

Wyandotte Creek Groundwater Sustainability Agency Special Board Meeting Agenda

Date: Thursday, December 12, 2024

Time: 2:00 PM

Location: Oroville City Council Chamber, 1735 Montgomery St, Oroville, CA 95965

No public comments or questions will be taken online.

REQUESTS TO ADDRESS BOARD

If you would like to address the Board at this meeting, you are requested to complete the blue speaker request form (located on the wall by the agendas) and hand it to the Board Clerk, who is seated on the right of the Council Chamber. The form assists the Clerk with minute taking and assists the Board in conducting an orderly meeting. Providing personal information on the form is voluntary. For scheduled agenda items, please submit the form prior to the conclusion of the staff presentation for that item. Pursuant to Government Code Section 54954.2, the Board is prohibited from taking action except for a brief response from the Board or staff to statements or questions relating to a non-agenda item.

Attend in-person or listen in by one of the methods listed below. The zoom option is for viewing purposes only.

- Zoom Link:
<https://zoom.us/j/91028842432?pwd=TVh4SIFHbUhyTG9oeXFnejFWUjEwZz09>
- By Phone – 1-669-900-6833 Passcode: 17351735
- Zoom Application: Meeting ID: 91028842432 Passcode: 17351735
- Email comments accepted until 12:00 PM to publiccomment@cityoforoville.org

WYANDOTTE CREEK GROUNDWATER SUSTAINABILITY AGENCY

SPECIAL BOARD MEETING AGENDA

December 12, 2024

1. Pledge of Allegiance

2. Roll Call:

3. *Approval of the 6/27/24 & 11/21/24 Wyandotte Creek GSA Board Meeting Minutes

Requested Action: Approve the Wyandotte Creek GSA meeting minutes.

4. *Review and Discussion of Budget Implications for Proposed Monitoring Network Locations

At the November 21, 2024 board meeting, the Board reviewed and approved new monitoring network locations for the Wyandotte Creek Subbasin as part of the Data Gap Identification and Data Improvement Project funded by the Sustainable Groundwater Management Grant Program. This item will focus on the budget implications of the approved monitoring network, including anticipated annual maintenance and monitoring costs. The discussion will ensure the Board has a clear understanding of long-term financial commitments associated with these enhancements. **(Ryan Fulton, Larry Walker & Associates & Becky Fairbanks, SGM Grant Projects Manager)**

Requested Action: Accept as information or provide direction to staff.

5. *Consideration of SGM Grant Budget Amendment – Reallocation of Component 5 Funds

At the November 21, 2024 board meeting, the Board requested additional details regarding the proposed reallocation of Component 5 funds under the SGM Grant. This presentation will provide a comprehensive overview of the rationale for the reallocation, including a detailed explanation of the anticipated benefits to the GSA and its constituents. The discussion will also address the broader implications of this amendment, including its alignment with project priorities, impact on the overall grant budget, and how the reallocation supports the GSA's long-term groundwater management goals. **(Ryan Fulton, Larry Walker & Associates)**

Requested Action: Approve amendment to the SGM Grant Agreement 4600015879 to reallocate Component 5 funds, or provide direction to staff.

6. Adjourn The Meeting

The meeting will be adjourned. A regular meeting of the Wyandotte Creek GSA Board will be scheduled on **February 27, 2025 at 2:00 pm.**

Accommodating Those Individuals with Special Needs – In compliance with the Americans with Disabilities Act, the City of Oroville encourages those with disabilities to participate fully in the public meeting process. If you have a special need in order to allow you to attend or participate in our public meetings, please contact the Board Clerk at (530) 538-2535, well in advance of the regular meeting you wish to attend, so that we may make every reasonable effort to accommodate you. Documents distributed for public session items, less than 72 hours prior to meeting, are available for public inspection at City Hall, 1735 Montgomery Street, Oroville, California.

Recordings - All meetings are audio recorded.

*Materials included in Packet



**Wyandotte Creek
Groundwater Sustainability Agency
Agenda Transmittal**

Agenda Item: 4

Subject: Draft Proposed New Monitoring Network Locations

Contact: Becky Fairbanks

Phone: 530-552-3587

Meeting Date: 12/12/2024

Regular Agenda

Department Summary:

At the November 21, 2024 board meeting, the Board reviewed and approved new monitoring network locations for the Wyandotte Creek Subbasin as part of the Data Gap Identification and Data Improvement Project funded by the Sustainable Groundwater Management Grant Program. This item will focus on the budget implications of the approved monitoring network, including anticipated annual maintenance and monitoring costs. The discussion will ensure the Board has a clear understanding of long-term financial commitments associated with these enhancements.

Fiscal Impact: Initial construction and implementation covered by SGM Grant funding. Ongoing operation and maintenance of new monitoring wells could be funded by GSA fees after March 2026.

Staff Recommendations: Accept as information or provide direction to staff.

Wyandotte Creek Subbasin Update on Proposed Monitoring Network Enhancements

Prepared by

The LWA Team in coordination with the Wyandotte Creek GSA

Funding provided by the California Department of Water Resources

November 2024



**Luhdorff &
Scalmanini**
Consulting Engineers



CALIFORNIA
STATE UNIVERSITY, CHICO

Wyandotte Creek
GROUNDWATER SUSTAINABILITY
AGENCY



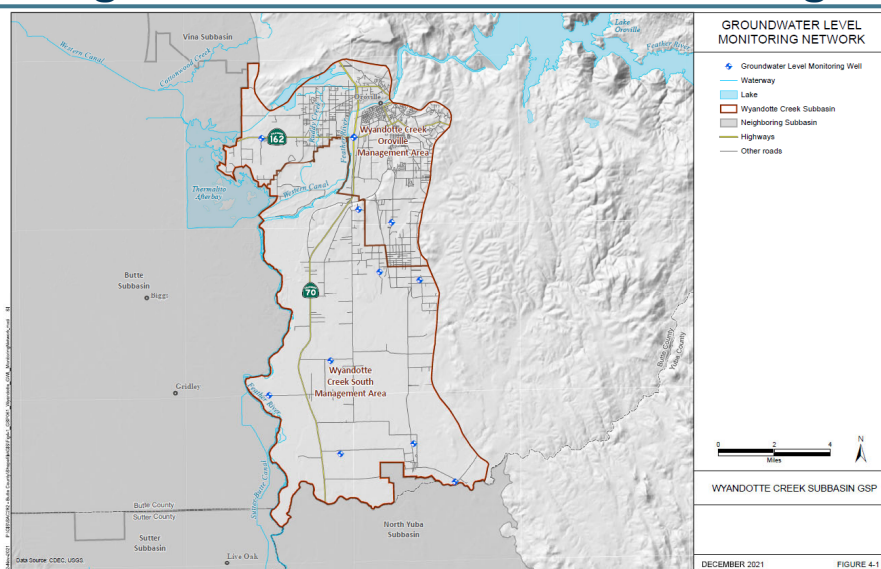
Outline

- Project Objectives
- Overview Existing Groundwater Level Monitoring Network
- Monitoring Network Development Steps
- Proposed Enhancements
- Domestic Well Survey & Monitoring Plan
- Monitoring Costs
- Next Steps

Objectives

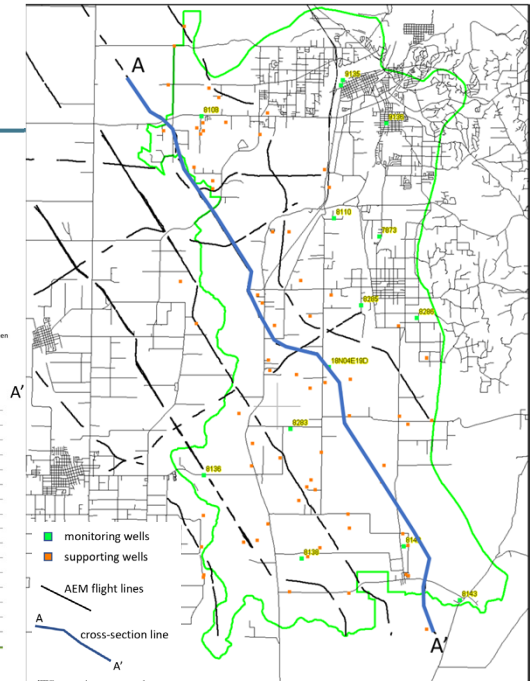
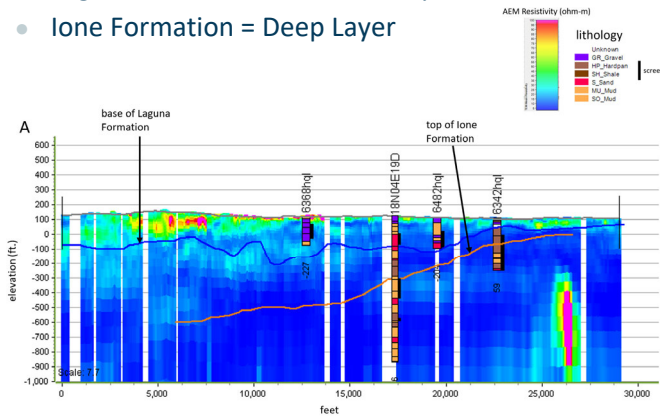
- Address data gaps identified in the Wyandotte Creek GSP & DWR's Determination Letter
- Monitor all beneficial uses and users of groundwater including:
 - ✓ Interconnected surface waters (ISWs),
 - ✓ Groundwater dependent ecosystems (GDEs),
 - ✓ Domestic well owners, and
 - ✓ Agricultural users
- Available funding to drill a minimum of fifteen (15) shallow wells and three (3) multi-completion wells, install minimum of five (5) stream gages, and equip ten (10) domestic wells with monitoring equipment.

Existing Groundwater Level Monitoring Network



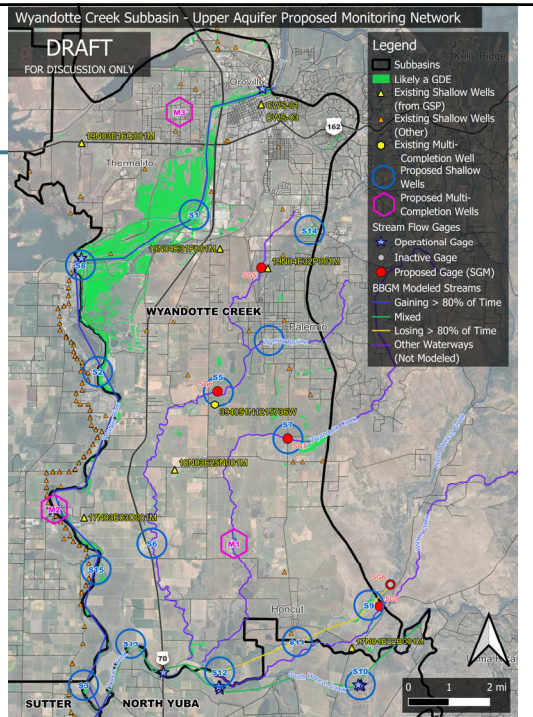
Monitoring Network Development

- Identified existing shallow and deep wells using DWR AEM Surveys
- Laguna Formation = Shallow Layer
- Lone Formation = Deep Layer



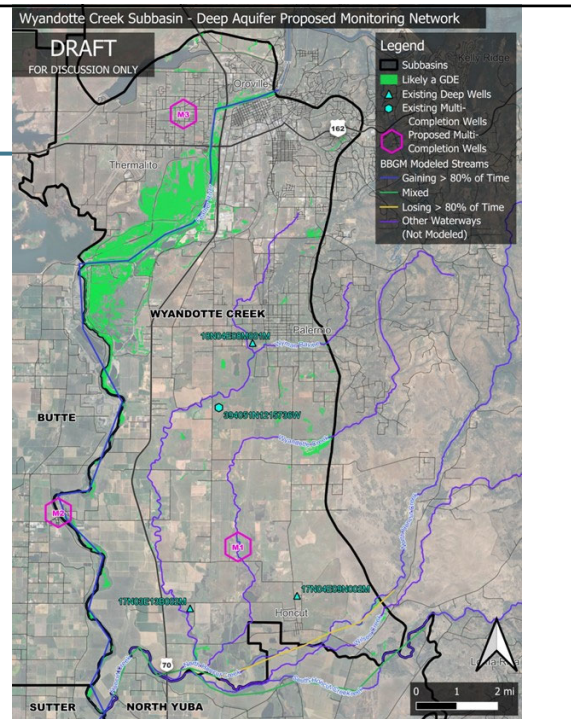
Proposed Shallow Monitoring Network

- Eight (8) existing shallow wells
- One (1) existing multi-completion well
- Enhancements include:
 - ✓ fifteen (15) shallow wells
 - ✓ three (3) multi-completion wells
 - ✓ five (5) stream gages



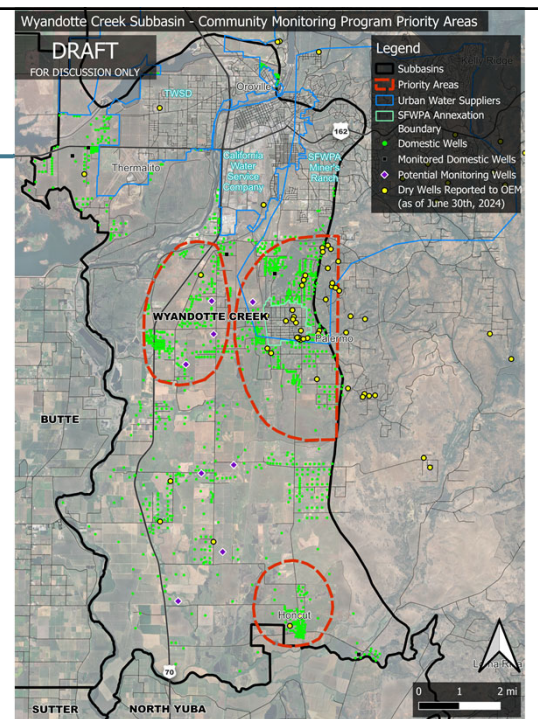
Proposed Deep Monitoring Network

- Three (3) existing deep wells
- One (1) existing multi-completion well
- Enhancements include:
 - ✓ three (3) multi-completion wells



Domestic Well Survey & Monitoring Plan

- Roughly 1,340 domestic wells in the subbasin
- Five (5) existing domestic wells monitored periodically by DWR
- Eight (8) additional domestic wells available for monitoring
- Budget to equip ten (10) domestic wells with continuous monitoring equipment



Real-Time Monitoring

- Groundwater Level Monitoring Sites
 - Installation Cost: \$6,500 - \$11,000 per site
 - Annual on-going O&M Cost: \$1,000 - \$2,500 per site

- Stream Flow Gages
 - Installation Cost: up to \$35,000 per site
 - Annual on-going O&M Cost: \$4,000 - \$8,000 per site



Figure 1. Groundwater level monitoring site with ENO Scientific sensor.



