

Board Members

Joe Neves
Richard Valle
Doug Verboon
Rusty Robinson
Richard Fagundes
Mark Kairis



Staff

Chuck Kinney, General Manager
Diane Freeman, General Counsel
Catherine Venturella, Clerk

Special Meeting Agenda

Date: Tuesday, September 17, 2024
Time: 1:00 p.m.
Place: BOARD of SUPERVISORS CHAMBERS, Kings County Government Center
1400 W. Lacey Boulevard, Hanford, California 93230

☎ (559) 852-2362 ✉ bosquestions@co.kings.ca.us 🌐 website: <https://www.midkingsrivergsa.org>

The meeting can be attended on the Internet by clicking this link:

<https://countyofkings.webex.com/countyofkings/j.php?MTID=m3a04628bec64d1ed3eb1554572898668>

or by sending an email to bosquestions@co.kings.ca.us on the morning of the meeting for an automated email response with the WebEx meeting link information. Members of the public attending via WebEx will have the opportunity to provide public comment during the meeting. Remote WebEx participation for members of the public is provided for convenience only. In the event that the WebEx connection malfunctions or becomes unavailable for any reason, the Board of Supervisors reserves the right to conduct the meeting without remote access. *WebEx will be available for access at 12:55 p.m.*

Members of the public who wish to view/observe the meeting virtually can do so on the internet at: www.countyofkings.com and click on the “Join Meeting” button or by clicking this link:

<https://youtube.com/live/SGpEALHvaJY?feature=share>

****Members of the public viewing the meeting through YouTube will not have the ability to provide public comment.**

Members of the public may submit written comments on any matter within the Board’s subject matter jurisdiction, regardless of whether it is on the agenda for the Board’s consideration or action, and those comments may become part of the administrative record of the meeting. Comments will not be read into the record, only the names of those who have submitted comments will be read. Written comments should be directed to bosquestions@co.kings.ca.us email by 8:00 a.m. on the morning of the noticed meeting to be included in the record, those comments received after 8:00 a.m. may become part of the record of the next meeting. E-mail is not monitored during the meeting. To submit written by U.S. Mail to: Board of Director’s of the Mid-Kings River GSA, Attn: Clerk of the Board, County of Kings, 1400 W. Lacey Blvd., Hanford, CA 93230.

I 2:00 PM CALL TO ORDER
ROLL CALL – Chairperson
PLEDGE OF ALLEGIANCE

II UNSCHEDULED APPEARANCES
Any person may directly address the Board at this time on any item on the agenda, or on any other items of interest to the public, that is within the subject matter jurisdiction of the Board. Two (2) minutes are allowed for each item.

III APPROVAL OF MINUTES
A. Approval of the minutes from the special meeting for August 20, 2024.

IV

CONSENT CALENDAR

All items listed under the consent calendar are considered to be routine and will be enacted by one motion. For any discussion of an item on the consent calendar, it will be removed at the request of any Board Member and made a part of the regular agenda.

- A. None**

V

REGULAR AGENDA ITEMS

A. Discussion on the formation of a Stakeholder Committee

1. Staff Report
2. Discussion
3. Decision

B. Discussion concerning Counsel's Conflict Waiver

1. Staff Report
2. Discussion
3. Decision

C. Discussion on Amendment #3 to the Sustainable Groundwater Management Round I grant (Agreement No. 4600014648)

1. Staff Report
2. Discussion
3. Decision

VI

A. Board Member Announcements or Reports

On their own initiative Board Members may make a brief announcement or a brief report on their own activities. They may ask questions for clarification, make a referral to staff or take action to have staff place a matter of business on a future agenda (Gov. Code Section 54954.2a).

- ◆ Board Correspondence
- ◆ Information on Future Agenda Items

VII

A. CLOSED SESSION

- ◆ **Significant exposure to litigation: (1 Case) [Govt. Code Section 54956.9 (d)(2)(e)(1)]**

VIII

A. ADJOURNMENT

The next special meeting is scheduled for October 15, 2024 at 1:00 PM.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Mid-Kings River GSA office at (559) 852-2362 by 9:00 a.m. on the Monday prior to this meeting.

Agenda backup information and any public records provided to the Board after the posting of the agenda for this meeting will be available for public review within 24 hours of receipt of said documents, at the Mid-Kings River GSA office, located at 1400 W. Lacey Blvd., Hanford, CA 93230 or at <https://www.midkingsrivergsa.org/board.html>

Board Members

Joe Neves
Richard Valle
Doug Verboon
Rusty Robinson
Richard Fagundes
Mark Kairis



Staff

Chuck Kinney, General Manager
Diane Freeman, General Counsel
Catherine Venturella, Clerk

Special Meeting Action Summary

Date: Tuesday, August 20, 2024
Time: 2:00 p.m.
Place: BOARD of SUPERVISORS CHAMBERS, Kings County Government Center
1400 W. Lacey Boulevard, Hanford, California 93230

☎ (559) 852-2362 ✉ bosquestions@co.kings.ca.us 🌐 website: <https://www.midkingsrivergsa.org>

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or by sending an email to bosquestions@co.kings.ca.us on the morning of the meeting for an automated email response with the WebEx meeting link information. Members of the public attending via WebEx will have the opportunity to provide public comment during the meeting. Remote WebEx participation for members of the public is provided for convenience only. In the event that the WebEx connection malfunctions or becomes unavailable for any reason, the Board of Supervisors reserves the right to conduct the meeting without remote access. *WebEx will be available for access at 1:55 p.m.*

Members of the public who wish to view/observe the meeting virtually can do so on the internet at: www.countyofkings.com and click on the “Join Meeting” button or by clicking this link:
<https://youtube.com/live/FzY-dazxGYw?feature=share>

****Members of the public viewing the meeting through YouTube will not have the ability to provide public comment.**

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- I 2:00 PM **CALL TO ORDER**
ROLL CALL – Clerk of the Board
PLEDGE OF ALLEGIANCE
ALL MEMBERS PRESENT

II **BOARD REORGANIZATION**
Clerk of the Board

- A. The Office of Chairman of the Board of the Mid-Kings River GSA is declared vacant and a call for nominations is made.
- B. The Office of Vice Chairman of the Board of the Mid-Kings River GSA is declared vacant and a call for nominations is made.
On a motion by Supervisor Neves, and a second by Supervisor Valle, the Board elected Supervisor Verboon as Chairman and Supervisor Robinson as Vice Chairman for 2024 and moved to close the nominations. (JN, RV, RR, RF, MK, DV – Aye)

III **UNSCHEDULED APPEARANCES**

Any person may directly address the Board at this time on any item on the agenda, or on any other items of interest to the public, that is within the subject matter jurisdiction of the Board. Two (2) minutes are allowed for each item.

