

**STATE OF CALIFORNIA
CALIFORNIA NATURAL RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES**

AGREEMENT NUMBER: 46000XXXXX

**FUNDING AGREEMENT BETWEEN THE STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES
AND
EL DORADO COUNTY**

**FOR THE
EL DORADO COUNTY DROUGHT RESILIENCE PLAN**

**A PART OF THE COUNTY DROUGHT RESILIENCE PLANNING ASSISTANCE
PROGRAM**

**FUNDING AGREEMENT BETWEEN
THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES) AND
EL DORADO COUNTY**

<SAP AGREEMENT NUMBER>

COUNTY DROUGHT RESILIENCE PLANNING ASSISTANCE PROGRAM

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

1. **PURPOSE.** State shall provide funding pursuant to the Budget Act of 2021, as amended (Stats. 2022, ch. 44, § 25) to the Grantee to assist in financing the **El Dorado County Drought Resilience Plan** (Project). By executing this Agreement, the Grantee certifies that the purpose of the Project is in response to a drought scenario, as defined by Water Code section 13198(a) and is intended to: (1) address immediate impacts on human health and safety; (2) address immediate impacts on fish and wildlife resources; or, (3) provide water to persons or communities that lose or are threatened with the loss or contamination of water supplies.
2. **TERM OF FUNDING AGREEMENT.** The term of this Funding Agreement begins on the date this Funding Agreement is initially executed by State, through final payment plus three (3) years unless otherwise terminated or amended as provided in this Agreement. However, all work shall be completed by June 30, 2025, and no funds may be requested after December 30, 2025.
3. **PROJECT COST.** The reasonable cost of the Project is estimated to be **\$125,000**.
4. **FUNDING AMOUNT.** The maximum amount payable by the State under this Agreement shall not exceed **\$125,000**. Any additional costs are the responsibility of the Grantee.
5. **BASIC CONDITIONS.** State shall have no obligation to disburse money for the Project under this Funding Agreement until Grantee has satisfied the following conditions:
 - A. For the term of this Funding Agreement, Grantee submits timely Quarterly Progress Reports as required by Paragraph 12, "Submission of Reports."
 - B. Grantee submits all deliverables as specified in Paragraph 12 of this Funding Agreement and in Exhibit A.
6. **DISBURSEMENT OF FUNDS.** State will disburse to Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Funding 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 pursuant to any federal statute or regulation. Any and all

money disbursed to Grantee under this Funding Agreement shall be deposited in a separate account and shall be used solely to pay Eligible Project Costs.

7. ELIGIBLE PROJECT COST. Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B. Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition, legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Work performed on the Project after January 23, 2024 shall be eligible for reimbursement.

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

- A. Costs incurred prior to January 23, 2024.
- B. Operation and maintenance costs, including post-construction performance and monitoring costs.
- C. Purchase of equipment not an integral part of the Project.
- D. Establishing a reserve fund.
- E. Monitoring and assessment costs for efforts required after Project construction is complete.
- F. Replacement of existing funding sources for ongoing programs.
- G. Payment of federal or state taxes.
- H. Costs incurred as part of any necessary response and cleanup activities required under the Comprehensive Environmental Response, Compensation, and Liability Act; Resource Conservation and Recovery Act; Hazardous Substances Account Act; or other applicable law.
- I. Support of existing agency requirements and mandates (e.g., punitive regulatory agency requirement).
- J. Purchase of land or any interests in land.
- 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; non-project-specific accounting and personnel services performed within the Grantee's organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition; conference fees; and, generic overhead or markup. This prohibition applies to the Grantee and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.

8. METHOD OF PAYMENT. After the disbursement requirements in Paragraph 5 “Basic Conditions” are met, State will disburse the whole or portions of State funding to Grantee, following receipt from Grantee via US mail or Express mail delivery of a “wet signature” invoice, or an electronic invoice certified and transmitted via DocuSign for costs incurred, including Cost Share, and timely Quarterly Progress Reports as required by Paragraph 12, “Submission of Reports.” Payment will be made no more frequently than monthly, in arrears, upon receipt of an invoice bearing the Funding Agreement number. State will notify Grantee, in a timely manner, whenever, upon review of an Invoice, 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 State. Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to State to cure such deficiency(ies). If Grantee fails to submit adequate documentation curing the deficiency(ies), State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by Grantee shall include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.
- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for the Project during the period identified in the particular invoice for the implementation of the Project.
- C. Invoices shall be submitted on forms provided by State and shall meet the following format requirements:
 - i. Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - ii. Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - iii. One set of sufficient evidence (i.e., receipts, copies of checks, timesheets) must be provided for all costs included in the invoice.
 - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State’s funding amount, as depicted in Paragraph 4, “Funding Amount”.
 - v. Invoices can be submitted by one of the following methods.
 - a. Via either email at wuegrants@water.ca.gov or upload it on DWR’s GRanTS website (Grants.water.ca.gov).
 - b. Mail the invoice with the original “wet signature” to the following address:

Department of Water Resources
Julia Ekstrom

715 P St.
Sacramento, CA 95814

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs/cost share). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 115, 470, 487-489.)