Figure 2. In-Situ pressure transducer for measuring groundwater levels and stream stage.

Real-Time Monitoring (continued)

Table 1. Installation and Annual O&M Cost for Real-Time Monitoring.

Locations	Number of Sites	Installation Cost	Average Annual O&M Cost
Domestic Wells	10	\$70,000	\$15,000
Shallow Wells	15	\$105,000	\$22,500
Multi-Completion	3	\$33,000	\$6,000
Stream Gages	5	\$175,000	\$30,000
Total:	33	\$383,000	\$73,500

Assumptions:

- 1.) Domestic and Shallow Well Installation Cost = \$7,000 per site; O&M Cost = \$1,500 per site.
- 2.) Multi-Completion Well Installation Cost = \$11,000 per site; O&M Cost = \$2,000 per site.
- 3.) Stream Gage Installation Cost = \$35,000 per site; O&M Cost = \$6,000 per site.
- 4.) Sites will be maintained indefinitely (e.g., replace sensors, dataloggers, etc. as needed). Routine site maintenance (e.g., clean solar panel, replace desiccant, etc.) completed by lower cost employee (e.g., intern).
- 5.) Stream gages calibrated annually to ensure accuracy of stage-discharge relationship.
- 6.) Real-time monitoring planned only at new monitoring locations; additional installations on existing monitoring sites may be considered as grant funding allows.
- 7.) SGM grant pays for installation costs; GSA is responsible for ongoing site maintenance.

Next Steps

- Access agreements, final designs, & bid documents complete January 2025
- Well contractors notice to proceed by February 2025
- New wells installed by June 2025
- Stream gage installations start December 2024

Questions?



**Wyandotte Creek
Groundwater Sustainability Agency
Agenda Transmittal**

Agenda Item: 5

Subject: Proposed Grant Amendment

Contact: Becky Fairbanks **Phone:** 530-552-3587 **Meeting Date:** 12/12/2024 **Regular Agenda**

Department Summary:

Background:

Wyandotte Creek GSA was awarded \$5.5M for their proposed projects through the Department of Water Resources Sustainable Groundwater Management (SGM) Grant. One of Wyandotte Creek’s projects is the Thermalito Water Treatment Plant Capacity Upgrade (Component 5). The awarded budget for this project is \$2,318,534.

The project began in May 2022 and was completed in April 2024. The SGM grant guidelines stipulate reimbursement of expenses could go back as far as October 2022. As a result, the project was not to invoice for the work done and expenses incurred prior to October 2022.

We are able to invoice and be reimbursed for \$1,554,552. This leaves a balance of \$736,982.

The Board will receive a presentation of the proposed grant amendment. The Board will discuss and make a recommendation on the proposed amendment.

Fiscal Impact: None. This is funded through the SGM Grant.

Staff Recommendations: Approve amendment to the SGM Grant Agreement 4600015879 to reallocate Component 5 funds, or provide direction to staff.

Current Budget	
Components/Budget Category	Total Budgeted
COMPONENT 1: Grant Administration	\$ 200,000.00
(a): Grant Administration	\$ 200,000.00
COMPONENT 2: Data Gaps and Refinements	\$ 1,978,750.00
(a): Component 2 Administration	\$ -
(b): Planning / Design / Environmental	\$ 70,000.00
(c): Construction / Implementation	\$ 1,200,000.00
(d): Monitoring / Assessment	\$ 593,750.00
(e): Outreach / Public Education	\$ 115,000.00
COMPONENT 3: SGMA Compliance and Inter-basin Coordination	\$ 630,000.00
(a): Component 3 Administration	\$ -
(b): Planning / Design / Environmental	\$ 100,000.00
(c): Construction / Implementation	\$ -
(d): Monitoring / Assessment	\$ 520,000.00
(e): Outreach / Public Education	\$ 10,000.00
COMPONENT 4: Regional Conjunctive Use Project	\$ 400,000.00
(a): Component 4 Administration	\$ -
(b): Planning / Design / Environmental	\$ 280,000.00
(c): Construction / Implementation	\$ 80,000.00
(d): Monitoring / Assessment	\$ 20,000.00
(e): Outreach / Public Education	\$ 20,000.00
COMPONENT 5: Thermalito Water Treatment Plant Capacity Upgrade	\$ 2,318,534.00
(a): Component 5 Administration	\$ -
(b): Planning / Design / Environmental	\$ -
(c): Construction / Implementation	\$ 2,318,534.00
(d): Monitoring / Assessment	\$ -
(e): Outreach / Public Education	\$ -
Total:	\$ 5,527,284.00

Proposed Budget	
Components/Budget Category	Total Budgeted
COMPONENT 1: Grant Administration	\$ 200,000.00
(a): Grant Administration	\$ 200,000.00
COMPONENT 2: Data Gaps and Refinements	\$ 2,239,732.00
(a): Component 2 Administration	\$ -
(b): Planning / Design / Environmental	\$ 70,000.00
(c): Construction / Implementation	\$ 1,200,000.00
(d): Monitoring / Assessment	\$ 743,750.00
(e): Outreach / Public Education	\$ 225,982.00
COMPONENT 3: SGMA Compliance and Inter-basin Coordination	\$ 780,000.00
(a): Component 3 Administration	\$ -
(b): Planning / Design / Environmental	\$ 200,000.00
(c): Construction / Implementation	\$ -
(d): Monitoring / Assessment	\$ 570,000.00
(e): Outreach / Public Education	\$ 10,000.00
COMPONENT 4: Regional Conjunctive Use Project	\$ 753,000.00
(a): Component 4 Administration	\$ -
(b): Planning / Design / Environmental	\$ 630,000.00
(c): Construction / Implementation	\$ 80,000.00
(d): Monitoring / Assessment	\$ 20,000.00
(e): Outreach / Public Education	\$ 23,000.00
COMPONENT 5: Thermalito Water Treatment Plant Capacity Upgrade	\$ 1,554,552.00
(a): Component 5 Administration	\$ -
(b): Planning / Design / Environmental	\$ -
(c): Construction / Implementation	\$ 1,554,552.00
(d): Monitoring / Assessment	\$ -
(e): Outreach / Public Education	\$ -
Total:	\$ 5,527,284.00



SGM Grant Budget Amendment Discussion

Becky Fairbanks
Wyandotte Creek GSA Board
December 12, 2024

Background

- ▶ Wyandotte Creek GSA was awarded \$5.5M for their proposed projects through the SGM grant.
 - ▶ One of the projects, Thermalito Water Treatment Plant Capacity Upgrade was awarded \$2.3M.
 - ▶ The project began in May 2022 and ended in April 2024.

- ▶ The SGM grant guidelines stipulates projects can be reimbursed back to October 2022.
 - ▶ The Treatment Plant project can be reimbursed for \$1.5M.
 - ▶ This leaves a balance of \$763,982.

Recommended Proposal

- ▶ Component 2, Category D: Data Gaps and Refinements. Task 9 – Draft 5-Year Periodic Evaluation
 - ▶ Reallocate \$50,000
 - ▶ Complete and finalize amendments to the GSP and 5-Year Periodic Evaluation

- ▶ Component 2, Category D. Task 10: GDE Biological Field Survey
 - ▶ Reallocate \$100,000
 - ▶ More in-depth analysis of GDEs to support GSP and monitoring refinements

Recommended Proposal continued

- ▶ Component 2, Category E. Task 13: Outreach and Education
 - ▶ Reallocate \$123,482
 - ▶ Expand on outreach efforts for the projects and the subbasin

- ▶ Component 3, Category B: SGMA Compliance and Inter-basin Coordination. Task: Finalized Fee Study
 - ▶ Reallocate \$100,000
 - ▶ Conduct a new fee study

Recommended Proposal continued

- ▶ Component 3, Category D.
- ▶ Reallocate \$50,000
 - ▶ Task 2: Integrated Groundwater-Surface Water Modeling
 - ▶ Evaluate the costs and benefits of transitioning to a regional groundwater model versus updating our local groundwater model
 - ▶ Task 3: Data Management System (DMS) Enhancements
 - ▶ Expand our level of effort on the DMS task to support the needs of the GSA

Recommended Proposal continued

- ▶ Component 4, Category B: Regional Conjunctive Use
 - Task 2: Surface Water Supplies Feasibility Study
 - ▶ Reallocate \$350,000
 - ▶ Prepare 60% design plans and specifications for updates needed to support in-lieu recharge
- ▶ Component 4, Category E. Task: Outreach and Education
 - ▶ Reallocate \$3,000
 - ▶ Expand on outreach efforts for the project

Wyandotte Creek Subbasin Regional Conjunctive Use Project Update

Prepared by

The LWA Team in coordination with the Wyandotte Creek GSA

Funding provided by the California Department of Water Resources

December 2024

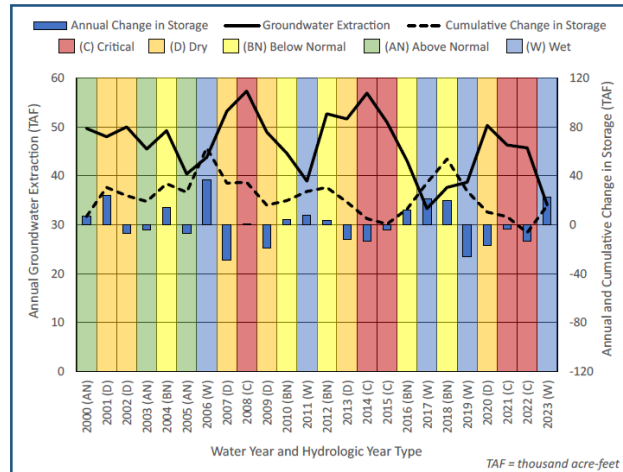


Outline

- Current Groundwater Conditions
- Regional Conjunctive Use Program Overview
- General Project Implementation Process
- Example and Potential Project Concepts
- Questions

Current Groundwater Conditions

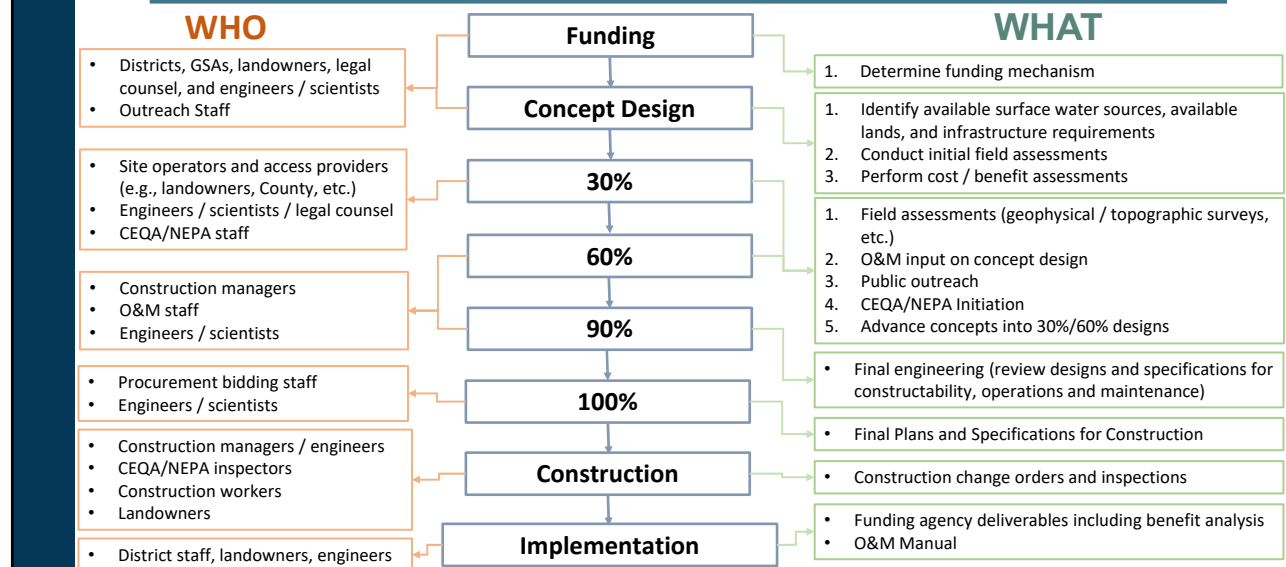
- Medium Priority Subbasin
- GSP completed January 2022
- GSP estimates an average annual volume of combined increased recharge or decreased pumping to achieve sustainability
 - 1,000 acre-feet without climate change
 - 2,000 acre-feet with 2070 climate change



Regional Conjunctive Use Project

- Intra-Basin Water Exchange Feasibility Study: Planning and Feasibility**
 - *Objective: To work with water purveyors with service areas within and outside the Subbasin to enhance their ability to divert supply and make it available to agricultural users within the subbasin*
- Agricultural Surface Water Supplies Feasibility Study: Planning and Feasibility**
 - *Objective: To expand surface water use for irrigation among agricultural groundwater users*
- Agricultural Irrigation Efficiency Pilot Program**
 - *Objective: To reduce non-beneficial evapotranspiration by improving on-farm management practices through a pilot precision irrigation program*

