

PROPOSITION 1 ROUND 1 IRWM SUBGRANT AGREEMENT  
BETWEEN  
SANTA CLARITA VALLEY WATER AGENCY  
AND  
SANTA CLARITA VALLEY SANITATION DISTRICT OF LOS ANGELES  
COUNTY

This Proposition 1 Round 1 Implementation Integrated Regional Water Management Subgrant Agreement ("AGREEMENT") is made between the SANTA CLARITA VALLEY WATER AGENCY (the "AGENCY" or "SCV WATER") and the Santa Clarita Valley Sanitation District of Los Angeles County (the "SUBGRANTEE"), regarding the approved grant-funded project component known as Valencia Water Reclamation Plant Advanced Water Treatment Facility Enhanced Membrane System (hereinafter, the "PROJECT COMPONENT"). AGENCY and SUBGRANTEE are sometimes individually referred to herein as a "PARTY" and are sometimes collectively referred to herein as the "PARTIES."

WHEREAS the Castaic Lake Water Agency, City of Santa Clarita, Los Angeles Flood Control District, San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy, Newhall County Water District, Santa Clarita Valley Sanitation District of Los Angeles County, Santa Clarita Water Division of the Castaic Lake Water Agency, and Valencia Water Company have, through a Memorandum of Understanding (March 2007), established the Upper Santa Clara River Watershed Integrated Regional Water Management Plan ("IRWM Plan") and a Regional Water Management Group in accordance with the Integrated Regional Water Management Planning Act of 2002;

WHEREAS on January 1, 2018, the Santa Clarita Valley Water Agency Act (SB 634, October 15, 2017) consolidated Castaic Lake Water Agency (including its Santa Clarita Water Division), Newhall County Water District, and Valencia Water Company into one entity operating as the "Santa Clarita Valley Water Agency";

WHEREAS, on or about April 8, 2019, the AGENCY was authorized, designated and requested by the Regional Water Management Group to prepare and submit a grant application to the California Department of Water Resources (hereinafter, the "State") for a Proposition 1 Round 1 IRWM Implementation Grant for component water enhancement projects in the Upper Santa Clara River IRWM Region, as specified in the IRWM Plan, to be carried out by various public agencies in the Santa Clarita Valley with authority and responsibility for water facilities and programs;

WHEREAS, the City of Santa Clarita, the Los Angeles County Department of Public Works, the Santa Clara River Conservancy, the Santa Clarita Valley Sanitation District of Los Angeles County, and the AGENCY all have current or pending projects in the suite of projects identified in the IRWM Plan;

WHEREAS, in accordance with the October 5, 2020 letter to the Agency, the State has approved the Proposition 1 Round 1 IRWM Implementation Grant application of the Upper Santa Clara River IRWM Plan, but requires that the Grant Agreement be entered into with a single eligible grant recipient that is a member of the Regional Water Management Group;

WHEREAS, the AGENCY is a member of the Regional Water Management Group, is an eligible grant recipient in accordance with the terms, provisions and requirements of the Proposition 1

Round 1 IRWM Implementation Grant Guidelines, is willing to serve as the single grantee under the Grant Agreement with the State and has entered into the Grant Agreement with the State. AGENCY is now willing to enter into subgrant agreements with the other agencies for State-approved project components in the IRWM Plan and grant application, and is willing to act, with the assistance of Kennedy Jenks Consultants, Inc., (Grant Administration Consultant), to administer Proposition 1 Round 1 IRWM Implementation Grant;

WHEREAS, the SUBGRANTEE now consents to and requests the AGENCY perform the function of grantee under the Proposition 1 Round 1 IRWM Implementation Grant for the limited purpose of providing SUBGRANTEE with its allocated portion of the Proposition 1 Round 1 IRWM Implementation Grant funds for the PROJECT COMPONENT;

WHEREAS, the PROJECT COMPONENT, for purposes of this Agreement specifically refers to and consists of certain planned improvements to the Valencia Water Reclamation Plant in accordance and in conformance and compliance with the prior approvals including, without limitation, the Recirculated SCVSD Chloride Compliance Project EIR– Separation of Recycled Water Project (Certified Aug. 30, 2017);

WHEREAS, the SUBGRANTEE wishes to continue construction and improvement on the PROJECT COMPONENT;

WHEREAS, the SUBGRANTEE is willing to meet all requirements under the Grant Agreement related to and concerning the PROJECT COMPONENT; and

WHEREAS, any PROJECT COMPONENT costs above the grant amount authorized for the PROJECT COMPONENT pursuant to the Grant Agreement are the responsibility of and will be provided by the SUBGRANTEE.

Now, therefore, for valuable consideration, the receipt of which is hereby acknowledged, IT IS MUTUALLY AGREED BY THE PARTIES THAT:

1. AGENCY shall act as grantee under the Proposition 1 Round 1 Integrated Regional Water Management Grant Program, and shall administer the grant requirements as set forth in the Grant Agreement. The Grant Agreement between the AGENCY and the State, including its related Exhibits A through J, is incorporated by reference into this AGREEMENT, and is attached hereto as Exhibit 1. The AGENCY may contract with third parties for the administrative services called for in the Grant Agreement.
2. The SUBGRANTEE shall fulfill all Local Project Sponsor responsibilities in the Grant Agreement. SUBGRANTEE as a Local Project Sponsor is required to comply with all of the terms of the Grant Agreement for THE PROJECT COMPONENT. If the SUBGRANTEE is in breach of the Grant Agreement then this AGREEMENT will terminate pursuant to Section 21.
3. AGENCY shall disburse State grant funds to SUBGRANTEE for work on THE PROJECT COMPONENT for eligible activities completed in accordance with the terms of the Grant Agreement ("PROJECT COSTS") contingent upon AGENCY'S receipt of grant funds for that work from the State. In accordance with Section 7 of the Grant Agreement, only work performed after the Final Award Date as defined in the Grant Agreement shall be eligible for reimbursement. Reasonable administrative expenses may be included as PROJECT COSTS and will depend on the complexity of the

preparation, planning, coordination, construction, acquisitions, implementation and maintenance required for THE PROJECT COMPONENT. The AGENCY will not disburse funds for any costs or expenses incurred at any time by the SUBGRANTEE that are not eligible under the Grant Agreement or not carried out in accordance with the terms of the Grant Agreement.

4. SUBGRANTEE shall pay or cause to be paid and provide all required grant matching funds or in-kind matching services for THE PROJECT COMPONENT. The initial budget for THE PROJECT COMPONENT is set forth in Exhibit B of the Grant Agreement, and that initial budget may be adjusted in accordance with the Grant Agreement.
5. SUBGRANTEE shall be responsible for obtaining, or demonstrating compliance with any and all applicable requirements for any and all permits, licenses, and approvals necessary for THE PROJECT COMPONENT and as may be further set forth in the Grant Agreement, including those necessary for the design, construction, or operation and maintenance of THE PROJECT COMPONENT. SUBGRANTEE shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental review, procurement, and safety laws, rules, regulations, and ordinances.
6. Disbursement Process.
  - a. The SUBGRANTEE may hire contractors, consultants and subcontractors to complete THE PROJECT COMPONENT. The SUBGRANTEE is responsible for the selection and compensation of any subcontractors hired to assist with the completion of THE PROJECT COMPONENT, as further set forth in Sections 9, 10, 19 and 32 of this AGREEMENT.
  - b. The SUBGRANTEE shall submit invoices to the AGENCY for all eligible PROJECT COSTS, including subcontractor invoices. Each SUBGRANTEE invoice shall clearly delineate those costs claimed for disbursement from the State's Grant Amount, and those costs that represent the SUBGRANTEE's funding match.
  - c. The AGENCY shall submit invoices received from the SUBGRANTEE for eligible PROJECT COSTS to the State for disbursement in accordance with the Grant Agreement.
  - d. Following the review of each invoice, the State will disburse to the AGENCY the approved amount subject to the availability of funds through normal State processes. Within thirty (30) days of receipt of funds from the State, the AGENCY shall forward these funds to the SUBGRANTEE. All funds disbursed by the State under the Grant Agreement for purposes of THE PROJECT COMPONENT and all related interest earned by the AGENCY shall be used solely to pay eligible PROJECT COSTS.
7. AGENCY shall timely submit to the State invoices, reports, and assurances received from SUBGRANTEE prepared to meet the accounting, reporting and other requirements in the Grant Agreement for THE PROJECT COMPONENT.

a. Accounting and Deposit of Grant Disbursement; Separate Accounting of Grant Disbursement and Interest Records:

SUBGRANTEE shall:

1. Account for the funds and in-kind services disbursed and contributed pursuant to this AGREEMENT separately from all other funds and services.
2. Maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices.
3. Keep complete and accurate records of any and all receipts, disbursements, and interest earned on expenditures of funds related to THE PROJECT COMPONENT.
4. Require its contractors, consultants, and subcontractors, or others employed in connection with THE PROJECT COMPONENT 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 AGENCY or State at all reasonable times.

- b. Fiscal Management Systems and Accounting Standards: SUBGRANTEE's fiscal control and accounting procedures shall be maintained in a manner sufficient to permit tracking of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law, this AGREEMENT or the Grant Agreement.
- c. Disposition of Money Disbursed: All money disbursed pursuant to this AGREEMENT shall be deposited, administered, and accounted for pursuant to the provisions of the Grant Agreement and all applicable law.
- d. Remittance of Unexpended Funds: SUBGRANTEE shall remit to AGENCY any unexpended funds that were disbursed to SUBGRANTEE under this AGREEMENT and were not used to pay PROJECT COSTS within a period of forty-five (45) calendar days from the final disbursement from the AGENCY of funds or, within thirty (30) calendar days of the expiration of this AGREEMENT, whichever comes first.
- e. Submission of Reports: All reports required to be prepared by SUBGRANTEE in accordance with this AGREEMENT or the Grant Agreement shall be submitted to the AGENCY's Project Manager for THE PROJECT COMPONENT. The submittal by the SUBGRANTEE, and the approval by the State and/or the AGENCY, of all reports is a conditional requirement for the initial and continued disbursement of State funds pursuant to this AGREEMENT and the Grant Agreement. All reports shall be submitted by SUBGRANTEE in electronic form, shall meet generally accepted professional standards for technical reporting, and shall be proofread for content and accuracy before submission. SUBGRANTEE shall promptly provide any additional information requested by the State or the AGENCY for approval of

reports. Reports shall be presented in the formats described in Exhibit F of the Grant Agreement. Each report shall meet the requirements of Section 14 and Exhibit F of the Grant Agreement.

1. Progress Reports: SUBGRANTEE shall submit progress reports on a regular and consistent basis to meet the State's requirement for disbursement of funds under Section 5.B. the Grant Agreement. The reporting period shall not exceed one quarter in length. Upon request by the AGENCY's Project Manager and/or Grant Administration Consultant, the SUBGRANTEE's progress reports shall be submitted via e-mail or other designated mode of submission.
  2. Project Completion Reports: Within sixty (60) calendar days of completion of all project tasks for THE PROJECT COMPONENT, SUBGRANTEE shall submit to the AGENCY a Project Completion Report, which Report shall comply with the requirements of Section 14 of the Grant Agreement.
  3. Project-Performance Reports: Within sixty (60) calendar days after the first operational year of the PROJECT COMPONENT has elapsed, SUBGRANTEE shall submit a Project-Performance Report to the AGENCY, which Report shall comply with the requirements of Section 14 of the Grant Agreement.
8. AGENCY shall maintain accounts for THE PROJECT COMPONENT in accordance with the Grant Agreement.
  9. SUBGRANTEE shall carry out, build and/or perform THE PROJECT COMPONENT in accordance with all requirements for THE PROJECT COMPONENT as set forth in the Grant Agreement.
    - a. SUBGRANTEE shall fulfill all assurance, declarations, representations and commitments made by SUBGRANTEE in support of SUBGRANTEE's request for grant funds.
    - b. SUBGRANTEE shall satisfy and comply with all requirements and limitations of the Grant Agreement for THE PROJECT COMPONENT. SUBGRANTEE shall timely submit to the AGENCY all invoices, reports, and assurances needed to meet the accounting, reporting and other requirements in the Grant Agreement for THE PROJECT COMPONENT .
    - c. SUBGRANTEE shall immediately provide notice to AGENCY 's representative in the event SUBGRANTEE wishes to alter the schedule, materials, methods or deliverables related to THE PROJECT COMPONENT as set forth in the Grant Agreement. AGENCY shall timely forward SUBGRANTEE's request for alteration to the State for its consideration.
    - d. As AGENCY is acting as grantee under the Grant Agreement, SUBGRANTEE's questions and other communications related to the Grant Agreement or performance of work under the Grant Agreement shall be directed to the AGENCY's representatives for resolution with the State.

10. Labor Certification: SUBGRANTEE, its contractors and subcontractors shall comply with any and all applicable provisions of the California Labor Code (Section 1720 et seq.) regarding payment of prevailing wages for public works projects. At the request of AGENCY, SUBGRANTEE shall promptly submit evidence of compliance upon request from the AGENCY or the State.
11. Drug-Free Workplace. SUBGRANTEE, its contractors and subcontractors shall comply with any and all applicable requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and shall promptly submit evidence of compliance upon request from the AGENCY or the State.
12. Notification of AGENCY. SUBGRANTEE shall promptly notify the AGENCY in writing of the occurrence of any event specified in Section 18 of the Grant Agreement between the State and the AGENCY.
13. Disposition of Equipment: Not less than forty-five (45) days before submission of its final invoice to the AGENCY, SUBGRANTEE shall provide to the AGENCY a final inventory of equipment purchased with grant funds provided by the State in accordance with this AGREEMENT and the Grant Agreement. SUBGRANTEE shall consult with the AGENCY on the scope of the inventory not less than seventy-five (75) days before the submission of the final project invoice. The inventory shall include all items with a current estimated fair market value of more than \$5,000 per item. Within sixty (60) days of receipt of the inventory of equipment, the State will provide the AGENCY with a list of the items on the inventory to which the State will take title. All other items shall become the property of SUBGRANTEE. The State will arrange for delivery from SUBGRANTEE of items to which the State will take title in accordance with Exhibit D of the Grant Agreement. Cost of transportation, if any, will be borne by State.
14. Duty to Indemnify, Defend and Hold Harmless: To the fullest extent permitted by law, the SUBGRANTEE shall indemnify, defend and hold harmless under this Section 14 the State and the AGENCY , and their respective elected officials, directors, officers, agents, employees, assigns, contractors, subcontractors, consultants and attorneys from and against all suits, actions, claims, proceedings, damages, losses, expenses, and other costs, arising out of or resulting from or in connection with SUBGRANTEE's performance under this AGREEMENT or the Grant Agreement, or any challenge of any environmental review undertaken for THE PROJECT COMPONENT, or any event(s) covered by Section 23 of this AGREEMENT, or any negligent or wrongful act or omission of the SUBGRANTEE, or its elected officials, directors, officers, employees, agents, assigns, contractors, subcontractors, or consultants. Liabilities covered by SUBGRANTEE's duties under this Section 14 include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution.

SUBGRANTEE'S duties under this Section 14 extend through final judgment of any suits, actions, claims, or proceedings, including exhaustion of any appeals.

- a. The SUBGRANTEE's obligation to indemnify, defend and hold harmless under this Section 14 applies except upon a determination by a court or other

tribunal of competent jurisdiction that SUBGRANTEE's liability was caused, in whole or in part, by the negligence or willful misconduct of an indemnified party. Where an allegation of comparative negligence or willful misconduct has been made by SUBGRANTEE and legal counsel for the parties determine that a conflict exists between providing a defense and pursuing the allegation of comparative negligence or willful misconduct, SUBGRANTEE and the affected indemnified party may select separate counsel of their choosing. Upon such a determination of negligence or willful misconduct, SUBGRANTEE'S obligations under this Section 14, including the cost of defense, shall be reduced in proportion to the established comparative liability of the indemnified party, and SUBGRANTEE and the affected indemnified party shall be entitled to be reimbursed from each other for the reasonable cost of its separate counsel in proportion to the established comparative liability of the affected parties.

