

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA  
(DEPARTMENT OF WATER RESOURCES) AND  
EAST BAY MUNICIPAL UTILITY DISTRICT  
AGREEMENT NUMBER 4600012665  
SUSTAINABLE GROUNDWATER PLANNING (SGWP) GRANT  
AMENDMENT #1**

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or "DWR" and the East Bay Municipal Utility District (District), 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) and the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 (Proposition 68) to assist the Grantee in financing the East Bay Plain Subbasin Groundwater Sustainability Plan (GSP) Development (Project) that will improve sustainable groundwater management, pursuant to Water Code Section 79700 et seq. The provision of State funds pursuant to this Agreement shall result in an adopted GSP by the applicable Groundwater Sustainability Agency (GSA) and submitted to the Department of Water Resources (DWR) via the Sustainable Groundwater Management Act (SGMA) GSP Submittal Portal for review. The provisions of State funds does not guarantee adoption of the GSP by the applicable GSA or that the GSP will meet all of the evaluation and assessment criteria when submitted to DWR as required by SGMA and implementing regulations
- 2) **TERM OF GRANT AGREEMENT.** The term of this Grant Agreement begins on the date this Grant Agreement is executed by the State, through final payment plus three (3) years unless otherwise terminated or amended as provided in this Grant Agreement. However, all work shall be completed by October 31, 2022 in accordance with the Schedule as set forth in Exhibit C and no funds may be requested after December 31, 2022.
- 3) **GRANT AMOUNT.** The maximum amount payable by the State under this Grant Agreement shall not exceed \$1,680,000.
- 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, for Proposition 1 funds and incurred after May 18, 2016, for Proposition 68 funds.
- 5) **BASIC CONDITIONS.** The State shall have no obligation to disburse money for the Project under this Grant Agreement until the Grantee has satisfied the following conditions (if applicable):
  1. Prior to execution of this Grant Agreement, selected applicants (Groundwater Sustainability Agency) for GSP Development projects must submit evidence of a notification to the public and DWR prior to initiating development of a GSP in compliance with California Code of Regulations, title 23, Section 350 et seq. (GSP Regulations) and Water Code Section 10727.8.
  2. The Grantee must demonstrate compliance with all eligibility criteria as set forth in the 2015 Grant Program Guidelines, 2017 Program Guidelines, and 2019 Program Guidelines for the Sustainable Groundwater Management (SGM) Grant Program.
  3. For the term of this Grant Agreement, the Grantee submits Quarterly Progress Reports, associated invoices, and invoice backup documentation within 60 days following the end of the calendar quarter (e.g. submitted by May 30, August 30, November 30, and February 28) and all other deliverables as required by Paragraph 16, "Submission of Reports" and Exhibit A.
  4. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State:

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

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

- c. A monitoring plan as required by Paragraph 18, "Monitoring Plan Requirements", if applicable for Implementation Components/Project(s).
- 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, project construction, and/or any other scope of work efforts as described in Exhibit A. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement.
- Costs that are not eligible for reimbursement include, but are not limited to, the following items:
1. Costs associated with the formation of a GSA(s).
  2. Costs, other than those noted above, incurred prior to the award date of this Grant.
  3. Costs for preparing and filing a grant application.
  4. Operation and maintenance costs, including post construction performance and monitoring costs.
  5. Purchase of equipment that is not an integral part of a project.
  6. Establishing a reserve fund.
  7. Purchase of water supplies.
  8. Monitoring and assessment costs for efforts required after project construction is complete.
  9. Replacement of existing funding sources for ongoing programs.

10. For all Proposition 68 grant funds, travel and per diem costs.
  11. Support of existing agency requirements and mandates (e.g., punitive regulatory agency requirement).
  12. 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 land purchased prior to the execution date of this Grant Agreement.
  13. Overhead and indirect costs. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee; non-project-specific accounting and personnel services performed within the Grantee's organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; and, generic overhead or markup. This prohibition applies to the Grantee and any subcontract or sub-agreement for work 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, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee via U.S. mail or Express mail delivery of a "wet signature" invoice or an electronic invoice certified and transmitted via DocuSign for costs incurred, including Local Cost Share, and timely Quarterly Progress Reports as required by Paragraph 16, "Submission of Reports." Payment will be made no more frequently than quarterly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Invoices must accompany a Quarterly Progress Report and shall be submitted within 60 days following the end of the calendar quarter (i.e. invoices due May 30, August 30, November 30, and February 28). 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:

1. Costs incurred for work performed in implementing the project during the period identified in the particular invoice.
2. 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.
3. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:
  - a. Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
  - b. Invoices must be itemized based on the categories (i.e., tasks) specified in the 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).
  - c. One set of sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
  - d. 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."

- e. Original signature and date (in ink) of the Grantee's Project Representative. Submit the original "wet signature" copy of the invoice form or an electronic signature certified and transmitted via DocuSign from the authorized representative to the address listed in Paragraph 23, "Project Representative."

All invoices submitted shall be accurate and signed under penalty of perjury. 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). 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 Exhibit D 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, 489-490.)

9) ADVANCED PAYMENT. Not applicable.

10) REPAYMENT OF ADVANCES. Not applicable.

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 13, "Continuing Eligibility," the portion that has been disbursed shall thereafter be repaid immediately with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State. The State may consider the Grantee's refusal to repay the requested disbursed amount a contract 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 will be in default under this Grant Agreement if any of the following occur:

1. 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;
2. Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement;
3. Failure to operate or maintain the Project in accordance with this Grant Agreement.
4. Failure to make any remittance required by this Grant Agreement, including any remittance recommended as a result of an audit conducted pursuant to Paragraph D. 5.
5. Failure to comply with Labor Compliance Plan requirements.
6. Failure to submit quarterly progress reports pursuant to Paragraph 8.
7. Failure to invoice the State pursuant to Paragraph 8.
8. 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:

9. Declare the funding be immediately repaid, with interest, which shall be equal to the State of California general obligation bond interest rate in effect at the time of the default.
10. Terminate any obligation to make future payments to the Grantee.
11. Terminate the Grant Agreement.
12. 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 must meet the following ongoing requirement(s) and all eligibility criteria outlined in the 2015 and 2019 Guidelines and 2017 and 2019 Proposal Solicitation Packages to remain eligible to receive State funds:
1. The Grantee must continue to demonstrate eligibility by continuing to be a GSA or a member agency of a GSA and the groundwater basin must continue to be an eligible basin as outlined in the 2015 and 2019 Guidelines and the 2017 and 2019 Proposal Solicitation Packages (PSPs).
  2. An urban water supplier that receives grant funds pursuant to this Grant Agreement must 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.) by doing the following:
    - a. Have submitted their 2015 UWMP and had it deemed consistent by DWR. If the 2015 UWMP has not been submitted to DWR funding disbursements to the urban water supplier will cease until the 2015 UWMP is submitted. If the 2015 UWMP is deemed inconsistent by DWR, the urban water supplier will be ineligible to receive funding disbursements until the inconsistencies are addressed and DWR deems the UWMP consistent. For more information, visit the following website: <https://www.water.ca.gov/Programs/Water-Use-And-Efficiency/Urban-Water-Use-Efficiency/Urban-Water-Management-Plans>.
    - b. All urban water suppliers must submit documentation that demonstrates they are meeting the 2015 interim gallons per capita per day (GPCD) target. If not meeting the interim target, the Grantee must submit a schedule, financing plan, and budget for achieving the GPCD target, as required pursuant to Water Code Section 10608.24. Urban water suppliers that did not meet their 2015 interim GPCD target must also submit annual reports that include a schedule, financing plan, and budget for achieving the GPCD target by June 30 of each year.
  3. An agricultural water supplier receiving grant funding must:
    - a. Comply with Sustainable Water Use and Demand Reduction requirements outlined in Water Code Section 10608, et seq. Submit to the State a schedule, financing plan, and budget for implementation of the efficient water management practices, required pursuant to Water Code Section 10608.48.
    - b. Have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR. To maintain eligibility and continue funding disbursements, an agricultural water supply must have their 2015 AWMP identified on the State's website. For more information, visit the following website: <https://www.water.ca.gov/Work-With-Us/Grants-And-Loans/Agriculture-Water-Use-Efficiency>.
  4. The Grantee diverting surface water must maintain compliance with diversion reporting requirements as outlined in Part 5.1 of Division 2 of the Water Code.
  5. If applicable, the Grantee must demonstrate compliance with the Groundwater Management Act set forth on pages 7 and 8 of the 2015 SGWP Grant Program Guidelines, dated October 2015.