9. WITHHOLDING OF DISBURSEMENTS BY STATE. If State determines that the Project is not being implemented in accordance with the provisions of this Funding Agreement, or that Grantee has failed in any other respect to comply with the provisions of this Funding Agreement, and if Grantee does not remedy any such failure to State's satisfaction, State may withhold from Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and State notifies Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 10, the portion that has been disbursed shall thereafter be repaid immediately as directed by State. State may consider Grantee's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 10, "Default Provisions." If State notifies Grantee of its decision to withhold the entire funding amount from Grantee pursuant to this Paragraph, this Funding Agreement shall terminate upon receipt of such notice by Grantee and the State shall no longer be required to provide funds under this Funding Agreement and the Funding Agreement shall no longer be binding on either party.
10. DEFAULT PROVISIONS. Grantee will be in default under this Funding Agreement if any of the following occur:
 - A. Substantial breaches of this Funding Agreement, or any supplement or amendment to it, or any other agreement between Grantee and State evidencing or securing Grantee's obligations.
 - B. Making any false warranty, representation, or statement with respect to this Funding Agreement, the application, or any documents filed to obtain grant funding.
 - C. Failure to operate or maintain the Project in accordance with this Funding Agreement.

- D. Failure to make any remittance required by this Funding Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.5.
- E. Failure to submit timely progress reports.
- F. Failure to routinely invoice State.
- G. Failure to meet any of the requirements set forth in Paragraph 11, "Continuing Eligibility."

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

- A. Declare the funding disbursed be immediately repaid.
- B. Terminate any obligation to make future payments to Grantee.
- C. Terminate the Funding Agreement.
- D. Take any other action that it deems necessary to protect its interests.

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

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

- A. Grantee must adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406) for data sharing, transparency, documentation, and quality control.
- B. If the Grantee diverting surface water, the Grantee must maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et seq.
- C. If applicable, maintain compliance with the Urban Water Management Planning Act (Wat. Code, § 10610 et seq.).
- D. If applicable, maintain compliance with Sustainable Water Use and Demand Reduction requirements outlined in Water Code Section 10608, et seq.
- E. On March 4, 2022, the Governor issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. The EO may be found at: <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under State law. The EO directs DWR to terminate funding agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to

be a target of Economic Sanctions. Accordingly, should the State determine that the Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

12. SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Funding Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to State. All reports shall be submitted to the State's Project Manager and shall be submitted via email or DWR's "Grant Review and Tracking System" (GRanTS). If requested, Grantee shall promptly provide any additional information deemed necessary by State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F. The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State, of a Project Completion Report is a requirement for the release of any funds retained for such project.
- A. Quarterly Progress Reports: Grantee shall submit Quarterly Progress Reports to meet the State's requirement for disbursement of funds. Quarterly Progress Reports shall be sent directly to the Project Manager via email or uploaded via GRanTS, and the State's Project Manager notified of upload. Quarterly Progress Reports shall, in part, provide a brief description of the work performed, Grantee's activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Funding Agreement during the reporting period. The first Quarterly Progress Report should be submitted to the State no later than three months after the execution of the agreement with future reports then due on successive three-month increments based on the invoicing schedule and this date.
 - B. Project Completion Report: Grantee shall prepare and submit to State a Project Completion Report for the Project. Grantee shall submit the Project Completion Report within ninety (90) calendar days of project completion. The Project Completion Report shall include, in part, a description of actual work done, any changes or amendments to the Project, and a final schedule showing actual progress versus planned progress, copies of any final documents or reports generated or utilized during the Project.
 - C. Documentation of Consistency with Water Code section 10609.50, et seq. (SB 552; Stats. 2021, ch. 245) County Requirements: During or upon completion of the Project, the Grantee shall submit evidence of the task force or other allowed alternative process (see Water Code Section 10609.70 (a)(1-2)). The Grantee shall also provide evidence of completion of the County Drought Resilience Plan (as standalone or as an element of an existing county plan), as described in Water Code section 10609.70(b). Upon completion of the plan, the Grantee shall

submit the plan and associated documentation to the DWR County SB 552 Sharing Portal (<https://wuedata.water.ca.gov>).