- b. The review, acceptance or approval of the SUBGRANTEE's work or work product by any indemnified party shall not affect, relieve or reduce SUBGRANTEE's indemnification or defense obligations under this Section 14. This Section 14 survives completion of the work or the termination of this AGREEMENT or the Grant Agreement. The provisions of this Section are not limited by and do not affect the provisions of this AGREEMENT or the Grant Agreement relating to insurance.
15. AGENCY guarantees that all funds it receives for THE PROJECT COMPONENT from the State under the Grant Agreement shall solely and exclusively be used for the purposes set out in this AGREEMENT for THE PROJECT COMPONENT; provided, however, that the AGENCY shall not be responsible for any funds paid out as a result of fraud, forgery, misrepresentation or other illegal activity.
16. AGENCY shall have no obligation or other responsibility for operation or maintenance of, or insurance for, THE PROJECT COMPONENT.
17. AGENCY is not acting as a surety. This AGREEMENT is not a performance, payment, completion or labor and materials bond. AGENCY does not guarantee, represent or warrant that construction of THE PROJECT COMPONENT will proceed, be completed, or that the grant funds for THE PROJECT COMPONENT will be sufficient to meet incurred expenses by the SUBGRANTEE.
18. AGENCY does not guarantee, represent or warrant the plans and specifications for THE PROJECT COMPONENT. AGENCY does not guarantee, represent or warrant any estimated construction costs or budgets for THE PROJECT COMPONENT as set forth in either the grant application or the Grant Agreement. AGENCY shall have no obligation or responsibility for any aspect of bidding or the selection of contractors or subcontractors to perform any aspect of the work for THE PROJECT COMPONENT under this AGREEMENT or the Grant Agreement. Instead, AGENCY is only acting as a conduit for: (1) the transfer of grant funds from the State to SUBGRANTEE for THE PROJECT COMPONENT in furtherance of the Grant Agreement, and (2) the transmission of invoices, reports, financial information, disclosure assurances and other information from the SUBGRANTEE to the State in furtherance of the Grant Agreement.

19. AGENCY does not guarantee, represent or warrant that it will pay any invoice submitted by SUBGRANTEE until funds for approved invoices have actually been transmitted by the State to the AGENCY. AGENCY assumes no obligation or liability of any nature to any person, company or entity, including but not limited to, SUBGRANTEE or its contractors, subcontractors or consultants for any delay(s) by the State in approval or transmittal of grant funds to the AGENCY for THE PROJECT COMPONENT.
  - a. SUBGRANTEE agrees that it shall return any audit disallowance related to THE PROJECT COMPONENT, as provided in Exhibit D of the Grant Agreement, to the AGENCY for transmission to the State.
20. The SUBGRANTEE 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 COMPONENT without prior permission of State and only after thirty (30) days written notice to the AGENCY, for the useful life of THE PROJECT COMPONENT. SUBGRANTEE 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 SUBGRANTEE to meet its obligations under this AGREEMENT and the Grant Agreement, without prior written permission of State and the AGENCY. State may require that the proceeds from the disposition of any real or personal property be remitted to State, but in no event shall the SUBGRANTEE be required to remit proceeds in excess of the amount of the grant funds provided by the State, as set forth in Exhibit B of the Grant Agreement.
21. The PARTIES agree that if SUBGRANTEE abandons THE PROJECT COMPONENT in any way, or fails to cure any breach of this AGREEMENT within thirty (30) days of receipt of Notice of Breach from the AGENCY, then the AGENCY may, in its sole discretion, serve written notice to SUBGRANTEE that the AGENCY intends to terminate this AGREEMENT in thirty (30) days. Thereafter, if the breach is not timely and reasonably cured, the AGENCY may terminate this AGREEMENT upon a final written notice of termination.
  - a. If this AGREEMENT is terminated, SUBGRANTEE shall, upon demand, immediately repay to AGENCY an amount equal to the amount of grant funds disbursed to SUBGRANTEE, with interest, equal to the State of California general obligation bond interest rate in effect at the time of the termination, on all amounts due, as provided in Section 12 of the Grant Agreement.
  - b. Disputes: If the State disputes an invoice, payment will not be made until the dispute is resolved to the satisfaction of the State, and a corrected invoice is submitted, as provided in Exhibit D of the Grant Agreement. Any claim by SUBGRANTEE regarding the performance of this AGREEMENT shall be submitted to the AGENCY 's Project Manager and to the State within thirty (30) calendar days of SUBGRANTEE's knowledge of the claim. The State and the AGENCY, in cooperation with the SUBGRANTEE, shall then attempt to negotiate a resolution of such claim.
22. The PARTIES agree that if any applicable federal or state budget act of the current year and/ or any subsequent year(s) does not appropriate sufficient grant funds for THE PROJECT COMPONENT in accordance with this AGREEMENT and the Grant



Agreement , then this AGREEMENT shall be of no force and effect unless and until sufficient grant funds are appropriated, and this AGREEMENT shall terminate if the Grant Agreement is canceled by the State. In such an event, except for those monies already received from the State and approved for payment for work on THE PROJECT COMPONENT , the AGENCY shall have no obligation or liability of any nature to transmit any funds to SUBGRANTEE for THE PROJECT COMPONENT.

23. AGENCY shall not be responsible for securing insurance protection against loss or damage to THE PROJECT COMPONENT and any pre-purchased materials from any source, including but not limited to the following: fire, earthquake, vandalism and theft. AGENCY shall have no obligation or liability of any nature for any loss or damage to SUBGRANTEE or any other person, company or entity resulting from the failure to secure any such insurance. SUBGRANTEE shall provide all insurance required for THE PROJECT COMPONENT in accordance with the requirements of the Grant Agreement.
24. Subject to other terms and conditions of this AGREEMENT and the Grant Agreement, upon completion of construction or performance of THE PROJECT COMPONENT or termination of this AGREEMENT, the AGENCY shall disburse to SUBGRANTEE any remaining funds in the account approved and provided by the state for payment to SUBGRANTEE to cover eligible PROJECT COSTS incurred by SUBGRANTEE, which have not already been disbursed by AGENCY to SUBGRANTEE.
25. SUBGRANTEE shall proceed with all reasonable diligence in: (i) the commencement and completion of THE PROJECT COMPONENT; (ii) submission of written reports, financial information, insurance, bonds, and assurances required by the Grant Agreement for THE PROJECT COMPONENT; and (iii) submittal of requests for payment in full compliance with Section 9 of the Grant Agreement.
26. SUBGRANTEE shall not assign this AGREEMENT to any third party, except as agreed to in writing by both the State and the AGENCY.
27. Should any provision of this AGREEMENT be found invalid, such invalidity shall not, in any way, affect the remaining provisions of this AGREEMENT. This AGREEMENT is only for the benefit of the PARTIES and not for the benefit of any third party, other than the State.
28. Changes to the authorized signature(s) of the SUBGRANTEE shall be accomplished by written notice from SUBGRANTEE to the AGENCY.
29. SUBGRANTEE shall ensure that any and all activities carried out in connection with THE PROJECT COMPONENT that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Part 2.76, commencing with Section 10780) of Division 6 of the Water Code). SUBGRANTEE shall further ensure that any and all activities carried out in connection with THE PROJECT COMPONENT that may affect any surface or groundwater quality shall include a monitoring component that allows the integration of data into statewide, regional and/or local monitoring efforts, including, where applicable, the surface water ambient monitoring program carried out by the State Water Resources Control Board or other

monitoring programs administered by the Regional Water Quality Control Board or other regulatory agency.

30. Nothing in this AGREEMENT shall create any contractual relationship between the AGENCY and any employee, agent, assign, contractor, subcontractor or consultant of the SUBGRANTEE. As further set forth in Section 14 of this AGREEMENT, SUBGRANTEE agrees to be fully responsible to the AGENCY for the acts and omissions of its elected officials, directors, officers, employees, agents, assigns, contractors, subcontractors, consultants and any other person, company or entity either directly or indirectly employed by them or by SUBGRANTEE. SUBGRANTEE's obligation to pay its elected officials, directors, officers, employees, agents, assigns, contractors, subcontractors, consultants or other persons or entities is independent of the obligation of the State to transmit funds to the AGENCY, and AGENCY 's obligation to transmit funds to SUBGRANTEE under the Grant Agreement and this AGREEMENT. As a result, the AGENCY shall have no obligations or liability of any nature to pay any monies to any person, company or entity either directly or indirectly employed by SUBGRANTEE.
31. SUBGRANTEE agrees that, at SUBGRANTEE's sole expense, SUBGRANTEE shall ensure that the AGENCY, including its elected officials, directors, officers, employees, contractors, subcontractors, consultants, agents and volunteers shall be named as additional insured, and insured in the same amount as SUBGRANTEE, on all insurance policies which SUBGRANTEE is required to obtain pursuant to the Grant Agreement. SUBGRANTEE agrees to provide AGENCY with written documentation that the additional insured parties have been so named on all insurance policies which SUBGRANTEE is required to obtain pursuant to the Grant Agreement.
32. Except as otherwise provided in this AGREEMENT, the term of this AGREEMENT shall be the same as, and coincide with, the term of the Grant Agreement.
33. Record Retention:
  - a. For five years after completion of THE PROJECT COMPONENT or as otherwise required by the Grant Agreement, the AGENCY shall retain a copy of records of: (i) AGENCY deposits into, and disbursements from, accounts for THE PROJECT COMPONENT; (ii) requests for payment received from SUBGRANTEE; and (iii) AGENCY inspection of SUBGRANTEE requests for payment on THE PROJECT COMPONENT. Upon prior written request from the State or SUBGRANTEE, the AGENCY shall provide the State or SUBGRANTEE reasonable access to inspect such records on AGENCY premises during normal business hours.
  - b. SUBGRANTEE shall retain all records pertaining to matters addressed in this AGREEMENT for a period of not less than five (5) years after submission of the Project Performance Report described in Section 7 of this AGREEMENT. Upon prior written request from the State or the AGENCY, SUBGRANTEE shall provide the State or the AGENCY reasonable access to inspect such records on SUBGRANTEE premises during normal business hours.
34. Each of the PARTIES represents and warrants that each person signing this AGREEMENT on behalf of that PARTY has legal authority to sign this AGREEMENT, and bind that PARTY.

35. Any and all notice(s) provided pursuant to this AGREEMENT shall be sent by United States mail and by electronic transmission to the following representatives for the PARTIES:

SUBGRANTEE:

Santa Clarita Valley Sanitation District of Los Angeles County  
P.O. Box 4998  
Whittier, CA 90607  
Attn: Robert C. Ferrante, Chief Engineer & General Manager  
[rferrante@lacsdsd.org](mailto:rferrante@lacsdsd.org)

AGENCY:

Santa Clarita Valley Water Agency  
27234 Bouquet Canyon Road  
Santa Clarita, CA 91350  
ATTN: Matthew G. Stone, General Manager  
[mstone@scvwa.org](mailto:mstone@scvwa.org)

The PARTIES may change representatives upon written notice to the other PARTY in accordance with the notice procedures of this Section 35.

36. This AGREEMENT is entered into, and shall be construed and interpreted in accordance with, the laws of the State of California. If any action is brought to interpret or enforce any provision of this AGREEMENT, the action shall be brought in state court in Los Angeles County, California.
37. This AGREEMENT has been negotiated between the PARTIES and shall not be construed against any PARTY as the drafting PARTY.
38. This AGREEMENT will be considered binding and effective when it has been fully executed by the PARTIES. This AGREEMENT may be executed in counterpart originals, with all counterparts taken as a whole constituting one complete AGREEMENT.

Dated: \_\_\_\_\_

SANTA CLARITA VALLEY WATER AGENCY

By: \_\_\_\_\_

Matthew G. Stone  
General Manager

Approved as to Form:

Best, Best & Krieger, LLP

By: \_\_\_\_\_  
Joseph Byrne, Esq.  
General Counsel

Dated: \_\_\_\_\_

SANTA CLARITA VALLEY SANITATION  
DISTRICT OF LOS ANGELES COUNTY

By: \_\_\_\_\_  
Chairperson

Attest:

\_\_\_\_\_  
Secretary

Approved as to Form:

Lewis Brisbois Bisgaard & Smith, LLP

By: \_\_\_\_\_  
District Counsel

# **EXHIBIT 1**

GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA  
(DEPARTMENT OF WATER RESOURCES) AND  
SANTA CLARITA VALLEY WATER AGENCY  
AGREEMENT NUMBER 4600013902  
PROPOSITION 1 ROUND 1 INTEGRATED REGIONAL  
WATER MANAGEMENT (IRWM) IMPLEMENTATION GRANT

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA  
(DEPARTMENT OF WATER RESOURCES) AND  
SANTA CLARITA VALLEY WATER AGENCY  
AGREEMENT NUMBER 4600013902  
PROPOSITION 1 ROUND 1 INTEGRATED REGIONAL WATER MANAGEMENT (IRWM)  
IMPLEMENTATION GRANT**

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or "DWR," and the **Santa Clarita Valley Water 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 Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) to the Grantee to assist in financing the projects, which are included in and implemented in an adopted Integrated Regional Water Management Plan (IRWM Plan), pursuant to Chapter 7. Regional Water Security, Climate, and Drought Preparedness (Wat. Code, § 79740 et seq.). The provision of State funds pursuant to this Agreement shall be construed or interpreted to mean that the IRWM Plan, or any components of the IRWM Plan, implemented in accordance with the Work Plan as set forth in **Exhibit A**, has been adopted through the IRWM Plan Review Process, and is/are consistent with Water Code section 10530 et seq.
- 2) **TERM OF GRANT AGREEMENT.** The term of this Grant Agreement begins on **September 24, 2020** through final payment plus three (3) years unless otherwise terminated or amended as provided in this Grant Agreement. However, all work shall be completed by **December 31, 2025**, in accordance with the Schedule as set forth in **Exhibit C** and no funds may be requested after **March 31, 2026**.
- 3) **GRANT AMOUNT.** The maximum amount payable by the State under this Grant Agreement shall not exceed **\$10,582,640**.
- 4) **GRANTEE COST SHARE.** The Grantee is required to provide a Local Cost Share (non-state funds) as set forth in **Exhibit B** (Budget). Local Cost Share may include Eligible Project Costs directly related to **Exhibit A** incurred after **January 1, 2015**.
- 5) **BASIC CONDITIONS.**
  - A. Unless exempt as per the 2019 IRWM Implementation Grant Proposal Solicitation Package, project(s) that are subject to the California Environmental Quality Act (CEQA) including final land purchases, shall not be included in this Agreement until the CEQA process is completed and all permits necessary to begin construction are acquired. Projects providing at least 75% of benefits to a disadvantaged community (DAC), economically distressed area (EDA), and/or Tribe (based on population or geography), or projects implemented by Tribes will be exempt from this requirement.
    - i. Such projects will be included in the Agreement as a placeholder. Placeholder projects are not eligible for grant reimbursement and may not submit invoices to DWR until such time as they are fully included in the Agreement.
    - ii. Placeholder projects that complete CEQA and/or acquire permits (necessary to begin construction) within eighteen (18) months of the agreement execution date will be amended into the agreement. At the end of the eighteen (18)-month term, any placeholder projects that fail to complete CEQA and/or acquire permits will be deleted from the Agreement. The total grant award will be reduced by the amount of the deleted project(s). Replacement projects will not be allowed. Reduced amount will be made available to the respective Funding Area in future funding rounds on a competitive basis. Deleted placeholder projects will not be eligible to receive any grant reimbursement under this Agreement; however, such projects could be eligible under the next round of grant solicitation.
  - B. The State shall have no obligation to disburse money for the Project(s) under this Grant Agreement until the Grantee has satisfied the following conditions (if applicable):

- i. The Grantee shall demonstrate compliance with all eligibility criteria as set forth on pages 9-11, inclusive, of the 2019 IRWM Implementation Grant Program (Program) Guidelines (2019 Guidelines).
- ii. For the term of this Agreement, the Grantee shall submit Quarterly Progress Reports which must accompany an invoice and all invoice backup documentation (\$0 Invoices are acceptable). The Quarterly Progress Report shall be submitted within 60 days following the end of the calendar quarter (i.e. reports due May 30, August 29, November 29, and March 1) and all other deliverables as required by Paragraph 14, "Submission of Reports" and **Exhibit A**, "Work Plan".
- iii. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State.
  1. Final plans and specifications certified, signed and stamped by a California Registered Civil Engineer (or equivalent registered professional as appropriate) to certify compliance for each approved project as listed in **Exhibit A** of this Grant Agreement.
  2. Work that is subject to the California Environmental Quality Act (CEQA) (including final land purchases) 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 to the State,
    - b) Documents that satisfy the CEQA process are received by the State,
    - c) The State has completed its CEQA process as a Responsible Agency, and
    - d) The Grantee receives written notification from the State of concurrence with the Lead Agency's CEQA documents (s) and State's notice of verification of environmental permit submittal.

