-based tools for increased information sharing, identification of priorities for the Funding Area, and Tribal participation in project development. This task will identify website enhancements to improve Tribal inclusion and participation by meeting with Tribes and their representatives. It is anticipated that the web-based tools development will include North Coast Tribal Engagement and Resources web pages that Tribal Representatives will provide feedback and content for additional NCRP web page updates.

Deliverables:

- ☐ Tribal Engagement and Resource content to WCW
- ☐ Tribal input and website review meeting summaries

Project 3: Technical Assistance

Task 12 – Circuit Rider Program

Coordinate with Tribal Representatives to develop Requests for Proposals (RFP) and select technical assistance contractors or “circuit rider” teams to implement this task. This task will provide technical assistance to Tribal communities utilizing “circuit rider,” Peer to Peer and/or Tribally recommended technical assistance service model. It is anticipated that this model will deliver technical assistance services, or others identified by the needs assessment and interviews.

This task will also consider efforts already underway and where appropriate coordinate with the State Water Resources Control Board’s Proposition 1 Technical Assistance program while minimizing duplication of efforts between programs.

Deliverables:

- ☐ RFPs and selection of technical assistance team(s) or other Tribally recommended consultants
- ☐ List of Tribes and Tribal project proponents in need of assistance and documentation of technical assistance provided

Task 13 – Workshops and Trainings

Plan and convene capacity-building and technical assistance workshops targeted towards North Coast Tribes and tailored to the geographic region and topics identified through the DAC and Tribes needs assessment and survey. Approximately 6-8 workshops will be conducted and will provide sessions on technologies and activities relevant to the North Coast, current challenges associated with permitting and environmental compliance, Tribal strategies, funding opportunities, integration of NCRP objectives and interactive sessions to determine project priorities of North Coast Tribes. This task will also connect service providers to the existing support networks such as Rural Community Assistance Corporation and California Rural Water Association where appropriate. In addition, this task will involve the Tribal Engagement Coordinator receive training in order to enhance their capacity to support Tribes with grant application development and project administration and implementation. Workshops will be provided in cities/towns and Tribal communities throughout the Funding Area.

Deliverables:

- ☐ Workshop and training schedules, agendas, and materials
- ☐ Workshop training summaries and participant list

Task 14 – Small Community Toolbox Enhancements

The NCRP Small Community Toolbox has been created to provide resources to help with system maintenance, replacement and upgrades, as well as to assist in the project development process. This task will update the existing Toolbox Utility Management Cycle elements and add additional elements that respond to water-related environmental resource management. The need for and nature of new Toolbox elements will be determined during the needs assessment.

Deliverables:

- ☐ Tribal content provided for the updated and new Toolbox elements

Task 15 – Project Planning, Environmental Documentation or Engineering/Design

In coordination with West Coast Watershed, assist Tribes in preparation for future water-related infrastructure and environmental project implementation/construction. Communities with limited resources often need assistance in completing the planning and/or design phase of an implementation project and this task will identify Tribal projects in need of an engineer or other professional contractor to complete these activities with a preference given to Tribally vetted business enterprises.

Deliverables:

- ☐ List of Tribally vetted contractors
- ☐ List of projects in need of planning and/or design elements

Task 16 – Proposition 1 IRWM Funding Application Assistance

Assist Tribes in identifying projects that are competitive and responsive to state criteria and requirements, utilizing survey results provided by the needs assessment and in coordination with Tribal Representatives, NCRP staff and WCW. Assist with the development of project proposals including solicitation of additional support for engineering and other technical elements in coordination with Tribal Representatives and West Coast Watershed. This shall include, but not be limited to, for identifying the most appropriate way for Tribes to reach compliance with applicable Tribal, federal or state monitoring protocols and recording requirements, California Environmental Quality Act/National Environmental

Policy Act compliance, project assessment and monitoring plan development, economic cost/benefit analysis, engineering review and approval, detailed GIS analysis, and map production. In addition, this task will develop the Tribal portions of a Grants Compliance Manual to inform project proponents of what will be required of them should they be selected for funding. The Grants Compliance Manual will provide examples of Tribal contracts including providing templates, tools and examples of contracting approaches and alternative funding mechanisms adopted by various Tribes in the state.

Deliverables:

- ☐ List of project proponents in need of assistance, and documentation of their needs
- ☐ Tribal Representative review and Tribal sections of the Draft Grants Compliance Manual providing details about administration of state funds and what to expect if project proposals are selected for funding
- ☐ Documentation of text, maps, specifications, and other application materials developed on behalf of approved North Coast priority Tribal project proponents that require assistance

Task 17 - Model and Demonstration Projects

Identify appropriate demonstration projects and innovative programs that reflect the diversity of the region and provide an opportunity to “beta test” the improved Small Community Toolbox, provide real engineering support to providers, and allow for the development of case studies to serve as examples for the North Coast Region.

Deliverables:

- ☐ Preliminary list of Tribal model projects and case studies
- ☐ Draft project documents, studies, designs, and plans if available
- ☐ Documentation of how the Small Community Toolbox could be applied to the model project or case study

**EXHIBIT B
PROJECT BUDGET
CALIFORNIA INDIAN ENVIRONMENTAL ALLIANCE
FOR FISCAL YEARS 2016-2017 THROUGH 2019-2020**

NCRP DISADVANTAGED COMMUNITY OUTREACH & INVOLVEMENT PROGRAM BUDGET		
PROJECT #	PROJECT TITLE	TOTAL BUDGET
Project 2	NCRP OUTREACH, SUPPORT AND COORDINATION	
NCRP Outreach, Support and coordination will involve tasks including: <ul style="list-style-type: none"> • Community Based Needs Assessment • Tribal Interviews • Data Collection and Mapping • Proposition 1 IRWM Plan Updates • NCRP Tribal Leadership Support and Coordination • Tribal Outreach & Engagement • Tribal portions of NCRP Website Enhancement 		
Project 2	Subtotal	\$188,616.00
Project 3	TECHNICAL ASSISTANCE	
Technical Assistance will involve tasks including: <ul style="list-style-type: none"> • Technical Assistance Programs • Project Planning, Environmental Documentation, or Engineering/Design • Project IRWM Proposition 1 Funding Application Assistance • Model and Demonstration Projects • Workshops and Trainings • Small Community Toolbox Enhancements 		
Project 3	Subtotal	\$162,606.00
	TOTAL	\$351,222.00

EXHIBIT C – DWR Grant Agreement

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

AGREEMENT NUMBER 4600011773

2016 PROPOSITION 1 INTEGRATED REGIONAL WATER MANAGEMENT (IRWM) DISADVANTAGED COMMUNITY INVOLVEMENT GRANT

CALIFORNIA WATER CODE § 79740 ET SEQ.