13. NOTIFICATION OF STATE. Grantee shall promptly notify State, in writing, of the following items:
- A. Events or proposed changes that could affect the scope, budget, or work performed under this Funding Agreement. Grantee agrees that no substantial change in the scope of the Project will be undertaken until written notice of the proposed change has been provided to State and State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
 - B. Any public or media event publicizing the accomplishments and/or results of this Funding Agreement and provide the opportunity for attendance and participation by State's representatives. Grantee shall make such notification at least 14 calendar days prior to the event.
 - C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.
 - D. The initiation of any litigation or the threat of litigation against the Grantee regarding the Project or that may affect the Project in any way.
14. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Funding Agreement shall be in writing. Notices may be transmitted by any of the following means:
- A. By delivery in person.
 - B. By certified U.S. mail, return receipt requested, postage prepaid.
 - C. By "overnight" delivery service, provided that next-business-day delivery is requested by the sender.
 - D. By electronic means.
 - E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the below addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

15. PERFORMANCE EVALUATION. Upon completion of this Funding Agreement, Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.
16. PROJECT REPRESENTATIVES. The Project Representatives during the term of this Funding Agreement are as follows:

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

El Dorado County
Carla Hass
Deputy Chief Administrative Officer
330 Fair Lane
Placerville, CA 95667
Phone: (530) 621-4609
Email: Carla.hass@edcgov.us

Direct all inquiries to the Project Manager:

Department of Water Resources
Julia Ekstrom
Senior Land & Water Use Scientist
715 P St.
Sacramento, CA 95814
Phone: (916) 612-4371
Email: Julia.Ekstrom@water.ca.gov

El Dorado County
Carla Hass
Deputy Chief Administrative Officer
330 Fair Lane
Placerville, CA 95667
Phone: (530) 621-4609
Email: Carla.hass@edcgov.us

El Dorado County Water Agency
Kyle Ericson, P.E.
Water Agency Resources Engineer
1107 Investment Blvd., Ste 240,
El Dorado Hills, CA 95762

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

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

Exhibit A – WORK PLAN

Exhibit B – BUDGET

Exhibit C – SCHEDULE

Exhibit D – STANDARD CONDITIONS

Exhibit E – GRANTEE'S AUTHORIZING RESOLUTION

Exhibit F – REPORT FORMATS AND REQUIREMENTS

Exhibit G – STATE AUDIT DOCUMENT REQUIREMENTS

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

STATE OF CALIFORNIA
DEPARTMENT OF WATER
RESOURCES

El Dorado County

Arthur Hinojosa, Manager
Division of Regional Assistance

Carla Hass, Deputy Chief Administrative
Officer
El Dorado County

Date_____

Date_____

Approved as to Legal Form and
Sufficiency

Robin Brewer, Assistant General Counsel
Office of General Counsel

Date_____

Exhibit A

WORK PLAN

A-1 Project Goals and Objectives

The goal of the project is further the intent of SB552 by improving drought preparedness for all state small water systems, small water systems, and domestic wells in El Dorado County (County), implementing more proactive drought planning to be better prepared for future water shortage events or dry years, and developing a comprehensive stand-alone document that can be easily updated.

The project objectives are as follows:

- Improve drought preparedness for all small water systems and domestic wells in the County to promote resiliency of water resources within the County.
- Implement more proactive drought planning and be better prepared for future water shortage events or dry years.
- Develop a stand-alone document, comprehensive and easy to update without having to update multiple sources.

The County and El Dorado Water Agency (Agency) have been proactive in drought planning to promote countywide long-term water supply reliability in the entire county. The Agency, in coordination with the County, state, federal, Tribal, and other interested entities recently completed the Upper American River Basin Regional Drought Contingency Plan to improve drought response and preparedness in the West Slope of the County. This was an important first step to improving water supply reliability. The proposed County Drought Resilience Plan will build on this effort and focus specifically on small water systems and domestic wells countywide.

The County Drought Resilience Plan is to be a stand-alone document, comprehensive and easy to update without having to update multiple sources. Portions of this plan, as applicable, could be incorporated into existing County plans.

A-2 Project Description

Under the directive of the Board of Supervisors, the County requested the assistance of the Agency to meet SB552 requirements in coordination with the County's Environmental Management Department, which oversees the small water systems as the Local Primary Agency and the County Public Health Officer, which oversees state small water systems with 5 to 14 service connections. As such, in 2022, the Agency began taking steps to implement SB552 and perform overall drought planning for small water suppliers and rural communities. This approach was in line with the Agency's 2021-2025 Strategic Plan goals which included a directive to investigate small water systems for accessibility and affordability to meet the intent of Assembly Bill 685 of 2012 related to the human rights to water. For small water systems that depend on both surface water and groundwater supplies, drought could exacerbate already declining groundwater levels. The most vulnerable areas in the region area areas in the County

that fall outside a water purveyors' service area (also known as Other County Area or OCA) as they rely primarily on one water source (typically individual wells in fractured rock formations), have less redundancy than public water agencies, do not have access to other alternative water supplies during dry conditions, and do not have drought contingency plans. Even if individual residents and the small water systems are in close proximity to larger public water agencies, they are often isolated and not able to economically or feasibly connect to these larger systems due to the foothill's challenging terrain. Additionally, the OCA historically has more difficulty in funding infrastructure maintenance and replacement due to poor economies of scale and lack of staff. Accordingly, the Agency started the drought planning to cover all the requirements in SB552 for development of a risk assessment and long-term solutions for state small water systems and domestic wells defined in the bill. To be consistent with the directive in the Agency's Strategic Plan, they also expanded the scope to cover the small water systems in the OCA areas that are equally vulnerable during drought. Therefore, the plan is intended to cover all residents that are not served by larger water suppliers.