6. Grantees that have been designated as monitoring entities under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program must maintain reporting compliance, as required by Water Code Section 10932 and the CASGEM Program.
- 14) PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS. The Grantee shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project(s). The Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental, procurement, and safety laws, rules, regulations, and ordinances. The Grantee shall provide copies of permits and approvals to the State.
- 15) RELATIONSHIP OF PARTIES. If applicable, the Grantee is 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 the State is solely for the purpose of proper administration of funds by the State and shall not be deemed to relieve or restrict responsibilities of the Grantee under this Grant Agreement.
- 16) SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to the State. All reports shall be submitted to the State's Project Manager, and shall be submitted via Department of Water Resources (DWR) "Grant Review and Tracking System" (GRanTS). If requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F. The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State of a Project Completion Report is a requirement for the release of any funds retained for such project.
1. Quarterly Progress Reports: The Grantee shall submit Quarterly Progress Reports to meet the State's requirement for disbursement of funds. Quarterly Progress Reports shall be uploaded via GRanTS, and the State's Project Manager notified of upload. The Grantee shall use the Quarterly Progress Reports template provided by the State's Project Manager that shall, in part, provide a brief description of the work performed, Grantees activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Quarterly Progress Report should be submitted to the State no later than four (4) months after the execution of the agreement, with future reports then due May 30, August 30, November 30, and February 28.
  2. Groundwater Sustainability Plan: The Grantee shall submit a Final Groundwater Sustainability Plan (GSP) to DWR by the date as specified per SGMA. The GSP shall be formatted, drafted, prepared, and completed as required by the GSP Regulations, and in accordance with any other regulations or requirements that are stipulated through SGMA.
  3. Coordination Agreement: The Grantee shall provide the State a copy of the executed Coordination Agreement, and any and all supporting documentation. This condition is only required in basins where GSAs develop multiple GSPs pursuant to Water Code section 10727(b)(3). Refer to the GSP Regulations for necessary details and requirements to prepare and submit a Coordination Agreement.
  4. 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."
  5. Component Completion Report: The Grantee shall prepare and submit to the State a separate Completion Report for each component included in Exhibit A, if applicable. The Grantee shall submit a Completion Report as outlined in Exhibit A. Each Completion Report shall include, in part, a description

of actual work done, any changes or amendments to each project, and a final schedule showing actual progress versus planned progress, copies of any final documents or reports generated or utilized during a project. The Completion Report shall also include, if applicable for Implementation Project(s), certification of final project by a registered civil engineer, consistent with Exhibit D. A "Certification of Project Completion" form will be provided by the State.

6. Grant Completion Report: Upon completion of the Project included in Exhibit A, the Grantee shall submit to the State a Grant Completion Report. The Grant Completion Report shall be submitted as outlined in Exhibits A and F. The Grant Completion Report shall include reimbursement status, a brief description of each component completed, and how those components will further the goals of the GSP and sustainable groundwater. Retention for the last component, or project, to be completed as part of this Grant Agreement will not be disbursed until the Grant Completion Report is submitted to be approved by the State.

- 17) OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects (pertinent to 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."
- 18) MONITORING PLAN REQUIREMENTS. Pertinent to Implementation Projects or Components, 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 items defined and listed in Exhibit K.
- 19) 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 (Wat. Code, § 10780 et seq.) and, where applicable, projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board. See Exhibit G for web links and information regarding other State monitoring and data reporting requirements.
- 20) NOTIFICATION OF STATE. The Grantee shall promptly notify the State, in writing, of the following items:
  1. 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.
  2. 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.

3. Applicable to Implementation Projects only, Final inspection of the completed work on a project by a Registered Professional (Civil Engineer, Engineering Geologist, or other State approved certified/license Professional), in accordance with Exhibit D. The Grantee shall notify the State's Project Manager of the inspection date at least 14 calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.
- 21) 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:
1. By delivery in person.
  2. By certified U.S. mail, return receipt requested, postage prepaid.
  3. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
  4. By electronic means.
  5. 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.
- 22) 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.
- 23) 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  
E-mail: [Arthur.Hinojosa@water.ca.gov](mailto:Arthur.Hinojosa@water.ca.gov)

East Bay Municipal Utility District  
Alexander R. Coate  
General Manager  
375 Eleventh St, MS 804  
Oakland, CA 94607-4240  
Phone: (510) 287-0101  
Email: [alexander.coate@ebmud.com](mailto:alexander.coate@ebmud.com)

Direct all inquiries to the Project Manager:

Department of Water Resources  
Dominic Gutierrez  
Division of Regional Assistance  
North Central Region Office  
3500 Industrial Boulevard  
West Sacramento, CA 95691  
Phone: (916) 376-9626  
E-mail: [Dominic.Gutierrez@water.ca.gov](mailto:Dominic.Gutierrez@water.ca.gov)

East Bay Municipal Utility District  
Kenneth K. Minn  
  
375 Eleventh St. MS 407  
Oakland, CA 94607-4240  
Phone: (510) 287-0668  
E-mail: [ken.minn@ebmud.com](mailto:ken.minn@ebmud.com)

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

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

Exhibit A – Work Plan

Exhibit B – Budget

Exhibit C – Schedule

Exhibit D – Standard Conditions

Exhibit E – Grantee Resolution

Exhibit F – Report Formats and Requirements

Exhibit G – Requirements for Data Submittal

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

Exhibit I – Local Project Sponsors (Not Used)

Exhibit J – Project Location

Exhibit K – Monitoring Plan

CB 5/15/2020

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

STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES

East Bay Municipal Utility District

  
\_\_\_\_\_

Arthur Hinojosa  
Chief, Division of Regional Assistance

Date 5/15/2020

Alexander R. Coate  
\_\_\_\_\_

Alexander R. Coate  
General Manager

Date 5/15/2020

Approved as to Legal Form and Sufficiency

Approved as to Legal Form and Sufficiency

James Herink For \_\_\_\_\_

Robin Brewer, Assistant Chief Counsel  
Office of Chief Counsel

Date 5/15/2020

Jon Salmon  
\_\_\_\_\_

Jon Salmon  
Attorney III

Date 5/15/2020

## EXHIBIT A WORK PLAN

**Project Title:** East Bay Plain Subbasin GSP Development

**Project Description:** The main objective of East Bay Plain GSP Development Project is to develop a GSP for the entire East Bay Plain Subbasin using the best available science.