The State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, the State will consider the environmental documents and decide whether to continue to fund the project, or to require changes, alterations, or other mitigation. Proceeding with work subject to CEQA prior to the State's concurrence shall constitute a material breach of this Agreement. The Grantee or Local Project Sponsor (LPS) shall 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.

- iv. A monitoring plan as required by Paragraph 16, "Monitoring Plan Requirements," if applicable.
- 6) **DISBURSEMENT OF FUNDS.** The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to the Grantee under this Grant Agreement shall be deposited in a non-interest bearing account and shall be used solely to pay Eligible Project Costs.
  - 7) **ELIGIBLE PROJECT COST.** The Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and **Exhibit B**, "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. Costs incurred beginning **September 24, 2020** (Final Award date) may be eligible for reimbursement.

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

- A. Costs, other than those noted above, incurred prior to the award date of this Grant.
  - B. Costs for preparing and filing a grant application.
  - C. Operation and maintenance costs, including post construction performance and monitoring costs.
  - D. Purchase of equipment that is not an integral part of a project.
  - E. Establishing a reserve fund.
  - F. Purchase of water supply.
  - G. Replacement of existing funding sources for ongoing programs.
  - H. Meals, food items, or refreshments.
  - I. Payment of any punitive regulatory agency requirement, federal or state taxes.
  - 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. 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 or LPSs; non-project-specific accounting and personnel services performed within the Grantee's or LPS' organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; forums, trainings, and seminars; and, generic overhead or markup. This prohibition applies to the Grantee, LPSs, and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.
  - L. Mitigation for environmental impacts not resulting from implementation of the Project funded by this program.
- 8) **METHOD OF PAYMENT.** After the disbursement requirements in Paragraph 5, "Basic Conditions" are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee of an electronic invoice certified and transmitted via electronic/digital signature system (e.g., DocuSign) or via US mail or Express mail delivery of a "wet signature" for costs incurred, including Local Cost Share, and timely Quarterly Progress Reports as required by Paragraph 14, "Submission of Reports." Payment will be made no more frequently than quarterly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. **Quarterly Progress Report must accompany an invoice** (\$0 Invoices are acceptable) and shall be submitted within 60 days following the end of the calendar quarter (i.e. invoices due May 30, August 29, November 29, and March 1). The State will notify the Grantee, in a timely manner, whenever, upon review of an invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.



Invoices submitted by the Grantee shall include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.
- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for 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 shall 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 shall be itemized based on the categories (i.e., tasks) specified in **Exhibit B**, "Budget." The amount claimed for salaries/wages/consultant fees shall include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
  - iii. One set of sufficient evidence (i.e., receipts, copies of checks, personnel hours' summary table, time sheets) shall 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" and those costs that represent the Grantee's costs, as applicable, in Paragraph 4, "Grantee Cost Share."
  - v. Original signature and date of the Grantee's Project Representative. Submit an electronic invoice, certified and transmitted via electronic/digital signature system (e.g., DocuSign), from authorized representative to the Project Manager or the original "wet signature" copy of the invoice form to the Project Manager at the address provided in Paragraph 21.

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., 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.)

- 9) **ADVANCED PAYMENT.** Water Code section 10551 authorizes advanced payment by the State for projects included and implemented in an applicable Integrated Regional Water Management Plan, and when the project proponent is a nonprofit organization; a disadvantaged community (DAC); or the project benefits a DAC. If a project is awarded less than \$1,000,000 in grant funds, the project proponent may receive an advanced payment of fifty (50) percent of the grant award; the remaining fifty (50) percent of the grant award will be reimbursed in arrears after the advanced funds of a budget category have been fully expended. Within ninety (90) calendar days of execution of the Grant Agreement, the Grantee may provide the State an Advanced Payment Request. Advanced Payment Requests received ninety-one (91) calendar days after the execution of this Agreement will not be eligible to receive an advanced payment. The Advanced Payment Request shall contain the following:
  - A. Documentation demonstrating that each Local Project Sponsor (if different from the Grantee, as listed in **Exhibit I**) was notified about their eligibility to receive an advanced payment and a response from the Local Project Sponsor stating whether it wishes to receive the advanced payment or not.

- B. If the Grantee is requesting the advanced payment, the request(s) shall include:
- i. Descriptive information of each project with an update on project status
  - ii. The names of the entities that will receive the funding for each project, including, but not limited to, an identification as to whether the project proponent or proponents are nonprofit organizations or a DAC, or whether the project benefits a DAC
  - iii. A detailed Funding Plan which includes how the advanced payment will be expended (in terms of workplan, budget, and schedule) within the timeframe agreed upon by DWR and the Grantee. The Funding Plan must clearly identify the total budget (at Budget Category Level) for each project clearly showing the portion of advanced payment and reimbursement funds.
  - iv. Any other information that DWR may deem necessary
- C. Upon review and approval of the Advanced Payment Request, DWR will authorize payment of the fully requested amount for the qualified project(s). Based on the project's Funding Plan and other considerations, DWR may determine it is not prudent to advance the full request in a single disbursement. In such a case, DWR will develop a "Disbursement Schedule," to disburse funds in installments. This Disbursement Schedule may change based on the project's ongoing compliance with the Advanced Payment requirements and the project's cash flow needs.
- D. Once DWR authorizes the Advanced Payment Request, the Grantee shall submit Advanced Payment Invoice(s) for the initial amount based on the "Disbursement Schedule" on behalf of the LPS(s), containing the request for each qualified project, to the State with signature and date of the Grantee's Project Representative, as indicated in Paragraph 21, "Project Representative." The Grantee shall be responsible for the timely distribution of the advanced funds to the respective LPS(s). The Advanced Payment Invoice(s) shall be submitted on forms provided by the State and shall meet the following format requirements:
- i. Invoice shall contain the date of the invoice, the time period covered by the invoice, and the total amount due.
  - ii. Invoice shall be itemized based on the budget categories specified in **Exhibit B**, "Budget."
  - iii. The State Project Manager will notify the Grantee, in a timely manner, when, upon review of an Advance Payment Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies).
  - iv. On a quarterly basis, the Grantee will submit an Accountability Report to the State that demonstrates how actual expenditures compare with the scheduled budget. The Accountability Report shall include the following information:
    1. An itemization of how advanced funds have been spent to-date (Expenditure Report), including documentation that supports the disbursements (e.g., contractor invoices, receipts, personnel hours, etc.). Accountability Reports shall be itemized based on the budget categories (i.e., tasks) specified in **Exhibit B**.
    2. An updated Accountability Report including an updated Funding Plan that depicts how the remaining advanced funds will be expended and the activities and deliverables associated with the advanced funds within the timeframe agreed upon by DWR and the Grantee when the advanced payment request was approved.
    3. Documentation that the funds were placed in a non-interest bearing account, including the dates of deposits and withdrawals from that account.
    4. Proof of distribution of advanced funds to LPS(s), if applicable.

- v. The State's Project Manager will notify the Grantee, in a timely manner, when, upon review of the Accountability Report, the State determines that any portion of the expenditures claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). If costs are not consistent with the tasks in **Exhibit A**, the State will reject the claim and remove them from the Accountability Report.
  - E. Once the Grantee has spent all advanced funds in a budget category, then the method of payment will revert to the reimbursement process for that budget category specified in Paragraph 8, "Method of Payment for Reimbursement."
- 10) REPAYMENT OF ADVANCES. The State may demand repayment from the Grantee of all or any portion of the advanced State funding along with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State, and take any other action that it deems necessary to protect its interests for the following conditions:
- A. A project is not being implemented in accordance with the provisions of the Grant Agreement.
  - B. 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.
  - C. Failure by the Grantee to submit complete and accurate quarterly Accountability Reports by the required due dates, unless otherwise approved by DWR.
  - D. Failure to deposit funds in a non-interest-bearing account.
  - E. Use of Advance Payment funds for ineligible expenses and/or activities not consistent with this Agreement.
  - F. Inappropriate use of funds, as deemed by DWR.
  - G. Repayment amounts may also include:
    - i. Actual costs incurred which are not consistent with the activities presented in **Exhibit A**, not supported, or are ineligible.
    - ii. Advanced funds which are not fully expended by project completion, notwithstanding Water Code section 10551(c)(4). Unused grant funds shall be returned to DWR within sixty (60) calendar days.

Any repayment of advanced funds may consist of reducing the amount from future reimbursement invoices. The State may consider the Grantee's refusal to repay the requested advanced amount a material breach of this Agreement subject to the default provisions in Paragraph 12, "Default Provisions." If the State notifies the Grantee of its decision to demand repayment or withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Agreement.

- 11) WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 12, "Default Provisions," the portion that has been disbursed shall thereafter be repaid immediately with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State. The State may consider the Grantee's refusal to repay the requested disbursed amount a material breach subject to the default provisions in Paragraph 12, "Default Provisions." If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this

Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

12) DEFAULT PROVISIONS. The Grantee shall 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;
- B. Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement;
- C. Failure to operate or maintain the Project in accordance with this Grant Agreement.
- D. Failure to make any remittance required by this Grant Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.5.
- E. Failure to submit quarterly progress reports pursuant to Paragraph 5.
- F. Failure to routinely invoice the State pursuant to Paragraph 8.
- G. Failure to meet any of the requirements set forth in Paragraph 13, "Continuing Eligibility."

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

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

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

13) CONTINUING ELIGIBILITY. The Grantee shall meet the following ongoing requirement(s) and all eligibility criteria outlined in the 2019 Guidelines to remain eligible to receive State funds:

- A. An urban water supplier that receives grant funds pursuant to this Agreement shall maintain compliance with the Urban Water Management Planning Act (UWMP; Wat. Code, § 10610 et seq.) and Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.) as set forth on page 11 of the 2019 Guidelines and as stated on page 22 of the Proposal Solicitation Package.
- B. An agricultural water supplier receiving grant funds shall comply with Sustainable Water Use and Demand Reduction requirements outlined in Water Code section 10608, et seq. and have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR. To maintain eligibility and continue funding disbursements, an agricultural water supply shall have their 2015 AWMP identified on the State's website. For more information, visit the website listed in Appendix A in the 2019 Guidelines.
- C. A surface water diverter receiving grant funds shall maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et. seq.
- D. If applicable, the Grantee shall demonstrate compliance with the Sustainable Groundwater Management Act (SGMA) set forth on page 10 of the 2019 Guidelines.

- E. If the Grantee has been designated as a monitoring entity under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program, the Grantee shall maintain reporting compliance, as required by Water Code section 10932 and the CASGEM Program.
- F. The Grantee shall adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406, et seq.) for data sharing, transparency, documentation, and quality control.
- 14) **SUBMISSION OF REPORTS.** The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to the State. All reports shall be submitted to the State's Project Manager and shall be submitted via the DWR "Grant Review and Tracking System" (GRanTS). If requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of **Exhibit F**, "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. Progress Reports shall be uploaded via GRanTS, and the State's Project Manager notified of upload. Progress Reports shall, in part, provide a brief description of the work performed, 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 Progress Report must accompany an invoice (\$0 Invoices are acceptable) and shall be submitted within 60 days following the end of the calendar quarter (i.e. invoices due May 30, August 29, November 29, and March 1).
- B. **Accountability Report:** The Grantee shall prepare and submit to the State an Accountability Report on a quarterly basis if the Grantee received an advanced payment, consistent with the provisions in Paragraph 9, "Advanced Payment."
- C. **Project Completion Report:** The Grantee shall prepare and submit to the State a separate Project Completion Report for each project included in **Exhibit A**. The Grantee shall submit a Project Completion Report (or a Component Completion Report, if a Project has multiple Components) within ninety (90) calendar days of Project/Component completion as outlined in **Exhibit F**.
- D. **Grant Completion Report:** Upon completion of all the Projects included in **Exhibit A**, the Grantee shall submit to the State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Completion Report for the final project to be completed under this Grant Agreement, as outlined in **Exhibits A**, and **F**. Retention for any grant administration line items in the Budget of this Grant Agreement will not be disbursed until the Grant Completion Report is approved by the State.
- E. **Post-Performance Reports:** The Grantee shall prepare and submit to the State Post-Performance Reports for the applicable project(s). Post-Performance Reports shall be submitted to the State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of three (3) years after the project begins operation.
- 15) **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 by the Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of the State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 12, "Default Provisions."

- 16) **MONITORING PLAN REQUIREMENTS.** A Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. The Monitoring Plan should incorporate Post-Performance Monitoring Report requirements as defined and listed in **Exhibit F**, and follow the guidance provided in **Exhibit J**, "Project Monitoring Plan Guidance."
- 17) **STATEWIDE MONITORING REQUIREMENTS.** The Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Water Code § 10780 et seq.) and, where applicable, that projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board. See **Exhibit G** for web links and information regarding other State monitoring and data reporting requirements.
- 18) **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 shall cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.
  - D. The initiation of any litigation or the threat of litigation against the Grantee or an LPS regarding the Project or which may affect the Project in any way.
  - E. Applicable to construction projects only: Final inspection of the completed work on a project by a Registered Professional (Civil Engineer, Engineering Geologist, or other State approved certified/licensed Professional), in accordance with **Exhibit D**. The Grantee shall notify the State's Project Manager of the inspection date at least fourteen (14) calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.
- 19) **NOTICES.** Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:
  - A. By delivery in person.

- B. By certified U.S. mail, return receipt requested, postage prepaid.
- C. By “overnight” delivery service; provided that next-business-day delivery is requested by the sender.
- D. By electronic means.
- E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U.S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the addresses listed below. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.
- 20) 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.
- 21) PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

## Department of Water Resources

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

## Santa Clarita Valley Water Agency

Matthew G. Stone  
General Manager  
27234 Bouquet Canyon Drive  
Santa Clarita, CA 91350  
Phone: (661) 297-1600  
Email: [mstone@scvwa.org](mailto:mstone@scvwa.org)

Direct all inquiries to the Project Manager:

## Department of Water Resources

Tanya Meeth  
Engineering Geologist  
P.O. Box 942836  
Sacramento, CA 94236-0001  
Phone: (916) 651-9227  
Email: [Tanya.Meeth@water.ca.gov](mailto:Tanya.Meeth@water.ca.gov)

## Santa Clarita Valley Water Agency

Cheryl Fowler  
Management Analyst II  
27234 Bouquet Canyon Drive  
Santa Clarita, CA 91350  
Phone: (661) 513-1260  
Email: [cfowler@scvwa.org](mailto:cfowler@scvwa.org)

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

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

Exhibit A – Work Plan

Exhibit B – Budget

Exhibit C – Schedule

Exhibit D – Standard Conditions

Exhibit E – Authorizing Resolution

Exhibit F – Report Formats and Requirements

- Exhibit G – Requirements for Data Submittal
- Exhibit H – State Audit Document Requirements for the Grantee
- Exhibit I – Local Project Sponsors and Project Locations
- Exhibit J – Project Monitoring Plan Guidance

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

STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES

SANTA CLARITA VALLEY WATER  
AGENCY



\_\_\_\_\_  
Arthur Hinojosa  
Chief, Division of Regional Assistance

\_\_\_\_\_  
Matthew G. Stone  
General Manager

Date 7/6/2021

Date 7/6/2021



**EXHIBIT A**  
**WORK PLAN****PROPOSITION 1 ROUND 1 UPPER SANTA CLARA RIVER IRWM IMPLEMENTATION GRANT****PROJECT 1: Grant Administration****IMPLEMENTING AGENCY:** Santa Clarita Valley Water Agency (SCVWA)**PROJECT DESCRIPTION:** The Regional Water Management Group authorized SCVWA to act as the Grantee for the Proposition 1, Round 1 IRWM Implementation Grant. The Grantee will administer these funds and respond to DWR's reporting and compliance requirements associated with the grant administration.