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 Humboldt County, a public agency, in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee", which parties do hereby agree as follows:

1. PURPOSE. State shall provide funding from the Water Quality, Supply and Infrastructure Improvement Act of 2014 (Proposition 1) to Grantee to assist in financing a project associated with the North Coast pursuant to Chapter 7 (commencing with §79740) of Division 26.7 of the California Water Code, hereinafter collectively referred to as "IRWM Program." A "project" is defined as a group of activities as set forth in Exhibit A (Work Plan).
2. TERM OF GRANT AGREEMENT. The term of this Grant Agreement begins on the date this Grant Agreement is executed by State, and terminates on April 30, 2020, or when all of the Parties' obligations under this Grant Agreement are fully satisfied, whichever occurs earlier. Execution date is the date the State signs this Grant Agreement.
3. GRANT AMOUNT. The maximum amount payable by the State under this Grant Agreement shall not exceed \$2,650,000.
4. GRANTEE'S RESPONSIBILITY. Grantee and its representatives shall:
 - a) Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Exhibit B (Budget) and Exhibit C (Schedule).
 - 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 Grantee in the application, documents, amendments, and communications filed in support of its request for Water Quality, Supply and Infrastructure Improvement, Act of 2014 financing.
 - c) Comply with all applicable California 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.
5. BASIC CONDITIONS. State shall have no obligation to disburse money for projects under this Grant Agreement until Grantee has satisfied the following conditions (if applicable):
 - a) Grantee must demonstrate the groundwater compliance options set forth on pages 11 and 12 of the IRWM Program Guidelines, dated July 2016 are met.
 - b) Grantee submits deliverables as specified in Paragraph 16 of this Grant Agreement and in Exhibit A.
 - c) Prior to the commencement of construction or implementation activities, Grantee shall submit the following to the State for each project:
 - 1) Final plans and specifications certified by a California Registered Professional (Civil Engineer or Geologist, as appropriate) for the approved project as listed in Exhibit A of this Grant Agreement.

2) Environmental Documentation:

- i) Grantee submits to the State all applicable environmental permits,
- ii) Documents that satisfy the CEQA process are received by the State,
- iii) State has completed its CEQA compliance review as a Responsible Agency, and
- iv) Grantee receives written concurrence from the State of Lead Agency's CEQA documents and State notice of verification of environmental permit submittal.

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

6. DISBURSEMENT OF FUNDS. State will disburse to Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation.
7. ELIGIBLE PROJECT COST. Grantee shall apply State funds only to Eligible Project Costs in accordance with applicable provisions of the law. Work performed on the project after January 22, 2016, shall be eligible for reimbursement.

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

- a) Operation and maintenance costs, Purchase of equipment that is not an integral part of a project.
- b) Establishing a reserve fund.
- c) Purchase of water supply.
- d) Replacement of existing funding sources for ongoing programs.
- e) Support of existing agency requirements and mandates (e.g., punitive regulatory agency requirement).
- f) Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies.
- g) Payment of principal or interest of existing indebtedness or any interest payments unless the debt is incurred after execution of this Grant Agreement, the State agrees in writing to the eligibility of the costs for reimbursement before the debt is incurred, and the purposes for which the debt is incurred are otherwise eligible costs. However, this will only be allowed as Grantee Cost Share (i.e., Funding Match).
- h) Payment of stipends
- i) Application preparation costs for other funding opportunities not consistent with IRWM.
- j) Meals not directly related to travel.
- k) Acquisition of real property (land or easements).
- l) Overhead not directly related to the project.

8. METHOD OF PAYMENT.

- a) **Reimbursement** – Submit a copy of invoice for costs incurred and supporting documentation to the DWR Project Manager via Grant Review and Tracking System (GRanTS). Additionally, the original invoice form with signature and date (in ink) of Grantee's Project Representative, as indicated on page 10 of this Grant Agreement, must be sent to the DWR Project Manager for approval. Invoices submitted via GRanTS shall include the following information:
- 1) Costs incurred for work performed during the period identified in the particular invoice.
 - 2) Invoices shall be submitted on forms provided by State and shall meet the following format requirements:
 - i) Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - ii) Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B. 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) Sufficient evidence (e.g., receipts, copies of checks, time sheets) as determined by the State must be provided for all costs included in the invoice.
 - iv) DWR Project Manager will notify Grantee, in a timely manner, when, upon review of an invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or are not supported by documentation or receipts acceptable to State. Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to State to cure such deficiency(ies). After the disbursement requirements in Paragraph 5 "Basic Conditions" are met, State will disburse the whole or portions of State funding to Grantee, following receipt from Grantee via U.S. mail or Express mail delivery of a "wet signature" invoice for costs incurred, and timely Quarterly Progress Reports as required by Paragraph 16 "Submission of Reports." Payment will be made no more frequently than monthly, in arrears, upon receipt of an invoice bearing the Grant Agreement number.
- b) **Advanced Payment** – Water Code §10551 authorizes advance payment by State for projects which are sponsored by a nonprofit organization; a disadvantaged community (DAC); or, the proponent of a project that benefits a DAC. If these projects are awarded less than \$1,000,000 in grant funds, the project proponent may receive an advanced payment of 50% of the grant award; the remaining 50% of the grant award will be reimbursed in arrears. Within 90 calendar days of execution of the Grant Agreement, the Grantee shall provide DWR an Advanced Payment Request. The Advanced Payment Request must contain the following:
- 1) Documentation demonstrating that each Local Project Sponsor was notified about their eligibility to receive an advanced payment and a response from the Local Project Sponsor stating whether it wishes to receive the advanced payment or not, if applicable.
 - 2) If the Grantee or Local Project Sponsor is requesting the advanced payment, the request must also include:
 - i) A funding plan which shows how the advanced funds will be expended within 18 months of this Grant Agreement's execution. (i.e., for what, how much, and when)
 - ii) A discussion of the Grantee or Local Project Sponsor's financial capacity to complete the project once the advance funds have been expended.

- 3) If a Grantee or Local Project Sponsor is requesting advanced payment, Grantee shall also submit a single Advance Payment Invoice, containing the request for each qualified project, to the DWR Project Manager with signature and date (in ink) of Grantee's Project Representative, as indicated on page 10 of this Agreement. The Grantee shall be responsible for the timely distribution of the advanced funds to the individual Local Project Sponsors. Within 60 calendar days of receiving the Advanced Payment invoice and subject to the availability of funds, State will authorize payment of the advanced funds sought of 50% of the grant award for the qualified project(s).

