

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES) AND  
SAN LUIS OBISPO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
AGREEMENT NUMBER 4600011892  
2016 PROPOSITION 1 INTEGRATED REGIONAL WATER MANAGEMENT (IRWM) PLANNING GRANT  
CALIFORNIA WATER CODE section 79740 ET SEQ.**

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or "DWR" and the San Luis Obispo County Flood Control and Water Conservation District (SLOCFCWCD), a public agency in the County of San Luis Obispo in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee", which parties do hereby agree as follows:

1. PURPOSE. State shall provide funding from the Water Quality, Supply and Infrastructure Improvement Act of 2014 (Proposition 1) to Grantee for the purpose of developing or completing a new, or updating an existing IRWM plan to comport with the IRWM Plan standards set forth in the IRWM Program Guidelines dated July 2016, herein referred to as "Project".
2. TERM OF GRANT AGREEMENT. The term of this Grant Agreement begins on the date this Grant Agreement is executed by State, and terminates on January 30, 2019, or when all of the Parties' obligations under this Grant Agreement are fully satisfied, whichever occurs earlier. Execution date is the date the State signs this Grant Agreement.
3. GRANT AMOUNT. The maximum amount payable by the State under this Grant Agreement shall not exceed \$204,183.
4. GRANTEE COST SHARE. Grantee agrees to be responsible for the difference between the estimate of Project cost and the Grant Amount (amount specified in Paragraph 3). Grantee Cost Share consists of local and federal cost share and value of in-kind service, as documented in Exhibit B (Budget). Grantee's Local Cost Share must be non-State sources and incurred after November 4, 2014.
5. GRANTEE'S RESPONSIBILITY. Grantee and its representatives shall:
  - a) Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Exhibit B (Budget) and Exhibit C (Schedule).
  - b) Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for Water Quality, Supply and Infrastructure Improvement, Act of 2014 financing.
  - c) Comply with all applicable California laws and regulations.
  - d) Implement the Project in accordance with applicable provisions of the law.
  - e) Fulfill its obligations under the Grant Agreement.
6. LOCAL PROJECT SPONSOR'S RESPONSIBILITY. Grantee may assign a Local Project Sponsor to act on behalf of Grantee for the purposes of project management, oversight, compliance, and operations and maintenance. The Local Project Sponsor shall be assigned in accordance with the participating agencies identified in the SLOCFCWCD grant proposal. Exhibit F identifies Local Project Sponsor, if applicable. Identified Local Project Sponsor shall also act on behalf of Grantee in the fulfillment of Grantee responsibilities where specifically specified in this Grant Agreement.
7. DISBURSEMENT OF FUNDS. State will disburse to Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation.
8. ELIGIBLE PROJECT COST. Grantee shall apply State funds only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B. Work performed on the Project after the grant Award Date, shall be eligible for reimbursement.

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

- a) Costs, other than those noted above, incurred prior to the award date of the Grant.
- b) Operation and maintenance costs and purchase of equipment that is not an integral part of the Project.
- c) Establishing a reserve fund.
- d) Purchase of water supply.
- e) Replacement of existing funding sources for ongoing programs.
- f) Support of existing agency requirements and mandates (e.g., punitive regulatory agency requirement).
- g) Payment of principal or interest of existing indebtedness or any interest payments unless the debt is incurred after execution of this Grant Agreement, the State agrees in writing to the eligibility of the costs for reimbursement before the debt is incurred, and the purposes for which the debt is incurred are otherwise eligible costs. However, this will only be allowed as Grantee Cost Share (i.e., Funding Match).
- h) Payment of stipends.
- i) Application preparation costs for other funding opportunities.
- j) Meals not directly related to travel.
- k) Acquisition of real property (land or easements).
- l) Overhead not directly related to the Project.

9. METHOD OF PAYMENT.

Reimbursement – Submit a copy of invoice for costs incurred and supporting documentation to the DWR Project Manager via Grant Review and Tracking System (GRanTS). Additionally, the original invoice form with signature and date (in ink) of Grantee's Project Representative, as indicated on page 6 of this Grant Agreement, must be sent to the DWR Project Manager for approval. Invoices submitted via GRanTS shall include the following information:

- 1) Costs incurred for work performed during the period identified in the particular invoice.
- 2) Invoices shall be submitted on forms provided by State and shall meet the following format requirements:
  - i) Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
  - ii) Invoices must be itemized based on the categories specified in Exhibit B. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
  - iii) Sufficient evidence (e.g., receipts, copies of checks, time sheets) as determined by the State must be provided for all costs included in the invoice.
  - iv) DWR Project Manager will notify Grantee, in a timely manner, when, upon review of an invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or are not supported by documentation or receipts acceptable to State. Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to State to cure such deficiency(ies). State will disburse the whole or portions of State funding to Grantee, following receipt from Grantee via U.S. mail or Express mail delivery of a "wet signature" invoice for costs incurred, and timely Quarterly Progress Reports as required by Paragraph 16 "Submission of Reports." Payment will be made no more frequently than monthly, in arrears, upon receipt of an invoice bearing the Grant Agreement number.

10. WITHHOLDING OF DISBURSEMENTS BY STATE. If State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if Grantee does not remedy any such failure to

State's satisfaction, State may withhold from Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and State notifies Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 11, the portion that has been disbursed shall thereafter be repaid immediately with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by State. State may consider Grantee's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 11, "Default Provisions." If State notifies Grantee of its decision to withhold the entire funding amount from Grantee pursuant to this paragraph, this Grant Agreement shall terminate upon receipt of such notice by Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

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

- a) Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between Grantee and State evidencing or securing Grantee's obligations.
- b) Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement.
- c) Failure to make any remittance required by this Grant Agreement.
- d) Failure to comply with Labor Compliance Program requirements (Paragraph 15).
- e) Failure to submit timely progress reports.
- f) Failure to routinely invoice State.
- g) Failure to meet any of the requirements set forth in Paragraph 12, "Continuing Eligibility."

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

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

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

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

- a) An urban water supplier that receives grant funds governed by this Grant Agreement shall maintain compliance with the Urban Water Management Planning (UWMP) Act (Water Code, section 10610 et seq.) and Sustainable Water Use and Demand Reduction, Part 2.55 of Division 6 (Water Code, section 10608 et seq.) by doing the following:
  - 1) 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:  
<http://www.water.ca.gov/urbanwatermanagement>.