The Grantee will act in a coordination role: disseminating grant compliance information to the project managers responsible for implementing the projects contained in this agreement, obtaining and retaining evidence of compliance (e.g., CEQA/NEPA documents, reports, monitoring compliance documents, labor requirements, etc.), obtaining data for progress reports from individual project managers, assembling and submitting progress reports to the State, and coordinating all invoicing and payment of invoices.

**Budget Category (a): Project Administration**Task 1: Agreement Administration

The Grantee will respond to DWR's reporting and compliance requirements associated with the grant administration and will coordinate with the project managers responsible for implementing the projects contained in this Agreement.

Task 2: Invoicing

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

**Deliverables:**

- Quarterly Invoices and associated backup documentation

Task 3: Reporting

The Grantee will be responsible for compiling progress reports for submittal to DWR. SCVWA will coordinate with Local Project Sponsor staff to retain consultants as needed to prepare and submit progress reports and final project completion reports for each project, as well as the grant completion report. Reports will meet generally accepted professional standards for technical reporting and the requirements terms of the contract with DWR outlined in **Exhibit F** of this Agreement.

**Deliverables:**

- Quarterly Progress Reports
- Grant Completion Report

**PROJECT 2: Valencia Water Reclamation Plant Advanced Water Treatment (AWT) Facility Enhanced Membrane System (EMS) Project****IMPLEMENTING AGENCY:** Santa Clarita Valley Sanitation District (SCVSD)**PROJECT DESCRIPTION:** To achieve the waste load allocations assigned by the Upper Santa Clara River (USCR) Chloride Total Maximum Daily Load (TMDL), SCVSD has adopted a multi-pronged approach that includes source control (including a complete ban on sewer discharges from automatic water softeners), ultraviolet disinfection (UV) at the Saugus and Valencia Water Reclamation Plants (WRPs), and advanced water treatment (AWT) with brine management via limited trucking at the Valencia WRP. The centerpiece of the advanced water treatment (AWT) facility is an enhanced membrane system (EMS) using a High Efficiency Reverse Osmosis (HERO) system for chloride removal and brine concentration.

The overall AWT facility consists of microfiltration (MF), nanofiltration (NF), ion exchange, pH control, reverse osmosis (RO), pumps, chemical storage facilities to support membrane cleanings, a decarbonator for post-RO pH adjustment, and other ancillary equipment. The EMS project is a component of the overall AWT Facility, whereby this component will remove the required chloride load based on WRP chloride loadings from a portion of the plant's flow under a variety of scenario conditions (including drought and severe drought conditions), resulting in a reduction of up to 47 mg/L of chloride. Brine will be transported via truck to the Joint Water Pollution Control Plant (JWPCP) in Carson, CA for treatment and ocean discharge.

For this grant agreement, the project scope has been limited to solely furnishing the EMS equipment and providing startup/commissioning services from the EMS equipment supplier. The EMS equipment includes all pumps, cartridge filters, injection assemblies (scale inhibitor and caustic), sampling systems, storage tanks, weak acid cation (WAC) units, decarbonator fan and tank systems, ion exchange tanks/accessories, EMS RO feed analyzer equipment, nitrogen generation system, and RO trains for the primary, secondary and recovery stages.

**Budget Category (a): Project Administration****Task 1: Project Management**

This task includes the management of the Project and grant agreement, including agreement execution activities, including financial statements and the project-specific Environmental Information Form, compliance with grant requirements; preparation and submission of supporting grant documents; and coordination with Grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via Grantee. This task also includes administrative responsibilities associated with the Project, such as coordinating with partnering agencies, and managing consultants/contractors.

**Deliverables:**

- DWR Environmental Information Form (EIF)
- Financial Statements
- Invoices and associated backup documentation

**Task 2: Reporting**

Prepare progress reports detailing work completed during reporting period as outlined in **Exhibit F** of this Agreement. Submit reports to DWR.

Prepare draft Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The Final Report will be prepared addressing DWR comments. The report shall be prepared and presented in accordance with guidance as outlined in **Exhibit F**.

**Deliverables:**

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of “Acknowledgment of Credit” per Standard Condition D.2

**Budget Category (b): Land Purchase/Easement**Task 3: Easement

SCVSD owns the land on which the AWT Facility (including the EMS) will be constructed. In addition, the SCVSD obtained approval to stage construction of the AWT Facility by entering into a Property Use Agreement (Construction Staging for AWTF/UV Facilities at the Valencia WRP) with the owner of the real property adjacent to the Valencia WRP (Newhall Land & Farming). This agreement took effect on August 9, 2018 and will expire on June 30, 2022. However, SCVSD has the option to extend the Property Use Agreement by one year, if necessary.

**Deliverables:**

- Property Use Agreement
- All easement documents as required

**Budget Category (c): Planning/Design/Engineering/Environmental Documentation**Task 4: Feasibility Studies

Several studies/documents have been conducted and are available regarding the AWT Facility EMS Project. Studies include: The Regional Water Quality Control Board, Los Angeles Region (LARWQCB) study, and two technical memoranda prepared for SCVSD by Trussell Technologies.

**Deliverables:**

- Feasibility Study Reports (upon request)

Task 5: CEQA Documentation

SCVSD has completed all necessary steps to comply with CEQA, including certification of final environmental documents. Any legal challenges will be described in the Legal Challenges letter that will be prepared and submitted to DWR.

Completed CEQA documents include: An Environmental Impact Report (EIR), a Supplemental EIR (SEIR), and a Recirculated EIR (REIR), certified by the SCVSD Board in October 2013, March 2016, and August 2017, respectively.

**Deliverables:**

- All completed CEQA documents as required
- Legal Challenges Letter to DWR

Task 6: Permitting

The LARWQCB adopted the most recent Waste Discharge Requirements (WDRs)/National Pollutant Discharge Elimination System (NPDES) permit (Order No. R4-2015-0071) for the Valencia WRP in April 2015. The Valencia WRP is currently operating under these WDRs and NPDES permit. An application for renewed WDRs and NPDES permit was submitted to the LARWQCB in November 2019 and on April 20, 2020, the LARWQCB administratively extended the existing Order No. R4-2015-0071 until new WDRs and NPDES permit are adopted. The LARWQCB also granted coverage under the NPDES General Permit for

Storm Water Discharges Associated with Construction and Land Disturbance Activities (Order No. 2009-009-DWQ as amended by Order No. 2009-0014-DWQ) by approving the SCVSD's Stormwater Pollution Prevention Plan (SWPPP) in April 2019. In addition, the South Coast Air Quality Management District (SCAQMD) issued a Permit-to-Construct for the AWT Facility.

**Deliverables:**

- Permits as required

**Task 7: Design**

Design of the AWT Facility is complete and has been outlined in the Basis of Design Report (BODR). In addition, contract drawings and special provisions (i.e., specifications) have also been developed.

**Deliverables:**

- Basis of Design Report
- 100% Design Plans and Specifications

**Task 8: Project Monitoring Plan**

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

**Deliverables:**

- Project Monitoring Plan

**Budget Category (d): Construction/Implementation****Task 9: Contract Services**

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed. This task is complete.

**Deliverables:**

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

**Task 10: Construction Administration**

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

**Deliverables:**

- DWR Certificate of Project Completion
- Valencia AWT Facility Baseline Schedule
- Record Drawings

**Task 11: Construction**

This task includes furnishing the EMS equipment, providing EMS supplier field services, successful startup of EMS equipment, and completion of the EMS within the context of the larger AWT Facility Project. This task has been subdivided into four (4) subtasks below.

11(a) EMS Signed Contract: This subtask includes a signed agreement between the general contractor and EMS equipment supplier to supply all EMS equipment, commissioning/start-up services, operator training, Programmable Logic Controller (PLC) Programming services and a two-year guarantee.

11(b) Delivery of EMS Equipment: This subtask includes delivery of all EMS materials and equipment described. Each part will be factory tested, and the results will be submitted to the SCVSD for approval.

11(c) Start-up: This subtask includes the commissioning and uninterrupted operation of EMS equipment (including the larger AWT facility) for consecutive 30 days. In addition, this task requires completion of all operations and maintenance training.

11(d) Contract Completion: This subtask represents completion of all work specified in the Special Provisions of the construction contract. Once attained, the SCVSD Board of Directors will approve and accept work and direct the Chief Engineer and General Manager of the SCVSD to execute and record a Notice of Completion.

**Deliverables:**

- Photographic Documentation of Progress
- Notice of Completion

**PROJECT 3: Mapping and Managing Invasive Weeds in the Santa Clara River Watershed Project****IMPLEMENTING AGENCY:** Santa Clara River Conservancy and City of Santa Clarita**PROJECT DESCRIPTION:** This project will address the infestation of invasive plants, primarily *Arundo donax* (Arundo), in the Santa Clara River (SCR) watershed. The watershed is approximately 1,634 square miles and crosses Los Angeles and Ventura Counties. Arundo occupies over 1,200 acres in the Santa Clara River floodplain, of which roughly 500 acres is in Los Angeles County in the Upper Santa Clara River IRWM Region.

The Project develops a comprehensive process to prioritize removal and management of these invasive plants and consists of three stages: 1) process and analyze existing remote sensing Light Detection And Ranging (LiDAR) data to map current vegetation status, prioritize locations for weed management, and characterize distribution of non-native (and native) vegetation and physical traits in the SCR floodplain, with site surveys to validate vegetation classification for distinct polygons; 2) create a tool to guide site prioritization for Arundo removal; and 3) implement Arundo removal on the resulting high-prioritized site locations of at least 10 acres.

Project benefits include: Habitat restoration through removal of Arundo (at least 10 acres); and an estimated 11.75 AF/acre of water that would otherwise be consumed by Arundo (resulting in 117 to 235 AFY) – that will increase the amount of water within the river available for environmental uses, and on a large-scale, provide positive impacts to groundwater recharge.

**Budget Category (a): Project Administration**Task 1: Project Management

This task includes the management of the Project and grant agreement, including agreement execution activities, including financial statements and the project-specific Environmental Information Form, compliance with grant requirements; preparation and submission of supporting grant documents; and coordination with Grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via Grantee. This task also includes administrative responsibilities associated with the Project, such as coordinating with partnering agencies, and managing consultants/contractors.

**Deliverables:**

- DWR Environmental Information Form (EIF)
- Financial Statements
- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in **Exhibit F** of this Agreement. Submit reports to DWR.

Prepare draft Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The Final Report will be prepared addressing DWR comments. The report shall be prepared and presented in accordance with guidance as outlined in **Exhibit F**.

**Deliverables:**

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit" per Standard Condition D.2

**Budget Category (b): Land Purchase/Easement****Task 3: Land Purchase/Easement**

If the Arundo removal area that is prioritized is part of the City of Santa Clarita property, then permission exists currently for site access. The Santa Clara River Arundo Task Force includes most major land holders of river property. They are amendable to Arundo removal, but legal access will need to be acquired.

**Deliverables:**

- Land Access Agreements (if necessary)

**Budget Category (c): Planning/Design/Engineering/Environmental Documentation****Task 4: Feasibility Studies**

All planning and preliminary design efforts, including feasibility analyses have been completed.

**Deliverables (upon request):**

- Santa Clara River Arundo Removal Plan (SCARP)
- Santa Clarita Site Specific Plan

**Task 5: CEQA Documentation**

The City of Santa Clarita and the Ventura County Resource Conservation District (VCRCD) completed an EIR for this project and submitted the Notice of Determination to the Office of Planning and Research in March of 2006.

**Deliverables:**

- All completed CEQA documents as required
- Legal Challenges Letter

**Task 6: Permitting**

This project plans to utilize the Upper Santa Clara River Arundo/Tamarisk Removal Program (SCARP) programmatic permits held by the VCRCD. The permits include: 401 permit from the LA Regional Water Quality Control Board; 404 permit from the U.S. Army Corps of Engineers; 1602 Streambed Alteration Agreement from the CA Department of Fish and Wildlife; Concurrence Letter from the U.S. Fish and Wildlife. An Access Permit from LA County Flood Control District may be needed for flood control easement. The permits will need annual renewal to ensure compliance. This task includes obtaining additional permits as needed. This task includes the Santa Clara River Conservancy (SCRC), City of Santa Clarita and VCRCD working and collaborating with newly assigned staff on the history and breadth of the regional permits.

**Deliverables:**

- Permits as required

**Task 7: Design**

Design of the Project includes three phases: 1) process and analyze existing remote sensing LiDAR or equivalent spatial data to map current vegetation status, prioritize locations for weed management, and characterize distribution of non-native (and native) vegetation and physical traits in the SCR floodplain; 2) conduct site surveys to validate vegetation classification for distinct polygons; and 3) create a tool to guide site prioritization for Arundo removal. A Technical Memorandum will be prepared that summarizes the

methodology and performance of the remote sensing mapping tool to identify and prioritize the sites for Arundo removal.

**Deliverables:**

- Technical Memorandum

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

**Deliverables:**

- Project Monitoring Plan

**Budget Category (d): Construction/Implementation**

Task 9: Contract Services

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

**Deliverables:**

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time observer will be on site for the duration of the project. Observer duties may include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable.

The project proponents will use EcoHydrological Assessment, developed by Stillwater Sciences and URS (or similar), to guide restoration by integrating remote sensing data, soil maps and ground-truthing to target restoration where successful riparian recovery is likely and prioritize those areas.

Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

**Deliverables:**

- DWR Certificate of Project Completion
- Restoration Site Map(s)

Task 11: Construction

This task involves the following implementation activities on high-ranked sites (per Task 7), on a minimum of 10 acres:

- Mobilization/demobilization to various sites. Includes equipment staging as needed.



- Arundo removal activities will involve a combination of weed control tactics based on information acquired during the Design phase, including machine-driven mower for dense infestations and hand-cutting and cut-stem treatments for mixed native/invasive stands.
- Cut material will be mulched in-place for soil moisture retention and secondary weed inhibition.
- Significant native plants or other elements for protection will be flagged prior to mechanical treatments, and on-site observer will ensure that protected resources are avoided.
- Mowed plants will be allowed to re-grow to height of approx. 1 meter and then treated; and re-treatments will be conducted twice annually before native re-vegetation is performed.
- Conduct site surveys before and for minimum of 5 years post treatment to document efficacy of treatments and apply future treatments according to adaptive management principles, and to evaluate recovery of native vegetation and other desired objectives of the restoration program.

**Deliverables:**

- Photographic Documentation of Progress

**PROJECT 4: City of Santa Clarita Newhall Memorial Park Stormwater Retrofit Project****IMPLEMENTING AGENCY:** City of Santa Clarita

**PROJECT DESCRIPTION:** The project will install two large-scale regional infiltration facilities for stormwater that will capture and infiltrate approximately 17.6-acre feet (AF) of polluted stormwater during most rain events. One chamber will capture about 9 AF from Avenida Ignacio, and the other will capture about 8.6 AF from Newhall Avenue. The project included within this agreement will address a drainage area of about 1,159 acres and capture up to an estimated 147 AF per year (AFY) of storm water (for an average year), which will then percolate into the ground to replenish local groundwater. The installation of the infiltration chambers and the subsequent turf restoration are considered the first and second phases of a park renovation.

The project includes three (3) phases. The construction of both Phase 1 and Phase 2 are included within this agreement. Phase 3 is anticipated to be completed later and is outside of this grant agreement.

Phase 1 includes excavating for and installing two large infiltration chambers (about 30 feet deep) and removing about 200,000 cubic yards of earth. The infiltration chambers are a series of large perforated pipes covered with porous rock. Phase 2 includes covering the perforated pipes with turf to create multipurpose fields. Phase 3 will restore and improve the aging park to better serve the Newhall DAC.

Project benefits (Phase 1 and Phase 2) are bacteria reduction in Reach 6 of the Santa Clara River, in addition to the approximately 17.6 AF of stormwater capture capacity.