The Advance Payment Invoice shall be submitted on forms provided by State and shall meet the following format requirements:

- i) Invoice must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - ii) Invoice must be itemized based on the categories (i.e., tasks) specified in Exhibit B.
 - iii) DWR Project Manager will notify Grantee, in a timely manner, when, upon review of an Advance Payment Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs. Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). After the disbursement requirements in Paragraph 5 "Basic Conditions" (5a and 5b) only) are met, State will disburse the whole or portions of State funding to Grantee, following receipt from Grantee via US mail or Express mail delivery of a "wet signature" invoice for costs incurred, including Cost Share, and timely Progress Reports as required by Paragraph 16 "Submission of Reports."
- 4) On a quarterly basis, the Grantee will submit an Accountability Report to DWR that demonstrates how actual expenditures compare with the scheduled budget. The Accountability Report shall include the following information:
- i) An itemization of how advanced funds have been expended to date (Expenditure Summary), including documentation that supports the expenditures (e.g., contractor invoices, receipts, personnel hours, etc.). Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B.
 - ii) A funding plan which shows how the remaining advanced funds will be expended.
 - iii) Documentation that the funds were placed in a non-interest bearing account, including the dates of deposits and withdrawals from that account.

DWR Project Manager will notify Grantee, in a timely manner, when, upon review of the Expenditure Summary, the State determines that any portion or portions of the expenditures claimed are not eligible costs. Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). If costs are not consistent with the tasks in Exhibit B, the State will reject the claim and remove them from the Expenditure Summary.

Once Grantee has expended all advanced funds, then the method of payment will revert to the reimbursement process specified in Paragraph 8a) and any remaining requirements of Paragraph 5.

9. REPAYMENT OF ADVANCES. State may demand repayment from Grantee of all or any portion of the advanced State funding along with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by State and take any other action that it deems necessary to protect its interests for the following conditions:

- a) A project is not being implemented in accordance with the provisions of this Grant Agreement.
- b) Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if Grantee does not remedy any such failure to State's satisfaction.

Repayment amounts may also include:

- c) Advance funds which have not been expended within 18 months of the Grant Agreement's execution by the Local Project Sponsor.
- d) Actual costs incurred are not consistent with the Exhibit A (Work Plan) activities, not supported, or are ineligible.
- e) At the completion of the project, the funds have not been expended.

For conditions 12 c) and 12 d), repayment may consist of deducting the amount from future reimbursement invoices.

State may consider Grantee's refusal to repay the requested advanced amount a substantial breach of this Grant Agreement subject to the default provisions in Paragraph 11, "Default Provisions." If State notifies Grantee of its decision to demand repayment or withhold the entire funding amount from Grantee pursuant to this paragraph, this Grant Agreement shall terminate upon receipt of such notice by 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.

10. WITHHOLDING OF DISBURSEMENTS BY STATE. If State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if Grantee does not remedy any such failure to State's satisfaction, State may withhold from Grantee all or any portion of the 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 State notifies Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 11, 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 State. State may consider Grantee's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 11, "Default Provisions." If State notifies Grantee of its decision to withhold the entire funding amount from Grantee pursuant to this paragraph, this Grant Agreement shall terminate upon receipt of such notice by Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.
11. DEFAULT PROVISIONS. Grantee and any Local Project Sponsor receiving grant funding through this Grant Agreement will be in default under this Grant Agreement if any of the following occur:
- a) Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between Grantee and State evidencing or securing Grantee's obligations.
 - b) Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement.
 - c) Failure to operate or maintain project(s) in accordance with this Grant Agreement (Paragraph 17).
 - d) Failure to make any remittance required by this Grant Agreement.

- e) Failure to comply with Labor Compliance Program requirements (Paragraph 15).
- f) Failure to submit timely progress reports.
- g) Failure to routinely invoice State.
- h) Failure to meet any of the requirements set forth in Paragraph 12, "Continuing Eligibility."

Should an event of default occur, State shall provide a notice of default to the Grantee and shall give 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, State may do any of the following:

- 1) Declare the funding be immediately repaid, with interest, at the California general obligation bond interest rate at the time the State notifies the Grantee of the default.
- 2) Terminate any obligation to make future payments to Grantee.
- 3) Terminate the Grant Agreement.
- 4) Take any other action that it deems necessary to protect its interests.

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

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

- a) An urban water supplier that receives grant funds governed by this Grant Agreement shall maintain compliance with the Urban Water Management Planning (UWMP) Act (Water Code §10610 et seq.) and Sustainable Water Use and Demand Reduction, Part 2.55 of Division 6 (Water Code §10608 et seq.) by doing the following:
 - 1) Have submitted their 2015 UWMP and had it deemed consistent by DWR. For more information, visit the following website:
<http://www.water.ca.gov/urbanwatermanagement>.
 - 2) By July 1, 2016, all urban water suppliers must have submitted documentation that demonstrates they are meeting the 2015 interim GPCD target. If not meeting the interim target, also include a schedule, financing plan, and budget for achieving the gallons per capita per day (GPCD) target, as required pursuant to Water Code §10608.24. Starting June 30, 2017, those urban water suppliers that did not meet their 2015 GPCD target must also submit, by June 30, annual reports that include a schedule, financing plan, and budget for achieving the GPCD target (Water Code §10608.24).
- b) An agricultural water supplier receiving grant funding must:
 - 1) Comply with Sustainable Water Use and Demand Reduction requirements outlined in Part 2.55 (commencing with §10608) of Division 6 of the Water Code.
 - 2) Have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR. For more information, visit the following website:
<http://www.water.ca.gov/wateruseefficiency/agricultural/agmgmt.cfm>.
- c) Grantees diverting surface water must maintain compliance with diversion reporting requirements as outlined in Part 5.1 of Division 2 of the Water Code.

- d) Grantee and Local Project Sponsors must demonstrate compliance with the groundwater compliance options set forth on pages 11 and 12 of the 2016 IRWM Program Guidelines, dated July 2016.
 - e) Grantee and Local Project Sponsors 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 §10920 and the CASGEM Program.
13. PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS. Grantee shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental, procurement, and safety laws, rules, regulations, and ordinances. Grantee shall provide copies of permits and approvals to State.
14. RELATIONSHIP OF PARTIES. Grantee is solely responsible for design, construction, and operation and maintenance of project within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Grant Agreement.
15. LABOR 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>.
16. SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to State. If requested, Grantee shall promptly provide any additional information deemed necessary by State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit G. 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 Final Report is a requirement for the release of any funds retained for such project.
- a) Progress Reports: Grantee shall submit progress reports quarterly to meet the State's requirement for disbursement of funds. The progress reports shall be sent via e-mail to the State's Project Manager and shall be uploaded into GRanTS at the frequency specified in Exhibit C (Schedule). The progress reports shall provide a brief description of the work performed during the reporting period including: Grantee's activities, milestones achieved, any accomplishments, and any problems encountered in the performance of the work under this Agreement.
 - b) Accountability Report: Grantee shall submit, on a quarterly basis, an Accountability Report by individual Local Project Sponsor (if applicable) that at a minimum:
 - 1) Includes an itemization of how advanced funds have been expended to date (Expenditure Summary), including documentation that supports the expenditures (e.g. contractor invoices, receipts, personnel hours, etc.). Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B.