- 2) 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, also include a schedule, financing plan, and budget for achieving the GPCD target, as required pursuant to Water Code section 10608.24. Starting June 30, 2017, those urban water suppliers that did not meet their 2015 GPCD target must also submit, by June 30, annual reports that include a schedule, financing plan, and budget for achieving the GPCD target (Water Code, section 10608.24).
  - b) An agricultural water supplier receiving grant funding must:
    - 1) Comply with Sustainable Water Use and Demand Reduction requirements outlined in Part 2.55 (commencing with section 10608) of Division 6 of the Water Code. Submit a schedule, financing plan, and budget for implementation of the efficient water management practices, required pursuant to Water Code section 10608.48.
    - 2) Have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR. For more information, visit the following website:  
<http://www.water.ca.gov/wateruseefficiency/agricultural/agmgmt.cfm>.
  - c) Grantees diverting surface water must maintain compliance with diversion reporting requirements as outlined in Part 5.1 of Division 2 of the Water Code.
  - d) Project sponsors must demonstrate compliance with the groundwater compliance options set forth on pages 11 and 12 of the 2016 IRWM Program Guidelines, dated July 2016.
  - e) Project Proponents 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 10920 and the CASGEM Program.
13. PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS. Grantee shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to complete the Project. Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental, procurement, and safety laws, rules, regulations, and ordinances. Grantee shall provide copies of permits and approvals to State.
14. RELATIONSHIP OF PARTIES. Grantee is solely responsible for design, construction, and operation and maintenance of the Project. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Grant Agreement.
15. LABOR COMPLIANCE. The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's Public Works Manual at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>.
16. SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to State. If requested, Grantee shall promptly provide any additional information deemed necessary by State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit G. The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State of a Project Completion Report is a requirement for the release of any funds retained for the Project.
- a) Progress Reports: Grantee shall submit progress reports on a regular and consistent basis to meet the State's requirement for disbursement of funds. The reporting period shall not exceed one quarter in length. The progress reports shall be sent via e-mail to the State's Project Manager and shall be uploaded into GRanTS at the frequency specified in Exhibit C (Schedule). The progress reports shall provide a brief description of the work performed during the reporting period including: Grantee's

activities, milestones achieved, any accomplishments, and any problems encountered in the performance of the work under this Agreement.

- b) Water Management Status Report: By July 1, 2016, all urban water suppliers were required to submit an UWMP that demonstrates they are meeting the 2015 interim Senate Bill (SB)x7-7 GPCD target. If the urban water supplier is not meeting the interim target, then the urban water suppliers must also submit with its UWMP, a schedule, financing plan, and budget for achieving the GPCD (Water Code, section 10608.24). Starting June 30, 2017, those urban water suppliers that did not meet their 2015 GPCD target must also submit, by June 30, annual reports that include a schedule, financing plan, and budget for achieving the GPCD target (Water Code, section 10608.24). Failure to progress on implementation may result in continuing grant eligibility actions under Paragraph 11.
- c) Grant Completion Report: Upon completion of the Project, Grantee shall submit to State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of Project Completion. The Grant Completion Report shall include reimbursement status, a description of actual work done, any changes or amendments to the Project, and a final schedule showing actual progress versus planned progress, copies of any final documents or reports generated or utilized during the Project. Retention for the Project to be completed as part of this Grant Agreement will not be disbursed until the Grant Completion Report is submitted to and approved by the State. The Grant Completion Report format is attached as Exhibit G.
17. STATEWIDE MONITORING REQUIREMENTS. Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Part 2.76 (commencing with section 10780) of Division 6 of the Water Code) and, where applicable, that projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board. See Exhibit H (Requirements for Statewide Monitoring and Data Submittal), for web links and information regarding other State monitoring and data reporting requirements.
18. NOTIFICATION OF STATE. Grantee shall promptly notify State, in writing, of the following items:
- a) Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. Grantee agrees that no substantial change in the scope of the Project will be undertaken until written notice of the proposed change has been provided to State and State has given written approval for such change. Substantial changes generally include changes to the work plan, schedule or term, and budget.
- b) Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by State's representatives. Grantee shall make such notification at least 14 calendar days prior to the event.
19. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:
- a) By delivery in person.
- b) By certified U.S. mail, return receipt requested, postage prepaid.
- c) By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
- d) By electronic means.

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 ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the addresses

set forth in Paragraph 21. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

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

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

San Luis Obispo County Flood Control and Water  
Conservation District  
Courtney Howard  
Water Resources Division Manager  
976 Osos Street, Room 206  
San Luis Obispo, CA 93408  
Phone: (805) 781-1016  
e-mail: choward@co.slo.ca.us

Direct all inquiries to the Project Manager:

Department of Water Resources  
Vivian Gaxiola  
Division of Integrated Regional Water Management  
P.O. Box 942836  
Sacramento, CA 94236-0001  
Phone (916) 653-3020  
e-mail: Vivian.Gaxiola@water.ca.gov

San Luis Obispo County Flood Control and Water  
Conservation District  
Mladen Bandov  
County Government Center, Room 206  
San Luis Obispo, CA 93408  
Phone: (805) 781-5116  
e-mail: mbandov@co.slo.ca.us

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

22. STANDARD PROVISIONS. The following Exhibits are attached and made a part of this Grant Agreement by this reference:
- Exhibit A – Work Plan
  - Exhibit B – Budget
  - Exhibit C – Schedule
  - Exhibit D – Standard Conditions
  - Exhibit E – Authorizing Resolution
  - Exhibit F – Local Project Sponsor
  - Exhibit G – Report Formats and Requirements
  - Exhibit H – Requirements for Statewide Monitoring and Data Submittal
  - Exhibit I – State Audit Document Requirements for Grantees

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

STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES



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

Date 6/28/17

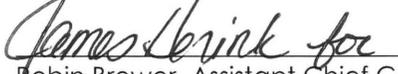
SAN LUIS OBISPO COUNTY FLOOD CONTROL AND  
WATER CONSERVATION DISTRICT



Courtney Howard  
Water Resources Division Manager

Date 6/20/17

Approved as to Legal Form and Sufficiency



Robin Brewer, Assistant Chief Counsel  
Office of Chief Counsel

Date 6-27-17

APPROVED AS TO FORM  
AND LEGAL EFFECT  
Rita L. Neal, County Counsel

By:  6-20-17  
Deputy County Counsel Date

## **EXHIBIT A**

### **WORK PLAN**

#### **Objectives**

The objective is to improve efforts for the San Luis Obispo County IRWM Region (Region) by updating the 2014 San Luis Obispo County IRWM Plan (IRWM Plan) in order to comply with the 2016 IRWM Plan Standard Requirements.