**Budget Category (a): Project Administration**Task 1: Project Management

This task includes the management of the Project and grant agreement, including agreement execution activities, including financial statements and the project-specific Environmental Information Form, compliance with grant requirements; preparation and submission of supporting grant documents; and coordination with Grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via Grantee This task also includes administrative responsibilities associated with the Project, such as coordinating with partnering agencies, and managing consultants/contractors.

**Deliverables:**

- DWR Environmental Information Form (EIF)
- Financial Statements
- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in **Exhibit F** of this Agreement. Submit reports to DWR.

Prepare draft Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The Final Report will be prepared addressing DWR comments. The report shall be prepared and presented in accordance with guidance as outlined in **Exhibit F**.

**Deliverables:**

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit" per Standard Condition D.2

**Budget Category (b): Land Purchase/Easement****Task 3: Land Purchase/Easement** – Not applicable

The property is owned by the City of Santa Clarita and is an existing Park. No additional easements are necessary.

**Budget Category (c): Planning/Design/Engineering/Environmental Documentation****Task 4: Feasibility Studies**

The following studies and corresponding documents are available regarding the Project and are summarized as follows:

Various studies have been completed or are underway regarding the project. These include: a site evaluation of existing infrastructure study; Field surveys and mapping; geotechnical site evaluation; a conceptual facility layout and alternatives; a concept plan and engineering design analysis for the final plan layout; an oak tree study; detailed civil engineering plans of the infiltration system design and facility layout; and diversion facility plans to access water from the storm drain system.

**Deliverables:**

- Feasibility Studies (upon request)

**Task 5: CEQA Documentation**

As part of the Enhanced Watershed Management Programs (EWMP) plan submittal to the Regional Board, the County of Los Angeles Board of Supervisors certified an EWMP Program Environmental Impact Report (PEIR) in April 2015, which analyzed the cumulative impacts due to the structural and non-structural projects identified in the twelve EWMPs that were submitted to the Regional Board. This Project is expected to involve a project-specific evaluation pursuant to CEQA that will supplement the 2015 EWMP PEIR, likely resulting in the preparation of an addendum. Prepare letter stating no legal challenges (or addressing legal challenges).

**Deliverables:**

- All completed CEQA documents as required
- Legal Challenges Letter

**Task 6: Permitting**

Following permits have been acquired: A flood control permit from Los Angeles County Flood Control; oak tree, grading, and building permits from the City of Santa Clarita.

**Deliverables:**

- Permits as required

**Task 7: Design**

This task includes the completion of preliminary design and design surveys, including updating information and data in past feasibility studies. Preliminary design work will provide the overall Project concept, including infiltration chambers, diversion structures, pipeline, and other appurtenances. Following preliminary design, final plans and specifications will be developed for the advanced treatment facilities and related infrastructure.

**Deliverables:**

- Preliminary Design Report
- 100% Design Plans and Specifications

### Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

#### **Deliverables:**

- Project Monitoring Plan

### **Budget Category (d): Construction/Implementation**

### Task 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. This task includes activities necessary to secure a contractor and award the contract: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

#### **Deliverables:**

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

### Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on-site for the duration of the Project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing contractor's questions on site, reviewing/ updating project schedule, reviewing contractor submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings (or similar) will be provided to DWR.

#### **Deliverables:**

- DWR Certificate of Project Completion
- Record Drawings

### Task 11: Construction

Construction activities are outlined below.

11(a): Mobilization and Demobilization: Initiate project site preparation and mobilize project; order project equipment and supplies; assure project permits are in place; secure site and stage materials as needed. Design and install a DWR Acknowledgement Sign in an appropriate location.

11(b): Construction/installation activities include but are not limited to the following:

Phase 1 component: excavation and installation of the infiltration chambers, approximately 160 feet by 470 feet and 30 feet deep. The infiltration chambers are a series of perforated pipes that are placed and covered with permeable rock fill. Infiltration chambers will be constructed in accordance with the final design plans and specifications for these structures.

Phase 2 component: Replace the surface material with turf, which in turn will become multipurpose fields for the park.

**Deliverables:**

- Photographic Documentation of Progress

## **PLACEHOLDER PROJECTS**

As per Paragraph 5 of this Agreement, the following projects (5 and 6) are included in the Agreement as placeholder projects. Placeholder projects are not eligible for grant reimbursement and may not submit invoices to DWR until such time as they are fully included in the Agreement as per Paragraph 5) A.ii.

### **PROJECT 5: SCVWA Recycled Water Project (Phase 2C)**

**IMPLEMENTING AGENCY:** Santa Clarita Valley Water Agency (SCVWA)

**PROJECT DESCRIPTION:** This Project involves the construction of a new phase (Phase 2C) to the existing recycled water system in the Santa Clarita Valley. The goal of the Project is to provide recycled water to customers in order to offset the potable water demand for irrigation and its associated demand otherwise served by imported State Water Project (SWP) and local groundwater.

Phase 2C (South End Recycled Water Main Extension) pipeline diameters range from 8-inches up to 24-inches and will convey recycled water from the existing Phase 1 recycled water distribution system to customers in the western portion of the City of Santa Clarita. The Phase 2C pipeline length is approximately 28,400 linear feet and includes an Interstate-5 freeway bridge crossing and a Santa Clara River bridge crossing, as well as pump station modifications. The project pipelines will be installed using the open cut construction method, other than the two bridge crossings. This Project will originate at the Old Road and Valencia Boulevard where it connects to the existing recycled water system. The project alignment terminates at Newhall Elementary School at 11th Street and Newhall Avenue.

Project benefits include offsetting an estimated minimum of 670 acre-feet (AF) of potable water use with recycled water for irrigation; and a reduction in greenhouse gas emissions related to extraction of 670 AF of local groundwater or importing 670 AF of State Water Project (SWP) water.

### **Budget Category (a): Project Administration**

#### **Task 1: Project Management**

This task includes the management of the Project and grant agreement, including agreement execution activities, including financial statements and the project-specific Environmental Information Form, compliance with grant requirements; preparation and submission of supporting grant documents; and coordination with Grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via Grantee. This task also includes administrative responsibilities associated with the Project, such as coordinating with partnering agencies, and managing consultants/contractors.

#### **Deliverables:**

- DWR Environmental Information Form (EIF)
- Financial Statements
- Invoices and associated backup documentation

#### **Task 2: Reporting**

Prepare progress reports detailing work completed during reporting period as outlined in **Exhibit F** of this Agreement. Submit reports to DWR.

Prepare draft Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The Final Report will be prepared addressing DWR comments. The report shall be prepared and presented in accordance with guidance as outlined in **Exhibit F**.

**Deliverables:**

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of “Acknowledgment of Credit” per Standard Condition D.2

**Budget Category (b): Land Purchase/Easement**

Task 3: Land Purchase – Not applicable.

**Budget Category (c): Planning/Design/Engineering/Environmental Documentation**Task 4: Feasibility Studies

The SCV Water prepared an administrative draft Recycled Water Master Plan based on recent developments affecting recycled water sources, supply availability and demand. In 2017 this project was then specifically evaluated in a Mitigated Negative Declaration.

**Deliverables:**

- Feasibility Study Report (upon request)

Task 5: CEQA Documentation

A Notice of Determination for a Mitigated Negative Declaration was filed with the Los Angeles County Clerk for this project in January of 2016. An addendum to the NOD is currently being prepared to address some minor changes in the pipeline alignment, and some limited additional pipeline sections since the adoption of the original MND (January 2016). Prepare letter stating no legal challenges (or addressing legal challenges).

**Deliverables:**

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

Permits are anticipated to include: City of Santa Clarita Excavation Permit, County of Los Angeles Excavation Permit, Caltrans Bridge Crossing Permit, NPDES General Construction Permit, Engineering Report for RWQCB, and Amended Operating Permit (Division of Drinking Water).

**Deliverables:**

- Permits as required

Task 7: Design

In 2010, a Preliminary Design Report (PDR) was prepared for the Phase 2C Project and was refined in August of 2016. Design for the Project has since been completed in 2018 with plans and specifications but some changes to the design will be needed to finalize the plans and specs to 100% final.

**Deliverables:**

- Preliminary Design Report
- 100% Design Plans and Specifications

### Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

#### **Deliverables:**

- Project Monitoring Plan

### **Budget Category (d): Construction/Implementation**

### Task 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. This task includes activities necessary to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

#### **Deliverables:**

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

### Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Other duties include: monitoring overall budget and schedule and identifying any issues that affect the timely procedures and cost-effective completion of the project; attending weekly and special construction meetings to evaluate and control progress, quality, budget, and other items for which action may be needed; reviewing and coordinating services provided by testing and inspection firms for compliance with service agreement requirements; and coordinating final acceptance and inspection. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

#### **Deliverables:**

- DWR Certificate of Project Completion
- Record Drawings

### Task 11: Construction

This task involves project construction, including mobilization, site preparation, and demobilization. Major construction activities are described below.

The project will construct a recycled water distribution pipeline, with diameters ranging from 12-inches up to 24-inches and will convey recycled water from the existing Phase 1 recycled water distribution system to customers in the western portion of the City of Santa Clarita. The Phase 2C pipeline length is approximately 28,400 linear feet and includes an Interstate-5 freeway bridge crossing and a Santa Clara River bridge crossing, as well as pump station modifications. The project pipelines will be installed using the open cut construction method, other than the two bridge crossings.



The pipeline construction activities consist of the following: routing and environmental services, staking for construction, temporary fencing and signage, clearing, grading and top soiling, re-staking trench centerline, trenching, rock trenching and padding, pipe set-up and bending, setup, end preparation, alignment (pipe-play), lowering-in, as-built survey, backfilling, tie-ins, fabrication, cleanup, hydrostatic pressure testing, dewatering, drying, final tie-ins, commissioning, final cleanup, restoration, and revegetation, monitoring and maintenance. Construction will be in accordance with the final plans and specification.

**Deliverables:**

- Photographic Documentation of Progress

**PROJECT 6: Los Angeles County Hasley Canyon Park Stormwater Improvement Project****IMPLEMENTING AGENCY:** Los Angeles County Public Works

**PROJECT DESCRIPTION:** The project consists of a pretreatment chamber, infiltration gallery, and bioretention swales to be constructed along the south and east curbs of Quincy Street. The diversion line will first lead into a pretreatment chamber where flows will undergo physical treatment to remove trash, sediment, and other pollutants. Flows will then lead to an infiltration gallery where water will be infiltrated to help recharge the Santa Clara River Valley East Subbasin. The swales will be designed to retain and infiltrate dry weather flows utilizing drought tolerant, fire resistant landscaping. The project will help protect the beneficial uses of the USCR watershed receiving waters. The project will address water quality and water supply by diverting, treating, and infiltrating dry weather and stormwater flows from the 150-acre tributary watershed. The project is expected to recharge groundwater up to approximately 38 AFY into the Santa Clara River Valley East Subbasin.

**Budget Category (a): Project Administration**Task 1: Project Management

This task includes the management of the Project and grant agreement, including agreement execution activities, including financial statements and the project-specific Environmental Information Form, compliance with grant requirements; preparation and submission of supporting grant documents; and coordination with Grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via Grantee This task also includes administrative responsibilities associated with the Project, such as coordinating with partnering agencies, and managing consultants/contractors.

**Deliverables:**

- DWR Environmental Information Form (EIF)
- Financial Statements
- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in **Exhibit F** of this Agreement. Submit reports to DWR.

Prepare draft Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The Final Report will be prepared addressing DWR comments. The report shall be prepared and presented in accordance with guidance as outlined in **Exhibit F**.

**Deliverables:**

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit" per Standard Condition D.2

**Budget Category (b): Land Purchase/Easement**

Task 3: Land Purchase/Easement – Not applicable.

**Budget Category (c): Planning/Design/Engineering/Environmental Documentation**Task 4: Feasibility Studies

A Final Project Concept Report evaluating the multi-benefit regional project will be completed. This document summarizes the necessary information to progress towards final design.

Other feasibility studies that support the project include: Upper Santa Clara River EWMP, the Geotechnical Investigation Low Impact Development – Hasley Canyon Park Unincorporated Castaic Area Report, and the Hasley Canyon Park Hydrology Study.

**Deliverables:**

- Project Concept Report
- Upper Santa Clara River Enhanced Watershed Management Program
- Geotechnical Investigation Low Impact Development – Hasley Canyon Park Unincorporated Castaic Area Hasley Canyon Park Hydrology Study

**Task 5: CEQA Documentation**

As part of the EWMP plan submittal to the Regional Board, the County of Los Angeles Board of Supervisors certified an EWMP Program Environmental Impact Report (PEIR) in April 2015. This project is expected to involve a project-specific evaluation pursuant to CEQA that will supplement the 2015 EWMP PEIR, likely resulting in the preparation of an addendum. Prepare letter stating no legal challenges (or addressing legal challenges).

**Deliverables:**

- All completed CEQA documents as required
- Legal Challenges Letter

**Task 6: Permitting**

It is anticipated that the following permits will be required:, general construction permit from the RWQCB, California Department of Public Health Permit, Los Angeles County Building and Safety Construction Permit, Los Angeles County Land Development Permit, Los Angeles County Regional Planning Permit, Los Angeles County Fire Department Permit, South Coast Air Quality Management District Permit, Castaic Union School District Permit (as applicable), Santa Clarita Valley Water Agency Permit

**Deliverables:**

- Permits as required

**Task 7: Design**

Complete preliminary design and design surveys, including updating information and data in past feasibility studies. Preliminary design work will provide the overall project concept, including treatment units, bio-swales, diversion structure, infiltration gallery, and other appurtenances. Following preliminary design, final plans and specifications will be developed for related project infrastructure.

**Deliverables:**

- Preliminary Design Report
- 100% Design Plans and Specifications

**Task 8: Project Monitoring Plan**

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

**Deliverables:**

- Project Monitoring Plan

**Budget Category (d): Construction/Implementation****Task 9: Contract Services**

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. This task includes activities necessary to secure a contractor and award the contract: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

**Deliverables:**

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

**Task 10: Construction Administration**

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing contractor's questions on site, reviewing/updating project schedule, reviewing contractor submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. In addition, the necessary items will be procured: diversion structure, pre-treatment unit, infiltration galley, piping, bio-swales, and other appurtenances. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

**Deliverables:**

- DWR Certificate of Project Completion
- Record Drawings

**Task 11: Construction**

Construction activities are outlined below.

11(a): Mobilization and Demobilization: Initiate project site preparation and mobilize project; order project equipment and supplies; assure project permits are in place; secure site and stage materials as needed. Design and install a DWR Acknowledgement Sign in an appropriate location.

11(b): Construction/installation:

Storm drain diversion component: includes construction of the storm drain diversion, installation of the pretreatment chamber and infiltration gallery (approximately 105 feet by 105 feet and 8 feet in depth), and construction of three separate bioretention swales along the south and east curbs of Quincy Street. The swales (two at approximately 30 feet by 5 feet, one at approximately 18 feet by 5 feet) will be designed to retain and infiltrate dry weather flows utilizing drought tolerant, fire resistant landscaping.

Aboveground amenities and park improvements: includes planting a demonstration garden, and installing irrigation and a decomposed granite pathway.