- 2) Includes a funding plan which shows how the remaining advanced funds will be expended.
- 3) Provides an accounting of distribution of the advanced funds to the appropriate Local Project Sponsor (if applicable).
- 4) Documents that the funds were spent on eligible reimbursable costs.
- 5) Documentation that the funds were placed in a non-interest bearing account, including the dates of deposits and withdrawals from that account.

- c) Final Report: Upon completion of the project included in Exhibit A, Grantee shall submit to State a Final Grant Completion Report. The Final Completion Report shall be submitted within ninety (90) calendar days of project completion. The Final Grant Completion Report shall include a stakeholder summary; description of involvement activities and the projects developed from those activities; discussion of findings from the needs assessment, identification of ongoing barriers, and recommendations for future activities; and a list of references. Retention will not be disbursed until the Final Grant Completion Report is submitted to and approved by the State.
- d) Post-Performance Reports: Grantee shall submit Post-Performance Reports, if applicable. Post-Performance Reports shall be submitted to State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of 10 years after the completed project(s) begins operation.

17. OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by State, Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. Grantee or their successors may, with the written approval of State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of Grantee to ensure operation and maintenance of the project in accordance with this provision may, at the option of State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 11, "Default Provisions."

18. STATEWIDE MONITORING REQUIREMENTS. Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Part 2.76 (commencing with § 10780) of Division 6 of California Water Code) and, where applicable, that projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board. See Exhibit H (Requirements for Statewide Monitoring and

Data Submittal), for web links and information regarding other State monitoring and data reporting requirements.

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

- a) Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to State and State has given written approval for such change. Substantial changes generally include changes to the work plan, 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 State's representatives. Grantee shall make such notification at least 14 calendar days prior to the event.
- c) Final inspection of the completed work on a project by a California Registered Professional (Civil Engineer or Geologist, as appropriate), in accordance with Standard Condition D.19 in Exhibit D. Grantee shall notify the State's Project Manager of the inspection date at least 14 calendar days prior to the inspection in order to provide State the opportunity to participate in the inspection.

20. 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.

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 set forth in Paragraph 22. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

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

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

Department of Water Resources

Humboldt County

Arthur Hinojosa
Chief, Division of IRWM
P.O. Box 942836
Sacramento CA 94236-0001
Phone: (916) 653-4736
e-mail: arthur.hinojosa@water.ca.gov

Thomas K. Mattson
Director, Public Works Department
1106 Second Street
Eureka CA 95501
Phone: (707) 445-7741
e-mail: tmattson@co.humboldt.ca.us

Direct all inquiries to the Project Manager:

Department of Water Resources
Kelsey Vella
Division of Integrated Regional Water
Management
P.O. Box 942836
Sacramento CA 94236-0001
Phone: (916) 651-9265
e-mail: kelsey.vella@water.ca.gov

Humboldt County
Cybelle Immitt
Senior Planner
1106 Second Street
Eureka CA 95501
Phone: (707) 267-9542
e-mail: cimmitt@co.humboldt.ca.us

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

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

- Exhibit A – Work Plan
- Exhibit B – Budget
- Exhibit C – Schedule
- Exhibit D – Standard Conditions
- Exhibit E – Authorizing Resolution
- Exhibit F – Report Formats and Requirements
- Exhibit G – Requirements for Statewide Monitoring and Data Submittal
- Exhibit H – State Audit Document Requirements for Grantees

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

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES



Arthur Hinojosa, P.E., Chief
Division of Integrated Regional Water
Management

Date 4/20/17

HUMBOLDT COUNTY



Thomas K. Mattson, Director
Public Works Department

Date 3/28/17

Approved as to Legal Form and Sufficiency



Robin Brewer, Assistant Chief Counsel
Office of Chief Counsel

Date 4-19-17

EXHIBIT A
WORK PLAN

This Agreement includes the first phase of outreach, support, and coordination activities coupled with technical assistance to reach the greatest number of stakeholders and Tribes; and address the breadth of water management, socio-economic, and environmental issues facing the North Coast Funding Area (Funding Area). It is anticipated that a second phase of work (Phase 2), will be added to this Agreement via an amendment in early 2019.

Project 1: Grant Administration

Task 1 – Agreement Administration

Grantee will respond to DWR's reporting and compliance requirements associated with the grant administration.

Task 2 – (Phase 2) Meeting

As the Grantee is working to implement this Agreement, coordinate with DWR to discuss potential amendments for this Agreement to implement Phase 2. This will allow the utilization of the Contingent grant funds in order to implement Phase 2 activities.

Task 3 – Invoicing

The Grantee will be responsible for compiling invoices for submittal to DWR. This includes collecting invoice documentation from each of the activities and compiling the information into a DWR Invoice Packet.

Task 4 – Progress Reports and Final Report

The Grantee will be responsible for compiling progress reports and final report for submittal to DWR. Reports will meet the requirements for reporting outlined in Exhibit G of this Agreement.

Deliverables:

- ☐ Executed Agreement
- ☐ Invoices and associated backup documentation
- ☐ Progress Reports
- ☐ Final Report

Project 2: Outreach, Support, and Coordination

Task 5 – Needs Assessment

Conduct a Funding Area-wide needs assessment of Disadvantaged Community (DAC) water management needs and information gaps to evaluate DAC involvement in IRWM planning efforts, utilizing the DWR Needs Assessment template and building off of existing needs assessment efforts. Incorporate on-the-ground, local knowledge and best practices or strategies from other regional efforts. The needs assessment will build on previously used DAC surveys to determine the technical, managerial, and financial needs, and project priorities for Tribes and DAC water service providers in the Funding Area. An existing contact list will be updated and the DAC survey will be analyzed and spatially referenced to determine which service providers did not respond to the original survey. A survey will be circulated to approximately 30 Tribes, 7 counties, 30 DACs, 300 water service providers, and 20 other entities serving DACs in the Funding Area. A special effort will be made to follow up and determine the best mechanism to obtain responses from small DAC service providers.

Deliverables:

- ☐ Final needs assessment survey

- ☐ Draft and Final needs assessment summary and synthesis of survey data and stakeholder input

Task 6 – Interviews

Perform approximately 60-80 interviews of the North Coast Resource Partnership Policy (NCRP) Review Panel (PRP), Technical Peer Review Committee (TPRC), project proponents and Funding Area stakeholders in Tribal and DACs to evaluate the IRWM planning process, Funding Area objectives, community needs, opportunity for balanced participation, and identification of relevant trends including involvement in local Sustainable Groundwater Management planning efforts.

Deliverables:

- ☐ Contact list of Tribes and DACs involved in interviews
- ☐ List of interview questions

Task 7 – Data Collection and Mapping

Collect and develop data and Geographic Information System (GIS) layers including, but not limited to, locations of Tribal and DAC water systems with drinking water or wastewater impediments; water borne public health issues; storm/flood water management; groundwater monitoring; opportunities for water conservation or recycling; climate change impacts; and land uses that impact water quality.