The objectives of the Plan Update include:

1. Update existing sections and appendices
2. Add specific information in the IRWM Plan regarding the location, impacts, actions, and needed action to address nitrate, arsenic, perchlorate, or hexavalent chromium contamination
3. Develop and incorporate a region-wide functional equivalent stormwater resource plan (FE-SWRP) for stormwater and dry weather runoff capture projects

The updated IRWM Plan will be adopted through broad participation and outreach with community stakeholders.

#### **Pre-Agreement Status of IRWM Plan**

The IRWM Plan was originally adopted in 2005 and has been updated several times to reflect collaboration and planning efforts among stakeholders in the Region. The latest update (2014) incorporated various planning studies, both regionally and sub-regionally, and addressed the highest priority data gaps and planning needs. On September 15, 2014, the Department of Water Resources (DWR) determined that the 2014 IRWM Plan is consistent with the IRWM Planning Act and the related IRWM Plan Standards contained in the 2012 IRWM Program Guidelines. Since the adoption of the 2014 IRWM Plan, new IRWM Program standards and legislative requirements have been set.

#### **Work Plan**

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

##### **Task 1: Administration**

Manage Grant Agreement including agreement execution, communication with DWR on a timely basis, and maintenance of project files related to implementation of the Grant Agreement.

###### Deliverables

- Executed Grant Agreement, Amendments (if necessary)
- Executed contract(s) with consultants (if applicable) and local project sponsors

##### **Task 2: Invoicing**

Prepare and submit invoices to DWR, track task progress and schedule, and manage contracts and budgets associated with the Grant Agreement. The Grantee, or its designee, will administer and track any contracts with consultants or other agencies that are necessary to complete tasks in the work plan and compile the required invoice back-up information.

###### Deliverables

- Invoices and associated backup documentation

##### **Task 3: Reporting**

The Grantee will be responsible for compiling progress reports for submittal to DWR. The Grantee will retain consultants as needed to prepare and submit quarterly progress reports and the Final Grant Completion Report.

Reports will meet generally accepted professional standards for technical reporting and the requirements outlined in Exhibit G of this Agreement. Upon completion of this Work Plan, a final Grant Completion Report will be prepared and submitted to DWR.

Deliverables

- Quarterly progress reports
- Draft and Final Grant Completion Report

**Category (b): Plan Update**

The existing IRWM Plan will be updated to be consistent with the 2016 IRWM Plan Standards.

**Task 4: Regional Description Update**

Update the regional description for current and proposed water quality conditions, and identification of needs and requirements for protection and improvement for the conditions. Existing and new maps in the IRWM plan will show the current water quality conditions in both surface water and groundwater related to four specific contaminants: nitrate, arsenic, perchlorate and hexavalent chromium.

Updates to the description of the current water quality conditions and likely climate change impacts in the Region include:

- Collect, summarize and incorporate relevant information and data from applicable plans, studies, and related documents since the IRWM Plan update, including water quality and climate change vulnerability assessment information, and the Task 12 Region-Wide Stormwater Resource Plan
- Coordinate with County of San Luis Obispo departments, local and State agencies, and other organizations for relevant information and data related to contamination in the Region
- Update existing IRWM Plan maps and figures
- Conduct Regional Water Management Group (RWMG) member and stakeholder workshops to identify impacts and any current or proposed efforts addressing the impacts
- Compile developed information into Section C.9 Current Water Quality Conditions
- Compile developed information into Section C.12 Climate Change

Deliverables

- IRWM Plan Update: Section C. Regional Description

**Task 5: Objectives Update**

Goals and objectives for IRWM planning efforts are presented in Section E. IRWM Goals and Objectives of the IRWM Plan. In place of regional prioritization of the objectives, the RWMG will develop sub-regional priorities that are tied to the regional IRWM Plan objectives and emphasize locally-driven water-related issues. The task involves engaging with RWMG and interested stakeholders to consider adding or modifying objectives and sub-regional priorities for each goal with the intent to consider each standard.

Updates to the plan objectives and sub-regional priorities in order to address climate change adaptation and mitigation requirements include:

- Consider incorporation of adaptation strategies to the effects of climate change and mitigation strategies of Greenhouse Gas (GHG) emissions into the existing plan objectives and sub-regional priorities
- Conduct RWMG member and stakeholder workshops to update plan objectives and sub-regional priorities
- Develop draft findings and recommendations for RWMG consensus
- Compile developed information into Section E. IRWM Goals and Objectives

Deliverables

- IRWM Plan Update: Section E. IRWM Goals and Objectives

### **Task 6: Resource Management Strategies Update**

RWMG will review the Resource Management Strategies (RMS) and Water Management Strategies (WMS) for consideration into the plan and identify those RMS and WMS appropriate to address climate change impacts relevant to the San Luis Obispo County region.

Updates to the RMS incorporation into the IRWM Plan and factoring climate change effects on the region include:

- Review and consider each California Water Plan Update 2013 RMS currently incorporated into the IRWM Plan, including three new RMS
- Conduct RWMG member and stakeholder workshops to screen RMS for inclusion/exclusion from the plan update and to identify Climate Change Handbook vulnerability assessments and tools, RMS, and adaptation strategies that address climate change impacts
- Develop draft findings and recommendations for RWMG consensus to add, integrate, adapt, eliminate, and/or re-group strategies to meet the goals, objectives, and sub-regional priorities for the region
- Compile developed information into Section F. Resource Management Strategies

#### Deliverables

- IRWM Plan Update: Section F. Resource Management Strategies

### **Task 7: Project Review Process Update**

RWMG will redevelop the project review process to include sections in the project forms and worksheets related to the project's contribution toward climate change adaptation and mitigation.

Updates to the project review process to include review factors for climate change adaptation and GHG mitigation and for critical water issues affecting Native American tribal communities include:

- Review and develop guidance on revisions to the IRWM Plan Section G and Appendix G forms and worksheets: Phase 1a Abstract Form, Phase 1b Project Objectives Worksheet, Phase 2 Long Forms, Phase 1a Project Abstract Scoring Sheet, Phase 1b Goals and Objectives Scoring Sheet, and Phase 2 Readiness-to-Proceed Categorization & Project Ranking criteria
- Conduct solicitation for new programs/projects and re-evaluate existing programs/projects to incorporate review factors for climate change adaptation, GHG mitigation, and critical water issues affecting Native American tribal communities
- Develop workshop materials for RWMG members and interested stakeholders to incorporate updated project review process that evaluates projects for climate change adaptation and mitigation
- Compile developed information into Section G. Project Solicitation, Selection, and Prioritization

#### Deliverables

- IRWM Plan Update: Section G. Project Solicitation, Selection, and Prioritization

### **Task 8: Plan Performance and Monitoring Update**

As projects are implemented in the Region, project-level performance measures and monitoring provided by project sponsors will be evaluated to ensure projects also contribute to plan objectives.