None

IV **APPROVAL OF MINUTES**

- A. Approval of the minutes from the special meeting for July 29, 2024.
ACTION: APPROVED AS PRESENTED (RR, JN, RV, RF, MK, DV- Aye)

V **CONSENT CALENDAR**

All items listed under the consent calendar are considered to be routine and will be enacted by one motion. For any discussion of an item on the consent calendar, it will be removed at the request of any Board Member and made a part of the regular agenda.

- A. **None**

VI **REGULAR AGENDA ITEMS**

- A. **Overview of the Mid-Kings River GSP and adopted policies**
 - 1. Staff Report
 - 2. Discussion**THE BOARD RECEIVED AN OVERVIEW AND DISCUSSED THE ACTIONS THAT THE PREVIOUS BOARD HAD COMPLETED TO DATE AND NO OFFICIAL ACTION WAS TAKEN.**
- B. **Discussion on the formation of a Stakeholder Committee**
 - 1. Staff Report
 - 2. Decision**ACTION: BY CONSENSUS THE BOARD DIRECTED STAFF TO BRING BACK A RESOLUTION FOR ADOPTION AND THE APPLICATION PROCESS FOR THE STAKEHOLDER COMMITTEE AT THE NEXT MEETING.**
- C. **Establish a new regular meeting date and time for the MKR GSA Board**
 - 1. Staff Report
 - 2. Discussion
 - 3. Decision**ACTION: APPROVED AS PRESENTED (JN, RV, RR, DV, RF, MK – Aye)**
- D. **Conflict of Interest Code**
 - 1. Staff Report
 - 2. Discussion
 - 3. Decision**ACTION: APPROVED AS PRESENTED (RR, RF, JN, RV, DV, MK -Aye)**

E. Request to release ~~two~~ three RFQ's 1) for Engineering Consulting services to assist the Mid-Kings River GSA on an as needed basis 2) Engineering Consulting services to revise the current GSP to be modified to address only the Mid-Kings River GSA area.

1. Staff Report
2. Discussion
3. Decision

ACTION: THE BOARD DIRECTED STAFF TO INLCUDE ATTORNEY SERVICES WITH WATER EXPERTISE TO ASSIST WITH THE MID-KINGS RIVER GSA AS A THIRD RFQ (JN, DV, RV, RR, RF MK - Aye)

F. Consider the appointment of a new Treasurer

1. Staff Report
2. Discussion
3. Decision

ACTION: APPROVED APPOINTING ERIK URENA, KINGS COUNTY DEPARTMENT OF FINANCE DIRECTOR AS THE TREASURER (JN, DV, RV, RR, RF, MK - Aye)

V G. Board Member Announcements or Reports

On their own initiative Board Members may make a brief announcement or a brief report on their own activities. They may ask questions for clarification, make a referral to staff or take action to have staff place a matter of business on a future agenda (Gov. Code Section 54954.2a).

Supervisor Verboon expressed that the Board is hoping to only be in their current roles as a temporary measure to protect the water rights for property owners and stated the Stake Holders Committee when completed will be able to move forward and continue and thanked everyone for their assistance in this process.

Board Correspondence: **None**

Information on Future Agenda Items: **None**

By consensus the Board decided to set the next special meeting will be held Tuesday, September 17, 2024, at 1:00 p.m.

VI H. CLOSED SESSION

None

VII I. ADJOURNMENT

The next regularly scheduled meeting:

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Mid-Kings River GSA office at (559) 852-2362 by 8:00 a.m. on the date of the meeting.

Agenda backup information and any public records provided to the Board after the posting of the agenda for this meeting will be available for public review within 24 hours of receipt of said documents, at the Mid-Kings River GSA office, located at 1400 W. Lacey Blvd., Hanford, CA 93230 or at <https://www.midkingsrivergsa.org/board.html>



Date: September 17, 2024

To: Board of Directors
From: Chuck Kinney, General Manager

Subject: Formation of a Stakeholder Advisory Committee

Background

At your meeting on August 20, 2024, your Board directed Staff to prepare a resolution for you to consider establishing an 11 member Stakeholder Advisory Committee. The purpose and function of the Stakeholder Advisory Committee is to advise the Board of Directors regarding policy and procedures of the Authority and development and implementation of the Plan as well as all water matters affecting the Mid-Kings River GSA. A resolution has been prepared and attached as Exhibit "A" for your consideration to establish the Stakeholder Advisory Committee.

Request

The General Manager requests the Board of Directors review and consider approval of the attached resolution.

**BEFORE THE MID-KINGS RIVER GSA
BOARD OF DIRECTORS**

**IN THE MATTER OF ESTABLISHING
THE MID-KINGS RIVER GSA
STAKEHOLDER ADVISORY COMMITTEE
TO ADVISE THE BOARD OF DIRECTORS
ON MATTERS RELATED TO THE GSA/**

RESOLUTION NO. 24-001

WHEREAS, the Mid-Kings River GSA was established in 2017 with the purpose of implementing a groundwater sustainability plan for a portion of the Tulare Lake Subbasin; and

WHEREAS, this Board of Directors is keenly interested, on behalf of all persons in the Mid-Kings River GSA, in the development, use and conservation of water resources, both as to quantity and quality, for agricultural, commercial, industrial, domestic and recreational uses in the GSA.