Deliverables:

- ☐ Final DVD of Tribal and DAC geospatial data and metadata

Task 8 – Proposition 1 IRWM Plan Updates

Research, document, and develop amended North Coast IRWM (NCIRWM) Plan sections to comply with new Proposition 1 IRWM Plan Standards as set forth in the 2016 IRWM Guidelines. Documentation of nitrate, arsenic, perchlorate, or hexavalent chromium contamination in DACs will be one focus of this effort and will include a description of the location, extent, and impacts of the contamination, as well as any actions undertaken to address the contamination. Another focus will be the integration of flood and stormwater management into the NCIRWMP. This task would involve working with local DACs and Tribal agencies to ensure that local flood and stormwater management plans are integrated into the NCIRWMP. Evaluate the existing NCIRWM Plan and identify gaps that exist with regard to North Coast Tribal issues and concerns. In coordination with PRP and TPRC Tribal representatives and members, develop proposed amendments, chapters, reports, fact-sheets, etc. to respond to data gaps for inclusion in the updated NCIRWM Plan.

Deliverables:

- ☐ List of relevant scientific reports and guidance documents
- ☐ Draft and Final updated NCIRWM Plan sections

Task 9 - NCRP Leadership Support and Coordination

This task includes input and oversight from the NCRP PRP, technical evaluation by the TPRC, and input from stakeholders in the Funding Area to support the ongoing development and refinement of the NCRP Plan and DAC and Tribal oriented processes, including evaluating and updating planning objectives and resources management strategies and the integration thereof; evaluating and updating plan performance, technical information, data management and monitoring approaches; highlighting and celebrating successful achievement of objectives; evaluating and updating the water quality/water supply needs in disadvantaged and Tribal communities in the Funding Area; and identifying and prioritizing integrated projects that have multiple benefits and that benefit DACs. This task will allow for the continued coordination and convening of quarterly meetings. All meetings will

be noticed, open to the public and encourage stakeholder participation in the process. This task also includes the coordination of annual North Coast Tribal meetings and other activities to facilitate a nomination and voting process to select new Tribal PRP and TPRC representatives. Develop and distribute meeting agendas and invitations, conduct phone call invitations, set up meeting venues, develop presentations, host conference calls to prepare for the annual meeting, facilitate meetings and summarize meeting information. In addition, ongoing general support of Tribal representatives performed by the Tribal Engagement Coordinator will include developing and distributing meeting materials, hosting conference calls and summarizing meeting information. Coordinate participation of NCRP Tribal PRP & TPRC representatives in meetings, workshops, and other events not directly related to the NCRP, but deemed relevant by the PRP (e.g., DWR and other agency meetings) and in alignment with NCRP goals and objectives.

Deliverables:

- ☐ Agendas and meeting materials for NCRP Quarterly meetings and Tribal Representative meetings
- ☐ Documentation of PRP Decisions, listing of new PRP TPRC representatives, PRP direction and future actions
- ☐ Documentation of revised NCRP Objectives
- ☐ Documentation of revised NCRP planning processes including project review, prioritization, and inclusion processes
- ☐ Materials developed to showcase projects and activities that met program objectives such as posters
- ☐ Documentation of updated metrics to measure the extent to which the objectives are being met

Task 10 – Outreach and Engagement

Conduct outreach and provide opportunities, including targeted outreach, for stakeholders, DACs, and Tribal entities to engage in the NCRP processes. Hold approximately 5-10 stakeholder meetings/workshops throughout the Funding Area to provide information regarding IRWM statewide priorities and technical assistance as it pertains to Proposition 1 IRWM and other funding opportunities; to obtain input from partners and interested public regarding NCRP Plan revisions and enhancements; and to identify issues of concern and project priorities. Provide regular updates and solicit input via the website and e-mail to all interested parties regarding NCRP issues, data, revisions, enhancements and project priorities.

Provide funding of a Tribal Engagement Coordinator to provide effective outreach; collect data; facilitate the NCRP Tribal Representation Process; support NCRP PRP and TPRC Representatives; and share information with North Coast Tribes. The Tribal Engagement Coordinator will work with NCRP staff and Tribal Representatives to provide grant writing support and technical assistance that is relevant to the needs of the North Coast Tribes and aligns with the goals and objectives of the NCRP. Establish and maintain ongoing communication with representatives from each interested Tribe in the North Coast Funding Area as defined by the NCRP Memorandum of Mutual Understandings, Tribal Representation Process. This includes representatives as designated by their perspective Tribal Councils.

Deliverables:

- ☐ Contact List
- ☐ Meeting and workshop agendas and materials
- ☐ Meeting and workshop summaries including a listing of direction and future actions

Task 11 – NCRP Website Enhancement

Enhance the NCRP Website and web-based tools for increased information sharing, identification of priorities for the Funding Area, and DAC participation in project development. This task will identify website enhancements to improve Tribal and DAC inclusion and participation by meeting with the DACs and their representatives and hiring DAC representatives as consultants to support the development of website elements. It is anticipated that the web-based tools development will include the following:

- Improved Interactive Mapping with links to project information
- Implementation Project & Plan Upload to allow stakeholders to upload project proposals or local plans via the website
- Small Community Toolbox to provide resources and references that allow small communities to approach the management and improvement of grey and green infrastructure in a systematic fashion
- Website updates including upcoming calendar events and funding opportunities
- North Coast Tribal Engagement and Resources web pages
- Model Planning & Policy Toolkit to inform communities about effective or innovative management strategies
- Plan Performance and Project Benefit Dashboard
- IRWM Grants Compliance Manual and Guidance

Deliverables:

- ☐ List of stakeholder input and website review meeting summaries
- ☐ Link to new website

Project 3: Technical Assistance

Task 12 – Circuit Rider Program

Develop Requests for Proposals (RFP) to select technical assistance teams to implement this task. This task will provide technical assistance to Tribal communities and DACs including a "circuit rider" element facilitating a Peer to Peer technical service model. It is anticipated that this model will deliver the following forms of technical assistance services:

- Preliminary planning and engineering to upgrade and enhance deteriorating infrastructure
- Assessments of pollution, public health, and water supply threats
- Preliminary project design and feasibility analysis
- Development of funding strategies through grants, loans, and/or rate recovery
- Circuit-rider programs to provide on-site assessments
- Provision of templates and procedures to improve system operations and/or funding requests
- Preparation of applications for funding
- Permitting and environmental review

This task will also consider efforts already underway and ensure coordination with the State Water Resources Control Board's Proposition 1 Technical Assistance program while minimizing duplication of efforts between programs.