Special considerations for the small water systems, state small water systems, and domestic wells in the plan will include, but is not limited to, the following factors:

- Serving under-resources and under-served communities
- The levels of water shortage risks based on the condition assessment,
- Barriers for implementation including affordability, willingness for participation and community support, and more.

In addition to developing individual solutions supported by the affected community, the plan will include additional considerations of regional infrastructural and financing solutions to complement the implementation of individual solutions. The plan will also include the outreach to all small water systems, state small water systems, domestic wells, and all residents within the OCA for a survey and for development of solutions according to their specific needs.

Task 1: Strengthening of the County Drought Task Force

The formation of the County Drought Task Force (CDTF) is complete. This task will include the following components:

- Convening regular meetings and coordination. The Agency will continue to coordinate meetings, develop agendas and materials, facilitate the meetings, and provide follow-up as-needed between meetings. It is expected that Agency will need up to four additional meetings to finalize the County Drought Resilience Plan (DRP).
- Facilitation support for initial implementation. The Agency will provide technical assistance to small water suppliers to implement their respective drought plans. This may include facilitating workshops and trainings, developing and distributing

education materials, and providing support in evaluating implementation of drought resilience plans.

- Capacity and partnership development. The Agency will coordinate and facilitate discussion to build relationships and trust between different entities to develop shared goals and strategies for developing drought resilience. This subtask focuses on enhancing regional benefits through large-scale collaboration.

Task 2: Drought and Water Shortage Risk Assessment

Data collection and interviews and surveys for additional data are complete. This task will include the following components:

- Review and analyze data that has already been compiled from existing reports, interviews, and surveys.
- Risk assessment. An initial risk assessment has been completed, but the data requires a thorough review to confirm accuracy and fill gaps. The risk assessment analysis will be updated and distributed to the CDTF for discussion and review. The risk assessment results will be adjusted based on input from the CDTF.
- Vulnerability assessment. A vulnerability assessment is needed to identify the likelihood and severity of the risks identified in the risk assessment and prioritize systems or areas that are most at risk of drought. In addition to reviewing the data collected in the risk assessment and input from the CDTF, this task will help identify drought planning actions under Task 3 that can help improve small water systems' drought resilience and water shortage preparedness.
- Drafting the findings. Findings resulting from the above subtasks will be documented and distributed to the Task Force for review and feedback prior to finalizing the report.

Task 3: Identification of Drought Mitigation Actions

This task includes the following components:

- Identifying short-term mitigation actions. Data collected in Task 2 will be used to identify short-term mitigation actions. Actions will be identified considering factors such as institutional barriers and cost. Alternatives will be developed in partnership with the communities, encouraging local participation, contributions, and buy-in. Example short-term mitigation actions include increasing local water storage, centralizing bulk water supply distribution locations, or adding interconnections between the small water systems and existing nearby larger public water agencies.

- Identifying long-term mitigation actions. Long-term mitigation actions are projects, activities, or processes taken to reduce or eliminate long-term impacts from drought conditions. Potential actions may include those to enact during drought (e.g., mandatory or voluntary water conservation measures) or to prepare for future droughts (e.g., long-term mitigation actions). These drought planning elements will be screened and prioritized based on evaluation criteria, Task 2 Risk Assessment data, and input from the CDTF.

Task 4: Implementation Plan Development

This task includes the following components:

- Developing the Implementation Plan. This includes tailoring the implementation plan to the specific needs of the county, making the plan adaptable to changing conditions, making the plan cost-effective, securing funding for implementation, building partnerships, communicating the implementation plan to the public, and monitoring and evaluating the plan. Specific considerations relevant to specific water systems will be taken into account during development of the implementation plan.
- Streamlining with other plans. The County intends to streamline the implementation plan with other county plans as appropriate.
- Drafting the implementation plan. The outcome of the coordination, research on existing and ongoing plans, local and regional needs analyses will be drafted for review by the Task Force and included as an element of the County Drought Resilience Plan.

Task 5: Analysis of Available Funding Sources

The analysis of local, state, and federal funding will be included in the County Drought Resilience Plan as an appendix. To enhance clarity and accuracy, the source of funding will be divided into three categories including state, local, and federal funding resources. The following steps are envisioned to obtain a comprehensive list of available funding for each of the three categories. Funding gaps based on the identified mitigation actions will also be added to the analyses:

- Identifying all potential funding sources that are available. This will include searching online databases, contacting government agencies, and networking with other professionals.
- Once the potential funding sources are identified, information related to each source on websites, in funding directories, and/or grant applications will be gathered. The information will include the amount of funding, purpose, requirements, application process, deadlines, and eligibility requirements.
- The eligibility requirements for each funding source will be evaluated based on the information collected as part of development of the County Drought Resilience Plan.