### **Category (a): Grant Administration**

Prepare reports detailing work completed during reporting period as outlined in Exhibit (F) of this Agreement. Progress Reports will include sufficient information for DWR program manager to understand and review backup documentation submitted with invoices. Quarterly invoices should accompany the progress reports and should be submitted to the Project Manager for review to receive reimbursement on eligible funds per the grant agreement. Collect and organize backup documentation by task and prepare a summary excel document detailing contents of the backup documentation organized by task.

Prepare and submit the Environmental Information Form (EIF) within 30 days of the execution date of Amendment 1 of this Agreement. Submit a deliverable due date schedule within 30 days of the execution of Amendment 1 of this Agreement and any future amendments to be reviewed and approved by the DWR Project Manager. Any edits to the schedule must be approved by the DWR Grant Manager and the revised schedule saved in the appropriate project files.

Prepare the Draft Grant Completion Report and submit to DWR's Project Manager for comment and review 90 days before the Work Completion Date in Paragraph 2. DWR's Project Manager will review the Draft Grant Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Completion Report addressing the Project Manager's comments 30 days before the Work Completion Date in Paragraph 2. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements". All deliverables listed within the Work Plan shall be submitted prior to the Final Completion Report as outlined in the approved deliverable due date schedule.

#### Deliverables:

- Deliverable due date schedule
- Quarterly progress reports and invoices
- Draft and final grant completion report
- Environmental Information Form (EIF)

### **Category (b): Stakeholder Engagement**

Prepare and implement the East Bay Plain Subbasin Stakeholder Communication and Engagement (C&E) Plan. Engage and gather input from stakeholders through technical advisory committee, interbasin working group, and public meetings. Post meeting notices and project updates using social media, GSA webpages, and mailing lists.

Prepare presentations, status updates, and meeting summaries including responses to issues or concerns raised by stakeholders.

#### Deliverables:

- Stakeholder C&E Plan
- Presentation materials, meeting agendas and summaries including responses to stakeholder issues and concerns
- Screen shots of social media and website posts and copies of mailings

**Category (c): Planning Activities**

Develop a governance agreement outlining legally binding structure of GSP development and implementation, decision making, dispute resolution, and funding.

Deliverables:

- Memorandum of Understanding between City of Hayward and East Bay Municipal Utility District for coordination and cooperation related to the sustainable groundwater management of the East Bay Plain Subbasin
- Cooperating Agreement between East Bay Municipal Utility District and City of Hayward for development of a groundwater sustainability plan for the East Bay Plain Subbasin

**Category (d): GSP Development****Task 1: East Bay Plain Groundwater Model (EBPGM)**

Develop the EBPGM and prepare model input files from the collected data and the geologic framework model. Initial model parameters will be selected based on review and analysis of existing data in the southern portion of the Subbasin and new data collected as part of this GSP effort mainly in the northern portion of the Subbasin.

Subtask 1.1: Data Syntheses and Analysis

Collect and review all available data that will be needed to develop an integrated hydrologic model (groundwater model) for the East Bay Plain Subbasin. Previous geologic and hydrologic work that has been performed in the Subbasin will be compiled and integrated. Coordinate with various stakeholders and research institutions to obtain additional data sets for the basin and identify data gaps through the process of gathering, synthesizing, and analyzing both new and existing data.

Deliverables:

- Data syntheses and analysis technical memorandum

Subtask 1.2: Conceptual Hydrogeologic Model Development

Develop a single conceptual hydrologic model showing high-level representation of the groundwater flow system and detailing all the water budget components (or stresses) in the Subbasin. Incorporate the new information obtained in Task 1.1 to define the characteristics of the Subbasin. Develop a 3D geologic framework to define the stratigraphy and connectivity of each geologic layer in the Subbasin. The geologic framework development will utilize collected data and previous geologic investigations in the Subbasin. The geologic model will be constructed based on the geologic framework so that it can easily be incorporated into and define the aquifer properties of an integrated hydrologic model.

Deliverables:

- Conceptual hydrologic 3D geologic framework model

Subtask 1.3: Groundwater Model Objectives and Selection

Establish the objectives and purpose of the groundwater model to select the appropriate model that will best quantify the water budget, determine the sustainable yield, and evaluate the sustainability indicators in the Subbasin.

Deliverables:

- Technical memorandum describing the model

Subtask 1.4: Uncertainty Analysis of East Bay Plain Groundwater Model

Construct, calibrate, and validate the EBPGM and use findings from Tasks 1.1 through 1.3 to construct the groundwater model for the Subbasin. After initial construction, the model will be calibrated and validated to determine the uncertainty in the model. Use model calibrating software to assist with the calibration process and quantify the uncertainty in the estimated parameter values.

Deliverables:

- Groundwater flow model

Subtask 1.5: Baseline and Alternative Management Scenarios

Develop a baseline model to forecast future hydrologic conditions in the Subbasin. Develop scenarios that simulate proposed water management actions and the potential impacts of these actions. Compare model outputs from the scenarios to the baseline data to evaluate the hydrologic effects of the proposed water management actions.

Deliverables:

- Tabulated comparison data of model

Subtask 1.6: Document and Archive EBPGM

Document and archive the modeling work, the EBPGM development, and results from Tasks 1.1 through 1.5 in a technical memorandum.

Deliverables:

- Technical memorandum

**Task 2: Preparation of the East Bay Plain Subbasin GSP**

Develop the Groundwater Sustainability Plan for entire East Bay Plain Subbasin (Subbasin) consistent with the GSP regulations, using the best available science, and relying on the sustainable yield and future scenario output of the model developed in Task 1.

Subtask 2.1: General Information, Plan Area and Subbasin Setting, Stakeholder Community and Engagement, and Monitoring

Document the background information, the hydrogeologic setting, and the stakeholder C&E efforts conducted during the GSP development process.

Background information will include a description of the Subbasin and GSP coverage area, information about the GSAs, organization and management structure of the GSAs, and legal authority. Use DWR guidance and documentation to describe the GSP implementation process and periodic evaluation requirements. Develop detailed information on estimated implementation costs and funding mechanisms to meet the costs.

Describe the conceptual hydrogeologic model from Subtask 1.2 along with historical and current groundwater conditions, water budget, sustainable yield and uncertainty analysis developed by the EBPGM. Apply the modeling efforts to assess groundwater sustainability elements, including potential saline water intrusion, migration of existing contaminant plumes, reduction in groundwater storage, and impacts to groundwater dependent ecosystems that are reliant upon interconnected surface and groundwater. Document the results of the future scenarios and identify the designated management areas. Discuss details relevant to the sustainable management actions for each area as suggested by the model output.

Describe the existing and planned groundwater level monitoring, CASGEM monitoring, subsidence monitoring, and water quality monitoring under permit compliance. Explain the integration of these monitoring programs into proposed water resources monitoring and management programs.

Document the stakeholder communication and outreach efforts for groundwater users, interested parties, environmental interests, and the public.

Deliverables:

- Draft applicable GSP sections, including administrative information, basin setting, and monitoring networks.

### Subtask 2.2: Sustainable Management Criteria and Management Actions

Define the sustainable management criteria, undesirable effects, measurable objectives, and minimum thresholds for the Subbasin. Describe and quantify the sustainability goals/indicators and associated minimum thresholds factored by reasonable margins of safety for each goal.

Describe the measurable objectives to evaluate meeting interim milestones. Designate management areas as needed based on beneficial uses, water quality objectives, jurisdictional boundaries, and/or relevant measurable objectives for specific management. Evaluate and describe projects and management actions designed to achieve measurable objectives.