Updates to the plan performance and monitoring section to include policies and procedures that promote adaptive management include:

- Review existing relevant and appropriate policies and procedures and assess the conditions requiring adjustments to IRWM plan (e.g., thresholds, frequencies, status)
- Conduct RWMG working group meetings to develop guidance on establishing policies and procedures, including an update to the governance document (IRWM Program Participant Memorandum of Understanding [MOU]) for RWMG member agencies and organizations
- Develop draft findings and recommendations for RWMG consensus to be incorporated into a framework for adaptive management and streamlined IRWM Plan adjustments

- Compile developed information into Section J. Plan Performance and Monitoring

Deliverables

- IRWM Plan Update: Section J. Plan Performance and Monitoring

**Task 9: Relation to Local Water and Land Use Planning Update**

Coordinate with local agencies to incorporate updated water planning documents (e.g. 2015 Urban Water Management Plans) and new and available water planning documents (e.g. stormwater resource plans, groundwater sustainability plans).

This task will incorporate planning documents and programs, such as stormwater resource plans, water management issues, and climate change adaptation and mitigation strategies into the IRWM plan, as follows:

- Identify and review relevant and appropriate water planning documents, including stormwater resource plans
- Conduct RWMG and stakeholder workshops for further collaboration and coordination among local agencies within the region to develop a program for long-term and successful implementation of local plans
- Conduct an annual forum to foster communications and strengthen relations between land use and water use entities region-wide, including data and information sharing regarding managing multiple water demands, adaptation of water systems to climate change, and offsetting climate change impacts to water supply.
- Develop draft findings and recommendations for RWMG consensus to incorporated local planning documents, including the Task 12 Region-Wide Stormwater Resource Plan
- Compile developed information into Section N. Relation to Local Water and Land Use Planning

Deliverables

- IRWM Plan Update: Section N. Relation to Local Water and Land Use Planning

**Task 10: Stakeholder Involvement Update**

The RWMG will engage with Native American Tribes and stakeholders to ensure access and opportunity for participation in the IRWM process. As Native American Tribes are sovereign nations, alternative governance structures or updates to the IRWM Program Participant MOU will be implemented if required. Provide outreach and opportunity participation in the IRWM planning efforts includes:

- Review existing Native American Tribe and stakeholder participation
- Identify and engage Native American Tribe and stakeholders, including but not limited to open announcements of IRWM meetings and recommendations from existing participants
- Develop local protocols for engagement and communication with Native American Tribes and stakeholders
- Compile developed information into Section B. Governance, Stakeholder Involvement, and Outreach
- Compile developed information into Appendix C. Communications and Outreach Plan

Deliverables

- IRWM Plan Update: Section B. Governance, Stakeholder Involvement, and Outreach
- IRWM Plan Update: Appendix C. Communications and Outreach Plan

**Task 11: Climate Change Update**

RWMG will re-evaluate regional vulnerabilities to climate change based on the vulnerability assessment in the Climate Change Handbook for Regional Water Planning. The climate change mitigation for each project will be analyzed including the potential GHG reduction over a 20-year planning horizon and overall energy efficiency. The RWMG will prioritize projects based on a climate change rank of relative mitigation potential as the process to consider GHG emissions from project alternatives. The RWMG will

re-assess the priorities for the sub-region vulnerabilities including the decision-making process on determining the priorities and feasibility to address the priority vulnerabilities.

Analyze the region's vulnerabilities and potential adaptation and mitigation to climate change including:

- Develop guidance for evaluating and prioritizing climate change impacts and regional/sub-regional vulnerabilities
- Conduct RWMG member and stakeholder workshops for consensus to address climate change impacts through targeting high ranked vulnerabilities.
- Compile developed information into Section P. Climate Change

Deliverables

- IRWM Plan Update: Section P. Climate Change

## **Task 12: Region-Wide Stormwater Resource Plan**

The IRWM Plan includes some of the key components of a stormwater resource plan, and this task will provide the remaining components and incorporate other local efforts needed to develop a region-wide functionally equivalent stormwater resource plan using the guidelines provided by the State Water Resources Control Board (SWRCB).

Development of the region-wide functionally equivalent stormwater resource plan (FE-SWRP) includes:

- Facilitate/coordinate completion of the Storm Water Resource Plan Guidelines' Self-Certification Checklist with watershed partners
- Incorporate technical delineation and load analysis of catchments using a spatially-based watershed approach throughout the entire San Luis Obispo County IRWM Region
- Identify and prioritize specific projects and programs as well as general project types to be implemented

The ultimate goal is to develop an IRWM region-wide plan on a watershed basis for managing stormwater as a resource to ensure multiple benefits and preserve stakeholder priorities. The resulting FE-SWRP will provide a framework for watershed stakeholders to participate and will cross jurisdictional boundaries to coordinate stormwater management with a focus on multiple and quantifiable benefits. It will provide a systematic, integrated approach to addressing the issues of water quality, water supply, flood control, environmental quality, and hydro-modification throughout the San Luis Obispo County IRWM Region.

### **Task 12.1: Project Management**

This task includes ongoing management of the project including maintaining project scope, schedule and budget, executing and managing consultant contracts, and communicating project progress to District, SWRCB, Central Coast Regional Water Quality Control Board (CCRWQCB), RWMG, and stakeholders. Task also includes managing agreements in compliance with grant requirements, preparing and submitting supporting documentation, and coordinating with the District; preparing invoices and supporting documentation; coordinating with partner agencies and managing project contractors; and preparing and submitting quarterly progress report, draft project completion report, and final project completion report. Additional coordination will include notifying CCRWQCB and SWRCB of upcoming meetings, workshops, and trainings; providing and updating CCRWQCB and SWRCB with a detailed project schedule to include key project milestones; and conducting project status review meetings with CCRWQCB and SWRCB as requested.