**Deliverables:**

- Photographic Documentation of Progress

**EXHIBIT B****BUDGET****PROPOSITION 1 ROUND 1 UPPER SANTA CLARA RIVER IRWM IMPLEMENTATION GRANT****AGREEMENT BUDGET SUMMARY**

<b>PROJECTS</b>	<b>Grant Amount</b>	<b>Required Cost Share (Non-State fund Source)</b>	<b>Other Cost Share</b>	<b>Total Cost</b>	<b>Percent Cost Share</b>
Project 1: Grant Administration	\$216,800	\$90,000	\$0	\$306,800	29.3
Project 2: Valencia Water Reclamation Plant Advanced Water Treatment (AWT) Facility Enhanced Membrane System (EMS) Project	\$3,000,000	\$8,758,565	\$5,758,564	\$17,517,129	50.0
Project 3: Mapping and Managing Invasive Weeds in the Santa Clara River Watershed	\$365,840	\$378,075	\$0	\$743,915	50.8
Project 4: City of Santa Clarita Newhall Memorial Park Stormwater Retrofit Project	\$3,000,000	\$9,833,119	\$6,683,139	\$19,516,258	50.3
Project 5: Santa Clarita Valley Water Agency Recycled Water Project (Phase 2C)	\$3,000,000	\$4,739,205	\$1,154,445	\$8,893,650	53.2
Project 6: Los Angeles County Hasley Canyon Park Stormwater Improvement Project	\$1,000,000	\$4,107,491	\$3,068,761	\$8,176,252	50.2
<b>GRAND TOTAL</b>	<b>\$10,582,640</b>	<b>\$27,906,455</b>	<b>\$16,664,909</b>	<b>\$55,154,004</b>	<b>-</b>

<b>PROJECT 1: Grant Administration</b>					
<b>Implementing Agency: Santa Clarita Valley Water Agency</b>					
<b>Project serves needs of a DAC: No</b>					
<b>BUDGET CATEGORY</b>		<b>Grant Amount</b>	<b>Required Cost Share (Non-State fund Source)*</b>	<b>Other Cost Share</b>	<b>Total Cost</b>
(a)	Grant Administration	\$216,800	\$90,000	\$0	\$306,800
<b>TOTAL COSTS</b>		<b>\$216,800</b>	<b>\$90,000</b>	<b>\$0</b>	<b>\$306,800</b>
<p><u>Notes:</u> Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C. * Cost Share source is from existing and future customer contributions and a portion of the 1% property tax.</p>					

<b>PROJECT 2: Valencia Water Reclamation Plant Advanced Water Treatment (AWT) Facility Enhanced Membrane System (EMS) Project</b>					
<b>Implementing Agency: Santa Clarita Valley Sanitation District (SCVSD)</b>					
<b>Project serves needs of a DAC: No</b>					
<b>BUDGET CATEGORY</b>		<b>Grant Amount</b>	<b>Required Cost Share (Non-State fund Source)*</b>	<b>Other Cost Share*</b>	<b>Total Cost</b>
(a)	Project Administration	\$0	\$30,000	\$30,000	\$60,000
(b)	Land Purchase/Easement	\$0	\$0	\$0	\$0
(c)	Planning/Design/Engineering/Environmental Documentation	\$0	\$0	\$0	\$0
(d)	Construction/Implementation	\$3,000,000	\$8,728,565	\$5,728,564	\$17,457,129
<b>TOTAL COSTS</b>		<b>\$3,000,000</b>	<b>\$8,758,565</b>	<b>\$5,758,564</b>	<b>\$17,517,129</b>
<p><u>Notes:</u> Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C. * Cost Share sources are from the SCVSD Operating Fund, which receives revenues from ratepayers.</p>					

<b>PROJECT 3: Mapping and Managing Invasive Weeds in the Santa Clara River Watershed Project</b>					
<b>Implementing Agency: Santa Clara River Conservancy and City of Santa Clarita</b>					
<b>Project serves needs of a DAC: No</b>					
<b>BUDGET CATEGORY</b>		<b>Grant Amount</b>	<b>Required Cost Share (Non-State fund Source)*</b>	<b>Other Cost Share</b>	<b>Total Cost</b>
(a)	Project Administration	\$37,380	\$0	\$0	\$37,380
(b)	Land Purchase/Easement	\$0	\$0	\$0	\$0
(c)	Planning/Design/Engineering/Environmental Documentation	\$198,310	\$358,075	\$0	\$556,385
(d)	Construction/Implementation	\$130,150	\$20,000	\$0	\$150,150
<b>TOTAL COSTS</b>		<b>\$365,840</b>	<b>\$378,075</b>	<b>\$0</b>	<b>\$743,915</b>
<p><u>Notes:</u> Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.</p> <p>* Cost Share sources are from the following (non-state) sources: City of Santa Clarita; US Fish and Wildlife Service, Santa Clara River Trustee Council grant program; Partnership with Restoration Science LLC; and Federal Section 6 US Endangered Species Act program funding, administered by CA Dept. of Fish and Wildlife.</p>					

<b>PROJECT 4: City of Santa Clarita Newhall Memorial Park Stormwater Retrofit Project</b>					
<b>Implementing Agency: City of Santa Clarita</b>					
<b>Project serves needs of a DAC: No</b>					
<b>BUDGET CATEGORY</b>		<b>Grant Amount</b>	<b>Required Cost Share (Non-State fund Source)*</b>	<b>Other Cost Share*</b>	<b>Total Cost</b>
(a)	Project Administration	\$0	\$100,000	\$164,499	\$264,499
(b)	Land Purchase/Easement	\$0	\$0	\$0	\$0
(c)	Planning/Design/Engineering/Environmental Documentation	\$0	\$100,000	\$860,620	\$960,620
(d)	Construction/Implementation	\$3,000,000	\$9,633,119	\$5,658,020	\$18,291,139
<b>TOTAL COSTS</b>		<b>\$3,000,000</b>	<b>\$9,833,119</b>	<b>\$6,683,139</b>	<b>\$19,516,258</b>
<p><u>Notes:</u> Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.</p> <p>* Cost Share source is from Measure W funding and other leveraged funds in Los Angeles County (both non-State funds).</p>					

**PLACEHOLDER PROJECTS**

As per Paragraph 5 of this Agreement, the following projects are included in the Agreement as placeholder projects. Placeholder projects are not eligible for grant reimbursement and may not submit invoices to DWR until such time as they are fully included in the Agreement as per Paragraph 5) A.ii.

<b>PROJECT 5: Santa Clarita Valley Water Agency Recycled Water Project (Phase 2C)</b>					
<b>Implementing Agency: Santa Clarita Valley Water Agency (SCVWA)</b>					
<b>Project serves needs of a DAC: No</b>					
<b>BUDGET CATEGORY</b>		<b>Grant Amount</b>	<b>Required Cost Share (Non-State fund Source)*</b>	<b>Other Cost Share*</b>	<b>Total Cost</b>
(a)	Project Administration	\$0	\$9,280	\$169,860	\$179,140
(b)	Land Purchase/Easement	\$0	\$100,000	\$0	\$100,000
(c)	Planning/Design/Engineering/Environmental Documentation	\$0	\$29,980	\$2,060	\$32,040
(d)	Construction/Implementation	\$3,000,000	\$4,599,945	\$982,525	\$8,582,470
<b>TOTAL COSTS</b>		<b>\$3,000,000</b>	<b>\$4,739,205</b>	<b>\$1,154,445</b>	<b>\$8,893,650</b>
<p><u>Notes:</u> Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C. * Cost Share sources are from existing and future customer contributions and a portion of the 1% property tax.</p>					
<b>PROJECT 6: Los Angeles County Hasley Canyon Park Stormwater Improvement Project</b>					
<b>Implementing Agency: Los Angeles County Public Works</b>					
<b>Project serves needs of a DAC: No</b>					
<b>BUDGET CATEGORY</b>		<b>Grant Amount</b>	<b>Required Cost Share (Non-State fund Source)*</b>	<b>Other Cost Share*</b>	<b>Total Cost</b>
(a)	Project Administration	\$0	\$88,307	\$68,413	\$156,720
(b)	Land Purchase/Easement	\$0	\$0	\$0	\$0
(c)	Planning/Design/Engineering/Environmental Documentation	\$0	\$0	\$2,604,782	\$2,604,782
(d)	Construction/Implementation	\$1,000,000	\$4,019,184	\$395,566	\$5,414,750
<b>TOTAL COSTS</b>		<b>\$1,000,000</b>	<b>\$4,107,491</b>	<b>\$3,068,761</b>	<b>\$8,176,252</b>
<p><u>Notes:</u> Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C. * Cost Share sources will come from the Los Angeles County General fund. Other funding sources may include Safe, Clean Water Funds (Measure W) and Safe, Clean Neighborhood Parks and Beaches Funds (Measure A).</p>					



**EXHIBIT C**  
**SCHEDULE****PROPOSITION 1 ROUND 1 UPPER SANTA CLARA RIVER IRWM IMPLEMENTATION GRANT**

<b>PROJECT 1: Grant Administration</b>			
<b>Implementing Agency: Santa Clarita Valley Water Agency</b>			
<b>BUDGET CATEGORY</b>		<b>Start Date</b>	<b>End Date</b>
(a)	Grant Administration	2/1/2020	12/31/2025

<b>PROJECT 2: Valencia Water Reclamation Plant Advanced Water Treatment (AWT) Facility Enhanced Membrane System (EMS) Project</b>			
<b>Implementing Agency: Santa Clarita Valley Sanitation District (SCVSD)</b>			
<b>BUDGET CATEGORY</b>		<b>Start Date</b>	<b>End Date</b>
(a)	Project Administration	8/1/2019	4/30/2023
(b)	Land Purchase/Easement	5/1/2009	6/30/2022*
(c)	Planning/Design/Engineering/Environmental Documentation	9/1/2008	2/14/2022*
(d)	Construction/Implementation	8/9/2019	12/31/2022

Note: Project 2 overlapping Category c) and d) timeframes are due to some permits being required throughout the duration of construction activities, including: *General Permit for Stormwater Discharges Associated with Construction and Land Disturbances Activities (LARWQCB)*.

\*The SCVSD will apply to extend permit coverage for construction, if necessary, and may extend the construction easement (i.e., Property Use Agreement).

<b>PROJECT 3: Mapping and Managing Invasive Weeds in the Santa Clara River Watershed Project</b>			
<b>Implementing Agency: Santa Clara River Conservancy/City of Santa Clarita</b>			
<b>BUDGET CATEGORY</b>		<b>Start Date</b>	<b>End Date</b>
(a)	Project Administration	3/1/2021	3/31/2025
(b)	Land Purchase/Easement	N/A	N/A
(c)	Planning/Design/Engineering/Environmental Documentation	3/1/2021	9/30/2022
(d)	Construction/Implementation	6/1/2022	12/30/2024

Note: Project 3 overlapping Category c) and d) timeframes are due to the Final Design Technical Memorandum (Task 7) being completed as Construction/Implementation activities are initiated.

<b>PROJECT 4: City of Santa Clarita Newhall Memorial Park Stormwater Retrofit Project</b>			
<b>Implementing Agency: City of Santa Clarita</b>			
<b>BUDGET CATEGORY</b>		<b>Start Date</b>	<b>End Date</b>
(a)	Project Administration	1/1/2018	12/31/2025
(b)	Land Purchase/Easement	N/A	N/A
(c)	Planning/Design/Engineering/Environmental Documentation	1/1/2018	5/31/2022
(d)	Construction/Implementation	6/1/2022	12/31/2025

**PLACEHOLDER PROJECTS**

As per Paragraph 5 of this Agreement, the following projects are included in the Agreement as placeholder projects. Placeholder projects are not eligible for grant reimbursement and may not submit invoices to DWR until such time as they are fully included in the Agreement as per Paragraph 5) A.ii.

<b>PROJECT 5: Santa Clarita Valley Water Agency Recycled Water Project (Phase 2C)</b>			
<b>Implementing Agency: Santa Clarita Valley Water Agency (SCVWA)</b>			
	<b>BUDGET CATEGORY</b>	<b>Start Date</b>	<b>End Date</b>
(a)	Project Administration	8/1/2019	7/31/2025
(b)	Land Purchase/Easement	N/A	N/A
(c)	Planning/Design/Engineering/Environmental Documentation	6/1/2016	12/1/2023
(d)	Construction/Implementation	7/1/2021	4/30/2025

Note: Project 2 overlapping Category c) and d) timeframes are due to select permits (operational permit, Division of Drinking Water) and reporting (such as Engineering Report for RWQCB) due post construction.

<b>PROJECT 6: Los Angeles County Hasley Canyon Park Stormwater Improvement Project</b>			
<b>Implementing Agency: Los Angeles County Public Works</b>			
	<b>BUDGET CATEGORY</b>	<b>Start Date</b>	<b>End Date</b>
(a)	Project Administration	8/23/2019	3/15/2025
(b)	Land Purchase/Easement	N/A	N/A
(c)	Planning/Design/Engineering/Environmental Documentation	6/30/2016	9/30/2022
(d)	Construction/Implementation	3/15/2023	12/15/2024

**EXHIBIT D****STANDARD CONDITIONS**

- D.1. **ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:**
- A. **Separate Accounting of Funding Disbursements:** Grantee shall account for the money disbursed pursuant to this Grant agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
  - B. **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:** Grantee shall remit to State any unexpended funds that were disbursed to Grantee under this Grant agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant agreement, whichever comes first.
- D.2. **ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE:** Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Grant agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 and through an agreement with the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.
- D.3. **AMENDMENT:** This Grant agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2. Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2. State shall have no obligation to agree to an amendment.
- D.4. **AMERICANS WITH DISABILITIES ACT:** By signing this Grant agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
- D.5. **AUDITS:** State reserves the right to conduct an audit at any time between the execution of this Grant agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Grantee to conduct a final audit to State's specifications, at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant agreement, and State may elect to pursue any remedies provided in Paragraph 12 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 Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement. If an audit reveals any impropriety, the Bureau of State Audits or the State Controller's Office may conduct a full audit of any or all of the Grantee's activities. (Water Code, § 79708, 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 State to make any payments under this Grant agreement. In this event, State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant agreement and Grantee shall not be obligated to perform any provisions of this Grant agreement. Nothing in this Grant agreement shall be construed to provide Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Grant agreement with no liability occurring to State, or offer a Grant agreement amendment to Grantee to reflect the reduced amount.
- D.7. CALIFORNIA CONSERVATION CORPS: 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 State's Project 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 State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 12, "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 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. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.

- D.11. **COMPETITIVE BIDDING AND PROCUREMENTS:** Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by State under this Grant agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
- D.12. **COMPUTER SOFTWARE:** 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:** Grantee agrees to expeditiously provide throughout the term of this Grant agreement, such reports, data, information, and certifications as may be reasonably required by State.
- D.15. **DISPOSITION OF EQUIPMENT:** Grantee shall provide to State, not less than thirty (30) calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within sixty (60) calendar days of receipt of such inventory State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.
- D.16. **DRUG-FREE WORKPLACE CERTIFICATION:** Certification of Compliance: By signing this Grant agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under

the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (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. 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 Grantee's drug-free policy statement, and
    - ii. Will agree to abide by terms of 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 providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.  
Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.  
Failure to provide an easement acceptable to the State may result in termination of this Agreement.
- D.18. FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL: Upon completion of the Project, Grantee shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant agreement.
- D.19. GRANTEE'S RESPONSIBILITIES: Grantee and its representatives shall:
- A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A and in accordance with Exhibits B and C.
  - B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
  - C. Comply with all applicable California, federal, and local laws and regulations.
  - D. Implement the Project in accordance with applicable provisions of the law.
  - E. Fulfill its obligations under the Grant agreement and be responsible for the performance of the Project.
  - F. Obtain any and all permits, licenses, and approvals required for performing any work under this Grant agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Grantee shall provide copies of permits and approvals to State.

- G. Be solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Agreement.
- H. 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 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:** Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- D.23. **INDEPENDENT CAPACITY:** Grantee, and the agents and employees of Grantees, in the performance of the Grant agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.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 to make copies of any books, records, or reports of either party pertaining to this Grant agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.
- D.25. **INSPECTIONS OF PROJECT BY STATE:** State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant agreement. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant agreement with State.
- D.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: <https://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 Grantee, 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 Grant agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Grant agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Grant agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.
- D.28. **NONDISCRIMINATION:** During the performance of this Grant agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, 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/domestic partner status, and denial of medical and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the 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. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.  
Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant agreement.
- D.29. **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 contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
- D.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 Grantee's service of water, without prior permission of State. Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee to meet its obligations under this



Grant agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.

- D.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, for each project, until the project is complete, and a Final Project Report is approved and accepted by DWR. If a project has multiple Components (within a project), at the State's discretion and upon a written request by the Grantee, any retained amount attributable to a single component may be released when that component is complete and the Final Component Completion Report is approved. Upon approval of the Final Project Report and/or Final Component Completion Report, any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest.
- D.37. RIGHTS IN DATA: Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant agreement, subject to appropriate acknowledgement of credit to State for financial support. Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.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. Grantee, its contractors, or subcontractors have made a false certification, or  
B. Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant agreement.
- D.40. SUCCESSORS AND ASSIGNS: This Grant agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.41. TERMINATION BY GRANTEE: Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, Grantee must provide a reason(s) for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date.