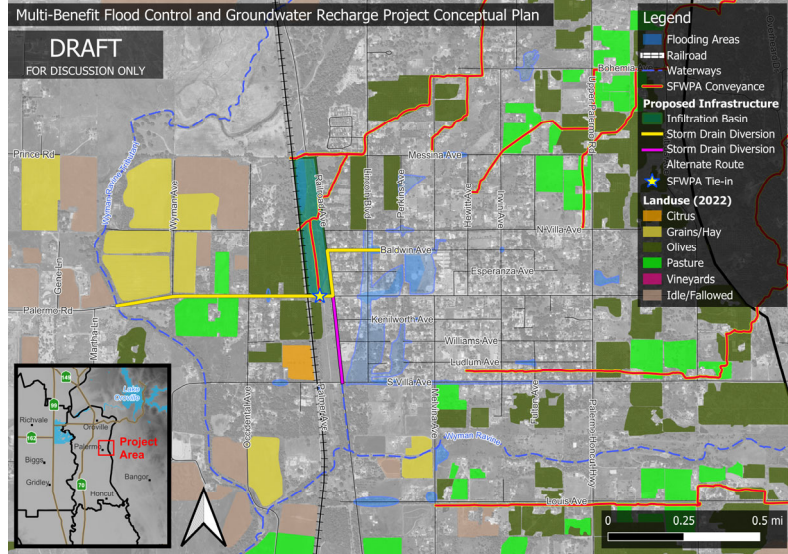
General Project Implementation Process



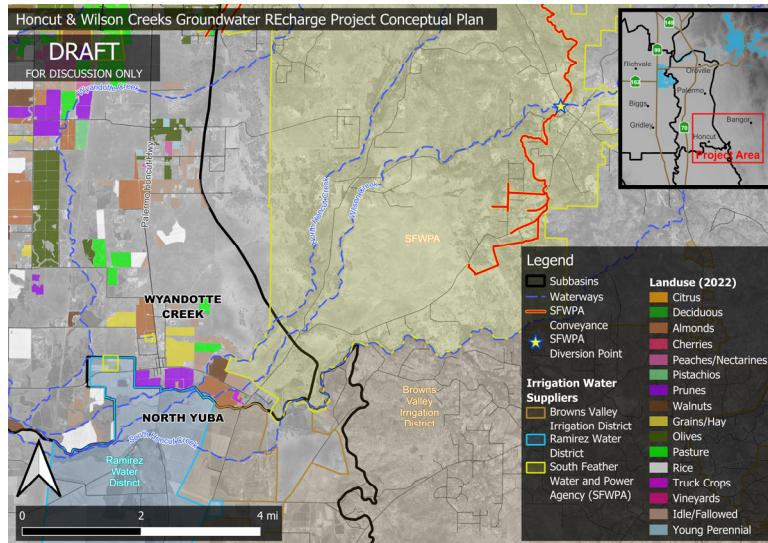
Example and Potential Project Concepts

- Regional Conjunctive Use Projects
 - Palermo Drainage Plan, Multi-Benefit Flood Control and Groundwater Recharge Project
 - Honcut & Wilson Creeks In-lieu Groundwater Recharge Project
 - Feather River Recharge Project

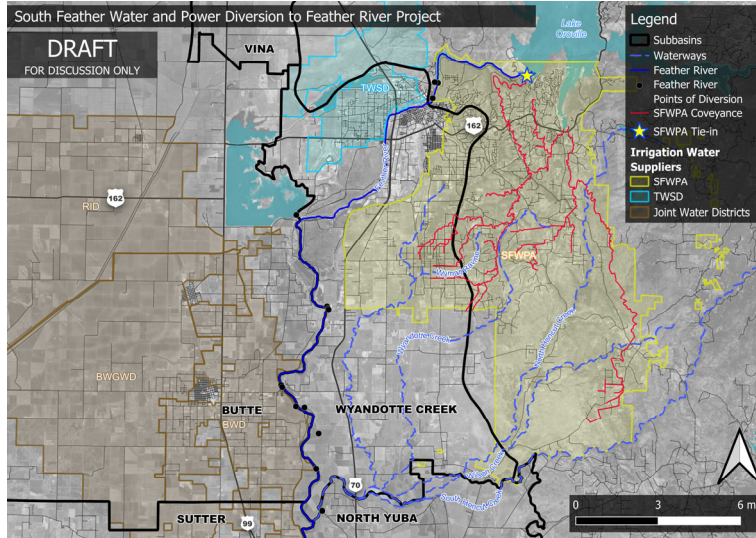
Palermo Master Drainage Plan, Multi-Benefit Flood Control and Groundwater Recharge Project



Honcut & Wilson Creeks Groundwater Recharge Project



Feather River Recharge Project



Current Budget

Budget Category	Grant Admin	Data Gaps	Inter-basin Coordination & Modeling	Regional Conjunctive Use	TWSD Treatment Plant
a. Administration	a. \$200,000	a.	a.	a.	a.
b. Planning / Design	b.	b. \$70,000	b. \$100,000	b. \$280,000	b.
c. Construction	c.	c. \$1,200,000	c.	c. \$80,000	c. \$2,318,534
d. Monitoring	d.	d. \$593,750	d. \$520,000	d. \$20,000	d.
e. Outreach	e.	e. \$115,000	e. \$10,000	e. \$20,000	e.
Total:	\$200,000	\$1,978,750	\$630,000	\$400,000	\$2,318,534

Proposed Amended Budget

Budget Category	Grant Admin	Data Gaps	Inter-basin Coordination & Modeling	Regional Conjunctive Use	TWSD Treatment Plant
a. Administration	a. \$200,000	a.	a.	a.	a.
b. Planning / Design	b.	b. \$70,000	b. \$200,000	b. \$630,000	b.
c. Construction	c.	c. \$1,200,000	c.	c. \$80,000	c. \$1,554,552
d. Monitoring	d.	d. \$743,750	d. \$570,000	d. \$20,000	d.
e. Outreach	e.	e. \$225,982	e. \$10,000	e. \$23,000	e.
Total:	\$200,000	\$2,239,732	\$780,000	\$753,000	\$1,554,552

Requested Action

- Recommended Action: Approve proposed amendment for the SGM Grant Agreement 4600015879.



**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA
(DEPARTMENT OF WATER RESOURCES) AND
WYANDOTTE CREEK GROUNDWATER SUSTAINABILITY AGENCY
AGREEMENT NUMBER 4600015879**

SUSTAINABLE GROUNDWATER MANAGEMENT ACT (SGMA) IMPLEMENTATION GRANT

AMENDMENT 1

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

1. **PURPOSE.** The State shall provide funding from the Budget Acts of 2021 and 2022 (Stats. 2021, ch. 240, § 80; Stats. 2022, ch. 43, § 2), and Public Resources Code section 80146 et seq. (Proposition 68) to the Grantee to assist in financing the Wyandotte Creek Subbasin Groundwater Sustainability Plan (GSP) Projects and Management Actions Implementation (Project). By executing this Agreement, the Grantee certifies that the purpose of the Project is to implement SGMA as outlined in the Grantee's GSP or Alternative to a GSP. The provision of State funds pursuant to this Agreement shall not be construed or interpreted to mean that the GSP or Alternative to GSP, or any components of the GSP, implemented in accordance with the Work Plan as set forth in Exhibit A will be: adopted by the applicable Groundwater Sustainability Agency (GSA); obtain the necessary desirable results of Sustainable Management Criteria; or, meet all of the evaluation and assessment criteria when submitted to DWR as required by the SGMA and implementing regulations.
2. **TERM OF GRANT AGREEMENT.** The term of this Grant Agreement begins on JANUARY 1, 2024, and ends three (3) years following the final payment unless otherwise terminated or amended as provided in this Agreement. However, all work shall be completed by MARCH 31, 2026, and no funds may be requested after APRIL 15, 2026.
3. **GRANT AMOUNT.** The maximum amount payable by the State under this Agreement shall not exceed \$5,527,284. Any additional costs are the responsibility of the Grantee.
4. **BASIC CONDITIONS.** The State shall have no obligation to disburse money for the Project under this Grant Agreement until the Grantee has satisfied the following conditions:
 - A. The Grantee must demonstrate compliance with all eligibility criteria set forth on Pages 7 through 13 of the *SGM Grant Program 2021 Guidelines, amended April 2023 (2021 Guidelines)*.
 - B. For the term of this Grant Agreement, the Grantee submits Quarterly Progress Reports, associated quarterly invoices, and all invoice backup documentation no later than sixty (60) days following the end of the calendar quarter (e.g. submitted by May 30th, August 29th, November 29th, and February 28th) and all other deliverables as required by Paragraph 11, "Submission of Reports" and Exhibit A, "Work Plan".
 - C. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State:
 - i. Final plans and specifications certified by a California Registered Civil Engineer (or equivalent registered professional as appropriate) to certify compliance for each approved project as listed in Exhibit A, "Work Plan" of this Grant Agreement.
 - ii. Work that is subject to the California Environmental Quality Act (CEQA) process and/or environmental permitting shall not proceed under this Grant Agreement until the following actions are performed:
 - a. The Grantee submits to the State all applicable environmental permits as indicated on the Environmental Information Form (EIF) to the State,
 - b. Documents that satisfy the CEQA process are received by the State,
 - c. The State has completed its CEQA compliance review as a Responsible Agency, and

- d. The Grantee receives written concurrence from the State of Lead Agency's CEQA document(s) and State notice of verification of environmental permit submittal.

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

iii. A monitoring plan as required by Paragraph 13, "Project Monitoring Plan Requirements."

5. DISBURSEMENT OF FUNDS. The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to the Grantee under this Grant Agreement shall be deposited in a non-interest-bearing account and shall be used solely to pay Eligible Project Costs.
6. ELIGIBLE PROJECT COST. The Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget." Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Work performed on the Project after OCTOBER 4, 2022, shall be eligible for reimbursement.

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

- A. Costs for preparing and filing a grant application and/or spending plan.
- B. Costs associated with the formation of a GSA(s) or other board formation that is responsible for implementing SGMA.
- C. Operation and maintenance costs, including post-construction performance and monitoring costs.
- D. Purchase of equipment is not an integral part of a project.
- E. Establishing a reserve fund.
- F. Purchase of water supplies.
- G. Replacement of existing funding sources.
- H. Travel and per diem costs, except for mileage.
- I. Support of existing agency requirements and mandates.
- J. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or acquisition of land by eminent domain.
- K. Meals, food items, or refreshments.
- L. Costs incurred as part of any necessary response and cleanup activities required under the Comprehensive Environmental Response, Compensation, and Liability Act; Resource Conservation and Recovery Act; Hazardous Substances Account Act; or other applicable law.

M. Overhead and indirect costs: "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee; non-project-specific accounting and personnel services performed within the Grantee's organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; forums, training, and seminars; and, generic overhead or markup. This prohibition applies to the Grantee and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.

7. METHOD OF PAYMENT. After the disbursement requirements in Paragraph 4, "Basic Conditions" are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee via US mail or Express mail delivery of a "wet signature" invoice or an electronic invoice certified and transmitted via DocuSign for costs incurred and timely Quarterly Progress Reports as required by Paragraph 11, "Submission of Reports." Payment will be made no more frequently than quarterly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Invoices must accompany a Quarterly Progress Report and shall be submitted within no later than sixty (60) days following the end of the calendar quarter (e.g. submitted by May 30th, August 29th, November 29th, and February 28th). The State will notify the Grantee, in a timely manner, whenever, upon review of an Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Grantee shall include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice. If backup documentation provided is outside of the period identified in the particular invoice, the Grantee must provide justification within the associated Quarterly Progress Report and note the discrepancy on the Invoice Submittal Summary Sheet.
- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.
- C. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:
 - i. Invoices must contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered and the total amount due.
 - ii. Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B, "Budget." The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - iii. One set of sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
 - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Grant Amount."

Original signature and date (in ink) of the Grantee's Project Representative. Submit the original "wet signature" copy of the invoice form to the following address: Lauren ~~Hinch-Crotty~~ at P.O. Box 942836, Sacramento, CA 94236-0001 or an electronic signature certified and transmitted via DocuSign from an authorized representative to Lauren ~~Hinch-Crotty~~ at Lauren.Hinch@water.ca.gov/Lauren.Crotty@water.ca.gov.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs/cost share). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 487-489.)

8. WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 9, "Default Provisions," the portion that has been disbursed shall thereafter be repaid immediately at the time the State notifies the Grantee, as directed by the State. The State may consider the Grantee's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 9. If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.
9. DEFAULT PROVISIONS. The Grantee will be in default under this Grant Agreement if any of the following occur:
- A. Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between the Grantee and the State evidencing or securing the Grantee's obligations;
- i. Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement;
 - ii. Failure to operate or maintain the Project in accordance with this Grant Agreement.
 - iii. Failure to make any remittance required by this Grant Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.5.
 - iv. Failure to submit quarterly progress reports pursuant to Paragraph 4.
 - v. Failure to routinely invoice the State pursuant to Paragraph 7.
 - vi. Failure to meet any of the requirements set forth in Paragraph 10, "Continuing Eligibility."
 - vii. A determination pursuant to Government Code section 11137 that the Grantee has violated any of the following: Government Code sections 11135 or 12960 et seq.; Civil Code sections 51-54.2, inclusive; or any regulations adopted to implement these sections.
- B. Should an event of default occur, the State shall provide a notice of default to the Grantee and shall give the Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, the State may do any of the following:
- i. Declare the funding to be immediately repaid, with interest, which shall be equal to the State of California general obligation bond interest rate in effect at the time of default.
 - ii. Terminate any obligation to make future payments to the Grantee.

- iii. Terminate the Grant Agreement.
- iv. Take any other action that it deems necessary to protect its interests.

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

10. CONTINUING ELIGIBILITY. The Grantee must meet the following ongoing requirement(s) and all eligibility criteria outlined in the 2021 Guidelines, amended April 2023, to remain eligible to receive State funds:
- A. The Grantee must continue to demonstrate eligibility and the groundwater basin must continue to be an eligible basin as outlined in the 2021 Guidelines, amended April 2023, and 2021 PSP.
 - B. Grantee must adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406) for data sharing, transparency, documentation, and quality control.
 - C. If the Grantee diverting surface water, the Grantee must maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et seq.
 - D. If applicable, maintain compliance with the Urban Water Management Planning Act (Wat. Code, § 10610 et seq.).
 - E. If applicable, maintain compliance with Sustainable Water Use and Demand Reduction requirements outlined in Water Code Section 10608, et seq.
 - F. On March 4, 2022, the Governor issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. The EO may be found at: <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under State law. The EO directs DWR to terminate funding agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that the Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.
11. SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to the State. All reports shall be submitted to the State's Grant Manager, and shall be submitted via DWR's "Grant Review and Tracking System" (GRanTS), or an equivalent online submittal tool. If requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F, "Report Formats and Requirements." The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State, of a Project Completion Report is a requirement for the release of any funds retained for such project.
- A. Quarterly Progress Reports: The Grantee shall submit Quarterly Progress Reports to meet the State's requirement for disbursement of funds. Quarterly Progress Reports shall be uploaded via GRanTS, or an equivalent online submittal tool, and the State's Grant Manager notified of the upload. Quarterly Progress Reports shall, in part, provide a brief description of the work performed, the Grantee's activities, milestones achieved, any accomplishments, and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Quarterly Progress Report should be submitted to the State no later than APRIL 15, 2024 with future reports then due on successive three-month increments based on the invoicing schedule and this date. The DWR

Grant Manager will provide a Quarterly Progress Report template that shall be used for the duration of the Agreement.