- Prioritizing funding sources based on the amount of funding that is available, the eligibility requirements, and the application process.

Task 6. County Drought Resilience Plan Development

The results from coordination, communications, research, and analyses will be included in the County DRP for future reference. First, a draft plan will be developed and distributed to the CDTF for review and discussion. The final draft will be adopted after addressing all the comments.

This task includes the following components:

- Identifying the county's vulnerabilities to drought. The plan must identify the county's most critical water resources, the county's most vulnerable populations, and the county's most vulnerable economic sectors.
- Developing strategies to reduce the county's vulnerability to drought and its reliance on imported water, to increase the county's water storage capacity, and to improve the county's water conservation efforts.
- Identifying the county's water supply needs during a drought, including the needs of the county's most vulnerable populations and economic sectors.
- Developing strategies to ensure that the county's water supply needs are met during a drought, including strategies to increase water conservation, reduce water demand, and secure alternative water supplies.
- Implementing and monitoring the County's Drought Resilience Plan, including a process for identifying and addressing any gaps in the plan.
- Establishing a standing drought and water shortage task force to facilitate drought planning and response. The task force must include representatives from state and local governments, water agencies, businesses, and other stakeholders.

Task 7. Technical Assistance for Small Water Suppliers

The Agency will assist the County to provide technical assistance, as requested, for compliance with the SB552 requirements to small water suppliers and non-transient non-community water systems that are schools. This task will include providing information collected under Tasks 1 to 5 and up to two (2) one-hour training sessions for each water system to provide guidance in developing their abridged water shortage contingency plans. The sessions for small water suppliers and for schools would be separate. The Agency and County will also help the water system to plan for consolidations of existing water systems and domestic wells and connecting high-risk domestic well and other privately supplied residences with a more reliable water source. These conversations would be facilitated by the County and the Agency.

Deliverables

The Grantee is responsible for the following general deliverables:

- Quarterly reports documenting progress, task completion, and project success, see Exhibit F, Attachment 1.
- Draft Final Report - The draft final report and associated data are due at Agreement end date, see Exhibit F, Attachment 2.
- Final Report - Due approximately 3-6 months following the Agreement end date, see Exhibit F, Attachment 2.

The Grantee is responsible for the following task-specific deliverables:

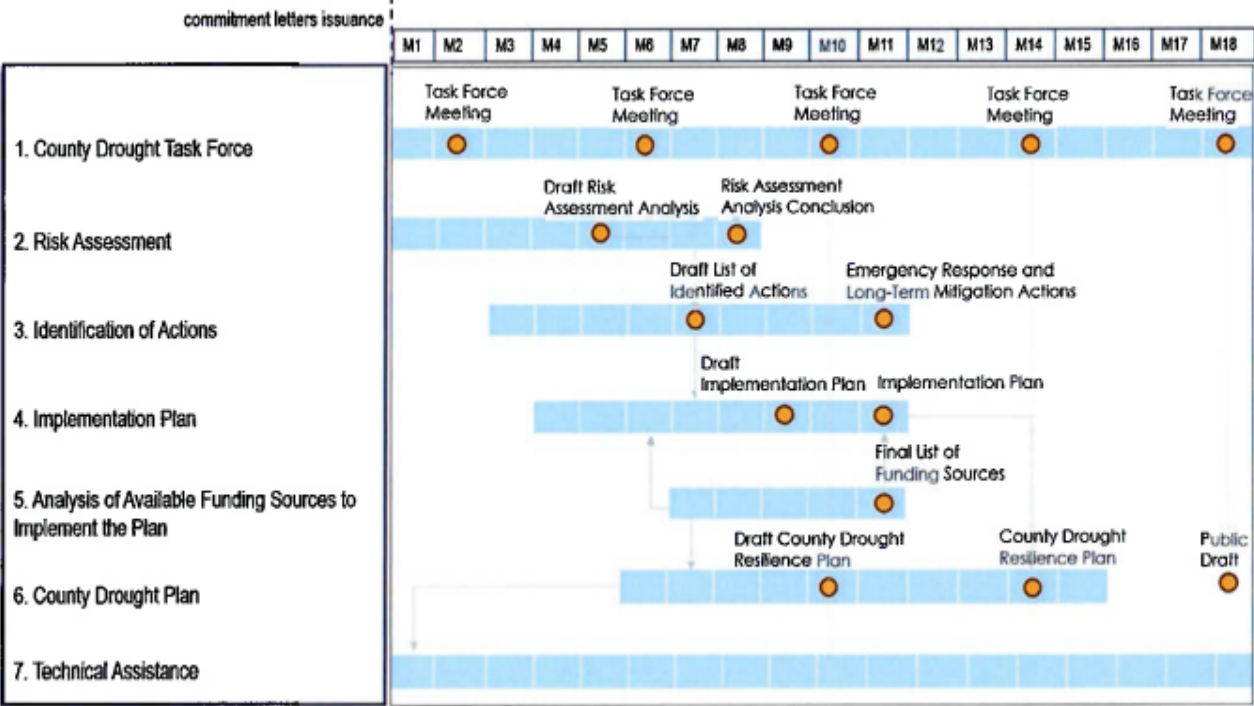
- Task 1:
 - Meeting minutes and agendas for Task Force Meetings
 - Summary of workshops or trainings provided to water suppliers, as applicable
 - Summary of capacity and partnership development activities, as applicable
- Task 2:
 - Assessment report
- Task 3:
 - List of identified short- and long-term mitigation actions
- Task 4:
 - Draft of implementation plan
- Task 5:
 - Appendix to the County Drought Resilience Plan with list of available funding sources
- Task 6:
 - County Drought Resilience Plan
- Task 7:
 - Summary of technical assistance activities completed