NOW, THEREFORE, IT BE RESOLVED, as follows:

1. Establishment of the Mid-Kings River GSA Stakeholder Advisory Committee. There is hereby created and established an advisory committee for water matters, which committee shall be known as the Mid-Kings River GSA Stakeholder Advisory Committee (the "Stakeholder Committee").

2. Purposes and Functions. The purposes and functions of the Stakeholder Committee shall be to advise the Board of Directors on water matters, as follows:

a. Upon request of the Board of Directors, to investigate and study designated water matters affecting the Mid-Kings River GSA and report and advise thereon to the Board of Directors.

b. Upon request of the Board of Directors, to advise and report to the Board concerning water matters which are proposed or enacted under state or federal legislation or regulations affecting the Mid-Kings River GSA.

c. Upon its own motion, to call the attention of the Board of Directors to pending water matters, legislation or regulations affecting Mid-Kings River GSA and make recommendations on the development and implementation of the ground water sustainability plan.

3. Membership Eligibility. The Stakehold Committee shall consist of eleven (11) voting members to be appointed as follows:

a. Board of Directors Representatives. Each member of the Board of Directors shall appoint one Stakeholder Committee member and one alternate Stakeholder Committee member, both who shall be an owner or lessee of a groundwater well within both the Mid-Kings River GSA area and the appointing Director's district or city. In the absence of the appointed Stakeholder Committee member the alternate which has been appointed for that district or city may assume the role for that meeting.

b. Regular Committee Representatives. The Board of Directors shall appoint five Stakeholder Committee members and an alternate for each of the five Stakeholder Committee members, each of whom shall be either i. the owner or lessee of a groundwater well within the Mid-Kings River GSA area; or ii. operate a canal system within the Mid-Kings River GSA area, be a water district or irrigation district), and represent one of the following categories shown as bullets below. Only one member and one alternate may be selected by the Board of Directors from each of the categories below. In the absence of the appointed Stakeholder Committee member the alternate, appointed for that category may assume the role for that meeting.

- Agricultural Row crop
- Agricultural Perminant crop
- Confined animal operation
- Agricultural processors
- Shallow well user
- Industrial user

- Domestic user.
- Environmental user of groundwater
- Disadvantaged communities/Public Water systems
- Non Profit organization that provide assistance to people impacted by Gound water issues.
- Santa Rosa Rancheria
- Water District
- Irrigation District

c. Ex-Officio Members. The Board of Directors may from time to time appoint ex-officio members to serve on a temporary basis to assist with particular matters or on a permanent basis as it deems appropriate. Ex-officio members may participate in meetings as regular members, except that ex-officio members may not vote on matters coming before the Stakeholder Committee, and they shall not be counted for the purposes of determining whether a quorum is present at Stakeholder Committee meetings.

d. Maddy Act Requirements. The appointment of Stakeholder Committee members under subsections 3(a) and 3(b) above shall be subject to the provisions of the Maddy Act (Government Code section 54970, et seq.).

4. Membership Term. Subject to the additional limitations set forth below, the term of office of each Regular Stakeholder Committee member shall be four years from the date of appointment. Ex-officio members shall serve at the will of the Board of Directors.

a. Representative Members. Each of those Stakeholder Committee members appointed under Sections 3(a) and 3(b) above whose appointment requires ownership or leasing of a groundwater well in a particular geographical area shall serve only as long as that ownership or lease continues in the particular area.

b. Stakeholder Committee members that miss three consecutive meetings may be removed from the Stakeholder Committee by a vote of the Board of Directors.

5. Compensation and Expenses of Commission Members. Stakeholder Committee Members shall serve without compensation. With the prior approval of the general manager of the Mid-Kings River GSA, ordinary and necessary expenses of members incurred in performing approved special projects on behalf of the Stakeholder Committee may be advanced or reimbursed, including.

6. Staff. Until such time that the Mid-Kings River GSA employs its own staff, the County Community Development Agency, the County Counsel, the Finance Department and other County departments shall provide information and services to the Stakeholder Committee from time to time when called upon by the Stakeholder Committee. Until such time that the Mid-Kings River GSA employs its own staff, the County Community Development Agency shall maintain the primary responsibility for providing staff for the Stakeholder Committee.

7. Officers. The following officers shall be elected from the voting members of the Stakeholder Committee at the first meeting of the Stakeholder Committee in each calendar year:

a. Chairperson. The Chairperson shall be responsible for the conduct of all meetings and the calling of special meetings, and shall be the official representative of the Stakeholder Committee except when a representative is otherwise designated.

b. Vice-Chairperson. The Vice-Chairperson shall serve in the absence of the Chairperson, and shall succeed to the office of Chairperson if that office becomes vacant for any reason.

c. Temporary Chairperson. In the absence of the Chairperson and Vice-Chairperson, the Regular Members may elect a temporary Chairperson to conduct a properly scheduled meeting.

8. Secretary. The Mid-Kings River GSA general manager shall be designated as the secretary for the Stakeholder Committee. The secretary shall maintain all records and conduct correspondence of the Stakeholder Committee, prepare agendas, official documents and resolutions, and give notice of meetings.

9. Voting; Participation. All Stakeholder Committee actions shall be by a majority vote at meetings of a quorum of Voting Members. A quorum of Voting Members shall consist of a majority of the Voting Members (6 members). Ex-Officio Members have no vote but may otherwise actively participate at meetings of the Stakeholder Committee.