- B. Groundwater Sustainability Plan or Alternative: The Grantee shall ensure that any updates to the GSP or Alternative shall be formatted, drafted, prepared, and completed as required by the GSP Regulations, and in accordance with any other regulations or requirements that are stipulated through SGMA.
 - C. Component Completion Reports: The Grantee shall prepare and submit to the State a separate Component Completion Report for each component included in Exhibit A, "Work Plan". The Grantee shall submit a Component Completion Report within ninety (90) calendar days of component completion. Each Component Completion Report shall include, in part, a description of actual work done, any changes or amendments to each component, a final schedule showing actual progress versus planned progress, copies of any final documents or reports generated or utilized during a project. The Component Completion Report shall also include, if applicable, certification of final component by a California Registered Civil Engineer (or equivalent registered professional as appropriate), consistent with Standard Condition D.18, "Final Inspections and Certification of Registered Civil Engineer". A DWR "Certification of Project Completion" form will be provided by the State.
 - D. Grant Completion Report: Upon completion of the Project included in Exhibit A, "Work Plan" the Grantee shall submit to the State a Grant Completion Report. The draft Grant Completion Report shall be submitted to the DWR Grant Manager for comment and review 90 days before the work completion date outlined on Page 1, Paragraph 2. The final Grant Completion Report shall address the DWR Grant Manager's comments prior to the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements". Retention for the project to be completed as part of this Grant Agreement will not be disbursed until the Grant Completion Report is submitted and approved by the State.
 - E. Post Performance Reports: the Grantee shall submit Post Performance Reports. Post Performance Reports shall be submitted to the State within ninety (90) calendar days after the first operational year of a project has elapsed. This record-keeping, and reporting process shall be repeated annually for a total of three (3) years after the completed project begins operation.
 - F. Deliverable Due Date Schedule: The Grantee shall submit a Deliverable Due Date Schedule within 30 days of the execution date of the Grant Agreement. No invoices will be reviewed or processed until the Deliverable Due Date Schedule has been received by the DWR Grant Manager. Any edits to the schedule must be approved by the DWR Grant Manager and the revised schedule saved in the appropriate project files.
 - G. Environmental Information Form (EIF): Prepare and submit the EIF within 30 days of the execution date of the Grant Agreement. No invoices will be reviewed or processed until the EIF has been received by the DWR Grant Manager.
12. OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by the State, the Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. The Grantee or their successors may, with the written approval of the State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs"

include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of the Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of the State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 9, "Default Provisions."

13. PROJECT MONITORING PLAN REQUIREMENTS. As required in Exhibit A, "Work Plan," a Monitoring Plan shall be submitted to the State prior to the disbursement of State funds for construction or monitoring activities. The Monitoring Plan should incorporate Post Performance Monitoring Report requirements as defined and listed in Exhibit J, "Monitoring and Maintenance Plan Components". The SGM Grant Program has developed post construction monitoring methodologies that shall be used for the Post Performance Reporting.
14. NOTIFICATION OF STATE. The Grantee shall promptly notify the State, in writing, of the following items:
 - A. Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
 - B. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by the State's representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.
 - C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding the preservation of the resource and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.
 - D. The initiation of any litigation or the threat of litigation against the Grantee regarding the Project or that may affect the Project in any way.
 - E. For implementation/construction Projects, final inspection of the completed work on a project by a Registered Civil Engineer, in accordance with Standard Condition D.18, "Final Inspections and Certification of Registered Civil Engineer." The Grantee shall notify the State's Grant Manager of the inspection date at least fourteen (14) calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.
15. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:
 - A. By delivery in person.
 - B. By certified U.S. mail, return receipt requested, postage prepaid.
 - C. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
 - D. By electronic means.
 - E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the below addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

Grant Agreement No. 4600015879

Amendment 1

Page 8 of 56

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

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

Department of Water Resources

Arthur Hinojosa
Manager, Division of Regional Assistance
P.O. Box 942836
Sacramento, CA 94236-0001
Phone: (916) 902-6713
Email: Arthur.Hinojosa@water.ca.gov

Wyandotte Creek Groundwater Sustainability
Agency

Kamie Loeser
Director and Administrator
308 Nelson Avenue
Oroville, California 95965
Phone: (530) 552-3592
Email: KLoeser@buttecounty.net

Direct all inquiries to the Grant Manager:

Department of Water Resources

Lauren ~~HinchCrotty~~
Engineering Geologist
P.O. Box 942836
Sacramento, CA 94236-0001
Phone: (916) 326-9096
Email: Lauren.Crotty@water.ca.gov~~Lauren-~~
~~Hinch@water.ca.gov~~

Wyandotte Creek Groundwater Sustainability
Agency

Kamie Loeser
Director and Administrator
308 Nelson Avenue
Oroville, California 95965
Phone: (530) 552-3592
Email: KLoeser@buttecounty.net

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

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

Exhibit A– Work Plan

Exhibit B– Budget

Exhibit C– Schedule

Exhibit D– Standard Conditions

Exhibit E– Authorizing Resolution Accepting Funds

Exhibit F– Report Formats and Requirements

Exhibit G– Requirements for Data Submittal

Exhibit H– State Audit Document Requirements

Exhibit I– Project Location

Exhibit J– Monitoring and Maintenance Plan Components

Exhibit K– Local Project Sponsors

Exhibit L– Appraisal Specifications

Exhibit M– Information Needed for Escrow Process and Closure

Exhibit N– Project Monitoring Plan Guidance

Exhibit O– Invoice Guidance for Administrative and Overhead Charges

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

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

WYANDOTTE CREEK GROUNDWATER
SUSTAINABILITY AGENCY

Arthur Hinojosa
Manager, Division of Regional Assistance

Kamie Loeser
Director and Administrator

Date _____

Date _____

Approved as to Legal Form and Sufficiency

_____ for
Robin Brewer
Assistant General Counsel,
Office of the General Counsel

Date _____

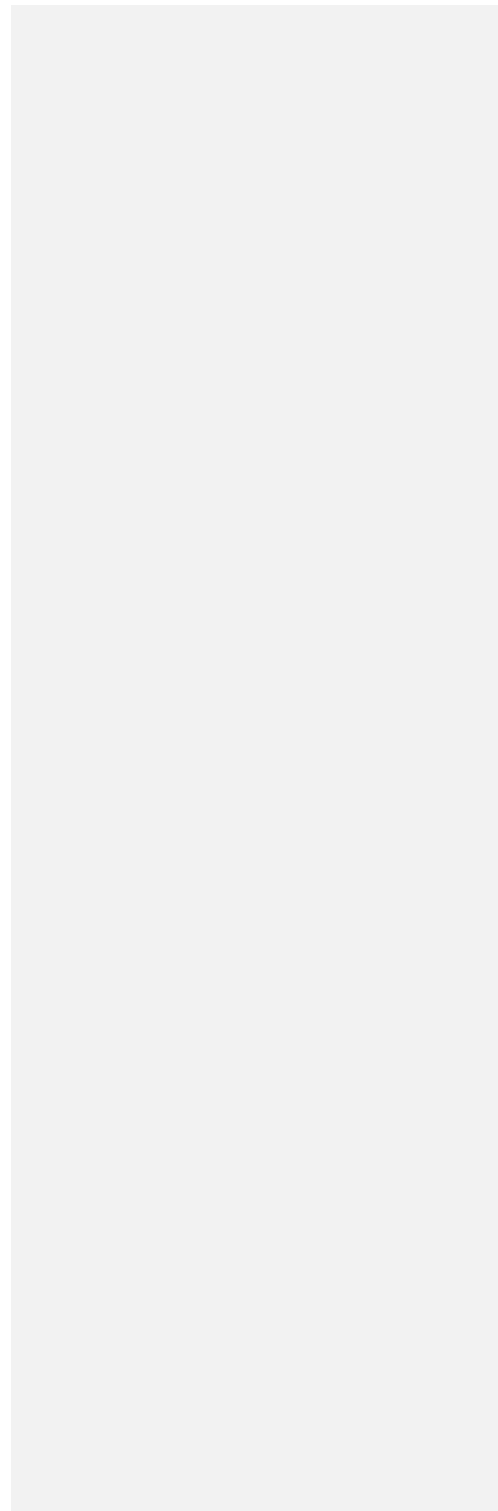


Exhibit A
WORK PLAN

Project Title: Wyandotte Creek Subbasin GSP Projects and Management Actions Implementation (Project)

Project Description: The Work Plan includes activities associated with implementation and continued planning, development, and preparation of a Groundwater Sustainability Plan (GSP) for the Wyandotte Creek Groundwater Subbasin (Subbasin). The resulting GSP and implementation projects will incorporate appropriate Best Management Practices (BMPs) as developed by DWR and will result in a more complete understanding of the Subbasin to support long-term sustainable groundwater management. The Subbasin uses both groundwater and surface water supplies for irrigation and municipal/household water demands and groundwater conditions are generally stable. Implementing the GSP in this subbasin largely focuses on increasing monitoring to improve our understanding of the groundwater system, conducting the required reporting and monitoring to meet the requirements of SGMA, and pursuing opportunities to reduce reliance on groundwater. The proposed Project also consists of the installation of monitoring wells for identifying and filling data gaps related to shallow groundwater level monitoring, interconnected streams monitoring, and community monitoring of domestic wells. The Work Plan includes five Components:

- Component 1: Grant Administration
- Component 2: Data Gaps and Refinements
- Component 3: SGMA Compliance and Inter-basin Coordination
- Component 4: Regional Conjunctive Use Project
- Component 5: Thermalito Water Treatment Plant Capacity Upgrade

COMPONENT 1: GRANT ADMINISTRATION

Category (a): Grant Agreement Administration

Prepare reports detailing work completed during the reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement. Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports and should be submitted to the DWR Grant Manager for review to receive reimbursement of Eligible Project Costs. Collect and organize backup documentation by component, budget category, and task and prepare a summary Excel document detailing the contents of the backup documentation organized by component, budget category, and task.

Prepare and submit the Environmental Information Form (EIF) within 30 days of the execution date of the Grant Agreement. No invoices will be reviewed or processed until the EIF has been received by the DWR Grant Manager. Submit a deliverable due date schedule within 30 days of the execution date of the Grant Agreement to be reviewed and approved by the DWR Grant Manager. Any edits to the schedule must be approved by the DWR Grant Manager, and the revised schedule saved in the appropriate project files.

Prepare the Draft Grant Completion Report and submit it to the DWR Grant Manager for comment and review 90 days before the work completion date. DWR's Grant Manager will review the Draft Grant Completion Report and provide comments and edits within 30 days of receipt, when possible. Submit a Final Grant Completion Report addressing the DWR Grant Manager's comments prior to the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the work completion date. All deliverables listed

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within the Work Plan shall be submitted with the Final Grant Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Construction may not begin, and no costs for Category (c) may be incurred until an exemption from CEQA is granted, or the State has reviewed the CEQA document(s), completed its CEQA responsible agency obligations, and given its environmental clearance in accordance with Paragraphs 4 and D.8 of this Agreement. Any costs incurred for Category (c) prior to an exemption from CEQA is granted, or DWR gives its environmental clearance shall not be reimbursed, and any such amounts shall be deducted from the total Grant Amount in Paragraph 3.

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Acquire necessary permits and coordination agreements.

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Prepare preliminary and final design plans and specifications. Submit preliminary design plans and specifications to the DWR Grant Manager for review and concurrence prior to finalizing said design plans and specifications.

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Prepare bid documents, including the invitation to bid, instructions to bidders, bid forms, and descriptions of bid items. Publicly advertise bids in accordance with the requirements for public bidding for construction and prepare an engineer's estimate. Received bids will be reviewed, and a recommendation for award made. Send a Notice of Intent to Award to the selected bidder(s). Submit a Notice(s) to Award and Notice(s) to Proceed.

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This task must comply with Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including developing bid documents, preparing advertisement and contract documents for construction contract bidding, conducting pre-bid meetings, bid opening and evaluation, selection of the contractor, awarding the contract, and issuance of notice to proceed.

Deliverables:

- Map of approved locations for monitoring wells
- All CEQA and NEPA documents
- All required permits
- Preliminary and final design plans and specifications
- Proof of Advertisement
- Bid Documentation
- Notice of Award
- Notice to Proceed
-

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Task 3: Shallow Wells and Stream Gages Planning

Conduct planning and design activities associated with the shallow well or piezometer and stream gage installation/maintenance within the Subbasin. Perform a technical assessment of potential monitoring locations, associated costs, and landowner participation to determine the final number and location of sites to be installed, as well as the final number of stream gages to be installed.

Prepare environmental documentation under CEQA with the County Clerk's Office and State Clearinghouse. Submit the CEQA document(s) to the DWR Grant Manager for review and concurrence prior to beginning construction.

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Construction may not begin, and no costs for Category (c) may be incurred until an exemption from CEQA is granted, or the State has reviewed the CEQA document(s), completed its CEQA responsible agency obligations, and given its environmental clearance in accordance with Paragraphs 4 and D.8 of this Agreement. Any costs incurred for Category (c) prior to an exemption from CEQA is granted, or DWR gives its environmental clearance shall not be reimbursed, and any such amounts shall be deducted from the total Grant Amount in Paragraph 3.

Acquire necessary permits.

Prepare preliminary and final design plans and specifications. Submit design plans and specifications to the DWR Grant Manager for review and concurrence prior to finalizing said design plans and specifications.

Prepare bid documents, including the invitation to bid, instructions to bidders, bid forms, and descriptions of bid items. Publicly advertise bids in accordance with the requirements for public bidding for construction and prepare an engineer's estimate. Received bids will be reviewed, and a recommendation for the award will be made. Send a Notice of Intent to Award to the selected bidder(s). Submit a Notice(s) to Award and Notice(s) to Proceed.