Exhibit B
BUDGET

All work associated with the Project must be completed prior to payment of retention. Backup documentation for cost share will not be reviewed for the purposes of invoicing. The Grantee is required to maintain all financial documents related to the Project in accordance with Exhibit G (State Audit Document Requirements for Grantees).

Task	Cost
Task 1: County Drought Task Force	\$24,000
Task 2: Risk Assessment	\$12,000
Task 3: Identification of Actions	\$10,000
Task 4: Implementation Plan	\$15,000
Task 5: Analysis of Available Funding Sources to Implement the Plan	\$8,000
Task 6: County Drought Plan	\$30,000
Task 7: Technical Assistance	\$26,000
Total Project Costs	\$125,000

Exhibit C SCHEDULE



Key: M = month

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 Funding 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 Funding Agreement shall be deposited in a separate 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 Funding 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 Funding 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 Funding 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 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 Funding 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 Funding 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 Funding 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 Funding Agreement, and State may elect to pursue any remedies provided in Paragraph 10 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 Funding Agreement with respect of all matters connected with this Funding Agreement, including but not limited to, the cost of administering this Funding 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.

- D.6. BUDGET CONTINGENCY: If the Budget Act of the current year covered under this Funding Agreement does not appropriate sufficient funds for this program, this Funding 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 Funding Agreement. In this event, State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Funding Agreement and Grantee shall not be obligated to perform any provisions of this Funding Agreement. Nothing in this Funding 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 Funding 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 Funding Agreement with no liability occurring to State or offer a Funding Agreement amendment to Grantee to reflect the reduced amount.
- D.7. CEQA: Activities funded under this Funding 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 10.

- D.8. CHILD SUPPORT COMPLIANCE ACT: The Grantee acknowledges in accordance with Public Contract Code section 7110, that:
- A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
 - B. The Grantee, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.9. CLAIMS DISPUTE: Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. 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.10. 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 Funding 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.11. 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 Funding Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.12. CONFLICT OF INTEREST: All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.

- A. **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
 - B. **Former State Employees:** For the two-year period from the date, he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date, he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
 - C. **Employees of the Grantee:** Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
 - D. **Employees and Consultants to the Grantee:** Individuals working on behalf of the Grantee may be required by 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.13. **DELIVERY OF INFORMATION, REPORTS, AND DATA:** Grantee agrees to expeditiously provide throughout the term of this Funding Agreement, such reports, data, information, and certifications as may be reasonably required by State.
- D.14. **DISPOSITION OF EQUIPMENT:** Grantee shall provide to State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory, State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.
- D.15. **DRUG-FREE WORKPLACE CERTIFICATION:** Certification of Compliance: By signing this Funding 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 the 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 Funding 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.16. GOVERNING LAW: This Funding Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.17. 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 (Work Plan) and in accordance with Project Exhibit B (Budget) and Exhibit C (Schedule).
 - B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Funding 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 Funding 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 Funding 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 the Project. 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.18. 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 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.19. INDEPENDENT CAPACITY: Grantee, and the agents and employees of the Grantee, in the performance of the Funding Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.20. 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 Funding 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 Funding Agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Funding Agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.
- D.21. 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 Grantee. 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 Funding Agreement with State.
- D.22. LABOR CODE COMPLIANCE: The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the