- D.42. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 12, "Default Provisions," the State may terminate this Grant agreement and be relieved of any payments should Grantee fail to perform the requirements of this Grant agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 12, "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. TRAVEL – DAC, EDA, TRIBES PROJECT: Travel is only an eligible reimbursable expense for projects providing at least 75% of benefits to DACs, EDAs, and/or Tribes (based on population or geographic area). Only ground transportation and lodging are eligible for grant reimbursement. Per diem costs will not be eligible for grant reimbursement. Any reimbursement for necessary travel shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred. No travel outside of the IRWM region shall be reimbursed unless prior written authorization is obtained from the State.
- D.47. UNION ORGANIZING: Grantee, by signing this Grant agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Grant agreement. Furthermore, 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. 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. 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 Grantee makes expenditures to assist, promote, or deter union organizing, Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that Grantee shall provide those records to the Attorney General upon request.
- D.48. 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.49. 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**

**RESOLUTION NO. SCV-130**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA CLARITA VALLEY WATER AGENCY APPROVING A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO (1) SUBMIT A PROPOSAL TO THE CALIFORNIA DEPARTMENT OF WATER RESOURCES TO OBTAIN A ROUND 1 INTEGRATED REGIONAL WATER MANAGEMENT IMPLEMENTATION GRANT PURSUANT TO THE WATER QUALITY, SUPPLY, AND INFRASTRUCTURE IMPROVEMENT ACT OF 2014, (2) COMMIT TO PROVIDING THE REQUIRED MATCHING FUNDS FOR SCV WATER PROJECTS, (3) REQUIRE THE OTHER PROJECT SPONSORS TO PROVIDE MATCHING FUNDS THROUGH A SUB GRANTEE AGREEMENT WITH THE SANTA CLARITA VALLEY WATER AGENCY, (4) ENTER INTO AN AGREEMENT TO RECEIVE A GRANT FOR THE UPPER SANTA CLARA RIVER INTEGRATED REGIONAL WATER MANAGEMENT REGION, AND (5) EXECUTE A GRANT AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF WATER RESOURCES**

**WHEREAS**, the City of Santa Clarita, the Los Angeles County Flood Control District, the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy, the Santa Clarita Valley Sanitation District of Los Angeles County and the Santa Clarita Valley Water Agency have established a Regional Water Management Group in accordance with the Integrated Regional Water Management Planning Act of 2002; and

**WHEREAS**, the State of California provides grant funds for integrated regional water management pursuant to the Water Quality, Supply, and Infrastructure Improvement Act of 2014; and

**WHEREAS**, this grant program is administered by the Department of Water Resources (DWR); and

**WHEREAS**, the DWR requires the grant applicant to designate, by resolution, an authorized representative for filing the grant application and executing the Grant Agreement; and

**WHEREAS**, the Santa Clarita Valley Water Agency is authorized by the Regional Water Management Group of the Upper Santa Clara River Watershed Integrated Regional Water Plan to prepare and apply for a grant on its behalf for a Round 1 Integrated Regional Water Management Implementation Grant pursuant to the Water Quality, Supply, and Infrastructure Improvement Act of 2014; and

**WHEREAS**, the stakeholders of the Upper Santa Clara River Integrated Regional Water Management Plan region have identified six projects to be included in an Implementation Grant; and

**WHEREAS**, the six projects provide benefit for regional self-reliance, groundwater sustainability, and help with the region's adaptation to climate change; and

**WHEREAS**, in addition to the Santa Clarita Valley Water Agency, the City of Santa Clarita, the Los Angeles County, and the Santa Clarita Valley Sanitation District of Los Angeles County all have projects in the suite of projects (Other Project Sponsors); and

**WHEREAS**, the grant requires the Santa Clarita Valley Water Agency commit to providing matching funds for its projects; and

**WHEREAS**, Santa Clarita Valley Water Agency will require that the Other Project Sponsors in this grant execute a sub grantee agreement with the Santa Clarita Valley Water Agency to provide matching funds for their projects.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Directors, the governing body of the Santa Clarita Valley Water Agency, authorizes the General Manager to:

- (1) Submit a proposal to the California Department of Water Resources to obtain a Round 1 Integrated Regional Water Management Implementation Grant pursuant to the Water Quality, Supply, and Infrastructure Improvement Act of 2014,
- (2) Commit to providing the required matching funds for SCV Water projects,
- (3) Require the Other Project Sponsors to provide matching funds through a sub grantee agreement with the Santa Clarita Valley Water Agency,
- (4) Enter into an agreement to receive a grant for the Upper Santa Clara River Integrated Regional Water Management Region, and
- (5) Execute a grant agreement with the California Department of Water Resources

  
President

I, the undersigned, hereby certify: That I am the duly appointed and acting Secretary of the Santa Clarita Valley Water Agency, and that at a regular meeting of the Board of Directors of said Agency held on November 5, 2019, the foregoing Resolution No. SCV-130 was duly and regularly adopted by said Board, and that said resolution has not been rescinded or amended since the date of its adoption, and that it is now in full force and effect.

DATED: November 5, 2019

  
Secretary



## EXHIBIT F

### REPORT FORMATS AND REQUIREMENTS

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

#### **PROGRESS REPORTS**

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

- Percent complete (by work)
- Discussion of work accomplished during the reporting period.
- Milestones or deliverables completed/submitted during the reporting period.
- Meetings held or attended.
- Scheduling concerns and issues encountered that may delay completion of the task.
- Budget projections for grant share for the next two quarters

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

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

#### **PROJECT COMPLETION REPORT**

The Project Completion Report (or a Component Completion Report, if a Project has multiple Components) shall generally use the following format provided below for each project after completion.

##### **Executive Summary**

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

- Brief description of work proposed to be done in the original Grant application.
- List any official amendments to this Grant Agreement, with a short description of the amendment.

##### **Reports and/or Products**

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

- A copy of any final technical report or study, produced for or utilized in this Project as described in the Exhibit A
- Electronic copies of any data collected, not previously submitted
- Discussion of problems that occurred during the work and how those problems were resolved
- Final project schedule showing actual progress versus planned progress as shown in Exhibit C

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

- Record drawings
- Final geodetic survey information
- Project photos

## **Cost & Disposition of Funds**

A list showing:

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

## **Additional Information**

- Benefits derived from the Project, with quantification of such benefits provided.
- If applicable, Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), consistent with Exhibit D, that the project was conducted in accordance with the approved Work Plan in Exhibit A and any approved amendments thereto.
- Submittal schedule for the Post-Performance Report.

## **GRANT COMPLETION REPORT**

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

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

## **POST-PERFORMANCE REPORT**

The Post-Performance Report (PPR) should be concise and focus on how each project is performing compared to its expected performance; whether the project is being operated and maintained and providing intended benefits as proposed. 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 (i.e., 2019 Proposition 1 IRWM Implementation Grant)
  - Report number

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

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

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program. Information on the GAMA Program can be obtained at: [https://www.waterboards.ca.gov/water\\_issues/programs/gama/](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](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 in can be found at: <http://www.water.ca.gov/waterdatalibrary/>.



**EXHIBIT H****STATE AUDIT DOCUMENT REQUIREMENTS FOR THE GRANTEE**

The following provides a list of documents typically required by State Auditors and general guidelines for the Grantee. 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. The Grantee should ensure that such records are maintained for each funded project.

**State Audit Document Requirements**Internal Controls

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

State Funding:

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

Contracts:

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

Invoices:

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

Cash Documents:

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

Accounting Records:

1. Ledgers showing entries for 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.

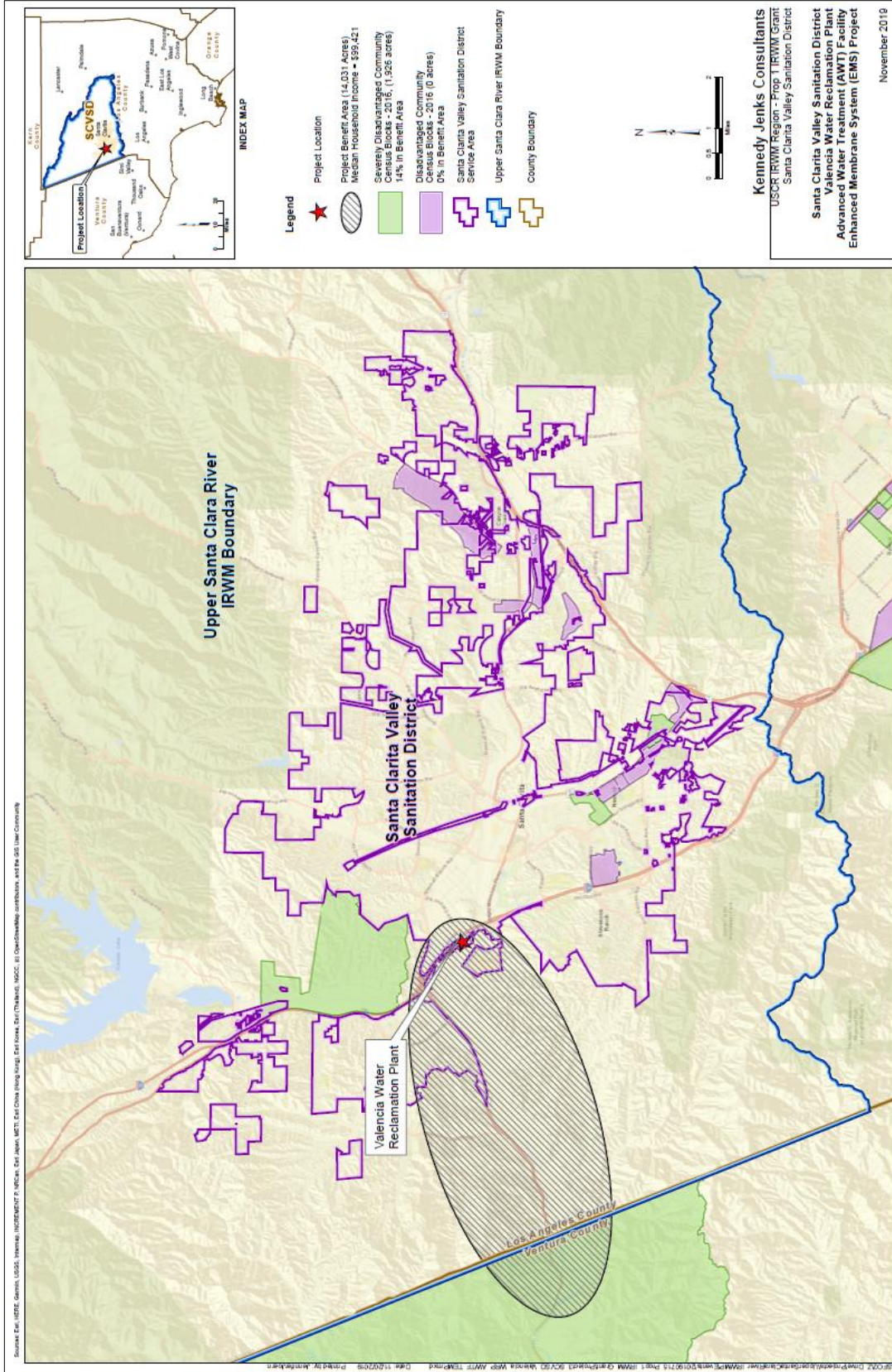
**EXHIBIT I****LOCAL PROJECT SPONSORS AND PROJECT LOCATIONS**

The Grantee has assigned, for each project, a Local Project Sponsor (LPS) according to the roles of the participating agencies identified in the IRWM Plan. LPSs may act on behalf of the Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. LPSs are identified for each sponsored project below, and project maps (Projects 2 – 6) follow:

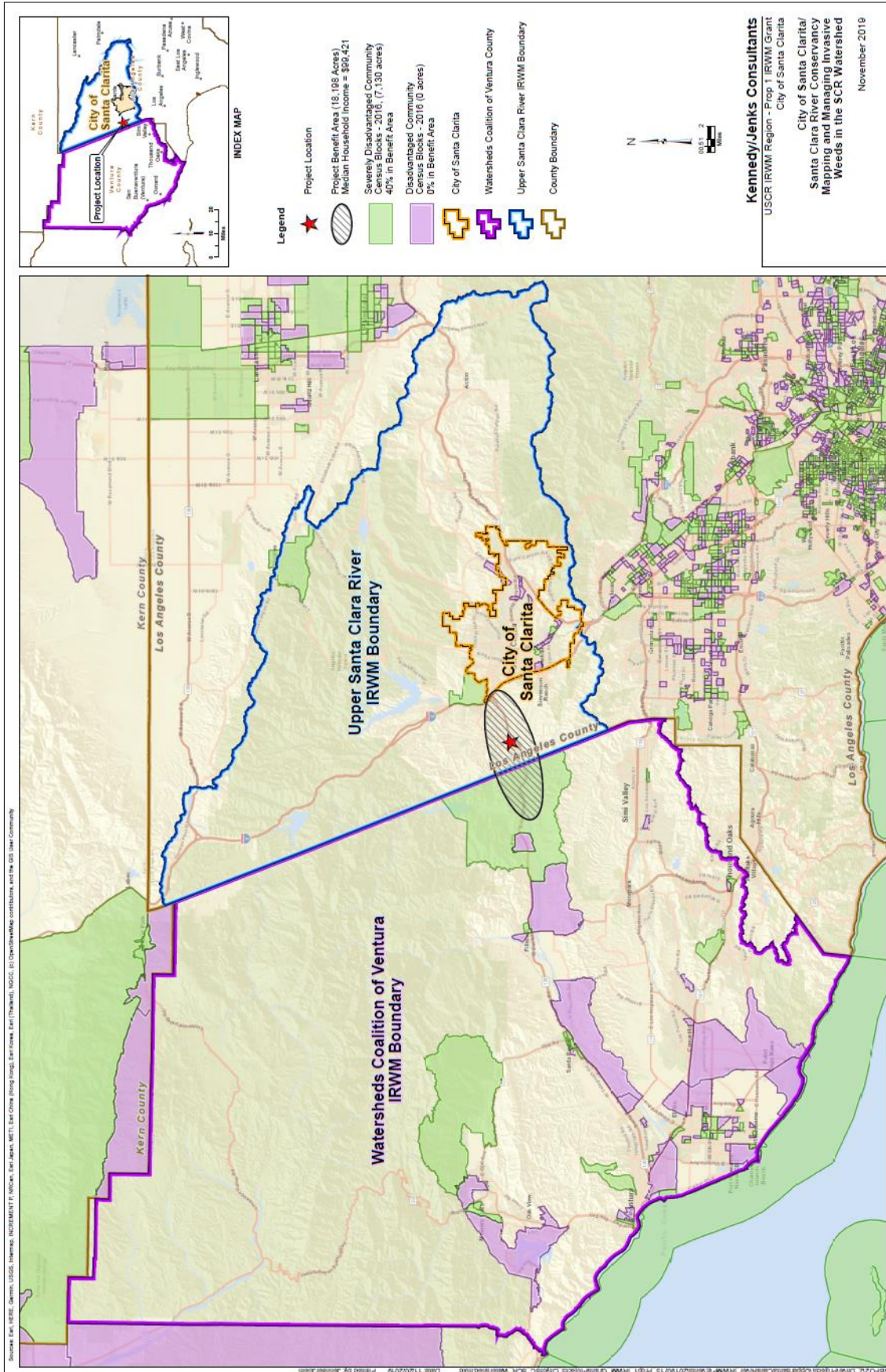
<b>Local Project Sponsor Agency Designations</b>	
<b>Sponsored Project:</b>	<b>Project 1: Grant Administration</b>
<b>Sponsor Agency:</b>	Santa Clarita Valley Water Agency (SCVWA)
<b>Agency Address:</b>	27234 Bouquet Canyon Drive, Santa Clarita, CA 91350
<b>Project Location:</b>	27234 Bouquet Canyon Drive, Santa Clarita, CA 91350
<b>Latitude/Longitude (approx.)</b>	34.435626, -118.521033
<b>Sponsored Project:</b>	<b>Project 2: Valencia Water Reclamation Plant (WRP) Advanced Water Treatment (AWT) Facility Enhanced Membrane System (EMS) Project</b>
<b>Sponsor Agency:</b>	Santa Clarita Valley Sanitation District (SCVSD)
<b>Agency Address:</b>	1955 Workman Mill Road, Whittier, CA 90601
<b>Project Location:</b>	Valencia WRP, 28185 The Old Rd, Valencia, CA 91355
<b>Latitude/Longitude (approx.)</b>	34.431676, -118.590428
<b>Sponsored Project:</b>	<b>Project 3: Mapping and Managing Invasive Weeds in the Santa Clara River Watershed Project</b>
<b>Sponsor Agency:</b>	Santa Clara River Conservancy/City of Santa Clarita
<b>Agency Address:</b>	PO Box 789, Santa Paula, CA 93061/23920 Valencia Blvd., Suite 300, Santa Clarita, CA 91355
<b>Project Location:</b>	Santa Clara River Watershed, within Los Angeles County
<b>Latitude/Longitude (approx.)</b>	34.443005, -118.579897
<b>Sponsored Project:</b>	<b>Project 4: City of Santa Clarita Newhall Memorial Park Stormwater Retrofit Project</b>
<b>Sponsor Agency:</b>	City of Santa Clarita
<b>Agency Address:</b>	23920 Valencia Blvd., Suite 300, Santa Clarita, CA 91355
<b>Project Location:</b>	24923 Newhall Ave. Santa Clarita, CA 91355
<b>Latitude/Longitude (approx.)</b>	34.386466, -118.539929
<b>Sponsored Project:</b>	<b>Project 5: Santa Clarita Valley Water Agency Recycled Water Project (Phase 2C)</b>
<b>Sponsor Agency:</b>	Santa Clarita Valley Water Agency (SCVWA)
<b>Agency Address:</b>	27234 Bouquet Canyon Drive, Santa Clarita, CA 91350
<b>Project Location:</b>	Intersection of Valencia Blvd. and Old Road, terminating at Newhall Elementary School (11th and Walnut Streets, Newhall, CA 91321)
<b>Latitude/Longitude (approx.)</b>	34.384078, -118.567139
<b>Sponsored Project:</b>	<b>Project 6: Los Angeles County Hasley Canyon Park Stormwater Improvement Project</b>
<b>Sponsor Agency:</b>	Los Angeles County Public Works
<b>Agency Address:</b>	900 S. Fremont Avenue, Alhambra CA 91803
<b>Project Location:</b>	Hasley Canyon Park, 28700 W. Quincy St. Castaic, CA 91384
<b>Latitude/Longitude (approx.)</b>	34.452227, -118.619760