#### Deliverables:

- Draft applicable GSP sections including Sustainable Management Criteria and Management Actions.

### Subtask 2.3: GSP Implementation Plan Development

Review technical studies and investigations to define the current state of the basin's hydrogeological characteristics as well as data gaps, monitoring needs, and need for additional studies to develop a phased implementation plan. Designate, define, and delineate management areas as needed to implement relevant monitoring and management actions for each area based on the findings from the completed investigations.

Once the sustainable groundwater management actions and specific projects are defined, prepare a project development plan, complete with scope of work, planned budget, implementation schedule, periodic evaluation, and reporting for each project or study.

#### Deliverables:

- Implementation work plan

### Subtask 2.4: Review of draft GSP and Finalizing the GSP

Review the draft GSP, perform final quality assurance/quality control assessment of data accuracy and interpretation, organization of the GSP, consistency, correctness, and need to incorporate editorial changes. The GSP will be finalized and submitted for public comment and DWR's review. All references, citations, and studies as well as documents for appendices will be compiled and documented. Submit the adopted GSP that meets the GSP regulations and DWR requirements to the SGMA GSP Submittal Portal and submit the email response to DWR's Project Manager.

#### Deliverables:

- Adopted GSP
- Proof of adopted GSP submitted to DWR

### **Task 3: Monitoring Well Installation and Geophysical Investigation**

Design, plan, and construct a minimum of 12 monitoring wells in 5 locations within the subbasin. Of these 12 monitoring wells: Install 6 nested monitoring wells in the southern portion of the Subbasin to a depth of approximately 600 feet and collect samples every 10 feet. Install 2 nested monitoring wells in the northern portion of the Subbasin to a depth of approximately 300 feet and collect samples every 10 feet. Install 4 shallow nested monitoring wells in the northern portion of the Subbasin to a depth of approximately 100 feet and collect samples every 5 feet. Complete all necessary permitting and environmental documentation, as needed, to develop the design plans for the monitoring wells. Submit the well completion reports to DWR. Prepare a technical memorandum summarizing the well installation and geophysical investigation.

#### Deliverables:

- Permit(s), access agreements (if needed), and environmental documentation
- Well completion reports

- Technical memorandum summarizing well installation and geophysical investigation

#### **Task 4: Regional Aquifer Tests**

Conduct two regional aquifer tests with one test in the southern portion and one in the northern portion of the Subbasin: the Hayward Well A in the southern portion and a production well near Contra Costa College. Continuously pump the wells for 14 days and monitor the surrounding groundwater levels. Analyze the data and develop the hydraulic parameters to obtain a better understanding of the Subbasin boundary conditions to use in the groundwater model development. Obtain any permits and environmental documentation, as needed.

##### Deliverables:

- Permits and environmental documentation, as needed
- Technical memorandum summarizing aquifer tests

#### **Task 5: Isotopic Analysis**

Analyze isotopic compositions of surface water to identify surface water-groundwater interaction in local streams where groundwater dependent ecosystems (GDEs) are located. Investigate interbasin hydrogeologic communication between Niles Cone and East Bay Plain Subbasins and evaluate the isotopic boundary conditions.

##### Deliverables:

- Technical memorandum summarizing isotope analyses and findings
- Environmental documentation, as needed

#### **Task 6: Data Management System (DMS)**

Develop a DMS to function as the authoritative data management repository for the East Bay Plain GSP to provide data management, secure information storage/backup, and data access to support the internal management and analysis needed for annual GSP reporting and 5-year updates.

##### Deliverables:

- Technical memorandum summarizing development of DMS

## EXHIBIT B BUDGET

Project Name: **East Bay Plain Subbasin GSP Development**

Grantee: **East Bay Municipal Utility District**

Grant serves a need of a Disadvantaged Area?: **Yes**

Local Cost Share Required: **Round 2 – 25%, Round 3 – 15%**

BUDGET CATEGORIES	Round 2 Grant Amount	Round 2 Local Cost Share	Round 2 % Local Cost Share	Round 3 Grant Amount <sup>1</sup>	Round 3 Local Cost Share	Round 3 % Local Cost Share	Total Cost
(a) Grant Administration	\$0	\$0		\$80,000	\$14,000		<b>\$94,000</b>
(b) Stakeholder Engagement	\$0	\$162,000		\$0	\$0		<b>\$162,000</b>
(c) Planning Activities	\$0	\$150,000		\$0	\$0		<b>\$150,000</b>
(d) GSP Development	\$1,000,000	\$192,500		\$600,000	\$120,000		<b>\$1,912,500</b>
<b>TOTAL PROJECT:</b>	<b>\$1,000,000</b>	<b>\$504,500</b>	<b>33%</b>	<b>\$680,000</b>	<b>\$134,000</b>	<b>15%</b>	<b>\$2,318,500</b>

**NOTES:**

<sup>1</sup>Grantee was awarded a total of \$758,467 in grant funds; however, \$78,467 of those funds are contingent upon future appropriation of Proposition 1 funding. The Agreement will require an amendment after July 1, 2021 when the funds are reappropriated and readily available to encumber.

## EXHIBIT C SCHEDULE

Project Name: **East Bay Plain Subbasin GSP Development**

Categories	Start Date <sup>1</sup>	End Date <sup>1</sup>
(a) Grant Administration	07/03/17	10/31/22
(b) Stakeholder Engagement	10/05/15	01/31/22
(c) Planning Activities	10/02/17	10/28/21
(d) GSP Development	6/29/18	10/31/22

**NOTES:**

<sup>1</sup>Exhibit C Schedule only dictates the work start date and the work end date for the Budget Category listed. The Grantee should refer to the Deliverable Due Date Schedule that has been approved by the DWR Grant Manager to obtain the estimated due date for the deliverables listed in Exhibit A. The dates listed in Exhibit C Schedule are date ranges that correlates to the activities listed within that Budget Category in Exhibit A. Eligible costs for each Budget Category will only be approved if the work completed falls within the date ranges listed in Exhibit C.

**EXHIBIT D**  
**STANDARD CONDITIONS****D.1) ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:**

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

**D.2) ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE:** The Grantee shall include appropriate 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 the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Proposition 68), and through an agreement with the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

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

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

**D.5) AUDITS:** The State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of the Project, with the costs of such audit borne by the State. After completion of the Project, the State may require the Grantee to conduct a final audit to the State's specifications, at the Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by the Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and the State may elect to pursue any remedies

provided in Paragraph 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, subject to paragraph D.9.

Pursuant to Government Code Section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Grant Agreement with respect of all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of the Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement. If an audit reveals any impropriety, the Bureau of State Audits or the State Controller's Office may conduct a full audit of any or all of the Funding Recipient's activities. (Wat. 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 the State to make any payments under this Grant Agreement. In this event, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement and the Grantee shall not be obligated to perform any provisions of this Grant Agreement. Nothing in this Grant Agreement shall be construed to provide the Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Grant Agreement with no liability occurring to the State, or offer a Grant Agreement amendment to the Grantee to reflect the reduced amount.
- D.7) **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 Grant Agreement shall not proceed until documents that satisfy the CEQA process are received by the State's Project Manager and the State has completed its CEQA compliance. Work funded under the Grant Agreement subject to a CEQA document shall not proceed until and unless approved by the State Project Manager. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once the State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 12.
- 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. The State and the Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
- D.10) **COMPETITIVE BIDDING AND PROCUREMENTS:** The Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by the State

under this Grant Agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.