10. Meetings.

a. Place. Meetings of the Stakeholder Committee shall be held at the Kings County Government Center in Hanford unless unusual or special circumstances warrants a meeting elsewhere in the County and notice of the alternative location is provided.

b. Calling Meetings. The Board of Directors may call for special meetings of the Stakeholder Committee to address specified issues. The Stakeholder Committee may establish the date, time and specific location of its regular meetings. The Chairperson of the Stakeholder Committee or any three Voting Members of the Stakeholder Committee may call a special meeting.

c. Brown Act; Rules of Order. The Stakeholder Committee is subject to the provisions of the Ralph M. Brown Act related to the meeting of local agencies (Chapter 9, Section 54950, Part I, Division 2 of Title 5 of the Government Code.). Meetings shall be conducted according to Roberts Rules of Order.

11. Bylaws. The Stakeholder Committee may adopt bylaws for the conduct of their business consistent with the express terms of this Resolution after the bylaws are approved by the Board of Directors.

12. Subcommittees. The Stakeholder Committee may appoint special ad hoc subcommittees to research, study and make recommendations on special issues related

to water matters as determined by the Stakeholder Committee. Ad hoc Subcommittees shall terminate when their functions are no longer necessary.

13. Reimbursement of Expenses. No engineering, legal or other professional service to the Stakeholder Committee shall be compensated by the Mid-Kings River GSA without prior approval of the Board of Directors entered upon the minutes of the Board of Directors, except that the County Counsel shall be the legal advisor to the Stakeholder Committee, until such time as the Board of Directors selects otherwise. The members of the Stakeholder Committee shall serve without compensation or reimbursement, except for mileage reimbursement at the then current Federal rate when traveling outside of Kings County with prior approval of the Board of Directors.

14. The Stakeholder Committee shall make regular reports of its activities to the Board of Directors at least once per quarter.

The foregoing resolution was adopted upon motion by Director _____, seconded by Director _____, at a regular meeting held on the 17th day of September, 2024, by the following vote:

AYES: Directors
NOES: None
ABSENT: None

Doug Verboon, Chairman of the Mid-Kings River GSA
Board of Directors

WITNESS my hand and seal of said Board of Directors this 17th day of September, 2024.

Catherine Venturella, Clerk of said Board of Directors

Application Form
STAKEHOLDER COMMITTEE

The Mid-Kings River Groundwater Sustainability Agency has established a Stakeholder Committee. The Committee is focused on advising the Board of Directors regarding policy and procedures of the Authority and development and implementation of the Plan. Committee members are appointed by the Authority's Board of Directors. Should vacancies develop, the Board will select new members from the applications received.

Date: _____

Name _____

Address _____

Phone Number _____

Employer _____ Position _____

Area(s) of groundwater representation (circle):

Agriculture Row Crop

Shallow Well User

Disadvantaged Community/Public Water System

Agriculture Permanent Crop

Industrial User

Environmental user of Groundwater

Confined Animal Operation

Domestic User

Non-Profit organization serving impacted groundwater users

Agricultural Processor

Santa Rosa Rancheria

Water District

Irrigation District

How are you associated with the interest you've designated above?

Reason for Applying?

Applicable Training, Education and/or Experience?

Community Service, Board, Committee or Commission Experience?

Signature _____

_____ Date

**Please return application to:
Mid-Kings River GSA,
1400 W. Lacey Blvd., Hanford, CA 93230
(559) 852-2670 *FAX (559) 584-8989
Email: Chuck.Kinney@co.kings.ca.us**



Date: September 17, 2024

To: Board of Directors
From: Chuck Kinney, General Manager

Subject: Counsel's Conflict Waiver

Background

County Counsel utilizes the law firm Best Best & Krieger (BBK) as special counsel and BBK currently represents Kings County as to counsel on matters related to groundwater, and other matters. The Mid-Kings River GSA is seeking legal counsel from both County Counsel and also Best Best & Krieger who works as special counsel to the County Counsel's office. Best Best & Krieger will not represent the Mid-Kings River GSA on any litigation matters against the County. At this time, BBK is not aware of any direct conflict between the Mid-Kings River GSA and the County. Although no conflict exists today Best Best & Krieger have prepared a conflict waiver to advise the Mid-Kings River GSA of the potential conflict of interest, the impact of their representation, and to obtain the Mid-Kings River GSA's informed written consent to their work for the County on the County Matters while concurrently represent the Mid-Kings River GSA on the Mid-Kings River GSA Matters.

Request

The General Manager requests the Board of Directors review and consider approval of the attached conflict waiver.



Jeffrey V. Dunn
Partner
(949) 263-2616
jeffrey.dunn@bbklaw.com

September 4, 2024

Chuck Kinney
General Manager
Mid-Kings River GSA
1400 W. Lacey Blvd., Bldg #6
Hanford, CA 93230

Re: Conflict Waiver - Representation of Kings County

Dear Ms. Freeman:

Best Best & Krieger (“BBK”) represents Kings County (the “County”) as its special counsel on matters related to groundwater, and potentially other matters in the future, if requested by the County (the “County Matters”). Mid-Kings River Groundwater Sustainability Agency (“Mid-Kings”) is seeking legal counsel and may ask BBK to represent Mid-Kings as its special counsel on a variety of matters, including groundwater issues, other types of water rights, litigation, and potentially other matters in the future, if requested by Mid-Kings (the “Mid-Kings Matters”). BBK will not represent Mid-Kings on any litigation matters against the County. As you know, the County is a member of Mid-Kings along with the City of Hanford. Additionally, the County’s Board of Supervisors are members of the Mid-Kings Board of Directors. At this time, we are unaware of any direct conflicts between Mid-Kings and the County.

We understand that Mid-Kings’ and the County’s interests are currently aligned, nevertheless there is always the possibility for potential issues to arise between Mid-Kings and the County. Furthermore, it is possible that BBK, as the County’s special counsel, may represent the County on future matters that could adversely impact Mid-Kings’. Therefore, we write to advise Mid-Kings’ of the potential conflict of interest, the impact of our representation, and to obtain the Mid-Kings’ informed written consent to our work for the County on the County Matters while we concurrently represent Mid-Kings’ on the Mid-Kings’ Matters. We are concurrently asking the same of the County.