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This task must comply with Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including developing bid documents, preparing advertisement and contract documents for construction contract bidding, conducting pre-bid meetings, bid opening and evaluation, selection of the contractor, awarding the contract, and issuance of notice to proceed.

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Deliverables:

- Map of approved locations for shallow wells, piezometers, and stream gages
- All required CEQA and NEPA documents
- All required permits
- Preliminary and final design plans and specifications
- Proof of Advertisement
- Bid Documentation
- Notice of Award

- Notice to Proceed

Category (c): Implementation / Construction

Task 4: Multi-Completion Monitoring Wells Installation

Install a minimum of three (3) multi-completion monitoring wells. Install a minimum of two (2) vertical zones per well. Base the final well locations and designs, including the number of screen intervals, on the HCM, water conditions, available budget, and access agreements. Prepare a well installation report, summarizing installation activities and data acquired during installation.

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Deliverables:

- Summaries of activities and photo documentation of pre-construction, construction, and post-construction conditions to include in the associated quarterly Progress Reports
- Record drawings
- Well completion reports
- Proof of equipment and materials purchased
- Certification of Completion Letter(s)
- Acknowledgement of Credit signage
- Well-installation summary report

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Task 5: Shallow Wells and Stream Gages Installation

Install a minimum of five (5) new interconnected surface water monitoring sites. Ensure each stream gage installed will be paired with the three (3) new shallow monitoring wells. Base the final well locations and designs, including the number of screen intervals, on the HCM, water conditions, available budget, and access agreements. Prepare a surface and groundwater monitoring site report, summarizing equipment installation activities and data acquired during installation.

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Deliverables:

- Summaries of activities and photo documentation of pre-construction, construction, and post-construction to include in the associated quarterly Progress Reports
- Record drawings
- Well completion reports
- Proof of equipment and materials purchased
- Certification of Completion Letter(s)
- Acknowledgement of Credit signage
- Surface and groundwater monitoring site summary report

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Task 6: Equip Volunteer Owners Wells with Monitoring Equipment

Purchase necessary monitoring equipment to track water levels in a minimum of ten (10) domestic wells. Engage with domestic well owners who have volunteered to participate. Install purchased monitoring equipment.

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Deliverables:

- Proof of equipment and materials purchased

- Summaries of activities and photo documentation of pre-installation, installation, and post-installation activities to include in the associated quarterly Progress Reports

Category (d): Monitoring / Assessment

Task 7: Response to DWR GSP Determination

Modify the GSP in response to DWR's determination letter received in July 2023. Draft an amended GSP available for public review and comment.

Deliverables:

- Draft Amended GSP
-

Task 8: Develop Approach for Interconnected Surface Water Sustainable Management Criteria (ISW SMC)
Coordinate on a regional basis. Provide technical work toward refining the SMC for Interconnected Surface Water (ISW) to address DWR comments on the GSP. Utilize groundwater levels as proxies for measurable objectives and minimum thresholds in the GSP. Utilize new data to fill initial data and develop a refined approach to set the ISW SMC for the updated GSP.

Deliverables:

- Technical Memorandum summarizing the data evaluation and detailing the approach used to set ISW SMC in the Wyandotte Creek GSP
-

Task 9: Complete and Finalize Amendments for the Draft Five-Year GSP Periodic Evaluation of the GSP

Develop the Periodic Evaluation to accompany the amended GSP for submittal to DWR before January 2027 as part of the required 5-year Periodic Evaluation.

Deliverables:

- Complete Draft Periodic Evaluation
- Finalize Amendments
- Board meeting presentations and meeting minutes on GSP evaluation, update progress and findings
-

Task 10: GDE Biological Field Surveys

Develop an updated field-based survey of potential GDEs to better understand current and cyclical GDE trends. Improve estimation of ISW in the Subbasin. Conduct data collection using field mapping techniques supplemented by desktop research conducted during the planning phase. Compare these GDE estimates to potential GDE information provided in the GSP. Update the comprehensive basin-wide dataset of GDEs.

Deliverables:

- Work Plan
- Technical Memorandum summarizing potential GDEs, estimates, and the basin-wide dataset
-

Task 11: Create Community Monitoring Plan

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Create a monitoring program plan for domestic well owners, including methods for outreach and engagement. Identify and meet education needs. Identify methods for data management and plan implementation. Maintain installed monitoring equipment.

Deliverables:

- Community Monitoring Plan
- Well Monitoring Equipment Summary Technical Memorandum

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Task 12: Community Monitoring Data and Visualization

Enhance the existing DMS to house the water levels collected as part of the community monitoring program. Include the capability for the DMS to produce materials of the status of subbasin sustainability for interested parties. Create a user interface with new or existing front-end software needed to visually communicate the water levels.

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Deliverables:

- Link to DMS and visualizations hosted on the Wyandotte Creek GSA website.

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Category (e): Engagement / Outreach

Task 13: Outreach and Education Program

Perform stakeholder outreach and engagement through the development of hard copy and virtual materials to communicate efforts to amend the GSP, fill data gaps, and develop projects and management actions. Conduct workshops and working group meetings to gain public input.

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Deliverables:

- Meeting agendas, minutes, summaries, and presentation materials
- All outreach materials

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Task 14: Community Monitoring Program Engagement and Education

Perform public engagement through workshops designed to educate participants in the community monitoring program. Inform interested parties about implementation progress through continued GSP-related outreach, relevant reports, and data. Hold workshops to discuss the program and hear suggestions, questions, and concerns of the community.

Deliverables:

- Meeting and/or workshop agendas, minutes/meeting summaries, and presentation materials
- All education and outreach materials

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Task 15: Inter-basin Coordination- Monitoring Network

Participate in meetings with neighboring subbasins/GSAs to coordinate planning and monitoring well and stream gage site locations.

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Deliverables:

- Meeting and/or workshop agendas

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COMPONENT 3: SGMA COMPLIANCE AND INTER-BASIN COORDINATION

Component 3 consists of activities to support the implementation of SGMA in the Wyandotte Creek Subbasin. More specifically, Component 3 includes conducting a fee study to identify long-term funding sources for the GSA, preparing annual reports, updating the Butte Basin Groundwater Model, enhancing the data management system, and conducting an analysis of neighboring subbasin GSPs to support inter-basin coordination. Interested parties will be informed through regular advisory committee, GSA Board, and public meetings and through email correspondence to the interested parties list, similar to the approach taken during GSP development.

Category (a): Component Administration

Not applicable to this ~~C~~component.

Category (b): Environmental / Engineering / Design

Conduct a long-term financing options study for funding the Wyandotte Creek GSA. Include a Fee Study resulting in a selected funding mechanism for the GSA.

Deliverables:

- Finalized Fee Study

Category (c): Implementation / Construction

Not applicable to this ~~component~~Component.

Category (d): Monitoring / Assessment

Task 1: Prepare Annual Reports

Prepare four (4) annual reports, consistent with DWR requirements, consisting of the following sections: Executive Summary, Introduction, Updated Groundwater Conditions, Water Supply and Use, and Plan Implementation Status.

Deliverables:

- Annual Reports for Water Years 2022, 2023, 2024, and 2025
-

Task 2: Integrated Groundwater-Surface Water Modeling to Support GSP Amendments and PMA Implementation

Update an integrated groundwater-surface water model (i.e. the Butte Basin Groundwater Model [BBGM]) aquifer parameter values and refine the calibration using new data to better represent the aquifer's water budget; improve understanding of hydrogeology; inform future refinements to the hydrogeologic conceptual model; identify potential areas for recharge; and quantify benefits of potential implementation projects. Incorporate data from DWR's Airborne Electromagnetic (AEM) surveys to integrate basin-specific and cross-basin geophysical data. Improve model boundary conditions. Address potential model limitations identified in the GSP, including the need for additional hydrogeological conceptualization and the incorporation of future data into model calibration.

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Deliverables:

- Technical memorandum summarizing integrated data and updates made to the BBGM
-

Task 3: Data Management System (DMS) Enhancements

Complete enhancements to the DMS. Upgrade the DMS to produce reports for critical sustainability indicators for regular monitoring of the subbasin and viewing of the current status of subbasin sustainability by interested parties.

Deliverables:

- Link to DMS hosted on the Wyandotte Creek GSA website
-

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Task 4: Inter-basin Coordination - Conducting Joint Analysis and Evaluation of GSPs

Evaluate and compare the contents of GSPs in the Feather River Corridor region with a focus on establishing a common understanding of basin conditions at boundaries. Identify significant differences, uncertainties, and potential issues of concern related to groundwater interaction at the boundaries. Engage in analysis and evaluation of SMCs between GSPs to identify significant differences and possible impacts between subbasins that could potentially lead to undesirable results.

Deliverables:

- Technical Memorandum summarizing results of joint analysis and evaluation of GSPs

Category (e): Engagement / Outreach

Participate in meetings with neighboring subbasins/GSAs. Update Subbasin stakeholders on inter-basin coordination efforts.

Deliverables:

- Meeting agendas, minutes/meeting summaries, and presentation materials

COMPONENT 4: REGIONAL CONJUNCTIVE USE PROJECT

Component 4 consists of three phases: (1) Intra-Basin Water Exchange Feasibility Study, (2) Agricultural Surface Water Supplies Feasibility Study, and (3) Agricultural Irrigation Efficiency. Phase 1, Intra-Basin Water Exchange Feasibility Study, will focus on working with water purveyors with service areas within and outside the Subbasin to enhance their ability to divert supply and make it available to agricultural users within the subbasin. Phase 2, Agricultural Surface Water Supplies Feasibility Study, is intended to utilize existing surface water available in the region for agricultural users in the Wyandotte Creek subbasin. Phase 3, Agricultural Irrigation Efficiency will improve subbasin sustainability related to groundwater levels and groundwater storage by decreasing consumptive use (i.e., evaporation and transpiration or ET) by applying ET-based water management principles of precision irrigation and ET monitoring.

Category (a): Component Administration

Not applicable to this ~~component~~Component.

Category (b): Environmental / Engineering / Design

Task 1: Intra-Basin Water Exchange Feasibility Study: Planning and Feasibility

Conduct planning and design activities associated with diverting water exchange from intra-basin sources such as the Thermalito Water and Sewer District and/or South Feather Water and Power Agency.

Prepare environmental documentation under CEQA with the County Clerk's Office and State Clearinghouse. Submit the CEQA document(s) to the DWR Grant Manager for review and concurrence.

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Construction may not begin, and no costs for Category (c) may be incurred until an exemption from CEQA is granted, or the State has reviewed the CEQA document(s), completed its CEQA responsible agency obligations, and given its environmental clearance in accordance with Paragraphs 4 and D.8 of this Agreement. Any costs incurred for Category (c) prior to an exemption from CEQA is granted, or DWR gives its environmental clearance shall not be reimbursed and any such amounts shall be deducted from the total Grant Amount in Paragraph 3.

Acquire necessary permits and coordination agreements required for expansion of water purveyors exchanges.

Prepare preliminary water exchange agreements.

Complete feasibility study associated with intra-basin water exchanges to identify CEQA and NEPA requirements and required permits and assess the effectiveness of the program.

Deliverables:

- Feasibility Study Summary Report
- Required CEQA and NEPA Documents
- All Required Permits
- Draft Water Exchange Agreements

Task 2: Agricultural Surface Water Supplies Feasibility Study: Planning and Feasibility

Conduct planning, and design activities associated with the increased use of surface water for agricultural use for in-lieu recharge. Conduct a feasibility study that will identify potential agricultural users who could use surface water supply in lieu of groundwater supply. Investigate the feasibility of these dual-source irrigation systems and identify the required environmental documents and permits for the project. Prepare preliminary design plans and specifications for infrastructure updates needed for implementation.

Prepare environmental documentation under CEQA with the County Clerk's Office and State Clearinghouse. Submit the CEQA document(s) to the DWR Grant Manager for review and concurrence prior to beginning construction.

Construction may not begin, and no costs for Category (c) may be incurred until an exemption from CEQA is granted, or the State has reviewed the CEQA document(s), completed its CEQA responsible agency obligations, and given its environmental clearance in accordance with Paragraphs 4 and D.8 of this Agreement. Any costs incurred for Category (c) prior to an exemption from CEQA is granted, or DWR gives its

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environmental clearance shall not be reimbursed, and any such amounts shall be deducted from the total Grant Amount in Paragraph 3.

Acquire necessary permits and coordination agreements required for the expansion of water purveyors' exchanges.

Deliverables:

- Feasibility Study Summary Report
- All CEQA and NEPA documents
- All Necessary Permits
- Preliminary design plans and specifications for infrastructure to support in-lieu recharge in the subbasin



Task 3: Agricultural Irrigation Efficiency Piloting Program: Planning and Feasibility

Perform comprehensive field-scale ground-based inventory of irrigation methods, crops, and water sources in the Wyandotte Subbasin. Review state-of-the-art precision irrigation technology. Select the most appropriate precision irrigation technology. Conduct a feasibility study and develop a precision irrigation piloting program for the Wyandotte Subbasin, including a summary of ground-based inventory.

Prepare environmental documentation under CEQA with the County Clerk's Office and State Clearinghouse. Submit the CEQA document(s) to the DWR Grant Manager for review and concurrence prior to beginning construction.

Construction may not begin, and no costs for Category (c) may be incurred until an exemption from CEQA is granted or the State has reviewed the CEQA document(s), completed its CEQA responsible agency obligations, and given its environmental clearance in accordance with Paragraphs 4 and D.8 of this Agreement. Any costs incurred for Category (c) prior to an exemption from CEQA is granted, or DWR gives its environmental clearance shall not be reimbursed, and any such amounts shall be deducted from the total Grant Amount in Paragraph 3.

Acquire necessary permits and coordination agreements required for expansion of water purveyors exchanges.

Deliverables:

- Feasibility Study Summary Report, including geospatial maps of results from field-scale ground-based inventory of irrigation methods, crops, and water sources for the Subbasin
- All CEQA and NEPA documents
- All Necessary Permits

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• Agricultural irrigation efficiency pilot program plan

Category (c): Implementation / Construction

Conduct activities associated with the precision irrigation pilot program plan developed as part of Task 3 with agricultural and academic partner cooperation. Install purchased equipment for participating landowners. Disseminate remotely sensed ET to the Subbasin agricultural stakeholders.