Deliverables

- Invoices and supporting documentation
- Quarterly Progress Report

- Draft Project Completion Report
- Final Project Completion Report

### **Task 12.2: Technical Advisory Committee**

Establish a technical advisory committee (TAC) for the development of the SWRP that includes SWRCB, CCRWQCB and interested parties such as municipalities, water suppliers, local agencies, non-governmental organizations, public utilities, and regulatory agencies. The TAC will be formalized as a RWMG sub-committee per the current San Luis Obispo County Region IRWM Program Participants MOU. Task includes convening a kickoff meeting to develop the SWRP water management goals and objectives, formalize roles, and develop a schedule for future meetings. At least four additional TAC meetings will be held following the kickoff meeting.

#### Deliverables

- Final TAC member list including their roles and responsibilities, affiliations, and commitment letters
- Kickoff meeting minutes, schedule, and TAC member list update, as needed
- TAC meeting materials (for each meeting), including agenda, meeting notes, sign-in sheets, and list of current action items

### **Task 12.3: Data Collection and Watershed Identification**

#### **Task 12.3.1: Review and Report Existing Data and Identified Data Gaps**

Gather and review existing data appropriate to develop the SWRP, including maps, geographic information system (GIS) data, analytical tools, related plans, permits, and stormwater management information in order to integrate the information into a single, watershed-wide plan and to identify data gaps that must be filled in order to complete the plan.

Deliverables will be submitted to CCRWQCB and SWRCB for review and approval.

#### Deliverables

- Annotated list of reviewed data and reports and identified data gaps

#### **Task 12.3.2: Spatial Analysis and Characterization to Identify SWRP Planning Boundaries and Resources**

Review and identify the SWRP watershed and sub-watershed planning boundaries, including characterization of land use and natural or open space, public agency and water utility boundaries, surface and groundwater resources, and water quality priorities.

Evaluate current urban catchment delineations and available land use mapping, and provide support in completion and refinements as required for each catchment. Classification of stormwater management areas will be based on recharge potential, land use water quality concerns, receiving water impairments, flood risk, assessment findings, and other key considerations important to partners. The Watershed Management Zones developed through the Central Coast Joint Effort for Hydro-modification Control will inform this task.

Support for catchment delineation and attribute table generation will be provided to complete maps and tabulated products that include parcel land use type mapping with APNs, reconciliation of watershed and sub-watershed boundaries with urban catchments, and associated attributes.

Deliverables will be submitted to CCRWQCB and SWRCB for review and approval.

Deliverables

- SWRP planning area description, map, and justification of planning area boundaries

**Task 12.4: SWRP Development**

Project sponsors will lead a collaborative regional effort to develop a region-wide SWRP for the San Luis Obispo County IRWM region with coordination with the SWRCB-funded elements.

**Task 12.4.1: SWRP Outline**

Develop and submit a detailed SWRP outline with a description of each section that demonstrates compliance with the SWRCB guidelines.

Deliverables will be submitted to CCRWQCB and SWRCB for review and approval.

Deliverables

- Detailed SWRP outline

**Task 12.4.2: SWRP Components**

Develop the necessary components for a complete SWRP that achieves the recommendations set forth in the SWRP Guidelines and complies with Water Code sections 10561-10573. The SWRP shall include at a minimum, the following sections: Watershed Identification; Water Quality Compliance; Organization, Coordination, Collaboration; Quantitative Methods; Identification and Prioritization of Projects; Implementation Strategy and Schedule; Education, Outreach, and Public Participation.

Development updates for each of the sections will be submitted quarterly to CCRWQCB and SWRCB.

Deliverables

- Quarterly updates of SWRP section development

**Task 12.4.3: Strategy to Address Water Quality Requirements**

Develop a strategy to address water quality requirements in the SWRP. The description will include consideration of activities generating or contributing to polluted runoff or that impair beneficial use of stormwater and dry weather runoff. Additionally, the strategy will include consideration of strategies in which the SWRP will be used to address the pollutant runoff or sources, and how the SWRP will be consistent with and help to implement applicable regulatory permits, Total Maximum Daily Loads (TMDL) and other relevant water quality requirements.

Deliverables will be submitted to CCRWQCB and SWRCB for review and approval.

Deliverables

- Description of the strategy to address water requirements

**Task 12.4.4: Quantitative Methodologies to Achieve Water Management Objectives**

Develop quantitative methodologies for integrated identification, prioritization, and analysis of multiple benefit projects and programs to ensure the SWRP will achieve water management objectives.

The metrics-based analysis will consider opportunities to attain water quality improvements, stormwater capture and use, water supply, flood management, and environmental and community benefits. This task includes the preparation of technical memorandum that (1) evaluates the hydrologic/hydraulic models, water quality models, and other GIS spreadsheet-based decision support tools and modeling suitable to conduct the metrics-based benefit analysis and prioritization of projects; (2) describes

the selected modeling tools and quantitative methodologies to be utilized; and (3) completes the analysis, project selection and prioritization process identified in this task.

Deliverables will be submitted to CCRWQCB and SWRCB for review and approval.

Deliverables

- Technical memorandum describing selected modeling tools and quantitative methodologies to be utilized
- Results of analysis, project selection, and prioritization process

**Task 12.4.5: Implementation Strategy**

Develop an implementation strategy that includes stakeholder involvement, performance measures, and development of decision support tools, monitoring, and an adaptive management approach. Identify monitoring and data requirements to support implementation of the SWRP and data collection, storage, and management including mechanisms to make the data available to stakeholders. Assess monitoring programs and data quality control, update data, and fill data gaps.

A technical memorandum will be prepared of the draft implementation strategy. Deliverables will be submitted to CCRWQCB and SWRCB for review and approval.

Deliverables

- Technical memorandum of the draft implementation strategy

**Task 12.4.6: Administrative Draft SWRP**

Prepare and administrate draft SWRP and draft SWRP Guidelines Appendix A checklist and self-certification (self-certification checklist).

Deliverables will be submitted to the TAC, CCRWQCB and SWRCB for review and approval.

Deliverables

- Administrative Draft SWRP and self-certification checklist

**Task 12.4.7: Public Draft SWRP**

Incorporate all comments received from the TAC, CCRWQCB and SWRCB and prepare a public draft SWRP.

Deliverables will be submitted to the CCRWQCB and SWRCB for review.

Deliverables

- Public draft SWRP

**Task 12.4.8: Posting and Soliciting Comments for Public Draft SWRP**

Post the public draft SWRP online and soliciting comments from the public, RWMG, Water Resources Advisory Committee (WRAC), and interested stakeholders. Incorporate all comments received from the TAC, CCRWQCB and SWRCB and prepare a public draft SWRP.