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

- D.23. 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 that concern the budget and schedule without formally amending this Funding 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 Funding Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Funding Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.
- D.24. NONDISCRIMINATION: During the performance of this Funding Agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital/domestic partner status, gender identity, 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 thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission 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 Funding Agreement.
- D.25. OPINIONS AND DETERMINATIONS: Where the terms of this Funding 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.26. PRIORITY HIRING CONSIDERATIONS: If this Funding Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Funding Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.
- D.27. 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 Funding 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.28. PROJECT ACCESS: The Grantee shall ensure that the State, the Governor of the State, or any authorized representatives 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.29. REMAINING BALANCE: In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Funding 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 Funding Agreement.
- D.30. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Funding 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.31. RETENTION: The State shall withhold ten percent (10%) of the funds requested by the Grantee for reimbursement of Eligible Project Costs until the Project is completed and Final Report is approved. Any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest, upon completion of the Project.
- D.32. 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 Funding 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 Funding 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.33. SEVERABILITY: Should any portion of this Funding Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Funding Agreement shall continue as modified.
- D.34. SUSPENSION OF PAYMENTS: This Funding 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 Funding Agreement.
- D.35. SUCCESSORS AND ASSIGNS: This Funding Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Funding 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.36. 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.37. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 10, the State may terminate this Funding Agreement and be relieved of any payments should Grantee fail to perform the requirements of this Funding Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 10.
- D.38. 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.39. 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.40. TIMELINESS: Time is of the essence in this Funding Agreement.
- D.41. TRAVEL: Travel includes the reasonable and necessary costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Funding Agreement. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources for excluded employees. These rates may be found at: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>.

Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.

- D.42. UNION ORGANIZING: Grantee, by signing this Funding Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Funding Agreement. Furthermore, Grantee, by signing this Funding Agreement, hereby certifies that:
- A. No State funds disbursed by this Funding 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 Funding 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.43. 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.44. WAIVER OF RIGHTS: None of the provisions of this Funding 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 Funding Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Funding 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 GRANTEE'S AUTHORIZING RESOLUTION



County of El Dorado

330 Fair Lane, Building A
Placerville, California
530 621-5390
FAX 622-3645
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Legislation Details (With Text)

File #: 23-1392 **Version:** 1
Type: Agenda Item **Status:** Approved
File created: 7/13/2023 **In control:** Board of Supervisors
On agenda: 9/26/2023 **Final action:** 9/28/2023
Title: Chief Administrative Office recommending the Board approve the grant application for the County Drought Resiliency Planning Grant Program through the California Department of Water Resources for grant funds up to \$125,000.
FUNDING: N/A

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
9/26/2023	1	Board of Supervisors	Approved	Pass

Chief Administrative Office recommending the Board approve the grant application for the County Drought Resiliency Planning Grant Program through the California Department of Water Resources for grant funds up to \$125,000.

FUNDING: N/A

DISCUSSION / BACKGROUND

Senate Bill 552 Requirements for Counties

Under Senate Bill 552, passed and signed by Governor Gavin Newsom in September 2021, State and local governments will share the responsibility in preparing for and acting in the case of a water shortage event. The bill outlines the new requirements for small water suppliers, county governments, State of California Department Water Resources (DWR), and the State Water Resources Control Board to implement more proactive drought planning and be better prepared for future water shortage events or dry years.

Through SB 552, the California State Legislature identified counties as the best-suited government entity to provide the needed leadership to improve water resilience for state small water systems and domestic wells. Accordingly, each county, per SB 552, is required to:

- 1) Establish and convene a standing drought task force to facilitate drought and water shortage preparedness for state small water systems (serving 5 to 14 connections), domestic wells, and other privately supplied homes within the county's jurisdiction.
- 2) Develop a plan demonstrating the potential drought and water shortage risk and proposed interim and long-term solutions for state small water systems and domestic wells within the county.

Status of SB 552 Implementation in El Dorado County

On February 22, 2022 (item 22-0202), the Board approved El Dorado County Water Agency (EDWA) to lead this effort given their role as a countywide water resource planning agency and their past

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engagement in the DWR County Drought Advisory Group that developed the basis for the SB 552 legislation and participation in the development of DWR's SB 552 implementation program.

EDWA has established and convened the required standing drought task force. The task force includes core members who are legally responsible for public water systems, state small water systems, and domestic wells and implementing the requirements of SB 552. It also includes advisory members who are relied on for information and input related to drought conditions, small water system needs, and potential response actions.

EDWA is in the process of developing the required county drought plan. The intent of the plan is to achieve meaningful and long-term improvements in water resilience for its residents by making small water suppliers and domestic wells more resilient to future drought and water shortage emergency events.

State Funding to Implement SB 552

To assist with implementation of SB 552, DWR will award up to \$125,000 per county for counties that request financial assistance through their non-competitive County Drought Resiliency Planning Grant Program. The DWR County Drought Resiliency Planning Grant Program is offered as a sub-program of the Small Community Drought Relief (SCDR) Program, per the allocation of the Budget Act of 2021, Section 2, Item 3860-101-0001 (a).

The purpose of this program is to provide funding for reimbursement for activities necessary to address the varied needs of counties to comply with SB 552 requirements through either financial assistance or direct technical assistance. DWR must award all funds by December 29, 2023; no applications will be accepted after that date. Furthermore, no cost-share is required.

This grant opportunity would provide sufficient funding to complete the El Dorado County Drought Resilience Plan and continue with the efforts of the County Drought and Water Shortage Task Force. Since only counties are allowed to apply for this grant, EDWA is requesting the County submit the grant application.

If grant funding is awarded, the agreement with EDWA will be brought back to the Board for approval.