RULES OF PROFESSIONAL CONDUCT

Rule 1.7 of the California Rules of Professional Conduct provides in pertinent part:

- (a) A lawyer shall not, without informed written consent from each client and compliance with paragraph (d), represent a client if the representation is directly adverse to another client in the same or a separate matter.
- (b) A lawyer shall not, without informed written consent from each affected client and compliance with paragraph (d), represent a client if there is a significant risk the

lawyer's representation of the client will be materially limited by the lawyer's responsibilities to or relationships with another client, a former client or a third person, or by the lawyer's own interests.

...

- (d) Representation is permitted under this rule only if the lawyer complies with paragraphs (a), (b), . . . and:
- (1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;
 - (2) the representation is not prohibited by law; and
 - (3) the representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal.

SCOPE OF REPRESENTATION & DISCLOSURES

As part of this consent, Mid-Kings' agrees that we may represent the County on the County Matters while we concurrently represent Mid-Kings' on the Mid-Kings' Matters. As mentioned above, BBK will not represent Mid-Kings on litigation matters against the County. Our representation of Mid-Kings and the County as described in this letter is not prohibited, but requires the Mid-Kings' and the County's consent. We do not believe our representation of the County will impair our competency, diligence or loyalty to Mid-Kings nor will it otherwise materially limit our representation of Mid-Kings or impair our independent professional judgment in any way. For example, we do not believe we will be tempted to favor the interests of one client over the other, nor do we think the relationship will create any appearance of impropriety. One possible consequence of our representation of both Mid-Kings and the County is that each entity may request advice from BBK on a groundwater issue that affects each of them differently. If that happens, BBK's advice to the County may conflict with Mid-Kings' goals. Because of the County's role as a member of Mid-Kings and its role in managing Mid-Kings we believe this scenario is unlikely. However, these are all things Mid-Kings should consider before signing this waiver letter.

In the event that circumstances change or we become aware of new information that requires client consent or new notice, each client will be notified of that fact immediately, and continued representation will be subject to that notice and the informed written consent of each client will be obtained as necessary. Should an actual conflict of interest develop in the future or if the relationship should materially limit our representation of either client, we may be required to terminate our representation, which could impact attorney's fees and costs should Mid-Kings need to hire new counsel at that time.

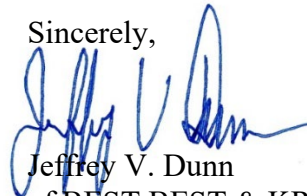
MID-KINGS' CONSENT

If Mid-Kings agrees to the above, we need an authorized representative of Mid-Kings to sign this consent letter. This consent will not waive any protection that Mid-Kings may have with regard to attorney-client communications with us in the Mid-Kings' Matters in which BBK represents Mid-Kings. Those communications will remain confidential and will not be disclosed to any third party without Mid-Kings' consent.

Please consider this matter carefully, and do not hesitate to contact us if you have any questions or concerns. You may wish to confer with independent legal counsel regarding this disclosure and your consent, and you should feel free to do so.

Mid-Kings' execution of this consent form will constitute an acknowledgment of full disclosure in compliance with the requirements of Rule 1.7 of the California Rules of Professional Conduct previously quoted in this letter, and Mid-Kings' consent to our representation of Mid-Kings on the Mid-Kings Matters while we concurrently represent the County on the County Matters.

Sincerely,



Jeffrey V. Dunn
of BEST BEST & KRIEGER LLP

CONSENT

By this letter, Best Best & Krieger LLP has explained the proposed representation, the existing and/or reasonably foreseeable potential risks and conflicts of interest in the above referenced matter, and has informed me of the possible consequences of this representation arrangement and those conflicts. I understand that I have the right to and have been encouraged to consult with independent counsel before signing this consent, and I acknowledge that I have been given sufficient time to do so. Notwithstanding the foregoing, I hereby consent and agree to be represented by Best Best & Krieger LLP as described above.

By: _____

Diane Freeman, General Counsel

Mid-Kings River Groundwater
Sustainability Agency

Dated: _____



Date: September 17, 2024

To: Board of Directors
From: Chuck Kinney, General Manager

Subject: Amendment #3 of Grant Agreement Number 4600014648

Background

The Mid-Kings River (MKR) GSA is the recipient of the Sustainable Groundwater Management Round 1 Implementation Grant, managed by the Department of Water Resources (DWR). Staff desires to request a third amendment to this grant for the following reasons.

The Tulare lake Subbasin determined that work listed Component 5, Basin Assessment Studies, needed to be substantially modified based on discussions with DWR and State Water Resources Control Board (SWRCB). With the receipt of the Inadequate Determination letter from DWR, it was determined that the Task 1: GSP Update will require further revisions. Further revisions to the GSP Update were not included in the initial budget. When assessing revisions to the GSP Update, it is expected that Category (B) Environmental / Engineering / Design will exceed its budget of \$950,000.00 upon completion. Therefore we are requesting the following changes to Category B:

- Expand Task 1 to include the preparation of revised 2024 GSP and integrated hydrogeologic model.
- Eliminate Tasks 2 (Groundwater/Basin Studies) and Task 3 (Monitoring Well Installation)

In consideration of the further revisions that must be made to the 2022 GSP, MKRGSA is requesting to change the scope of work for Component 5, Task 2: Groundwater/Basin Studies. The scope of work for Task 2, includes an analysis of groundwater quality improvement through recharge with surface water. Also included in the scope of work is an analysis to quantify recharge and storage of surface water along with identifying viable locations for new Representative Monitoring Sites (RMS). A technical memo was to be provided to the DWR summarizing the results of the studies. Instead, MKRGSA is requesting to waive the need for a separate study and its corresponding technical memo. In updating the GSP, multiple evaluations and considerations will be made regarding RMS and the monitoring of their respective aquifer groundwater attributes. MKRGSA is requesting to dissolve the scope of work for Component 5, Task 2: Groundwater/Basin Studies as much of the task scope of work is addressed in Component 5, Task 1: GSP Update.