Deliverables will be submitted to CCRWQCB and SWRCB for review.

Deliverables

- Summary of comments received on public draft SWRP

#### **Task 12.4.9: Final Draft SWRP**

Address all applicable public comments and prepare a final draft SWRP.

Deliverables will be submitted to the TAC, CCRWQCB and SWRCB for review and approval.

##### Deliverables

- Final draft SWRP

#### **Task 12.4.10: Final SWRP**

Prepare the final SWRP and the signed self-certification checklist.

Deliverables will be submitted to the TAC, RWMG, WRAC, CCRWQCB and SWRCB. Final SWRP shall be deemed consistent with Senate Bill (SB) 985 (Stats. 2014, ch. 555) requirements by SWRCB.

##### Deliverables

- Final SWRP

#### **Task 12.5: Stakeholder Outreach, Education, and Public Participation**

Facilitate organization, coordination, and collaboration among stakeholders, disadvantaged community (DAC) residents and non-governmental organizations to provide opportunities for general public participation and education throughout development of the SWRP. This involves:

- Preparing a Stakeholder Outreach, Education, and Engagement Plan.
- Conducting a minimum of three public outreach meetings for partners and interested stakeholders over the course of development of the SWRP to obtain input on analysis, design, programs, project types, and methodology for prioritization.
- Developing at least three press releases to support stakeholder outreach.

The Stakeholder Outreach, Education, and Engagement Plan will be submitted to CCRWQCB and SWRCB for review and approval. A summary of stakeholder outreach, education, public participation, and collaboration activities including meeting agenda(s) and materials, meeting summaries, sign-in sheets, and photos will be submitted quarterly to CCRWQCB and SWRCB.

##### Deliverables

- Stakeholder Outreach, Education, and Engagement Plan
- Press releases for stakeholder outreach meetings
- Quarterly summaries of stakeholder outreach, education, public participation, and collaboration activities

#### **Category (c): IRWM Plan Outreach**

#### **Task 13: IRWM Plan Development and Public Review**

##### **Task 13.1: IRWM Plan Development and Public Review**

The RWMG will seek involvement from various stakeholders within the San Luis Obispo County IRWM Region. The RWMG will hold a series of workshops as a forum for stakeholders to provide input on IRWM Plan Standard Requirements, review of draft guidance documents, sections and appendices, discuss options, and enable consensus on updating the IRWM Plan to meet the Region's water management needs. The RWMG will provide information and notifications regarding update progress, meeting announcements, supporting documentation, and further resources through the slocountywater.org website, email distribution lists, and press releases to local media.

The RWMG will compile all the final sections and appendices from all other tasks into a single draft updated IRWM Plan and will make the draft available in electronic and/or written formats for all stakeholders to review. Comments received on the draft IRWM Plan will be incorporated to the extent possible in the final IRWM Plan. Up to five IRWM workshops for all RWMG members and interested stakeholders will be held for key progress updates.

This task includes presenting the update draft IRWM Plan for public review.

Deliverables

- Press release, email notification and website postings for each IRWM workshop
- Presentation material for each IRWM workshop
- Draft IRWM Plan

**Task 13.2: Final IRWM Plan Adoption**

Present the final IRWM Plan for approval and adoption by RWMG member agencies and organizations, including recommended approval by the WRAC and adoption by the District Board of Supervisors.

Deliverables

- Adopted Final IRWM Plan

**EXHIBIT B**  
**BUDGET**

Budget Category	Grantee Cost Share*	Grant Share	Total
Category (a): Project Administration	\$19,750	\$0	\$19,750
Category (b): Plan Update	\$180,650	\$204,183	\$384,833
Category (c): IRWM Plan Outreach	\$18,750	\$0	\$18,750
<b>GRAND TOTAL (Sum rows (a) through (c) for each column.)</b>	<b>\$219,150</b>	<b>\$204,183</b>	<b>\$423,333</b>

\*Consists of local, federal, and value of in-kind service

**EXHIBIT C**  
**SCHEDULE**

<b>TASKS</b>	<b>Start Date</b>	<b>End Date</b>
<b>Category (a): Project Administration</b>	<b>12/02/2016</b>	<b>12/02/2018</b>
Task 1: Administration	12/02/2016	11/28/2018
Task 2: Invoicing	12/02/2016	11/28/2018
Task 3: Reporting	12/02/2016	12/02/2018
<b>Category (b): Plan Update</b>	<b>12/02/2016</b>	<b>04/03/2018</b>
Task 4: Regional Description Update	12/02/2016	01/02/2018
Task 5: Objectives Update	12/02/2016	05/30/2017
Task 6: Resource Management Strategies Update	04/07/2017	04/03/2018
Task 7: Project Review Process Update	12/02/2016	01/02/2018
Task 8: Plan Performance and Monitoring Update	05/01/2017	09/01/2017
Task 9: Relation to Local Water and Land Use Planning Update	10/02/2017	04/02/2018
Task 10: Stakeholder Involvement Update	03/03/2017	04/03/2018
Task 11: Climate Change Update	12/02/2016	04/03/2018
Task 12: Region-Wide Stormwater Resource Plan	12/02/2016	04/03/2018
<b>Category (c): IRWM Plan Outreach</b>	<b>04/03/2018</b>	<b>09/04/2018</b>
Task 13: IRWM Plan Development Outreach	04/03/2018	09/04/2018

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

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

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

**D.2) ACKNOWLEDGEMENT OF CREDIT:** Grantee shall include appropriate acknowledgement of credit to the State and to all cost-sharing partners for their support when promoting the Project or using any data and/or information developed under this Grant Agreement.

**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. State shall have no obligation to agree to an amendment.

**D.4) AMERICANS WITH DISABILITIES ACT:** By signing this Grant Agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. section 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) APPROVAL:** This Agreement is of no force or effect until signed by all parties to the Agreement. Grantee may not submit invoices or receive payment until all required signatures have been obtained.

**D.6) AUDITS:** State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of Project, with the costs of such audit borne by State. After completion of the Project, State may require Grantee to conduct a final audit to State's specifications, at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may elect to pursue any remedies provided in Paragraph 11 or take any other action it deems necessary to protect its interests.

Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three years after final payment under this Grant Agreement with respect to all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of Grantee or its contractor or subcontractors shall be

preserved for this purpose for at least three (3) years after project completion or final billing, whichever comes later.