- D.11) **COMPUTER SOFTWARE:** The Grantee certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.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 DWR to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.13) **DELIVERY OF INFORMATION, REPORTS, AND DATA:** The Grantee agrees to expeditiously provide throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by the State.
- D.14) **DISPOSITION OF EQUIPMENT:** The Grantee shall provide to the State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by the State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory the State shall provide the Grantee with a list of the items on the inventory that the State will take title to. All other items shall become the property of the Grantee. The State shall arrange for delivery from the Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by the State.
- D.15) **DRUG-FREE WORKPLACE CERTIFICATION:** Certification of Compliance: By signing this Grant Agreement, the Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of

1990 (Gov. Code § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code Section 8355.
  - b) Establish a Drug-Free Awareness Program, as required by Government Code Section 8355 to inform employees, contractors, or subcontractors about all of the following:
    - i) The dangers of drug abuse in the workplace,
    - ii) The Grantee's policy of maintaining a drug-free workplace,
    - iii) Any available counseling, rehabilitation, and employee assistance programs, and
    - iv) Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
  - c) Provide, as required by Government Code Section 8355, that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
    - i) Will receive a copy of the Grantee's drug-free policy statement, and
    - ii) Will agree to abide by terms of the Grantee's condition of employment, contract or subcontract.
- D.16) **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 can result in termination of this Agreement.
- D.17) **FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL:** Upon completion of the Project, the Grantee shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist, that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement.
- D.18) **GRANTEE'S RESPONSIBILITY.** The 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 Project Exhibit B and Exhibit C.
  - b) Must maintain eligibility requirements as outlined in the 2015 and 2019 Guidelines and the 2017 and 2019 PSPs.
  - c) Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Grantee in the application, documents, amendments, and communications filed in support of its request for funding.

- d) Comply with all applicable California, federal, and local laws and regulations.
  - e) Implement the Project in accordance with applicable provisions of the law.
  - f) Fulfill its obligations under the Grant Agreement and be responsible for the performance of the Project.
  - g) Obtain any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. The Grantee shall provide copies of permits and approvals to the State.
  - h) Be solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by the State is solely for the purpose of proper administration of funds by the State and shall not be deemed to relieve or restrict responsibilities of the Grantee under this Agreement.
  - i) Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Grant Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
- D.19) **GOVERNING LAW:** This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.20) **INCOME RESTRICTIONS:** The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement.
- D.21) **INDEMNIFICATION:** The Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, and any breach of this Agreement. The Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- D.22) **INDEPENDENT CAPACITY:** The Grantee, and the agents and employees of the Grantees, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.23) **INSPECTION OF BOOKS, RECORDS, AND REPORTS:** During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by the Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and the State may withhold disbursements to the Grantee or take any other action it deems necessary to protect its interests.
- D.24) **INSPECTIONS OF PROJECT BY STATE:** The State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any subcontracts, and the Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with the State.
- D.25) **LABOR CODE COMPLIANCE:** The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this

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

- D.26) **MODIFICATION OF OVERALL WORK PLAN:** At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of 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 less than 20 percent (20%) of any line item within 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.27) **NONDISCRIMINATION:** During the performance of this Grant Agreement, the Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medial and family care leave or pregnancy disability leave. The Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing the California Fair Employment and Housing Act are incorporated into this Agreement by reference. The Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.
- D.28) **OPINIONS AND DETERMINATIONS:** Where the terms of this Grant Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.29) **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.30) **PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with the Grantee's service of water, without prior permission of the State. The Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of the Grantee to meet its obligations under this

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

- D.31) 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.32) 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 Project Report is approved. 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. Any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest, upon completion of the Project or an approved Component upon request.
- D.33) RIGHTS IN DATA: The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to the State for financial support. The Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.34) 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.35) SUSPENSION OF PAYMENTS: This Grant Agreement may be subject to suspension of payments or termination, or both if the State determines that:
- a) The Grantee, its contractors, or subcontractors have made a false certification, or
  - b) The Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant Agreement.
- D.36) SUCCESSORS AND ASSIGNS: This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as the State may impose.
- D.37) TERMINATION BY GRANTEE: Subject to State approval which may be reasonably withheld, the Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, the Grantee must provide a reason(s) for termination. The Grantee must submit all progress reports summarizing accomplishments up until termination date.
- D.38) TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 12, the State may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 12.
- D.39) 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.40) 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.41) TIMELINESS: Time is of the essence in this Grant Agreement.
- D.42) TRAVEL – DAC, EDA, or SDAC PROJECT/COMPONENT: If a Project/Component obtains a DAC, EDA, or SDAC Cost Share Waiver, the Grantee may submit travel and per diem costs for eligible reimbursement with State funds. Travel includes the reasonable and necessary costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Grant Agreement. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State. All travel approved expenses will be reimbursed at the percentage rate of the DAC, EDA, or SDAC Cost Share Waiver. For example, if the Grantee obtains a 100% Waiver, 100% of all approved travel expenses can be invoiced for reimbursement. If the Grantee obtains a 50% Waiver, only 50% of eligible travel expenses will be reimbursed by these grant funds.
- D.43) TRAVEL – NON-DAC, EDA, or SDAC PROJECT/COMPONENT: The Grantee agrees that travel and per diem costs shall NOT be eligible for reimbursement with State funds, unless the Grantee's service area is considered a DAC, EDA, or SDAC. The Grantee also agrees that travel and per diem costs shall NOT be eligible for computing Grantee Local Cost Share. Travel includes the costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Grant Agreement. Travel costs CANNOT be reimbursed with Proposition 68 funds and only applies to the Proposition 1 funds provided in this Grant Agreement.
- D.44) UNION ORGANIZING: The Grantee, by signing this Grant Agreement, hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this Grant Agreement. Furthermore, the Grantee, by signing this Grant Agreement, hereby certifies that:
- a) No State funds disbursed by this Grant Agreement will be used to assist, promote, or deter union organizing.
  - b) The Grantee shall account for State funds disbursed for a specific expenditure by this Grant Agreement to show those funds were allocated to that expenditure.
  - c) The Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
  - d) If the Grantee makes expenditures to assist, promote, or deter union organizing, the Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that the Grantee shall provide those records to the Attorney General upon request.
- D.45) 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.46) WAIVER OF RIGHTS: None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

**EXHIBIT E**  
**AUTHORIZING RESOLUTION ACCEPTING FUNDS**

RESOLUTION NO. 35060-17

AUTHORIZING AN APPLICATION TO THE CALIFORNIA DEPARTMENT OF WATER RESOURCES FOR A SUSTAINABLE GROUNDWATER PLANNING GRANT PURSUANT TO THE WATER QUALITY, SUPPLY, AND INFRASTRUCTURE IMPROVEMENT ACT OF 2014 (PROPOSITION 1) AND DESIGNATING AN AUTHORIZED REPRESENTATIVE TO EXECUTE A GRANT AGREEMENT

Introduced by Director Colman ; Seconded by Director Linney

WHEREAS, the East Bay Municipal Utility District (District) is a public agency formed under the Municipal Utility District Act that provides water service to approximately 1.4 million customers in Alameda County and Contra Costa County; and

WHEREAS, pursuant to the Sustainable Groundwater Management Act (SGMA), the District is the exclusive Groundwater Sustainability Agency (GSA) for that portion of the East Bay Plain Subbasin of the Santa Clara Valley Basin (East Bay Plain Subbasin) located north of the City of Hayward; and