Deliverables:

- Summaries and photo documentation of pre-installation, installation, and post-installation activities to include in the associated quarterly Progress Reports
- Proof of equipment and materials purchased

Category (d): Monitoring / Assessment

Measure and assess results of the Agricultural Irrigation Efficiency pilot program. Continue the monitoring and maintenance of equipment purchased and installed under the Agricultural Irrigation Efficiency pilot program.

Deliverables:

- Implementation Summary Report summarizing results of the Agricultural Irrigation Efficiency pilot program

Category (e): Engagement / Outreach

Perform grower engagement through workshops designed to educate participants on the three phases of the Component. Inform interested parties about the study and pilot program progress through continued GSP-related outreach, relevant reports, and data. Develop public information materials to be distributed informing the public of the program and how they can participate. Hold workshops to discuss the program and hear the suggestions, questions, and concerns of the community.

Deliverables:

- Meeting and/or workshop agendas, minutes, and presentation materials
- All education and outreach materials

COMPONENT 5: THERMALITO WATER TREATMENT PLANT CAPACITY UPGRADE

Component 5 consists of installing additional membrane filter racks at the Thermalito Water and Sewer District (TWSD) treatment plant, located at 535 Table Mountain Boulevard, Oroville, CA 95965 in the Wyandotte Creek Subbasin. The current maximum capacity of the treatment plant is 4 million gallons per day (MGD). When demand exceeds the plant capacity, the remaining demand is provided using wells throughout the area. The proposed project would double the treatment plant capacity to 8 MGD with the installation of two (2) filter racks and associated equipment and thereby reduce groundwater demand by about 600 acre-feet in the subbasin by expanding the ability to utilize available surface water.

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Category (a): Component Administration

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Category (b): Environmental / Engineering / Design

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Category (c): Implementation / Construction

Install the additional membrane filter racks at the TWSD treatment plant per the final design, plans, and specifications. Manage the construction to verify completion is on schedule and consistent with the specifications. Summarize construction activity in the quarterly Progress Reports, including descriptions of any change orders. Photo-document pre-construction, construction activities log, and post-construction site conditions to include in the associated quarterly Progress Reports. Conduct an inspection of the completed Component by a licensed professional and submit a Certification of Completion letter from the licensed professional to ensure that the Component was constructed per the 100% design plans and specifications.

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Deliverables:

- Summaries of activities and photo documentation of pre-construction, construction, and post-construction to include in the associated quarterly Progress Reports
- Record drawings
- Proof of equipment and materials purchased
- Certification of Completion Letter(s)
- Acknowledgement of Credit signage

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Category (d): Monitoring / Assessment

Not applicable to this ~~component~~Component.

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Category (e): Engagement / Outreach

Not applicable to this ~~component~~Component.

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**Exhibit B
BUDGET**

Grant Title: Wyandotte Creek Subbasin GSP Projects and Management Actions Implementation

Grantee: Wyandotte Creek Groundwater Sustainability Agency

Components	Grant Amount
Component 1: Grant Administration	\$200,000
Component 2: Data Gaps and Refinements	\$1,978,750 \$2,239,732 1,993,232
Component 3: SGMA Compliance and Inter-basin Coordination	\$630,000 \$780,000 662,500
Component 4: Regional Conjunctive Use Project	\$753,000 1,142,000 \$400,000
Component 5 : Thermalito Water Treatment Plant Capacity Upgrade	\$1,554,552 29,552 \$2,318,534
Total:	\$5,527,284

Component 1: Grant Administration

Component 1 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Grant Agreement Administration	\$200,000
(b) Environmental / Engineering / Design	\$0
(c) Implementation / Construction	\$0
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$0
Total:	\$200,000

Component 2: Data Gaps and Refinements

Component 2 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$0
(b) Environmental / Engineering / Design	\$70,000
(c) Implementation / Construction	\$1,200,000
(d) Monitoring / Assessment	\$743,750 593,750
(e) Engagement / Outreach	\$115,000 225,982429,482
Total:	\$1,978,750 2,239,7321,993,232

Component 3: SGMA Compliance and Inter-basin Coordination

Component 3 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$0
(b) Environmental / Engineering / Design	\$2400,000
(c) Implementation / Construction	\$0
(d) Monitoring / Assessment	\$520,000 57052,0500
(e) Engagement / Outreach	\$10,000
Total:	\$630,000 780.0662,500

Component 4: Regional Conjunctive Use Project

Component 4 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$0
(b) Environmental / Engineering / Design	\$280,000 <u>\$63980,000</u>
(c) Implementation / Construction	\$80,000
(d) Monitoring / Assessment	\$20,000 <u>\$240,000</u>
(e) Engagement / Outreach	\$20,000 <u>\$2342,000</u>
Total:	\$400,000 <u>\$7531,442,000</u>

Component 5: Thermalito Water Treatment Plant Capacity Upgrade

Component 5 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$0
(b) Environmental / Engineering / Design	\$0
(c) Implementation / Construction	\$2,318,534 <u>\$1,55429,552</u>
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$0
Total:	\$2,318,534 <u>\$1,55429,552</u>

Exhibit C
SCHEDULE

Grant Title: Wyandotte Creek Subbasin GSP Projects and Management Actions Implementation

Categories	Start Date¹	End Date¹
Component 1: Grant Administration	January 1, 2024	April 15, 2026
(a) Grant Agreement Administration	05/01/2023	04/15/2026
(b) Environmental / Engineering / Design	NA	NA
(c) Implementation / Construction	NA	NA
(d) Monitoring / Assessment	NA	NA
(e) Education / Outreach	NA	NA
Component 2: Data Gaps and Refinements	October 4, 2022	March 31, 2026
(a) Grant Agreement Administration	NA	NA
(b) Environmental / Engineering / Design	01/01/2024	12/31/2024
(c) Implementation / Construction	06/01/2024	12/31/2025
(d) Monitoring / Assessment	05/01/2023	03/31/2026
(e) Education / Outreach	10/04/2022	03/31/2026
Component 3: SGMA Compliance and Inter-basin Coordination	October 4, 2022	March 31, 2026
(a) Grant Agreement Administration	NA	NA
(b) Environmental / Engineering / Design	10/04/2022	03/31/2026
(c) Implementation / Construction	NA	NA
(d) Monitoring / Assessment	10/04/2022	03/31/2026
(e) Education / Outreach	10/04/2022	03/31/2026
Component 4: Regional Conjunctive Use Project	October 4, 2022	March 31, 2026
(a) Grant Agreement Administration	NA	NA
(b) Environmental / Engineering / Design	01/01/2024	03/31/2026
(c) Implementation / Construction	01/01/2024	03/31/2026
(d) Monitoring / Assessment	NA	NA
(e) Education / Outreach	01/01/2024	03/31/2026

Component 5: Thermalito Water Treatment Plant Capacity Upgrade	February 1, 2023	April 1, 2024
(a) Grant Agreement Administration	NA	NA
(b) Environmental / Engineering / Design	NA	NA
(c) Implementation / Construction	02/01/2023	04/01/2024
(d) Monitoring / Assessment	NA	NA
(e) Education / Outreach	NA	NA

NOTES:

¹Exhibit C Schedule only dictates the work start date and the work end date for the Budget Category listed. The Grantee must adhere to the Deliverable Due Date Schedule that has been approved by the DWR Grant Manager. The dates listed in Exhibit C Schedule are date ranges that correlate to the Deliverable Due Date Schedule. Eligible costs for each line item will only be approved if the work completed falls within the date ranges listed in Exhibit C.

Exhibit D

STANDARD CONDITIONS

D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:

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

D.2. ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: The Grantee shall include appropriate acknowledgment of credit to the State for its support when promoting the Project or using any data and/or information developed under this Grant Agreement. Signage shall be posted in a prominent location at the Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from The California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 and through an agreement with the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

D.3. AMENDMENT: This Grant Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2, "Term of Grant Agreement." Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2, "Term of Grant Agreement." The State shall have no obligation to agree to an amendment.

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

D.5. AUDITS: The State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of the Project, with the costs of such audit borne by the State. After completion of the Project, the State may require the Grantee to conduct a final audit to the State's specifications, at the Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by the Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and the State may elect to pursue any remedies provided in Paragraph 9, "Default Provisions" or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Grant Agreement with respect of all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of the Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement. If an audit reveals any impropriety, the Bureau of State Audits or the State Controller's Office may conduct a full audit of any or all of the Grantee's activities. (Pub. Resources Code, § 80012, subd. (b).)

- D.6. BUDGET CONTINGENCY: If the Budget Act of the current year covered under this Grant Agreement does not appropriate sufficient funds for this program, this Grant Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the State to make any payments under this Grant Agreement. In this event, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement and the Grantee shall not be obligated to perform any provisions of this Grant Agreement. Nothing in this Grant Agreement shall be construed to provide the Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Grant Agreement with no liability occurring to the State, or offer a Grant Agreement amendment to the Grantee to reflect the reduced amount.
- D.7. CALIFORNIA CONSERVATION CORPS: The Grantee may use the services of the California Conservation Corps or other community conservation corps as defined in Public Resources Code section 14507.5.
- D.8. CEQA: Activities funded under this Grant Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the DWR Grant Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once the State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide not to fund the Project, this Agreement shall be terminated in accordance with Paragraph 9, "Default Provisions."
- D.9. CHILD SUPPORT COMPLIANCE ACT: The Grantee acknowledges in accordance with Public Contract Code section 7110, that:
- A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
 - B. The Grantee, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.10. CLAIMS DISPUTE: Any claim that the Grantee may have regarding the performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative within thirty (30) days of the Grantee's knowledge of the claim. The State and the Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.

- D.11. COMPETITIVE BIDDING AND PROCUREMENTS: The Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by the State under this Grant Agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
- D.12. COMPUTER SOFTWARE: The Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.13. CONFLICT OF INTEREST: All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
 - B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
 - C. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
 - D. Employees and Consultants to the Grantee: Individuals working on behalf of 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.14. DELIVERY OF INFORMATION, REPORTS, AND DATA: The Grantee agrees to expeditiously provide throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by the State.
- D.15. DISPOSITION OF EQUIPMENT: The Grantee shall provide to the State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by the State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory, the State shall provide the Grantee with a list of the items on the inventory that the State will take title to. All other items shall become the property of the Grantee. The State shall arrange for delivery from the Grantee of items that it takes title to. The cost of transportation, if any, shall be borne by the State.
- D.16. DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance: By signing this Grant Agreement, the Grantee, its contractors, or subcontractors hereby certify, under penalty of perjury

under the laws of the State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

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

- D.17. EASEMENTS: Where the Grantee acquires property in fee title or funds improvements to real property already owned in fee by the Grantee using State funds provided through this Grant Agreement, an appropriate easement or other title restriction shall be provided and approved by the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.

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

Failure to provide an easement or other title restriction acceptable to the State may result in termination of this Agreement.

- D.18. FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED CIVIL ENGINEER: Upon completion of the Project, the Grantee shall provide for a final inspection and certification by a California Registered Civil Engineer that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement.

- D.19. GRANTEE'S RESPONSIBILITIES: The 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 Project Exhibit B, "Budget," and Exhibit C, "Schedule."
- B. Must maintain eligibility requirements as outlined in the 2021 Guidelines, amended April 2023, and 2021 PSP and pursuant to Paragraph 10.
- C. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
- D. Comply with all applicable California, federal, and local laws and regulations.

- E. Implement the Project in accordance with applicable provisions of the law.
 - F. Fulfill its obligations under the Grant Agreement and be responsible for the performance of the Project.
 - G. Obtain any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. The Grantee shall provide copies of permits and approvals to the State.
 - H. Be solely responsible for the design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by the State is solely for the purpose of proper administration of funds by the State and shall not be deemed to relieve or restrict the responsibilities of the Grantee under this Agreement.
 - I. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for the performance of work.
- D.20. GOVERNING LAW: This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.21. INCOME RESTRICTIONS: The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement. The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.
- D.22. INDEMNIFICATION: The Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, and any breach of this Agreement. The Grantee shall require its contractors or subcontractors to name the State, its officers, agents, and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- D.23. INDEPENDENT CAPACITY: The Grantee, and the agents and employees of the Grantees, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.24. 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 make copies of any books, records, or reports of either party pertaining to this Grant Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by the Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and the State may withhold disbursements to the Grantee or take any other action it deems necessary to protect its interests.
- D.25. INSPECTIONS OF PROJECT BY STATE: The State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any subcontracts, and the Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with the State.
- D.26. LABOR CODE COMPLIANCE: The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current

Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.

- D.27. **MODIFICATION OF OVERALL WORK PLAN:** At the request of the Funding Recipient, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Funding Agreement. Non-material changes with respect to work plan are changes that help clarify the original language, addition of task without deleting others, and minor edits that will not result in change to the original scope. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Funding Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Funding Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Funding Recipient to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.
- D.28. **NONDISCRIMINATION:** During the performance of this Grant Agreement, the Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medical and family care leave or pregnancy disability leave. The Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. The Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.
- D.29. **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.30. **PERFORMANCE BOND:** Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of the contract value and labor and materials (100%) of the contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
- D.31. **PRIORITY HIRING CONSIDERATIONS:** If this Grant Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.

- D.32. PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION: The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with the Grantee's service of water, without prior permission of the State. The Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of the Grantee to meet its obligations under this Grant Agreement, without prior written permission of the State. The State may require that the proceeds from the disposition of any real or personal property be remitted to the State.
- D.33. PROJECT ACCESS: The Grantee shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- D.34. REMAINING BALANCE: In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.
- D.35. 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.36. RETENTION: The State shall withhold ten percent (10%) of the funds requested by the Grantee for reimbursement of Eligible Project Costs until the Project is completed and the Final Report is approved. Any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest, upon completion of the Project.
- D.37. RIGHTS IN DATA: The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Grant Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) The Grantee may disclose, disseminate and use in whole or in part any final form data and information received, collected, and developed under this Grant Agreement, subject to appropriate acknowledgment of credit to the State for financial support. The Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.38. 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.39. SUSPENSION OF PAYMENTS: This Grant Agreement may be subject to suspension of payments or termination, or both if the State determines that:
- A. The Grantee, its contractors, or subcontractors have made a false certification, or
 - B. The Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant Agreement.
- D.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 the State and made subject to such reasonable terms and conditions as the State may impose.
- D.41. TERMINATION BY THE GRANTEE: Subject to State approval which may be reasonably withheld, the Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, the Grantee must provide a reason(s) for termination. The Grantee must submit all progress reports summarizing accomplishments up until the termination date.