Deliverables:

- ☐ RFPs and selection of technical assistance team(s)

- ☐ List of project proponents in need of assistance and documentation of technical assistance provided

Task 13 – Workshops and Trainings

Plan and convene technical assistance workshops targeted towards North Coast Tribes and DACs and tailored to the geographic region and topics identified through the DAC needs assessment and survey. Approximately 6-10 workshops will be conducted and will provide sessions on technologies and activities relevant to the North Coast, current challenges associated with permitting and environmental compliance, Tribal and DAC strategies, funding opportunities, integration of NCRP objectives and interactive sessions to determine project priorities of North Coast Tribal and DACs. This task will also connect service providers to the existing support networks such as Rural Community Assistance Corporation and California Rural Water Association. In addition, this task will involve training for Humboldt County and NCRP staff, and the Tribal Engagement Coordinator to enhance their capacity to support Tribes and DACs with grant application development and project administration and implementation. Workshops will be provided in easily accessible cities/towns and Tribal communities throughout the Funding Area.

Deliverables:

- ☐ Workshop and training schedules, agendas, and materials
- ☐ Workshop training summaries and participant list

Task 14 – Small Community Toolbox Enhancements

The NCRP Small Community Toolbox has been created to provide resources to help with system maintenance, replacement and upgrades, as well as to assist in the project development process. This task will update the existing Toolbox Utility Management Cycle elements and add additional elements that respond to water-related environmental resource management. The need for and nature of new Toolbox elements will be determined during the needs assessment.

Deliverables:

- ☐ Updated and new Toolbox Utility Management Cycle elements

Task 15 – Project Planning, Environmental Documentation or Engineering/Design

Assist Tribal and disadvantaged communities prepare for future water-related infrastructure and environmental project implementation/construction. Communities with limited resources often need assistance in completing the planning and/or design phase of an implementation project and this task will provide services of an engineer or other professional contractor to complete these activities with a preference given to qualified local Disadvantaged Business Enterprises.

Deliverables:

- ☐ RFP and selection of engineering contractor
- ☐ List of projects in need of planning and/or design elements

Task 16 – Proposition 1 IRWM Funding Application Assistance

Assist Tribes and disadvantaged communities identify projects that are competitive and responsive to state criteria and requirements, utilizing survey results provided by the needs assessment and in coordination with NCRP staff and Tribal Engagement Coordinator. Assist with the development of project proposals including solicitation of additional support for engineering and other technical elements. This shall include, but not be limited to, compliance with state monitoring protocols and recording requirements, California Environmental Quality Act/National Environmental Policy Act compliance, project assessment and monitoring plan development, economic cost/benefit analysis, engineering review and approval, detailed GIS analysis, and map production. In addition, this task will develop a Grants Compliance Manual to inform project proponents of what will be required of

them should they be selected for funding. The Grants Compliance Manual will provide examples of Tribal contracts including providing templates, tools and examples of contracting approaches and alternative funding mechanisms adopted by various Tribes in the state.

Deliverables:

- ☐ List of project proponents in need of assistance, and documentation of their needs
- ☐ Draft Grants Compliance Manual providing details about administration of state funds and what to expect if project proposals are selected for funding

Documentation of text, maps, specifications, and other application materials developed on behalf of approved North Coast priority project proponents that require assistance

Task 17: Model and Demonstration Projects

Identify appropriate demonstration projects and innovative programs that reflect the diversity of the region and provide an opportunity to "beta test" the improved Small Community Toolbox, provide real engineering support to providers, and allow for the development of case studies to serve as examples for the North Coast Region.

Deliverables:

- ☐ Prioritized list of model projects and case studies
- ☐ Project documents, studies, designs, and plans
- ☐ Documentation of how the Small Community Toolbox was applied to the model project or case study

Phase 2 (Contingent):

This Agreement includes Contingent (Phase 2) grant funds for a second set of tasks anticipated to implement activities set forth in the summaries and results of Phase 1 outreach and involvement efforts; and to conduct technical assistance to produce implementation-ready projects. In the event that this Agreement is not amended by the termination date set forth in Paragraph 2, the Contingent grant funds and any other remaining grant funds shall be disencumbered and unavailable for further use under this Grant Agreement.

Deliverables:

- ☐ Proposed Agreement Amendment: In order to utilize the Contingent grant funds, Exhibits A (Work Plan), B (Budget), and C (Schedule) of the Agreement will need to be amended.

EXHIBIT B
BUDGET

Activity	Grant Amount		Total
	Grant	Contingent	
Project 1: Grant Administration	\$132,000		\$132,000
Project 2: Outreach, Support, and Coordination	\$937,418		\$937,418
Project 3: Technical Assistance	\$931,016		\$931,016
Contingent (Phase 2)		\$649,566	\$649,566
TOTAL	\$ 2,000,434	\$649,566	\$ 2,650,000

EXHIBIT C

SCHEDULE

Activity	Start Date	End Date
Project 1: Grant Administration	Apr-17	Dec-18
Task 1: Agreement Administration	Apr-17	Dec-18
Task 2: Contingency Meeting	Jun-18	Dec-18
Task 3: Invoicing	Sept-17	Dec-18
Task 4: Progress Reports and Final Completion Report	Sept-17	Dec-18
Project 2: Outreach, Support, and Coordination	July-17	Dec-18
Task 5: Needs Assessment	July-17	Jun-18
Task 6: Tribal and DAC Interviews	Sept-17	Dec-18
Task 7: Data Collection and Mapping	Aug-17	Dec-18
Task 8: Proposition 1 IRWM Plan Updates	Aug-17	Dec-18
Task 9: NCRP Leadership Support and Coordination	July-17	Dec-18
Task 10: Outreach and Engagement	July-17	Dec-18
Task 11: NCRP Website Enhancement	Sept-17	Jan-18
Project 3: Technical Assistance	Aug-17	Dec-18
Task 12: Circuit Rider Program	Aug-17	Dec-18
Task 13: Workshops and Trainings	Nov-17	Dec-18
Task 14: Small Community Toolbox Enhancements	Nov-17	Dec-18
Task 15: Project Planning, Environmental Documentation, or Engineering/Design	July-18	Dec-18
Task 16: Proposition 1 IRWM Funding Application Assistance	July-18	Dec-18
Task 17: Model and Demonstration Projects	July-18	Dec-18
Contingent (Phase 2)	Jan-19	Apr-20

EXHIBIT D
STANDARD CONDITIONS

D.1) ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:

- a) **Separate Accounting of Funding Disbursements and Records:** Grantee shall account for the money disbursed pursuant to this Grant Agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts and disbursements of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
- b) **Fiscal Management Systems and Accounting Standards:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law or this Grant Agreement.
- c) **Disposition of Money Disbursed:** All money disbursed pursuant to this Grant Agreement shall be deposited, administered, and accounted for pursuant to the provisions of applicable law and be placed in a non-interest bearing account.
- d) **Remittance of Unexpended Funds:** Grantee shall remit to State any unexpended funds that were disbursed to 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 State to Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant Agreement, whichever comes first.