WHEREAS, the District is responsible as a GSA to coordinate and develop a Groundwater Sustainability Plan (GSP) for the East Bay Plain Subbasin by January 31, 2022; and

WHEREAS, the California Department of Water Resources (DWR) administers the Sustainable Groundwater Planning Grant Program, which provides funds under Proposition 1 (2014) for GSP development projects and other projects that develop and implement sustainable groundwater planning; and

WHEREAS, the District is eligible as a GSA within the East Bay Plain Subbasin to apply for up to \$1,000,000 in Proposition 1 funds to fund GSP development within the subbasin; and

WHEREAS, the City of Hayward (City) is the exclusive GSA for a separate portion of the East Bay Plain Subbasin within its jurisdictional boundaries; and

WHEREAS, on July 25, 2017, the Board of Directors authorized District staff to enter into a memorandum of understanding with the City in which the District agreed to apply for a GSP development grant on behalf of the East Bay Plain Subbasin and, if the application is successful, to enter into a grant agreement and administer the grant, and the City agreed to devote resources to support the District's grant application and its obligations under the grant agreement; and

WHEREAS, sustainable groundwater management activities within the East Bay Plain Subbasin remain in the planning phase and have not yet been sufficiently defined to allow for analysis under the California Environmental Quality Act (CEQA), the application for Proposition 1 grant funding is a type of governmental fiscal activity that does not constitute a project under CEQA as per CEQA Guideline section 15378(b)(4), the application for a Proposition 1 grant does not commit

the District to a definite course of action regarding sustainable groundwater management measures, and GSP preparation and adoption is exempt from CEQA requirements under Water Code section 10728.6;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the East Bay Municipal Utility District hereby authorizes the General Manager to submit an application, in a form approved by the Office of General Counsel, to the California Department of Water Resources for up to \$1,000,000 in Proposition 1 grant funding under the 2017 Sustainable Groundwater Planning Grant Program, to assist in funding the development of a coordinated Groundwater Sustainability Plan for the East Bay Plain Subbasin.

BE IT FURTHER RESOLVED that if the East Bay Municipal Utility District is offered such grant funding, the General Manager shall review the terms and conditions of any grant agreement presented by the California Department of Water Resources and, subject to the Office of General Counsel's approval of the grant agreement as to form, the General Manager is hereby authorized to execute said grant agreement and accept the funds.

ADOPTED this 12th day of September, 2017 by the following vote:

- AYES: Directors Coleman, Katz, Linney, Mellon, Patterson, Young and President McIntosh.
- NOES: None.
- ABSENT: None.
- ABSTAIN: None.



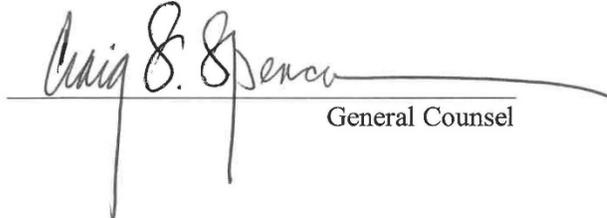
\_\_\_\_\_  
President

ATTEST:



\_\_\_\_\_  
Secretary

APPROVED AS TO FORM AND PROCEDURE:



\_\_\_\_\_  
General Counsel

RESOLUTION NO. 35157-19

AUTHORIZING AN APPLICATION TO THE CALIFORNIA DEPARTMENT OF WATER  
RESOURCES FOR A SUSTAINABLE GROUNDWATER MANAGEMENT GRANT  
PURSUANT TO THE CALIFORNIA DROUGHT, WATER, PARKS, CLIMATE, COASTAL  
PROTECTION, AND OUTDOOR ACCESS FOR ALL ACT OF 2018 (PROPOSITION 68)  
AND DESIGNATING AN AUTHORIZED REPRESENTATIVE  
TO EXECUTE A GRANT AGREEMENT

Introduced by Director **Coleman** ; Seconded by Director **Linney**

WHEREAS, the East Bay Municipal Utility District (District) is a public agency formed under the Municipal Utility District Act that provides water service to approximately 1.4 million customers in Alameda County and Contra Costa County; and

WHEREAS, pursuant to the Sustainable Groundwater Management Act (SGMA), the District is the exclusive Groundwater Sustainability Agency (GSA) for the portion of the East Bay Plain Subbasin of the Santa Clara Valley Groundwater Basin (East Bay Plain Subbasin) north of the City of Hayward (Hayward); and

WHEREAS, the District is responsible as a GSA to coordinate and develop a Groundwater Sustainability Plan (GSP) for the East Bay Plain Subbasin by January 31, 2022; and

WHEREAS, the California Department of Water Resources (DWR) administers the Sustainable Groundwater Management Grant Program, which provides funds for sustainable groundwater planning and implementation projects through a competitive grant solicitation process, including GSP development and implementation projects; and

WHEREAS, the District was awarded \$1,000,000 in grant funding from DWR in 2018 under the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1); and

WHEREAS, the District is eligible as a GSA within the East Bay Plain Subbasin to apply for up to \$1,000,000 in additional "Round 3" grant funding via Proposition 68 for GSP development within the East Bay Plain Subbasin; and

WHEREAS, Hayward is the exclusive GSA for a separate portion of the East Bay Plain Subbasin within its jurisdictional boundaries; and

WHEREAS, on May 22, 2018, the Board of Directors authorized District staff to enter into a Cooperating Agreement with Hayward in which the two GSAs committed to working together cooperatively to develop a single GSP for the entire Subbasin, and outlined a framework for sharing costs and a grant administration process; and

WHEREAS, sustainable groundwater management activities within the East Bay Plain Subbasin remain in the planning phase and have not yet been sufficiently defined to allow for analysis under the California Environmental Quality Act (CEQA), the application for Proposition 68 grant funding is a type of governmental fiscal activity that does not constitute a project under CEQA as per CEQA Guideline section 15378(b)(4), the application for a Proposition 68 grant does not commit the District to a definite course of action regarding sustainable groundwater management measures, and GSP preparation and adoption is exempt from CEQA requirements under Water Code section 10728.6;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the East Bay Municipal Utility District hereby authorizes the General Manager to submit an application, in a form approved by the Office of General Counsel, to the California Department of Water Resources for up to \$1,000,000 in "Round 3" Proposition 68 grant funding under the Sustainable Groundwater Management Grant Program, to assist in funding the development of a coordinated Groundwater Sustainability Plan for the East Bay Plain Subbasin.

BE IT FURTHER RESOLVED that if the East Bay Municipal Utility District is offered such grant funding, the General Manager shall review the terms and conditions of any grant agreement presented by the California Department of Water Resources and, subject to the Office of General Counsel's approval of the grant agreement as to form, the General Manager is hereby authorized to execute said grant agreement and accept the funds.