- D.42. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 9, "Default Provisions," the State may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 9, "Default Provisions."
- D.43. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days' advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.44. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement or any duty, covenant, obligation, or understanding established herein.
- D.45. TIMELINESS: Time is of the essence in this Grant Agreement.
- D.46. UNION ORGANIZING: The Grantee, by signing this Grant Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Grant Agreement. Furthermore, the Grantee, by signing this Grant Agreement, hereby certifies that:
- A. No State funds disbursed by this Grant Agreement will be used to assist, promote, or deter union organizing.
 - B. The Grantee shall account for State funds disbursed for a specific expenditure by this Grant Agreement to show those funds were allocated to that expenditure.
 - C. The Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
 - D. If the Grantee makes expenditures to assist, promote, or deter union organizing, the Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that the Grantee shall provide those records to the Attorney General upon request.
- D.47. VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.48. WAIVER OF RIGHTS: None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

Exhibit E

AUTHORIZING RESOLUTION ACCEPTING FUNDS



Resolution No. 2022-01

RESOLUTION BY THE WYANDOTTE CREEK GROUNDWATER SUSTAINABILITY AGENCY THAT AN APPLICATION BE MADE TO THE DEPARTMENT OF WATER RESOURCES TO OBTAIN A GRANT UNDER THE 2021 SUSTAINABLE GROUNDWATER MANAGEMENT GRANT PROGRAM SGMA IMPLEMENTATION GRANT.

WHEREAS, the Wyandotte Creek is the Groundwater Sustainability Agency ("Wyandotte Creek GSA") in the Wyandotte Creek Subbasin; and

WHEREAS, the Wyandotte Creek Subbasin has adopted one Groundwater Sustainability Plan for the subbasin pursuant to the Sustainable Groundwater Management Act ("SGMA") and pursuant to a Joint Powers Agreement agreed to and executed by the Wyandotte Creek GSA Member Agencies; and

WHEREAS, the Wyandotte Creek GSA is preparing an application to the California Department of Water Resources ("DWR") to obtain a grant under the Sustainable Groundwater Management (SGM) Grant Program SGMA Implementation Grant pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Pub. Resources Code, § 80000, et seq.) and the Budget Acts of 2021 and 2022; and

WHEREAS, DWR will accept one application per subbasin during the SGM Grant Program's SGMA Implementation Round 2; and

WHEREAS, the Wyandotte Creek GSA desires to work cooperatively with the Wyandotte Creek GSA Member Agencies in the submission of one application to DWR and in developing and undertaking projects and other activities pursuant to the Wyandotte Creek Subbasin's application to DWR; and

WHEREAS, it is the intention of the Wyandotte Creek GSA to submit one grant application on behalf of the entire Wyandotte Creek Subbasin for the SGM Grant Program SGMA Implementation Grant Round 2 solicitation; and

WHEREAS, the Wyandotte Creek GSA is preparing an application that includes proposed projects submitted by the GSA's Member Agencies and eligible entities consistent with the Wyandotte Creek Subbasin Groundwater Sustainability Plan for the SGM Grant Program's SGMA Implementation Grant Round 2; and

WHEREAS, the Wyandotte Creek GSA's application includes projects that are of interest and of benefit to the Wyandotte Creek Subbasin; and

WHEREAS, the SGM Grant Program SGMA Implementation Grant Proposal Solicitation Package requires that the Wyandotte Creek GSA, as the entity acting as the applicant, must adopt a resolution that designates an authorized representative to submit the application and execute an agreement with the State of California for the SGMA Implementation Grant application.

NOW, THEREFORE BE IT RESOLVED, by the Wyandotte Creek GSA, that an application be made to the Department of Water Resources to obtain a grant under the 2021 Sustainable Groundwater Management (SGM) Grant Program SGMA Implementation Grant pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Pub. Resources Code, § 80000, et seq.) and the Budget Acts of 2021 and 2022.

CITY OF OROVILLE • THERMALITO WATER & SEWER DISTRICT • COUNTY OF BUTTE

BE IT FURTHER RESOLVED that the Wyandotte Creek GSA has the authority and shall enter into a funding agreement with the Department of Water Resources to receive a grant for the: Wyandotte Creek Subbasin GSP Projects and Management Actions Implementation – Round 2 Grant Application.

BE IT FURTHER RESOLVED that the Butte County Director of Water and Resource Conservation, administrator of the Wyandotte Creek GSA, or designee, is hereby authorized and directed to prepare the necessary data, conduct investigations, file such application, execute a funding agreement and any future amendments thereto, submit invoices, and submit any reporting requirements with the Department of Water Resources.

PASSED AND ADOPTED by the Wyandotte Creek Board of Directors, the governing body for the Wyandotte Creek GSA this 10th day of November 2022, by the following vote:

AYES: Bynum, Wristen, Smith, Connelly

NOES:

ABSENT: Daley

ABSTAIN:



Bill Connelly, Chair
Wyandotte Creek Board of Directors

CERTIFICATION

I do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the Wyandotte Creek GSA held on the 10th day of November, 2022.

ATTEST:

By: 

Kamie Loeser, Administrator, Wyandotte Creek GSA

Resolution 07-22
THERMALITO WATER AND SEWER DISTRICT
410 Grand Avenue, Oroville CA 95965

**“A RESOLUTION IN SUPPORT OF THE WYANDOTTE CREEK GROUNDWATER
SUSTAINABILITY AGENCY’S APPLICATION FOR A SUSTAINABLE
GROUNDWATER MANAGEMENT GRANT”**

WHEREAS, Thermalito Water & Sewer District (District) is a Member Agency of the Wyandotte Creek Groundwater Sustainability Agency (“Wyandotte Creek GSA”); and

WHEREAS, the Wyandotte Creek Groundwater Sustainability Agency (“Wyandotte Creek GSA”) is the GSA in the Wyandotte Creek Subbasin; and

WHEREAS, the Wyandotte Creek Subbasin has adopted one Groundwater Sustainability Plan for the subbasin pursuant to the Sustainable Groundwater Management Act (“SGMA”) and pursuant to a Joint Powers Agreement agreed to and executed by the Wyandotte Creek GSA Member Agencies; and

WHEREAS, the Wyandotte Creek GSA is preparing an application to the California Department of Water Resources (“DWR”) to obtain a grant under the Sustainable Groundwater Management (SGM) Grant Program SGMA Implementation Grant pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Pub. Resources Code, § 80000, et seq.) and the Budget Acts of 2021 and 2022; and

WHEREAS, DWR will accept one application per subbasin during the SGM Grant Program’s SGMA Implementation Round 2; and

WHEREAS, it is the intention of the District that one grant application be submitted on behalf of the entire Wyandotte Creek Subbasin for the Round 2 Solicitation; and

WHEREAS, the District desires to work cooperatively with the Wyandotte Creek GSA Member Agencies and other project proponents in the submission of an application to DWR and in developing and undertaking projects and other activities pursuant to the Wyandotte Creek GSA’s application to DWR; and

WHEREAS, the Wyandotte Creek GSA’s application includes consideration of the Thermalito Water Treatment Plant Capacity Upgrade, a potential project of interest and of benefit to the District.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors for Thermalito Water & Sewer District that the District supports the Wyandotte Creek GSA’s application to DWR to obtain a grant under the SGM Grant Program SGMA Implementation Grant pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Pub. Resources Code, § 80000, et seq.) and the Budget Acts of 2021 and 2022.

BE IT FURTHER RESOLVED that the District acknowledges that the Wyandotte Creek GSA has the authority and shall enter into a funding agreement with DWR to receive a grant benefiting one or more SGMA projects in the Wyandotte Creek Subbasin, including the District's potential project(s).

BE IT FURTHER RESOLVED that the Butte County Director of Water and Resource Conservation, or designee, is authorized to administer the SGM Grant Project on County's behalf and for its benefit, including preparing the necessary data, conducting investigations, filing such application, executing a funding agreement and any future amendments thereto, submitting invoices, and any reporting requirements with DWR.

PASSED AND ADOPTED, by the Board of Thermalito Water and Sewer District, Butte County, at its regular meeting on December 13, 2022.

AYES: Director's Hatley, Taggart, Wristen, Koch and Clark

NAYS:

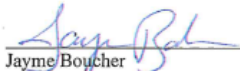
ABSTAIN:

ABSENT:



Bruce Wristen
President of the Board of Directors
Thermalito Water and Sewer District

ATTEST:



Jayme Boucher
Secretary of the Board of Directors
Thermalito Water and Sewer District



BOARD OF SUPERVISORS
COUNTY OF BUTTE, STATE OF CALIFORNIA

Resolution No. 22-167

A RESOLUTION IN SUPPORT OF THE WYANDOTTE CREEK GROUNDWATER SUSTAINABILITY AGENCY'S APPLICATION FOR A SUSTAINABLE GROUNDWATER MANAGEMENT GRANT ROUND 2 APPLICATION

WHEREAS, Butte County is a Member Agency of the Wyandotte Creek Groundwater Sustainability Agency ("Wyandotte Creek GSA"); and

WHEREAS, the Wyandotte Creek Groundwater Sustainability Agency ("Wyandotte Creek GSA") is the GSA in the Wyandotte Creek Subbasin; and

WHEREAS, the Wyandotte Creek Subbasin has adopted one Groundwater Sustainability Plan for the subbasin pursuant to the Sustainable Groundwater Management Act ("SGMA") and pursuant to a Joint Powers Agreement agreed to and executed by the Wyandotte Creek GSA Member Agencies; and

WHEREAS, the Wyandotte Creek GSA is preparing an application to the California Department of Water Resources ("DWR") to obtain a grant under the Sustainable Groundwater Management (SGM) Grant Program SGMA Implementation Grant pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Pub. Resources Code, § 80000, et seq.) and the Budget Acts of 2021 and 2022; and

WHEREAS, DWR will accept one application per subbasin during the SGM Grant Program's SGMA Implementation Round 2; and

WHEREAS, it is the intention of Butte County that one grant application be submitted on behalf of the entire Wyandotte Creek Subbasin for the Round 2 Solicitation; and

WHEREAS, Butte County desires to work cooperatively with the Wyandotte Creek GSA Member Agencies and other project proponents in the submission of an application to DWR and in developing and undertaking projects and other activities pursuant to the Wyandotte Creek GSA's application to DWR; and

WHEREAS, the Wyandotte Creek GSA's application includes projects and management actions that are consistent with the Wyandotte Creek Subbasin Groundwater Sustainability Plan; these projects are of interest and of benefit to Butte County.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Butte that the County supports the Wyandotte Creek GSA's application to DWR to obtain a grant under the SGM Grant Program SGMA Implementation Grant pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Pub. Resources Code, § 80000, et seq.) and the Budget Acts of 2021 and 2022.

BE IT FURTHER RESOLVED that Butte County, a Member Agency of the Wyandotte Creek GSA, acknowledges that the Wyandotte Creek GSA has the authority and shall enter into a funding agreement with DWR to receive a grant benefitting one or more SGMA projects in the Wyandotte Creek Subbasin.

PASSED AND ADOPTED by the Butte County Board of Supervisors this 8th day of November, 2022 by the following vote:

AYES: Supervisors Ritter, Kimmelshue, Teeter and Chair Connelly

NOES: None

ABSENT: None

ABSTAIN: None



Bill Connelly, Chair
Butte County Board of Supervisors

ATTEST:

Andy Pickett, Chief Administrative Officer
and Clerk of the Board of Supervisors

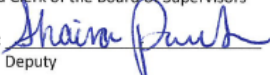
By: 
Deputy

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.

1. QUARTERLY PROGRESS REPORTS

A Quarterly Progress Report template will be provided by the DWR Grant Manager. Grantees must use the template provided for all Quarterly Progress Reports to obtain reimbursement reported. The Quarterly Progress Report must accompany an Invoice and be numbered the same for ease of reference for auditing purposes. In addition, the reporting period for the Quarterly Progress Report must also align with the corresponding quarterly Invoice.

2. COMPONENT COMPLETION REPORT

Component Completion Reports shall generally use the following format. This report should summarize all work completed as part of this grant. This is a standalone document and should not reference other documents or websites. Web links are edited or removed over time. These grants can be audited several years after they are closed. Therefore, links are not appropriate to include in the close out reports.

EXECUTIVE SUMMARY – Should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original application
- Description of actual work completed and any deviations from the work plan identified in the Grant Agreement

REPORTS AND/OR PRODUCTS – The following items should be provided

- Final Evaluation report
- Electronic copies of any data collected, not previously submitted
- As-built drawings
- Final geodetic survey information
- Self-Certification that the Project meets the stated goal of the Grant Agreement (e.g., 100-year level of flood protection, HMP standard, PI-84-99, etc.)
- Project photos
- Discussion of problems that occurred during the work and how those problems were resolved
- A final project schedule showing actual progress versus planned progress

COSTS AND DISPOSITION OF FUNDS – A list of showing:

- The date each invoice was submitted to the State
- The amount of the invoice
- The date the check was received
- The amount of the check (If a check has not been received for the final invoice, then state this in this section.)
- A summary of the payments made by the Grantee for meeting its cost-sharing obligations under this Grant Agreement.
- A summary of final funds disbursement including:
 - Labor cost of personnel of agency/ major consultant /sub-consultants. Indicate personnel, hours, rates, type of profession and reason for consultant, i.e., design, CEQA work, etc.
 - Evaluation cost information, shown by material, equipment, labor costs, and any change orders

- Any other incurred cost detail
- A statement verifying separate accounting of funding disbursements
- Summary of project cost including the following items:
 - Accounting of the cost of project expenditure;
 - Include all internal and external costs not previously disclosed; and
 - A discussion of factors that positively or negatively affected the project cost and any deviation from the original project cost estimate.

ADDITIONAL INFORMATION – Any relevant additional Information should be included.

3. GRANT COMPLETION REPORT

The Grant Completion Report shall generally use the following format. This report should summarize all work completed as part of this grant. This is a standalone document and should not reference other documents or websites. Web links are edited or removed over time. These grants can be audited several years after they are closed. Therefore, links are not appropriate to include in the close out reports.

- Executive Summary: consisting of a maximum of ten (10) pages summarizing information for the grant as well as the individual projects.
- Brief discussion of whether the level, type, or magnitude of benefits of each project are comparable to the original project proposal; any remaining work to be completed and mechanism for their implementation; and a summary of final funds disbursement for each project.