D.2) ACKNOWLEDGEMENT OF CREDIT: Grantee shall include appropriate acknowledgement of credit to the State and to all cost-sharing partners for their support when promoting the Project or using any data and/or information developed under this Grant Agreement. During construction of the project, Grantee shall install a sign at a prominent location, which shall include a statement that the project is financed under Water Quality, Supply and Infrastructure Improvement Act of 2014, administered by State of California, Department of Water Resources. Grantee shall notify State that the sign has been erected by providing them with a site map with the sign location noted and a photograph of the sign.

D.3) AIR OR WATER POLLUTION VIOLATION: Under State laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to § 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

D.4) 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. State shall have no obligation to agree to an amendment.

- D.5) **AMERICANS WITH DISABILITIES ACT:** By signing this Grant Agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
- D.6) **APPROVAL:** This Agreement is of no force or effect until signed by all parties to the agreement. Grantee may not submit invoices or receive payment until all required signatures have been obtained.
- D.7) **AUDITS:** State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of Project, with the costs of such audit borne by State. After completion of the Project, State may require Grantee to conduct a final audit to State's specifications, at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may elect to pursue any remedies provided in Paragraph 11 or take any other action it deems necessary to protect its interests.

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

- D.8) **BUDGET CONTINGENCY:** If the Budget Act of the current year covered under this Grant Agreement does not appropriate sufficient funds for the Proposition 1 Implementation Grant Program, this Grant Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Grant Agreement. In this event, State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement. Nothing in this Grant Agreement shall be construed to provide 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, State shall have the option to either cancel this Grant Agreement with no liability occurring to State, or offer a Grant Agreement amendment to Grantee to reflect the reduced amount.
- D.9) **CALIFORNIA CONSERVATION CORPS:** As required in Water Code §79038(b), Grantee shall examine the feasibility of using the California Conservation Corps or community conservation corps to accomplish the habitat restoration, enhancement and protection activities listed in the Exhibit A, Work Plan, and shall use the services of one of these organizations whenever feasible.
- D.10) **CEQA:** Activities funded under this Grant Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA) (Public Resources Code §21000 et seq.). Information on CEQA may be found at the following links:

Environmental Information: <http://resources.ca.gov/ceqa/>

California State Clearinghouse Handbook:
https://www.opr.ca.gov/docs/SCH_Handbook_2012.pdf

- D.11) CHILD SUPPORT COMPLIANCE ACT:** For any Grant Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code §7110, that:
- a) The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with §5200) of Part 5 of Division 9 of the Family Code; and
 - b) The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.12) 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 State's Project Manager, within thirty (30) calendar days of the Grantee's knowledge of the claim. State and 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.13) COMPETITIVE BIDDING AND PROCUREMENTS:** Grantee shall comply with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations in Grantee's contracts with other entities for acquisition of goods and services and construction of public works with funds provided by State under this Grant Agreement.
- D.14) COMPUTER SOFTWARE:** 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.15) 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, §1090 and Public Contract Code, §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, Government Code §87100 *et seq.*
- d) Employees and Consultants to the Grantee: Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.

D.16) DELIVERY OF INFORMATION, REPORTS, AND DATA: Grantee agrees to expeditiously provide throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by State.

D.17) DISPOSITION OF EQUIPMENT: Grantee shall provide to State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.

D.18) DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance: By signing this Grant Agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code §8350 *et seq.*) and have or will provide a drug-free workplace by taking the following actions:

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

D.19) FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL: Upon completion of the Project, Grantee shall provide for a final inspection and certification by the appropriate registered professional (California Registered Civil Engineer or 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. Grantee shall notify the State's Project Manager of the inspection date at least 14 calendar days prior to the inspection in order to provide State the opportunity to participate in the inspection.

- D.20) GRANTEE COMMITMENTS:** Grantee accepts and agrees to comply with all terms, provisions, conditions and commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
- D.21) GRANTEE NAME CHANGE:** Approval of the State's Program Manager is required to change the Grantee's name as listed on this Grant Agreement. Upon receipt of legal documentation of the name change the State will process an amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
- D.22) GOVERNING LAW:** This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.23) INDEMNIFICATION:** Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insured on their liability insurance for activities undertaken pursuant to this Agreement.
- D.24) INDEPENDENT CAPACITY:** Grantee, and the agents and employees of 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.25) 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 Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.
- D.26) INSPECTIONS OF PROJECT BY STATE:** 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 Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with State.
- D.27) INVOICE DISPUTES:** In the event of an invoice dispute, payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided may result in return of the invoice to the Grantee. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. Any claim that Grantee may have regarding the performance of this Grant Agreement including, but not limited to claims for additional compensation or extension of time, shall be submitted to the DWR Project Manager within thirty (30) calendar days of

Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to the Grant Agreement to implement the terms of any such resolution.

- D.28) NONDISCRIMINATION:** During the performance of this Grant Agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medical and family care leave or pregnancy disability leave. 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. Grantee and its contractors or subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, §7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. 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.

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

- D.29) NO DISCRIMINATION AGAINST DOMESTIC PARTNERS:** For contracts over \$100,000 executed or amended after January 1, 2007, the Grantee certifies by signing this Grant Agreement, under penalty of perjury under the laws of State of California that Grantee is in compliance with Public Contract Code §10295.3.
- D.30) 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.31) PERFORMANCE AND ASSURANCES:** Grantee agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in Exhibit A (Work Plan) and to apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law.
- D.32) 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 §11200 in accordance with Public Contract Code §10353.
- D.33) 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 Grantee's service of water, without prior permission of State. 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 Grantee to meet its obligations under this Grant Agreement, without prior written permission of

State, State may require that the proceeds from the disposition of any real or personal property be remitted to State.

- 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:** Notwithstanding any other provision of this Grant Agreement, State shall, for each project, withhold five percent (5.0%) until January 1, 2018 and ten percent (10.0%), thereafter, of the funds requested by Grantee for reimbursement of Eligible Costs. Each project in this Grant Agreement will be eligible to release its respective retention when that project is completed and Grantee has met requirements of Paragraph 16, "Submissions of Reports", except in the case of the last project to be completed under this Grant Agreement, in which case retention for such project will not be disbursed until the "Final Report" is submitted to and approved by State. State shall disburse retained funds to the Grantee.
- D.36) RIGHTS IN DATA:** 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., Government Code §6250 et seq. 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 State for financial support. 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) STATE REVIEWS:** The parties agree that review or approval of project applications, documents, permits, plans, and specifications or other project information by the State is for administrative purposes only and does not relieve the Grantee of their responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the project.
- D.39) SUSPENSION OF PAYMENTS:** This Grant Agreement may be subject to suspension of payments or termination, or both, and Grantee may be subject to debarment if the State determines that:
- a) Grantee, its contractors, or subcontractors have made a false certification, or
 - b) Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant Agreement.
- D.40) SUCCESSORS AND ASSIGNS:** This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.41) TERMINATION BY GRANTEE:** Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing

so, Grantee must provide a reason(s) for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date.