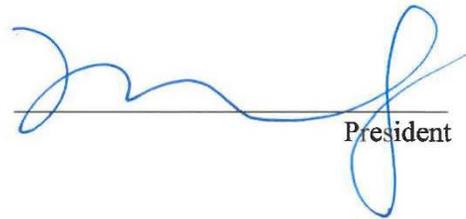
ADOPTED this 22nd day of October, 2019 by the following vote:

AYES: **Directors Coleman, Katz, Linney, McIntosh, Patterson, and President Young.**

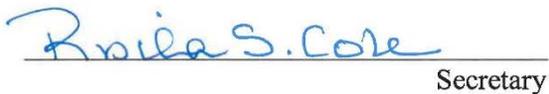
NOES: **None.**

ABSENT: **Director Mellon.**

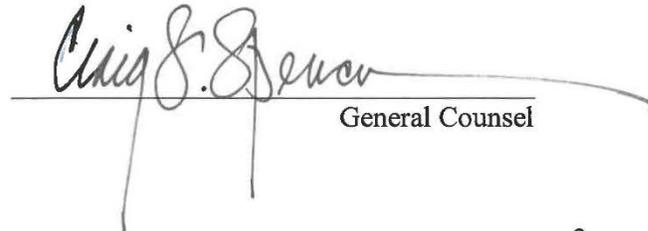
ABSTAIN: **None.**

  
\_\_\_\_\_  
President

ATTEST:

  
\_\_\_\_\_  
Secretary

APPROVED AS TO FORM AND PROCEDURE:

  
\_\_\_\_\_  
General Counsel

## **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 the Project, or each component, discuss the following at the task level, as organized in Exhibit A:

- Percent complete estimate.
- 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.

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.

#### **COMPLETION REPORT**

The Completion Report shall generally use the following format provided below for each Component or 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.
- Description of actual work completed and any deviations from Exhibit A. List any official amendments to this Grant Agreement, with a short description of the amendment.

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

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

- A copy of the Groundwater Sustainability Plan (GSP) that meets all the requirements of the GSP Regulations (for GSP Development Projects), or verification (e.g., acceptance email, or other approved documentation from SGMA), that the GSP was submitted to DWR as required.
- A copy of any final technical report or study, produced for or utilized in this Project as described in the Work Plan
- Electronic copies of any data collected, not previously submitted
- Discussion of problems that occurred during the work and how those problems were resolved
- Final Component schedule showing actual progress versus planned progress

Additional information that may be applicable for Implementation Projects and/or Components includes the following:

- As-built drawings
- Final geodetic survey information
- Project or Component 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 Component, with quantification of such benefits provided, applicable for Implementation Components.
- A final project schedule showing actual progress versus planned progress as shown in Exhibit C.
- Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate) that the project was conducted in accordance with the approved work plan and any approved modifications thereto.

### **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 in the SGWP Grant Program funded by this Grant Agreement, and includes the following:

#### **Executive Summary**

The Executive Summary consists of a maximum of ten (10) pages summarizing information for the grant as well as the individual components.

#### **Reports and/or products**

- Brief comparison of work proposed in the original 2017 SGWP Grant application and actual work done.
- Brief description of the Project or components completed and how they achieve either or both of the following:
  - Serve SDAC(s) and support groundwater sustainability planning and management in the basin (Implementation Projects); and/or
  - Support planning, development, and/or preparation of GSP(s) that will comply with and meet the requirements of the GSP Regulations (GSP Development Projects).
- Identify remaining work and mechanism for their implementation (Implementation Projects).
- If applicable (e.g., if a DAC, EDA, or SDAC Cost Share Waiver was approved), a discussion of the benefits to DAC, EDA, and/or SDAC as part of this Grant Agreement.

#### **Cost & Disposition of Funds Information**

- A summary of final funds disbursement for the Project, or each component.

#### **Additional Information**

- Summary of the submittal schedule for the Post Performance Reports applicable for the Project, or each of the components in this Grant Agreement.

## EXHIBIT G

### REQUIREMENTS FOR DATA SUBMITTAL

#### **Surface and Groundwater Quality Data:**

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

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

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

#### **Groundwater Level Data**

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

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

The following provides a list of documents typically required by State Auditors and general guidelines for Grantees. List of documents pertains to both State funding and the Grantee's Cost Share and details the documents/records that State Auditors would need to review in the event of this Grant Agreement is audited. Grantees should ensure that such records are maintained for 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 the Grantee's receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Grant Agreement reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

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

Project Files:

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

**Cost Share Guidelines**

Cost Share consists of non-State funds, including in-kind services. In-kind services are defined as work performed (i.e., dollar value of non-cash contributions) by the Grantee (and potentially other parties) directly related to the execution of the funded project. Examples include volunteer services, equipment use, and use of facilities. The cost of in-kind service can be counted as cost share in-lieu of actual funds (or revenue) provided by the Grantee. Other cost share and in-kind service eligibility conditions may apply. Provided below is guidance for documenting cost share with and without in-kind services.

1. Although tracked separately, in-kind services shall be documented and, to the extent feasible, supported by the same methods used by the Grantee for its own employees. Such documentation should include the following:
  - a. Detailed description of the contributed item(s) or service(s)
  - b. Purpose for which the contribution was made (tied to project work plan)
  - c. Name of contributing organization and date of contribution
  - d. Real or approximate value of contribution. Who valued the contribution and how was the value determined? (e.g., actual, appraisal, fair market value, etc.). Justification of rate. (See item #2, below)
  - e. Person's name and the function of the contributing person
  - f. Number of hours contributed
  - g. If multiple sources exist, these should be summarized on a table with summed charges
  - h. Source of contribution if it was provided by, obtained with, or supported by government funds
2. Rates for volunteer or in-kind services shall be consistent with those paid for similar work in the Grantee's organization. For example, volunteer service of clearing vegetation performed by an attorney shall be valued at a fair market value for this service, not the rate for professional legal services. In those instances in which the required skills are not found in the recipient organization, rates shall be consistent with those paid for similar work in the labor market. Paid fringe benefits that are reasonable, allowable and allocable may be included in the valuation.
3. Cost Share contribution (including in kind services) shall be for costs and services directly attributed to activities included in the Grant Agreement. These services, furnished by professional and technical