- D.7) BUDGET CONTINGENCY:** If the Budget Act of the current year covered under this Grant Agreement does not appropriate sufficient funds for the Proposition 1 Planning Grant Program, this Grant Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Grant Agreement. In this event, State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement. Nothing in this Grant Agreement shall be construed to provide Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, State shall have the option to either cancel this Grant Agreement with no liability occurring to State, or offer a Grant Agreement amendment to Grantee to reflect the reduced amount.
- D.8) CHILD SUPPORT COMPLIANCE ACT:** For any Grant Agreement in excess of \$100,000, 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 Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
  - b) The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.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 State's Project Manager, within thirty (30) calendar days of the Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
- D.10) COMPETITIVE BIDDING AND PROCUREMENTS:** Grantee shall comply with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations in Grantee's contracts with other entities for acquisition of goods and services and construction of public works with funds provided by State under this Grant Agreement.
- D.11) COMPUTER SOFTWARE:** Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this 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, Government Code section 87100 et seq.
- d) Employees and Consultants to the Grantee: Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.

**D.13) DELIVERY OF INFORMATION, REPORTS, AND DATA:** Grantee agrees to expeditiously provide throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by State.

**D.14) DISPOSITION OF EQUIPMENT:** Grantee shall provide to State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.

**D.15) DRUG-FREE WORKPLACE CERTIFICATION:** Certification of Compliance: By signing this Grant Agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, section 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(a)(1).
- b) Establish a Drug-Free Awareness Program, as required by Government Code section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:
  - i) The dangers of drug abuse in the workplace,
  - ii) Grantee's policy of maintaining a drug-free workplace,
  - iii) Any available counseling, rehabilitation, and employee assistance programs, and
  - iv) Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- c) Provide, as required by Government Code section 8355(a)(3), that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
  - i) Will receive a copy of Grantee's drug-free policy statement, and
  - ii) Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.

**D.16) GRANTEE COMMITMENTS:** Grantee accepts and agrees to comply with all terms, provisions, conditions and commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Grantee in the application, documents, amendments, and communications filed in support of its request for funding.

- D.17) GRANTEE NAME CHANGE:** Approval of the State's Program Manager is required to change the Grantee's name as listed on this Grant Agreement. Upon receipt of legal documentation of the name change the State will process an amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
- D.18) GOVERNING LAW:** This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.19) INDEMNIFICATION:** Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any breach of this Agreement. Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insured on their liability insurance for activities undertaken pursuant to this Agreement.
- D.20) INDEPENDENT CAPACITY:** Grantee, and the agents and employees of Grantee, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.21) INSPECTION OF BOOKS, RECORDS, AND REPORTS:** During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.
- D.22) INSPECTIONS OF PROJECT BY STATE:** State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with State.
- D.23) INVOICE DISPUTES:** In the event of an invoice dispute, payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided may result in return of the invoice to the Grantee. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. Any claim that Grantee may have regarding the performance of this Grant Agreement including, but not limited to claims for additional compensation or extension of time, shall be submitted to the DWR Project Manager within thirty (30) calendar days of Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to the Grant Agreement to implement the terms of any such resolution.
- D.24) NONDISCRIMINATION:** During the performance of this Grant Agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medial and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, section 12990 et seq.) and the applicable regulations promulgated there under (California Code of Regulations, title 2, section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its contractors or

subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

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

- D.25) NO DISCRIMINATION AGAINST DOMESTIC PARTNERS:** For contracts over \$100,000 executed or amended after January 1, 2007, the Grantee certifies by signing this Grant Agreement, under penalty of perjury under the laws of State of California that Grantee is in compliance with Public Contract Code section 10295.3.
- D.26) 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.27) PERFORMANCE AND ASSURANCES:** Grantee agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in Exhibit A (Work Plan) and to apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law.
- D.28) 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.29) PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with Grantee's service of water, without prior permission of State. Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee to meet its obligations under this Grant Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.
- D.30) 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.31) RETENTION:** Notwithstanding any other provision of this Grant Agreement, State shall withhold five percent (5.0%) until January 1, 2018, and ten percent (10.0%), thereafter, of the funds requested by Grantee for reimbursement of Eligible Costs. Withheld funds will be eligible to be released when the Grantee has fulfilled the requirements of Paragraph 16, "Submissions of Reports".
- D.32) RIGHTS IN DATA:** Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act, Government Code section 6250 et seq. Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to State for financial support. Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.33) 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.34) STATE REVIEWS:** The parties agree that review or approval of Project, applications, documents, permits, plans, and specifications or other project information by the State is for administrative purposes only and does not relieve the Grantee of their responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the Project.

- D.35) SUSPENSION OF PAYMENTS:** This Grant Agreement may be subject to suspension of payments or termination, or both, and Grantee may be subject to debarment if the State determines that:
- a) Grantee, its contractors, or subcontractors have made a false certification, or
  - b) Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant Agreement.
- D.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 State may impose.
- D.37) TERMINATION BY GRANTEE:** Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, Grantee must provide a reason(s) for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date.
- D.38) TERMINATION FOR CAUSE:** Subject to the right to cure under Paragraph 10, the State may terminate this Grant Agreement and be relieved of any payments should Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 10.
- D.39) TERMINATION WITHOUT CAUSE:** The State may terminate this Grant Agreement without cause on 30 calendar days advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.40) THIRD PARTY BENEFICIARIES:** The parties to this Grant Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.41) TIMELINESS:** Time is of the essence in this Grant Agreement.
- D.42) TRAVEL:** Travel includes the reasonable and necessary costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Agreement. Travel and per diem expenses to be reimbursed under this Agreement shall be at the same rates the State provides for unrepresented employees in accordance with the provisions of Title 2, Chapter 3, of the California Code of Regulations and shall be reimbursed consistent with the rates current at the time of travel. These rates are published at: <http://www.calhr.ca.gov/employees/Pages/travel-meals.aspx>, or its successor website. For the purpose of computing such expenses, Grantee's and Local Project Sponsors' addresses are provided in Exhibit F. No travel outside the Funding Area shall be reimbursed unless prior written authorization is obtained from the State's Project Manager.
- D.43) VENUE:** The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.44) WAIVER OF RIGHTS:** None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.
- D.45) WORKERS' COMPENSATION:** 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 in accordance with the provisions of that code, and Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Grant Agreement and will make its contractors and subcontractors aware of this provision.

**EXHIBIT E**  
**AUTHORIZING RESOLUTION**

A copy of documentation, such as a resolution adopted by the applicant's governing body, designating an authorized representative to file an application for an IRWM Planning Grant and enter into an agreement with the State of California.