The following changes to Component 3 KRCD Kings River Channel Reclamation Project:

This project has been completed, therefore, we are requesting that \$264,696.72 be moved to Component 5. The implementing agency for Component 3, the Kings River Conservation District (KRCD) has agreed that the project has been completed and the goals have been met (see attached letter from KRCD). This request will not change the schedule for Component 5.

The following changes to Component 1, Grant Administration:

- Additionally, MKRGSA is requesting to shift \$25,801.87 from Component 1, Grant Administration, to Component 5, Basin Assessment Studies. In addition to the ongoing revisions and effort directed to the GSP update,

Finally, Amendment No. 3 has been composed to provide written notification that reflects the structural changes within the MKRGSA. Specifically, Dennis Mills has resigned as the MKRGSA General Manager and Chuck Kinney will be assuming the role of General Manager for the MKRGSA. Chuck Kinney will now serve as the project representative, as such, a new Authorization Resolution will be prepared and submitted to the DWR accordingly.

Attached to this staff report is a copy of a letter to the State notifying them of all of the items outlined in this staff report, a letter from KRCD in support of these amendments, and a Resolution to approve submittal of Amendment #3. Also attached is a redline copy of Agreement Number 4600014648 clearly indicating the changes discussed in this staff report.

Request

The General Manager requests the Board of Directors review the recommended changes as outlined above and shown in the redline copy of Agreement Number 4600014648 and consider approval of the attached resolution which authorizes the submittal of Amendment #3 to the State.

September 13, 2024

Ms. Haley Miller
California Department of Water Resources
Division of Regional Assistance
Financial Assistance Branch
715 P Street
Hanford, California 93230

**Subject: Component 3
MKRGSA-DWR SGM Round I Agreement
Agreement No. 4600014648**

Dear Ms. Miller:

The Kings River Conservation District (KRCD) is the lead agency responsible for implementing Component 3 of the SGM Round I grant (Agreement No. 4600014648) between Mid-Kings River Groundwater Sustainability Agency (MKR GSA) and the California Department of Water Resources (DWR). Component 3 consisted of the removal of collected sediment within the South Fork channel of the Kings River. KRCD had previously identified sections along the Kings River in need of reclamation to restore 100-year flood capacity along the channel. KRCD identified one critical area along the South Fork Section located between Jackson Avenue bridge and Empire Weir 1 within the South Fork Kings GSA (SFK GSA). The SFK GSA agreed that this is important project as removing accumulated sediments will reclaim capacity for water flows and allow entitled irrigation and floodwaters to be used in lieu of groundwater pumping.

The project included the preparation of design drawings and specifications, selection of the contractor, and removal of approximately 129,042 cubic yards of accumulated sediments. All this work was accomplished in three months in order to complete the project before water was released in the Kings River. Due to the unanticipated early flood flows in the river, the project was suspended short of its original goals but is considered complete. The removal of the sediments allowed the South Fork channel to accommodate the flood flows and minimized the pressure on the levee systems.

At this time, KRCD is satisfied that goals and targets of the project have been met and additional work is not necessary at this location. Based on this conclusion, KRCD agrees to relinquish the remaining funds in the amount of \$264,696.72 back to the MKR GSA. We understand and support that these funds will be used revise the Tulare Lake Subbasin Groundwater Sustainability Plan.

Ms. Haley Miller
September 17, 2024
Page 2

Please feel free to contact if you have any questions.

Sincerely,

David Merritt
General Manager



1400 W. Lacey Blvd, Hanford, CA 93230

Ms. Haley Miller
California Department of Water Resources
Division of Regional Assistance
Financial Assistance Branch
715 P Street
Sacramento, CA 95814

RE: ***Amendment Request No 3***
MKRGSA – DWR SGM Round I Agreement
Agreement No. 4600014648

Dear Ms. Miller:

The Mid-Kings River (MKR) GSA is the recipient of the Sustainable Groundwater Management Round 1 Implementation Grant, managed by the Department of Water Resources (DWR). This letter represents our formal request for an amendment (Amendment No. 3) to Agreement No. 4600014648 between MKRGSA and DWR.

Reason for Request

The Tulare lake Subbasin determined that work listed Component 5, Basin Assessment Studies, needed to be substantially modified based on discussions with DWR and State Water Resources Control Board (SWRCB). With the receipt of the Inadequate Determination letter from DWR, it was determined that the Task 1: GSP Update will require further revisions. Further revisions to the GSP Update were not included in the initial budget. When assessing revisions to the GSP Update, it is expected that Category (B) Environmental / Engineering / Design will exceed its budget of \$950,000.00 upon completion. Therefore we are requesting the following changes to Category B:

- Expand Task 1 to include the preparation of revised 2024 GSP and integrated hydrogeologic model.
- Eliminate Tasks 2 (Groundwater/Basin Studies) and Task 3 (Monitoring Well Installation)

In consideration of the further revisions that must be made to the 2022 GSP, MKRGSA is requesting to change the scope of work for Component 5, Task 2: Groundwater/Basin Studies. The scope of work for Task 2, includes an analysis of groundwater quality improvement through recharge with surface water. Also included in the scope of work is an analysis to quantify recharge and storage of surface water along with identifying viable locations for new Representative Monitoring Sites (RMS). A technical memo was to be provided to the DWR summarizing the results of the studies. Instead, MKRGSA is requesting to waive the need for a separate study and its corresponding technical memo. In updating the GSP, multiple evaluations and considerations will be made regarding RMS and the monitoring of their respective aquifer groundwater attributes.

MKRGSA is requesting to dissolve the scope of work for Component 5, Task 2: Groundwater/Basin Studies as much of the task scope of work is addressed in Component 5, Task 1: GSP Update.

The following changes to Component 3 KRCD Kings River Channel Reclamation Project:

This project has been completed, therefore, we are requesting that \$264,696.72 be moved to Component 5. The implementing agency for Component 3, the Kings River Conservation District (KRCD) has agreed that the project has been completed and the goals have been met (see attached letter from KRCD). This request will not change the schedule for Component 5.