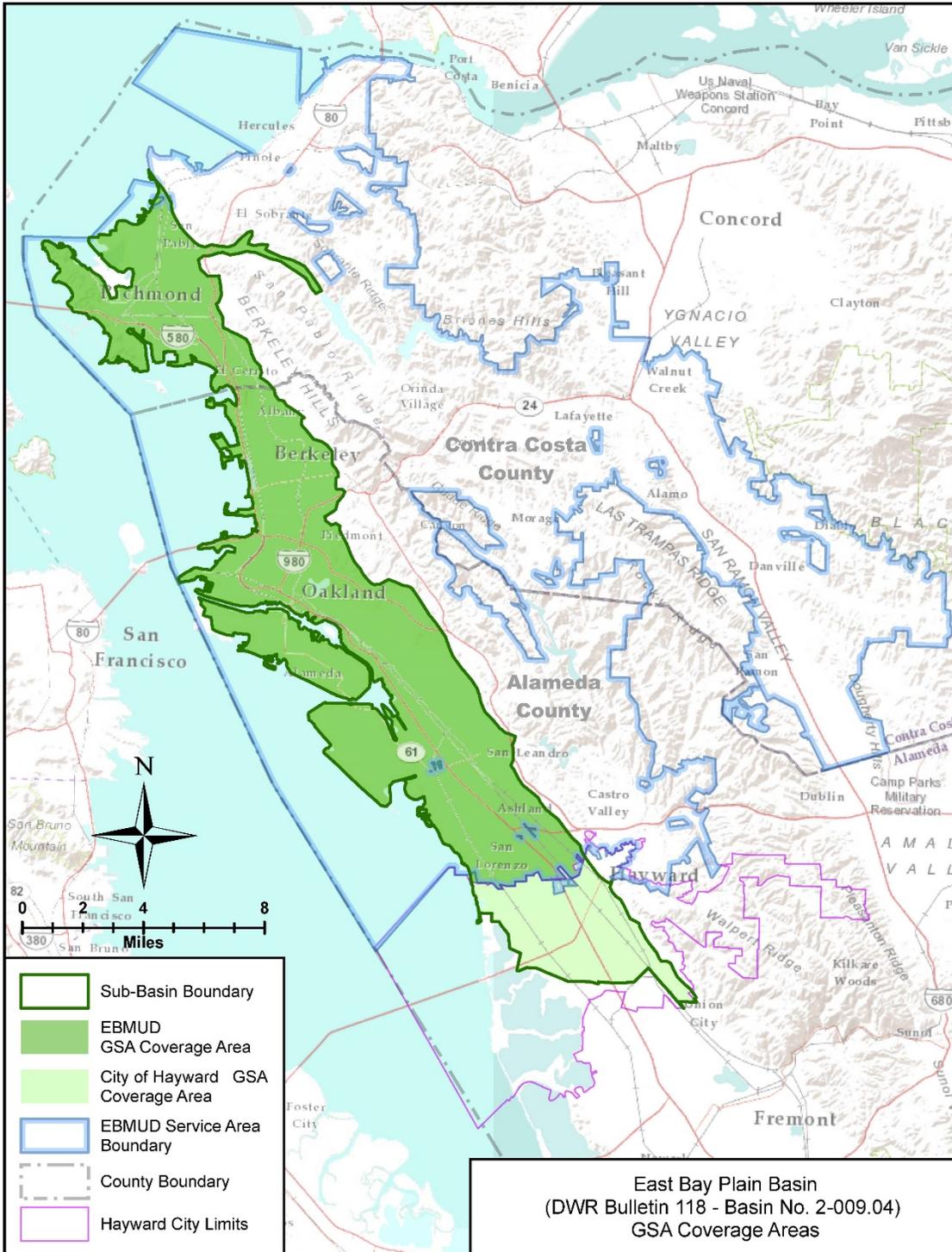
personnel, consultants, and other skilled and unskilled labor may be counted as in-kind if the activities are an integral and necessary part of the project funded by the Grant Agreement.

4. Cash contributions made to a project shall be documented as revenue and in-kind services as expenditure. These costs should be tracked separately in the Grantee's accounting system.

**EXHIBIT I**  
**LOCAL PROJECT SPONSORS (NOT USED)**

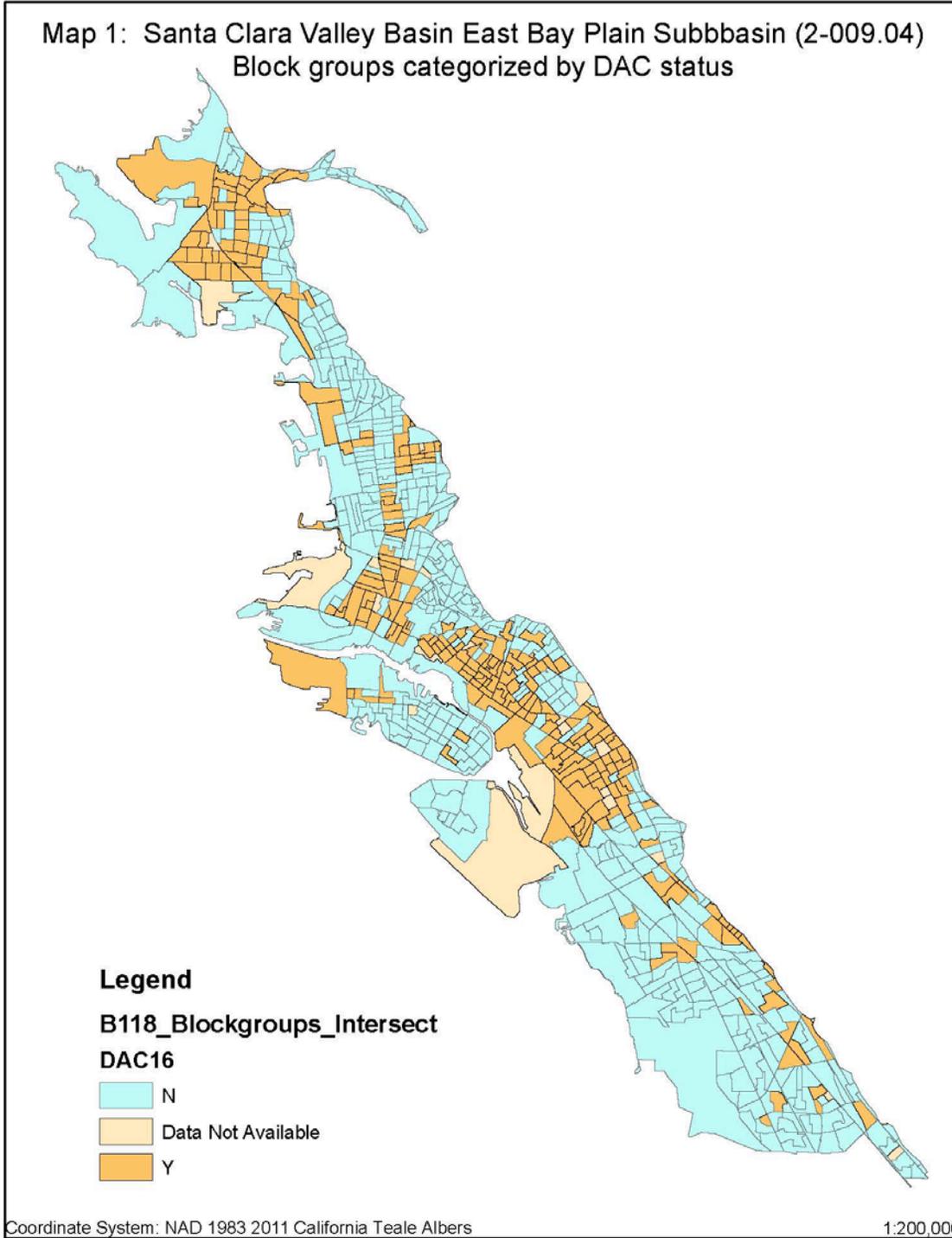
### EXHIBIT J PROJECT LOCATION

Project Location Map:



East Bay Plain Basin  
(DWR Bulletin 118 - Basin No. 2-009.04)  
GSA Coverage Areas

DACs, EDAs, or SDACs within the project area:



## EXHIBIT K

### MONITORING PLAN

#### Introduction

- Goals and objectives of project
- Site location and history
- Improvements implemented

#### Monitoring Plan

- Monitoring Metrics (e.g., Plant establishment, bank erosion, hydraulic characteristics, habitat expansion)
- Maintenance Metrics (e.g., irrigation, pest management, weed abatement, continuous invasive species removal until natives established)
- Special Environmental Considerations (e.g., resource agency requirements, permit requirements, CEQA/NEPA mitigation measures)
- Performance Measures, or success/failure criteria monitoring results measured against (e.g., percent canopy cover after 1, 5, 10 years, water temperature decrease, site specific sediment scour or retention)
- Method of Reporting (e.g., paper reports, online databases, public meetings)
- Frequency of Duration Monitoring and Reporting (daily, weekly, monthly, yearly)
- Frequency and Duration of Maintenance Activities
- Responsible Party (i.e., who is who is responsible for monitoring and maintenance)
- Implementing responsibility (i.e., conducting monitoring and/or maintenance)
- Adaptive Management Strategies (i.e., what happens when routine monitoring or maintenance encounters a problem)