ALTERNATIVES

The Board could choose not to apply for the grant and use General Fund for the development of the Drought Resilience Plan and other county-related SB 552 requirements.

PRIOR BOARD ACTION

February 22, 2022 - item 22-0202

OTHER DEPARTMENT / AGENCY INVOLVEMENT

N/A

FINANCIAL IMPACT

Applying for the grant will not impact the Net County Cost. Minimal staff time will be required to submit the grant application.

CLERK OF THE BOARD FOLLOW UP ACTIONS

N/A

County of El Dorado

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STRATEGIC PLAN COMPONENT

Healthy Communities - encourage and support through policy and resources to pursue local, state and federal funding opportunities to support and promote healthy communities.

CONTACT

Tara Stout - Chief Administrative Office
X5401

Exhibit F

REPORT FORMATS AND REQUIREMENTS

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

1. QUARTERLY PROGRESS REPORTS

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information.

PROJECT STATUS

Describe the work performed during the time period covered by the report including but not limited to:

PROJECT INFORMATION

- Legal matters
- Environmental matters
- Major accomplishments during the quarter (i.e., tasks completed, milestones met, meetings held or attended, press releases, etc.)
- Issues/concerns that have, will, or could affect the schedule or budget, with a recommendation on how to correct the matter
- Describe differences between the work performed and the work outlined in the Overall Work Plan, including change orders
- Estimate the percentage completion of the overall project
- Identify key issues that need to be resolved

COST INFORMATION

- Provide a list showing all project costs incurred during the time period covered by the report by the Grantee and which of these costs are Eligible Project Costs
- A discussion on how the actual budget is progressing in comparison to the project budget included in the Overall Work Plan
- A list of any changes approved to the budget in accordance with Funding Agreement and a revised budget, by task, if changed from latest budget in the Overall Work Plan

SCHEDULE INFORMATION

- A schedule showing actual progress versus planned progress
- A discussion on how the actual schedule is progressing in comparison to the original or last reported schedule

- A list of any changes approved to the Schedule in accordance with Funding Agreement and a revised schedule, by task, if changed from latest reported schedule

2. PROJECT COMPLETION REPORT

Project Completion Reports shall generally use the following format.

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

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

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

- Electronic copies of any data collected, not previously submitted
- Discussion of problems that occurred during the work and how those problems were resolved
- A final project schedule showing actual progress versus planned progress

COSTS AND DISPOSITION OF FUNDS – A list showing:

- The date each invoice was submitted to State
- The amount of the invoice
- The date the check was received
- The amount of the check (If a check has not been received for the final invoice, then state this in this section.)
- A summary of final funds disbursement including:
 - Labor cost of personnel of agency/ major consultant /sub-consultants. Indicate personnel, hours, rates, type of profession, and reason for consultant, i.e., design, CEQA work, etc.
 - Evaluation cost information, shown by material, equipment, labor costs, and any change orders
 - Any other incurred cost detail
 - A statement verifying separate accounting of funding disbursements
- Summary of project cost including the following items:
 - Accounting of the cost of project expenditure;
 - Include all internal and external costs not previously disclosed; and
 - A discussion of factors that positively or negatively affected the project cost and any deviation from the original project cost estimate.

3. DOCUMENTATION OF CONSISTENCY WITH WATER CODE SECTION 10609.50, ET SEQ. (SB 552; Stats. 2021, ch. 245) COUNTY REQUIREMENTS

- Task Force or Other Allowed Alternative Process (Water Code section 10609.70 (a)(1-2).
 - Evidence that the County Drought Task Force or alternative has been established.
 - The plan for continuing to maintain a standing County Drought Task Force or alternative that considers domestic wells and state small water systems.
 - Record that invited membership is inclusive of those listed in SB 552 (Water Code Section 10609.70: "... shall invite representatives from the state and other local governments, including groundwater sustainability agencies, and community-based organizations, local water suppliers, and local residents, to participate in the task force.").
- County Drought Resilience Plan
 - Evidence of completion of the county's Drought Resilience Plan as described in Water Code section 10609.70 (b).
 - Submittal of plan and documentation to the DWR County SB 552 Sharing Portal (<https://wuedata.water.ca.gov/>)
- ADDITIONAL INFORMATION – Any relevant additional Information should be included.

Exhibit G

STATE AUDIT DOCUMENT REQUIREMENTS

The following provides a list of documents typically required by State Auditors and general guidelines for Grantees. List of documents pertains to both State funding and Grantee's Cost Share, if any, and details the documents/records that State Auditors would need to review in the event of this Funding Agreement is audited. Grantees should ensure that such records are maintained for three (3) years after final disbursement pursuant to this Agreement.

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 Funding Agreement, any amendment(s), and budget modification documents.
2. A listing of all grants, loans, or subventions received from the State.
3. A listing of all other funding sources for the 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 Funding Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests, and related Funding Agreement budget line items.

3. Reimbursement requests submitted to the State for the Funding Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposits 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 Funding 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 Funding Agreement related correspondence.