The following changes to Component 1, Grant Administration:

- Additionally, MKRGSA is requesting to shift \$25,801.87 from Component 1, Grant Administration, to Component 5, Basin Assessment Studies. In addition to the ongoing revisions and effort directed to the GSP update,

Finally, Amendment No. 3 has been composed to provide written notification that reflects the structural changes within the MKRGSA. Specifically, Dennis Mills has resigned as the MKRGSA General Manager and Chuck Kinney will be assuming the role of General Manager for the MKRGSA. Chuck Kinney will now serve as the project representative, as such, a new Authorization Resolution will be prepared and submitted to the DWR accordingly.

Attached is a copy of the Resolution from the MKRGSA Board approving the submittal of Amendment 3. Also attached is a redline copy of Agreement Number 4600014648 clearly indicating the changes discussed in this letter.

We appreciate your help with this amendment request. Please feel free to contact me if you have any questions.

Sincerely,

Chuck Kinney, General Manager
Mid-Kings River Groundwater Sustainability Agency

Enclosures: MKRGSA Board Resolution 24-002

Revised Agreement 4600014648

Cc:

Amer Hussain, Geosyntec, TLS Point of Contact (POC)
Deanna Jackson, Tri-County Water Authority, Executive Director
Jeoff Wyrick, El Rico GSA, Board Chairman
Michael Nordstrom, Southwest Kings GSA, Board Member
Johnny Gailey, South Fork Kings GSA, General Manager

Resolution No. 2024-002

Resolved by the Mid-Kings River Groundwater Sustainability Agency Board of Directors, that [Amendment 3 to Agreement Number 4600014648](#) be [submitted](#) to the California Department of Water Resources [per](#) the 2021 Sustainable Groundwater Management (SGM) Grant Program SGMA Implementation Grant pursuant to the California Budget Act of 2021 (Stats. 2021, Ch. 240, § 80). Chuck Kinney, the General Manager of the Mid-Kings River Groundwater Sustainability Agency, or designee, is hereby authorized and directed to [submit Amendment 3](#) and any future amendments with the California Department of Water Resources. Passed and adopted at a meeting of the Board of Directors of the Mid-Kings River Groundwater Sustainability Agency on [September 17, 2024](#).

Authorized Original Signature: _____
Printed Name: _____
Title: _____
Board Chair: _____

Certification

I do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the Mid-Kings River Groundwater Sustainability Agency Board of Directors held on [September 17, 2024](#).

Board Chair: _____

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA
(DEPARTMENT OF WATER RESOURCES) AND
MID-KINGS RIVER GSA
AGREEMENT NUMBER 4600014648**

**SUSTAINABLE GROUNDWATER MANAGEMENT ACT (SGMA) IMPLEMENTATION GRANT
AMENDMENT #3**

Deleted: 2

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 Mid-Kings River GSA, a public agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee," which parties do hereby agree as follows:

1. **PURPOSE.** The State shall provide funding from the Budget Act of 2021 (Stats. 2021, ch. 240, § 80) to the Grantee to assist in financing the Tulare Lake Subbasin Groundwater Recharge and Sustainability Projects (Project). By executing this Agreement, the Grantee certifies that the purpose of the Project is to implement SGMA as outlined in the Grantee's Groundwater Sustainability Plan (GSP) or Alternative to a GSP. The provision of State funds pursuant to this Agreement shall not be construed or interpreted to mean that the Groundwater Sustainability Plan (GSP) or Alternative to GSP, or any components of the GSP, implemented in accordance with the Work Plan as set forth in Exhibit A will be: adopted by the applicable Groundwater Sustainability Agency (GSA); obtain the necessary desirable results of Sustainable Management Criteria; or, meet all of the evaluation and assessment criteria when submitted to DWR as required by the SGMA and implementing regulations.
2. **TERM OF GRANT AGREEMENT.** The term of this Grant Agreement begins on the date of grant execution and ends three (3) years following the final payment unless otherwise terminated or amended as provided in this Agreement. However, all work shall be completed by APRIL 30, 2025, and no funds may be requested after JUNE 30, 2025.
3. **GRANT AMOUNT.** The maximum amount payable by the State under this Agreement shall not exceed \$7,600,000.
4. **GRANTEE COST SHARE.** Not applicable.
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:
 - A. The Grantee must demonstrate compliance with all eligibility criteria set forth on Pages 7 through 13 of the *SGM Grant Program 2021 Guidelines* (2021 Guidelines).
 - B. For the term of this Grant Agreement, the Grantee submits Quarterly Progress Reports, associated quarterly invoices, and all invoice backup documentation no later than sixty (60) days following the end of the calendar quarter (e.g. submitted by May 30th, August 29th, November 29th, and February 28th) and all other deliverables as required by Paragraph 12, "Submission of Reports" and Exhibit A, "Work Plan".
 - C. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State:
 - i. Final plans and specifications certified by a California Registered Civil Engineer (or equivalent registered professional as appropriate) to certify compliance for each approved project as listed in Exhibit A, "Work Plan" of this Grant Agreement.
 - ii. Work that is subject to the California Environmental Quality Act (CEQA) process and/or environmental permitting shall not proceed under this Grant Agreement until the following actions are performed:
 - a. The Grantee submits to the State all applicable environmental permits as indicated on the Environmental Information Form (EIF) to the State,
 - b. Documents that satisfy the CEQA process are received by the State,
 - c. The State has completed its CEQA compliance review as a Responsible Agency, and

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

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

iii. A monitoring plan as required by Paragraph 14, "Project Monitoring Plan Requirements."

6. **DISBURSEMENT OF FUNDS.** The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to the Grantee under this Grant Agreement shall be deposited in a non-interest bearing account and shall be used solely to pay Eligible Project Costs.
7. **ELIGIBLE PROJECT COST.** The Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget". Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Work performed on the Project after DECEMBER 17, 2021, shall be eligible for reimbursement.