- D.42) TERMINATION FOR CAUSE:** Subject to the right to cure under Paragraph 10, the State may terminate this Grant Agreement and be relieved of any payments should 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 11.
- D.43) TERMINATION WITHOUT CAUSE:** The State may terminate this Grant Agreement without cause on 30 calendar days advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.44) THIRD PARTY BENEFICIARIES:** The parties to this Grant Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.45) TIMELINESS:** Time is of the essence in this Grant Agreement.
- D.46) TRAVEL:** Travel includes the reasonable and necessary costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Agreement. Travel and per diem expenses to be reimbursed under this Agreement shall be at the same rates the State provides for unrepresented employees in accordance with the provisions of Title 2, Chapter 3, of the California Code of Regulations and shall be reimbursed consistent with the rates current at the time of travel. These rates are published at: <http://www.calhr.ca.gov/employees/Pages/travel-meals.aspx>, or its successor website. For the purpose of computing such expenses, Grantee's designated headquarters shall be: 1106 Second Street, Eureka CA 95501. No travel outside the Funding Area shall be reimbursed unless prior written authorization is obtained from the State's Project Manager.
- 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.
- D.49) WORKERS' COMPENSATION:** Grantee affirms that it is aware of the provisions of §3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Grant Agreement and will make its contractors and subcontractors aware of this provision.

EXHIBIT E
AUTHORIZING RESOLUTION

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT, STATE OF CALIFORNIA

Certified copy of portion of proceedings, Meeting of February 7, 2017

RESOLUTION NO. 17-15

RESOLUTION AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE A GRANT AGREEMENT WITH CALIFORNIA DEPARTMENT OF WATER RESOURCES FOR THE NORTH COAST RESOURCE PARTNERSHIP OUTREACH AND INVOLVEMENT: TRIBAL ENGAGEMENT AND ECONOMIC OPPORTUNITY FOR DISADVANTAGED COMMUNITIES PROGRAM.

WHEREAS, on November 4, 2014, the voters of California approved the Water Quality, Supply, and Infrastructure Improvement Act ("Proposition 1"), which authorized the appropriation of 510 million dollars in Integrated Regional Water Management grant funds that were allocated to 12 hydrologic region-based funding areas; and


WHEREAS, the North Coast Funding Area was allocated 26.5 million dollars of the Proposition 1 appropriation, and \$2,650,000 (i.e., 10%) of such funding may be used to support the North Coast Resource Partnership Outreach and Involvement: Tribal Engagement & Economic Opportunity for Disadvantaged Communities Program; and

WHEREAS, in 2005, the County of Humboldt was designated as the Regional Contract Administrator for the North Coast Resource Partnership.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Humboldt County Board of Supervisors hereby approves the proposal filed with the California Department of Water Resources to obtain a Disadvantaged Community Involvement Program grant authorized by the Water Quality, Supply, and Infrastructure Improvement Act (Proposition 1); and
2. The Humboldt County Board of Supervisors hereby approves entering into an agreement to receive a grant for the North Coast Resource Partnership Outreach and Involvement: Tribal Engagement and Economic Opportunity for Disadvantaged Communities Program; and
3. The Humboldt County Board of Supervisors hereby authorizes the Director, or their designee, of the Humboldt County Department of Public Works to execute a grant agreement with California Department of Water Resources to support the North Coast Resource Partnership Outreach and Involvement: Tribal Engagement and Economic Opportunity for Disadvantaged Communities Program.

Dated: February 7, 2017


VIRGINIA BASS, Chair
Humboldt County Board of Supervisors

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT, STATE OF CALIFORNIA
Certified copy of portion of proceedings, Meeting of February 7, 2017

RESOLUTION NO. 17-15

Adopted on motion by Supervisor Sundberg, seconded by Supervisor Fennell, and the following vote:

AYES:	Supervisors	Sundberg, Fennell, Bass, Bohn, Wilson
NAYS:	Supervisors	--
ABSENT:	Supervisors	--
ABSTAIN:	Supervisors	--

STATE OF CALIFORNIA)
County of Humboldt)

I, KATHY HAYES, Clerk of the Board of Supervisors, County of Humboldt, State of California, do hereby certify the foregoing to be an original made in the above-entitled matter by said Board of Supervisors at a meeting held in Eureka, California.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said Board of Supervisors.



By ANA HARTWELL
Deputy Clerk of the Board of Supervisors of the
County of Humboldt, State of California

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 project, discuss the following at the task level, as organized in Exhibit A (Work Plan):

- Estimate of percent work complete.
- Milestones or deliverables completed during the reporting period.
- Discussion of work accomplished during the reporting period and submission of deliverables per Exhibit A.
- Scheduling concerns and issues encountered that may delay completion of the task.
- Work anticipated for the next reporting period.
- Updated schedule or budget inclusive of any changes that have occurred.

FINAL REPORT

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

Executive Summary

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

Stakeholder Summary

- General description of water management needs of DACs, Economically Distressed Areas (EDAs), and underrepresented communities at the Funding Area learned from the activities performed in this program
- General summary of DACs, EDAs, and underrepresented communities involved in IRWM efforts through this Program
- Map(s) identifying all DACs, EDAs, and underrepresented communities with IRWM regions learned from the activities performed in this program

Involvement Activity Summary

- General description of involvement activities performed in this Program, including both successful and unsuccessful involvement activities
- Identification of projects developed from the DAC involvement activities, if applicable

Findings

- Needs Assessment
 - Narrative summary of community characteristics identified and specific community water management needs and resources (technical, managerial, and financial) to address the needs of DACs, EDAs, and underrepresented communities
 - Needs Assessment template table filled in (at the community level)
- Identification of ongoing barriers for DAC involvement in IRWM efforts

- Recommendations for water managers on future DAC involvement activities in IRWM efforts

Looking into the Future

- Next steps for the IRWM regions to continue DAC involvement efforts

References

EXHIBIT G

REQUIREMENTS FOR STATEWIDE MONITORING AND DATA SUBMITTAL

Surface and Groundwater Quality Data

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

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

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

Groundwater Level Data

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

EXHIBIT H

STATE AUDIT DOCUMENT REQUIREMENTS GUIDELINES FOR GRANTEES

State Audit Document Requirements

The list below details the documents/records that State Auditors typically reviewed in the event of a Grant Agreement being audited. Grantees should ensure that such records are maintained for each State funded Program/Project. Where applicable, this list of documents also includes documents relating to the Grantee's funding match which will be required for audit purposes.

Internal Controls:

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

State Funding:

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

Contracts:

1. All subcontractor and consultant contracts and related, if applicable.
2. Contracts between the Grantee, member agencies, and project partners 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 Grant Agreement.

Accounting Records:

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

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Grantee staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Grantee's

Project Files:

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