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

4. POST-PERFORMANCE REPORT

The Post Performance Report (PPR) should be concise and focus on how each project is performing compared to its expected performance. The PPR should be following the Methodology Report for the specific project type(s) provided by the DWR Grant Manager. The PPR should identify whether the project is being operated and maintained. DWR requirements is for all funded projects should be maintained and operated for a minimum of 15 years. If the project is not being maintained and operated, justification must be provided. A PPR template may be provided by the assigned DWR Grant Manager upon request. The PPR should follow the general format of the template and provide requested information as applicable. The following information, at a minimum, shall be provided:

Reports and/or products

- Header including the following:
 - Grantee Name
 - Implementing Agency (if different from Grantee)
 - Grant Agreement Number
 - Project Name
 - Funding grant source
 - Report number
- Post Performance Report schedule
- Time period of the annual report (e.g., January 2018 through December 2018)
- Project Description Summary
- Discussion of the project benefits
- An assessment of any differences between the expected versus actual project benefits as stated in the original application. Where applicable, the reporting should include quantitative metrics (e.g., new acre-feet of water produced that year, etc.).
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.

- Any additional information relevant to or generated by the continued operation of the project.

Exhibit G

REQUIREMENTS FOR DATA SUBMITTAL

Surface and Groundwater Quality Data:

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

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. The inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website: <http://www.ceden.org>.

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

Groundwater Level Data

For each project that collects groundwater level data, the Grantee will need to submit this data to DWR's Water Data Library (WDL), with a narrative description of data submittal activities included in project reports, as described in Exhibit F, "Report Formats and Requirements." Information regarding the WDL and in what format to submit data can be found at: <http://www.water.ca.gov/waterdatalibrary/>.

Exhibit H

STATE AUDIT DOCUMENT REQUIREMENTS

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

State Audit Document Requirements

Internal Controls

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

State Funding:

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

Contracts:

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

Invoices:

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

Cash Documents:

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

Accounting Records:

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

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

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

Project Files:

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

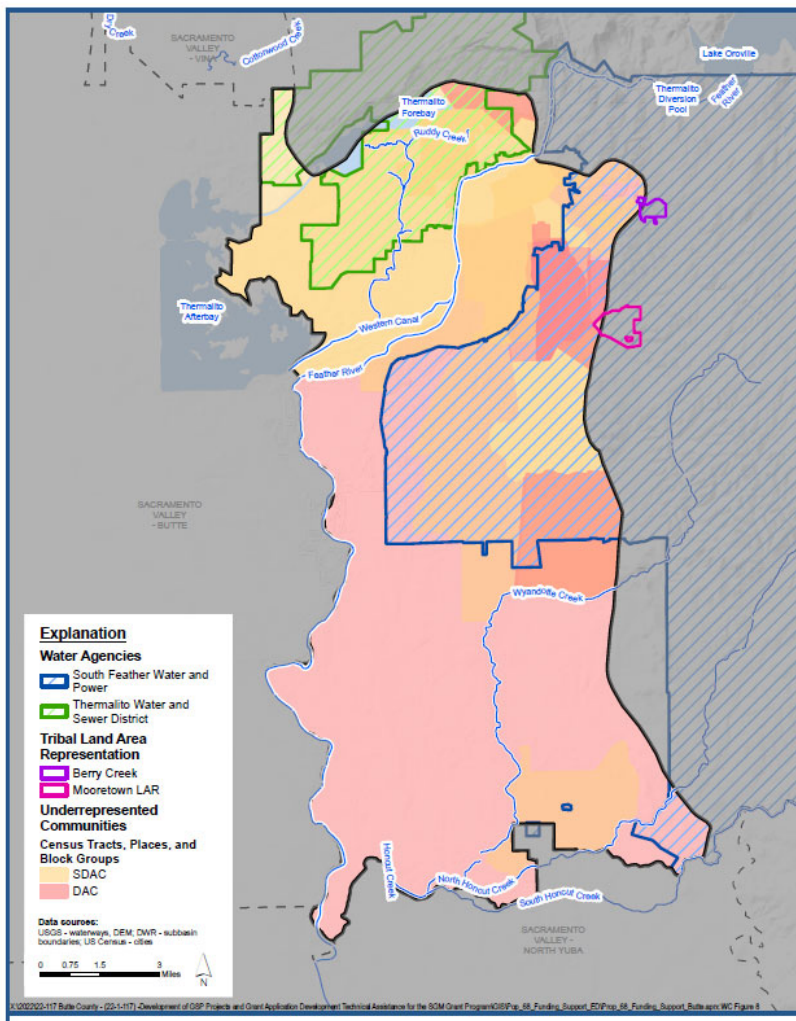
Exhibit I
PROJECT LOCATION

Components 2 through 4:

Implementing Agency: Wyandotte Creek Groundwater Sustainability Agency

Agency Address: 308 Nelson Avenue, Oroville, CA 95965

Project Location: Wyandotte Creek Subbasin in Butte County.



Component 5:

Exhibit J
MONITORING AND MAINTENANCE PLAN COMPONENTS
NOT APPLICABLE

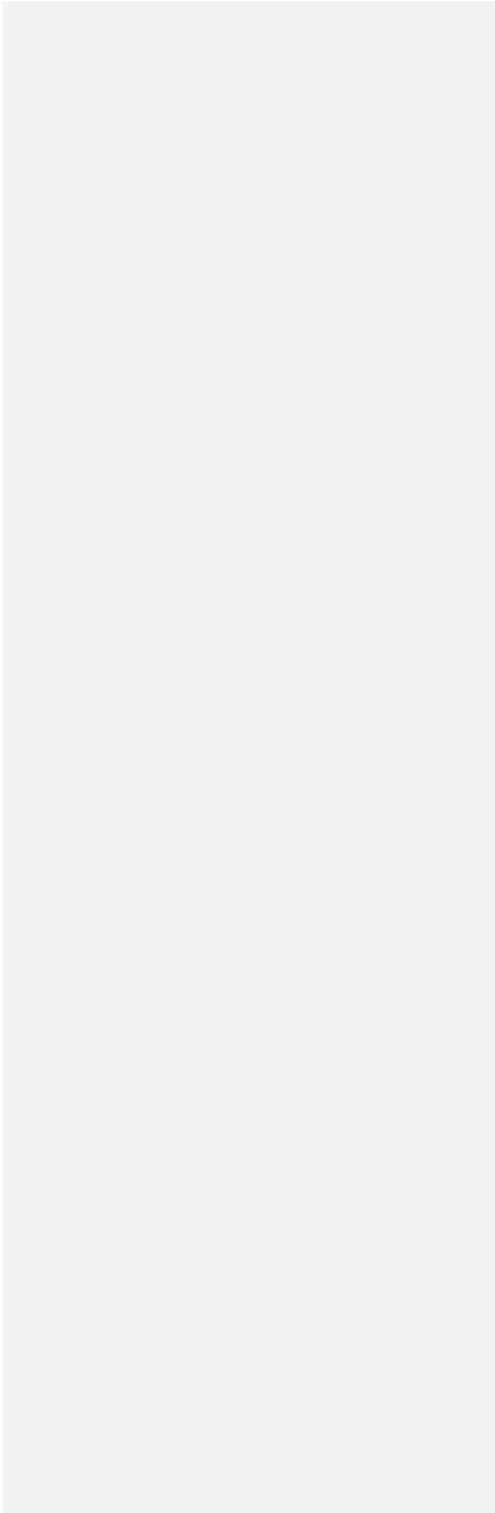


Exhibit K
LOCAL PROJECT SPONSORS
NOT APPLICABLE

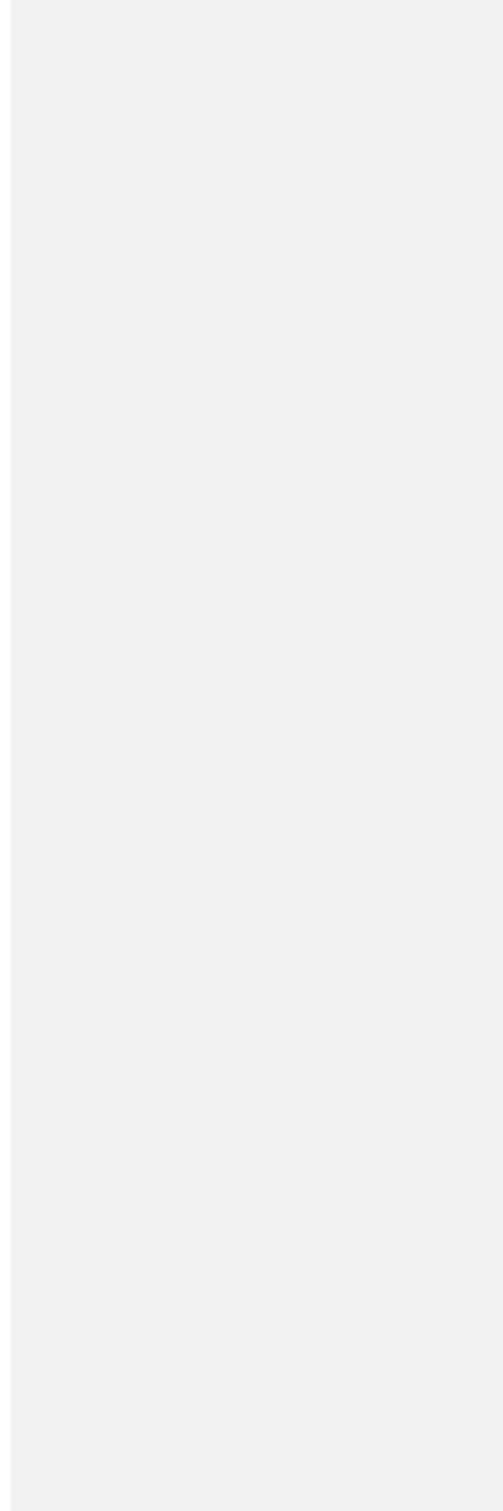
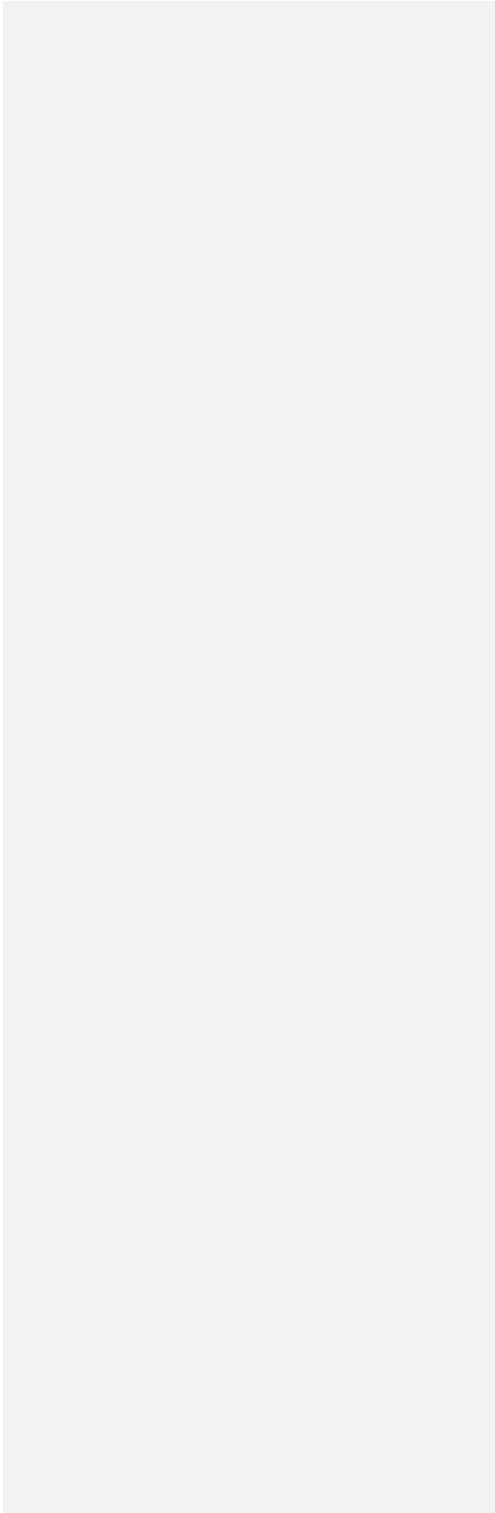


Exhibit L
APPRAISAL SPECIFICATIONS
NOT APPLICABLE



Grant Agreement No. 4600015879

Amendment 1

Page 55 of 56

Exhibit M

INFORMATION NEEDED FOR ESCROW PROCESSING AND CLOSURE

NOT APPLICABLE

EXHIBIT O

INVOICE GUIDANCE FOR ADMINISTRATIVE AND OVERHEAD CHARGES

The funds provided pursuant to this Agreement may only be used for costs that are directly related to the funded Project. The following provides a list of typical requirements for invoicing, specifically providing guidance on the appropriate methods for invoicing administrative and direct overhead charges.

Administration Charges

Indirect and General Overhead (i.e., indirect overhead) charges are not an allowable expense for reimbursement. However, administrative expenses that are apportioned directly to the project are eligible for reimbursement. Costs such as rent, office supplies, fringe benefits, etc. can be "Direct Costs" and are eligible expenses as long as:

- There is a consistent, articulated method for how the costs are allocated that is submitted and approved by the Grant Manager. The allocation method must be fully documented for auditors.
- A "fully-burdened labor rate" can be used to capture allowable administrative costs.
- The administrative/overhead costs can never include:
 - Non-project specific personnel and accounting services performed within the Grantee or an LPS' organization
 - Generic markup
 - Tuition
 - Conference fees
 - Building and equipment depreciation or use allowances
- Using a general overhead percentage is never allowed

Labor Rates

The Grantee must provide DWR with supporting documentation for personnel hours (see personnel billing rates letter in example invoice packet). The personnel rate letter should be submitted to the DWR Grant Manager prior to submittal of the first invoice. The supporting documentation must include, at a minimum, employee classifications that will be reimbursed by grant funds and the corresponding hourly rate range. These rates should be "burdened"; the burdened rate must be consistent with the Grantee's/Local Project Sponsors standardized allocation methodology. The supporting documentation should also provide an explanation of what costs make up the burdened rate and how those costs were determined. This information will be used to compare against personnel hours summary table invoice back up documentation. Periodic updates may be needed during the life of the grant which would be handled through a revised billing rate letter.