**PROJECT MAPS (Projects 2 - 6)**

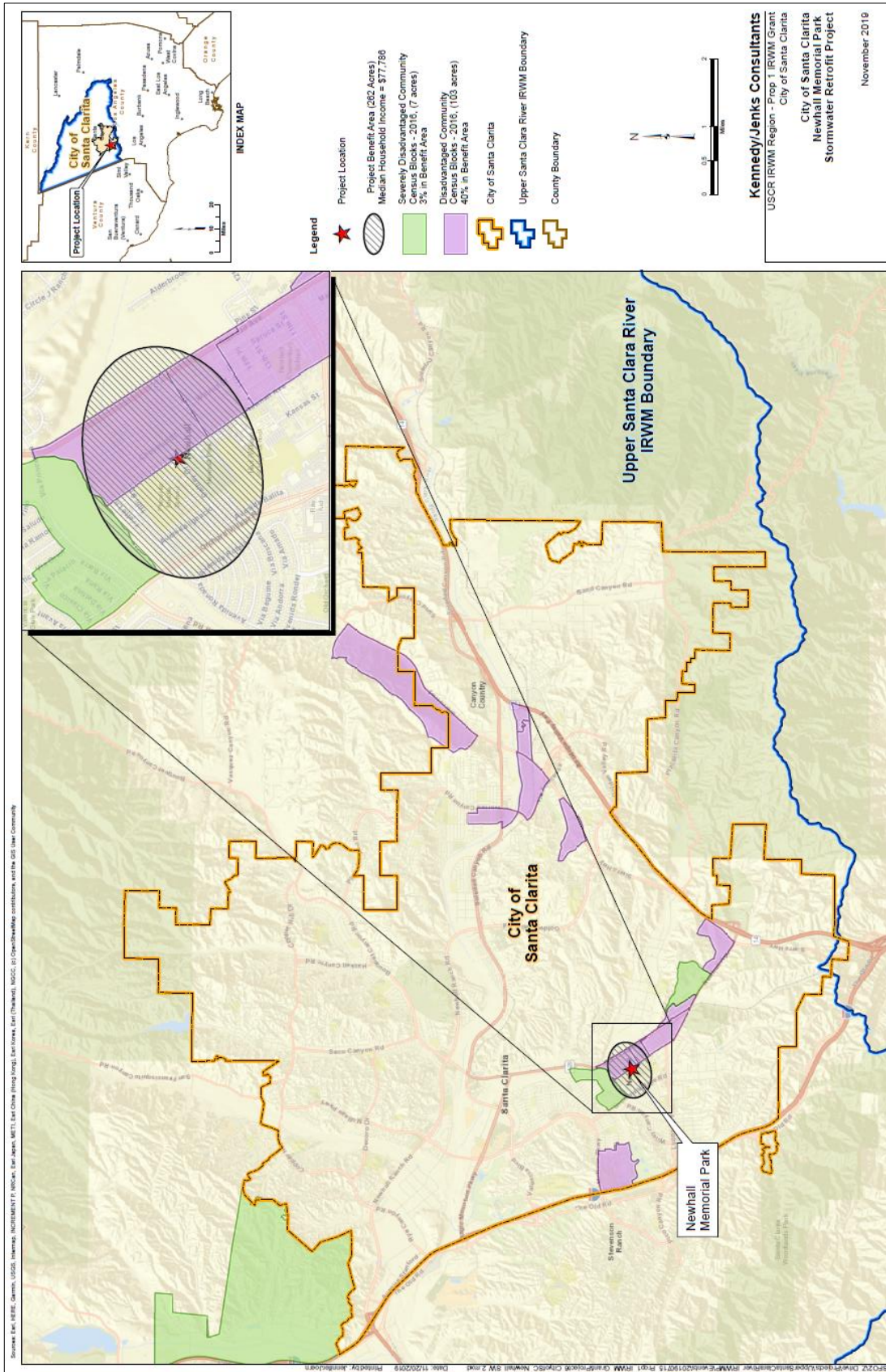
**Project 2: Valencia Water Reclamation Plant (WRP) Advanced Water Treatment (AWT) Facility Enhanced Membrane System (EMS) Project**



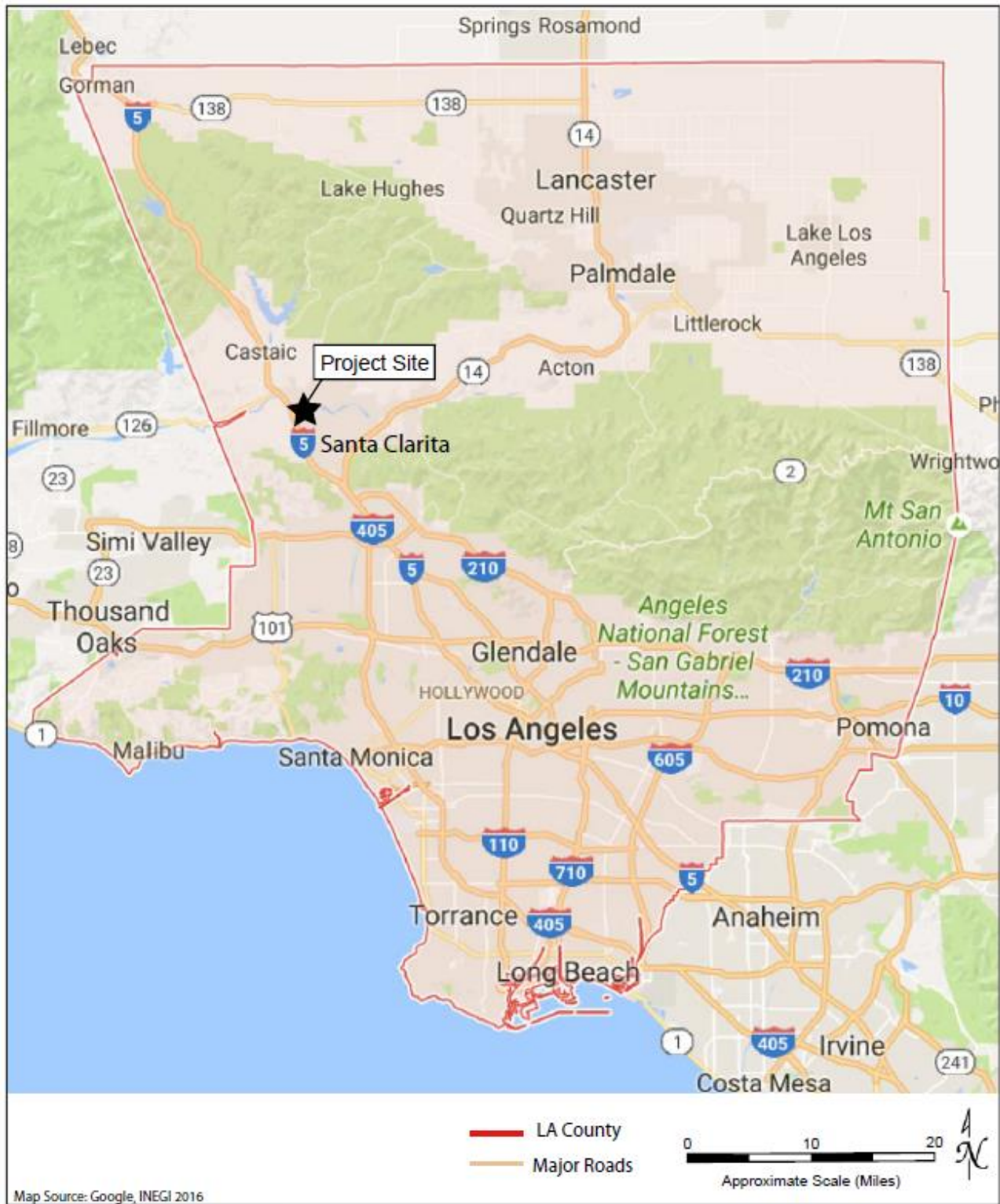
### Project 3: Mapping and Managing Invasive Weeds in the Santa Clara River Watershed Project



### Project 4: City of Santa Clarita Newhall Memorial Park Stormwater Retrofit Project



**Placeholder Project: Project 5: Santa Clarita Valley Water Agency Recycled Water Project (Phase 2C)**

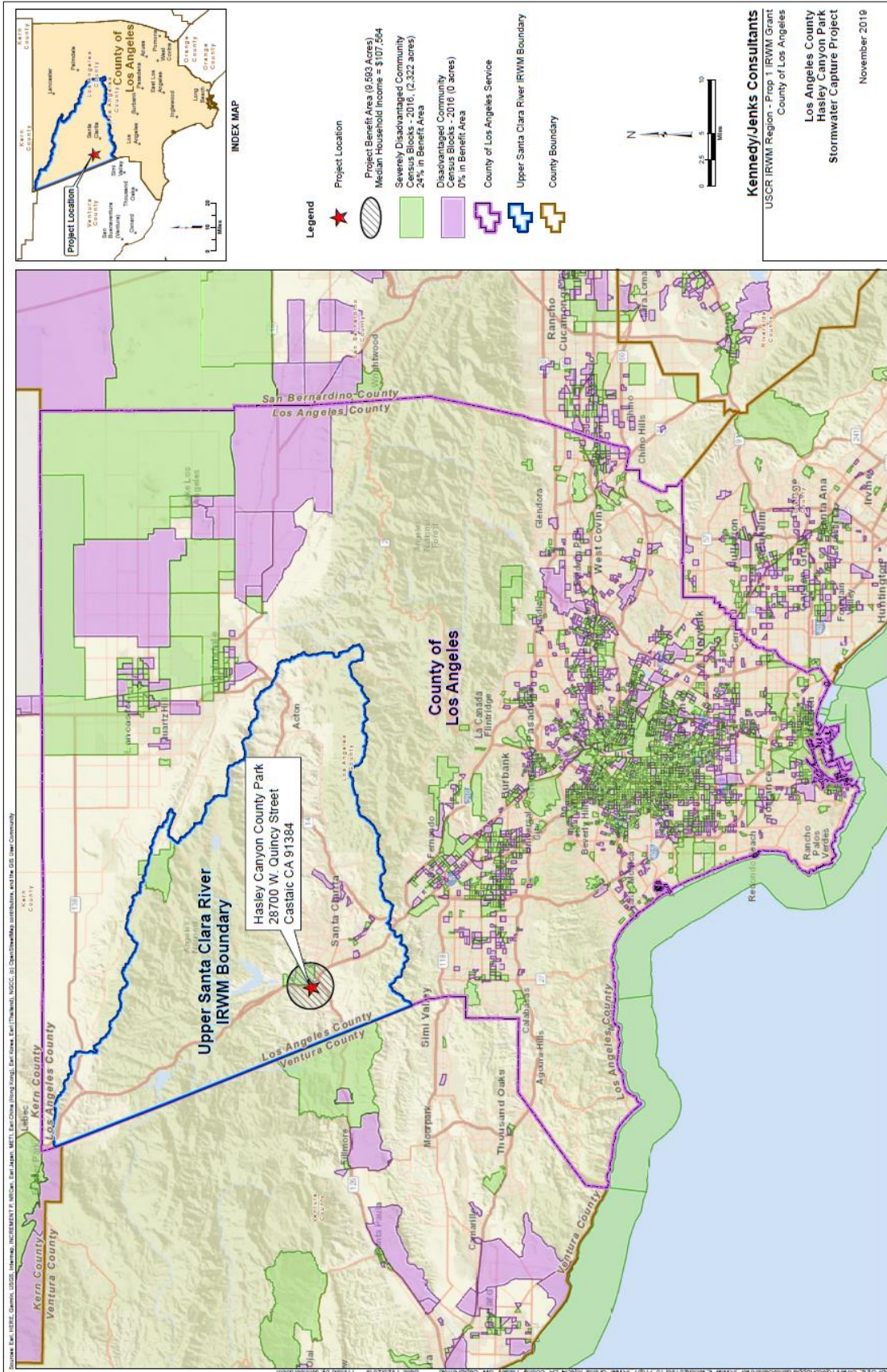


Map Source: Google, INEGI 2016



Figure 1  
Vicinity Map

### Placeholder Project: Project 6: Los Angeles County Hasley Canyon Park Stormwater Improvement Project





## EXHIBIT J

### Project Monitoring Plan Guidance

#### Introduction

For each project contained in Exhibit A, please include a brief description of the project (maximum ~150 words) including project location, implementation elements, need for the project (what problem will the project address) and responds to the requirements listed below.

#### Project Monitoring Plan Requirements

The Project Monitoring Plan shall contain responses to the following questions:

- What are the anticipated project physical benefits?
- What are the corresponding numeric targets for each project benefit?
- How will proposed numeric targets be measured?
- What are baseline conditions?
- When will the targets be met (e.g., upon project completion, five years after completion)?
- How often will monitoring be undertaken (e.g., monthly, yearly).
- Where are monitoring point locations (e.g., meter located at..., at stream mile...)? Include relevant maps.
- How will the project be maintained (e.g., irrigation, pest management, weed abatement)?
- What will be the frequency and duration of maintenance proposed activities?
- Are there any special environmental considerations (e.g., resource agency requirements, permit requirements, CEQA/NEPA mitigation measures)?
- Who is responsible for collecting the samples (i.e., who is conducting monitoring and/or maintenance)?
- How, and to whom, will monitoring results be reported (e.g., paper reports, online databases, public meetings)?
- What adaptive management strategies will be employed if problems are encountered during routine monitoring or maintenance?
- What is the anticipated life of the project?