**BEFORE THE BOARD OF SUPERVISORS**  
*of the*  
**SAN LUIS OBISPO COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT**

Tuesday, September 20, 2016

**PRESENT:** Supervisors Frank R. Mecham, Bruce S. Gibson, Adam Hill, Debbie Arnold, and Chairperson  
Lynn Compton

**ABSENT:** None

**RESOLUTION NO. 2016-235**

**RESOLUTION DESIGNATING THE DIRECTOR OF PUBLIC WORKS,  
OR DESIGNEE, AS THE AUTHORIZED REPRESENTATIVE  
TO FILE AN APPLICATION AND EXECUTE AGREEMENTS  
FOR THE PROPOSITION 1 INTEGRATED REGIONAL  
WATER MANAGEMENT PLANNING GRANT PROGRAM**

The following Resolution is hereby offered and read:

**WHEREAS**, the State of California has established an Integrated Regional Water Management ("IRWM") Grant Program pursuant to the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Public Resources Code Section 79700 et seq.) (also known as Proposition 1); and

**WHEREAS**, a Memorandum of Understanding ("Attachment 1"), which has been signed by the agencies listed in "Attachment 2" and who constitute the Regional Water Management Group for the San Luis Obispo County Region as of the date of this Resolution, designates the San Luis Obispo County Flood Control and Water Conservation District as the lead agency to submit IRWM grant applications and execute and administer IRWM grant agreements with the State; and

**WHEREAS**, the Director of Public Works, or designee, is especially suited to ensure that IRWM grant application materials related to water resource projects are prepared in a complete, efficient, and adequate manner; and

**WHEREAS**, the Director of Public Works, or designee, has the ability to ensure that grant-funded efforts are carried out in full compliance with the applicable permits and the grant agreement.

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED** by the Board of Supervisors of the Flood Control and Water Conservation District of the County of San Luis Obispo, State of California,

that:

1. Application be made to the California Department of Water Resources to obtain a Proposition 1 Integrated Regional Water Management Planning Grant ("Grant") pursuant to the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Public Resources Code Section 79700 et seq.), and to enter into an agreement to receive a Grant for the San Luis Obispo County Region's IRWM Program.
2. The Director of Public Works, or designee, of the County of San Luis Obispo is hereby authorized and directed to prepare the necessary data, conduct investigations and file such application required for Grant funding, and execute a Grant agreement and any amendments thereto (approved as to form by County Counsel) with the California Department of Water Resources as well as sub-Grant agreements and any amendments thereto with local project sponsors (approved as to form by County Counsel).

####

Upon motion of Supervisor Gibson, seconded by Supervisor Mecham, and on the following roll call vote, to wit:

AYES: Supervisors Gibson, Mecham, Hill, Arnold and Chairperson Compton

NOES: None

ABSENT: None

ABSTAINING: None

the foregoing Resolution is hereby adopted on the 20th day of September, 2016.

Lynn Compton  
Chairperson of the Board of Supervisors

ATTEST:

Tommy Gong

Clerk of the Board of Supervisors  
By: Sandy Currens  
Deputy Clerk

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL  
County Counsel

By: /s/Erica Stuckey  
Deputy County Counsel

Dated: August 26, 2016

STATE OF CALIFORNIA,        )  
County of San Luis Obispo,    ss.

I, Tommy Gong, County Clerk and ex-officio Clerk of the Board of Supervisors, in and for the County of San Luis Obispo, State of California, do hereby certify the foregoing to be a full, true and correct copy of an order made by the Board of Supervisors, as the same appears spread upon their minute book.

WITNESS my hand and the seal of said Board of Supervisors, affixed this 23<sup>rd</sup> day of September, 2016.

Tommy Gong  
County Clerk and Ex-Officio Clerk of the Board  
of Supervisors

(SEAL)

By Sandy Currens  
Deputy Clerk.

**EXHIBIT F**  
**LOCAL PROJECT SPONSOR**

Grantee has assigned, for the Project, a Local Project Sponsor according to the roles of the participating agencies identified in the IRWM Plan. The Local Project Sponsor may act on behalf of Grantee for the purposes of Project management, oversight, compliance, and operations and maintenance. Local Project Sponsors are identified below:

<b>Sponsored Project</b>	<b>Sponsor Agency</b>	<b>Agency Address</b>
Stormwater Resource Plan (SWRP) Development	Coastal San Luis Resource Conservation District	1203 Main Street, Suite B Morro Bay, CA 93442
Stormwater Resource Plan (SWRP) Development	Upper Salinas-Las Tablas Resource Conservation District	65 South Main Street, Suite 107 Templeton, CA 93465
Stormwater Resource Plan (SWRP) Development	City of Paso Robles	1000 Spring Street Paso Robles, CA 93446
Stormwater Resource Plan (SWRP) Development	City of Atascadero	6500 Palma Avenue Atascadero, CA 93422
Stormwater Resource Plan (SWRP) Development	City of Morro Bay	595 Harbor Street Morro Bay, CA 93442
Stormwater Resource Plan (SWRP) Development	County of San Luis Obispo	County Government Center, Room 206 San Luis Obispo, CA 93408

## **EXHIBIT G REPORT FORMATS AND REQUIREMENTS**

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

### **PROGRESS REPORTS**

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

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

### **GRANT COMPLETION REPORT**

The Grant Completion Report shall generally use the following format.

#### **Project Summary**

Summary of the work completed including a short description of any amendments to this Grant Agreement.

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

- A copy of the IRWM Plan that meets all 2016 IRWM Guideline IRWM Plan Standards
- 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
- Discussion of problems that occurred during the work and how those problems were resolved
- Final Project schedule showing actual progress versus planned progress

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

- Summary of Project costs including the following items:
  - Accounting of the cost of project expenditure include all internal and external costs not previously disclosed
  - A discussion of factors that affected the project cost and any deviation from the original Project cost estimate.

## EXHIBIT H

### REQUIREMENTS FOR STATEWIDE MONITORING AND DATA SUBMITTAL

#### Surface and Groundwater Quality Data

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

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

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

#### Groundwater Level Data

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

## EXHIBIT I

### STATE AUDIT DOCUMENT REQUIREMENTS GUIDELINES FOR GRANTEES

#### State Audit Document Requirements

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

#### Internal Controls:

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

#### State Funding:

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

#### Contracts:

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

#### Invoices:

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

#### Cash Documents:

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

Accounting Records:

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

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

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

Project Files:

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