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

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

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

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 US mail or Express mail delivery of a "wet signature" invoice or an electronic invoice certified and transmitted via DocuSign for costs incurred and timely Quarterly Progress Reports as required by Paragraph 12, "Submission of Reports." Payment will be made no more frequently than quarterly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Invoices must accompany a Quarterly Progress Report and shall be submitted within no later than sixty (60) days following the end of the calendar quarter (e.g. submitted by May 30th, August 29th, November 29th, and February 28th). The State will notify the Grantee, in a timely manner, whenever, upon review of an Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Grantee shall include the following information:

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

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

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any

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

9. 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 10, "Default Provisions," the portion that has been disbursed shall thereafter be repaid immediately at the time the State notifies the Grantee, as directed by the State. The State may consider the Grantee's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 10. 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.
10. DEFAULT PROVISIONS. The Grantee will be in default under this Grant Agreement if any of the following occur:
- A. Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between the Grantee and the State evidencing or securing the Grantee's obligations;
 - B. Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement;
 - C. Failure to operate or maintain the Project in accordance with this Grant Agreement.
 - D. Failure to make any remittance required by this Grant Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.5.
 - E. Failure to submit quarterly progress reports pursuant to Paragraph 5.
 - F. Failure to routinely invoice the State pursuant to Paragraph 8.
 - G. Failure to meet any of the requirements set forth in Paragraph 11, "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:
- A. Declare the funding be immediately repaid.
 - B. Terminate any obligation to make future payments to the Grantee.
 - C. Terminate the Grant Agreement.
 - D. 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.

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

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

and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of the Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of the State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 10, "Default Provisions."

14. PROJECT MONITORING PLAN REQUIREMENTS. As required in Exhibit A, "Work Plan", a Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. The Monitoring Plan should incorporate Post Performance Monitoring Report requirements as defined and listed in Exhibit J, "Monitoring and Maintenance Plan Components". The SGM Grant Program has developed post construction monitoring methodologies that shall be used for the Post Performance Reporting.
15. 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, that projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board. See Exhibit G, "Requirements for Data Submittal" for web links and information regarding other State monitoring and data reporting requirements.
16. NOTIFICATION OF STATE. The Grantee shall promptly notify the State, in writing, of the following items:
 - A. Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
 - B. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by the State's representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.
 - C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.
 - D. The initiation of any litigation or the threat of litigation against the Grantee regarding the Project or that may affect the Project in any way.
 - E. For implementation/construction Projects, final inspection of the completed work on a project by a Registered Civil Engineer, in accordance with Standard Condition D.18, "Final Inspections and Certification of Registered Civil Engineer." The Grantee shall notify the State's Grant Manager of the inspection date at least fourteen (14) calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.
17. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:
 - A. By delivery in person.
 - B. By certified U.S. mail, return receipt requested, postage prepaid.
 - C. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.

- D. By electronic means.
 - E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the below addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.
18. 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.

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

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

Mid-Kings River GSA
[Chuck Kinney](#)
General Manager
[1400 W. Lacey Blvd.](#)
Hanford, CA 93230
Phone: (559) [852-2674](#)
Email: chuck.kinney@co.kings.ca.us

Direct all inquiries to the Grant Manager:

Department of Water Resources

[Haley Miller](#)
Engineering Geologist
P.O. Box 942836
Sacramento, CA 94236-001
Phone: (916) [291-0878](#)
Email: haley_miller@water.ca.gov

Grantee Project Manager
Amer Hussain, PE
Senior Principal
1111 E Herndon Ave Suite 217
Fresno, CA 93720
Phone: 559-228-9086
Email: ahussain@geosyntec.com

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

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Deleted: Dennis Mills

Deleted: 200 North Campus Drive

Deleted: 584-6412

Commented [HM1]: Update the new GSA project representative and provide us a new resolution to reflect the grant specific designee

Deleted: kowdh2o@sbcglobal.

Deleted: net

Deleted: eosyntec Consultants

Deleted: Christopher Martinez

Deleted: 902-7015

Deleted: christopher

Deleted: martine

Deleted: z

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

- Exhibit A– Work Plan
- Exhibit B– Budget
- Exhibit C– Schedule
- Exhibit D– Standard Conditions
- Exhibit E– Authorizing Resolution Accepting Funds
- Exhibit F– Report Formats and Requirements
- Exhibit G– Requirements for Data Submittal
- Exhibit H– State Audit Document Requirements and Funding Match Guidelines for Grantees
- Exhibit I– Project Location
- Exhibit J– Monitoring and Maintenance Plan Components
- Exhibit K– Local Project Sponsors
- Exhibit L– Appraisal Specifications
- Exhibit M– Information Needed for Escrow Process and Closure
- Exhibit N– Project Monitoring Plan Guidance
- Exhibit O– Invoice Guidance for Administrative and Overhead Charges

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

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

Mid-Kings River GSA

Carmel Brown
Manager, Financial Assistance Branch

[Chuck Kinney](#)
General Manager

Deleted: Dennis Mills

Commented [HM2]: Updated this reflect the change in the signatory

Date _____

Date _____

Approved as to Legal Form and Sufficiency

_____ for

Robin Brewer
Assistant General Counsel,
Office of the General Counsel

Date _____

Exhibit A WORK PLAN

Project Title: Tulare Lake Subbasin Groundwater Recharge and Sustainability Projects (Project)

Project Description: The Work Plan includes activities associated with implementation and continued planning, development, and preparation of a GSP for the Tulare Lake Subbasin (Subbasin). The resulting GSP will incorporate appropriate Best Management Practices (BMPs) as developed by DWR, and will result in a more complete understanding of the groundwater subbasin to support long-term sustainable groundwater management. The Project also contains construction on numerous groundwater recharge facilities. The Work Plan includes five Components:

- Component 1: Grant Administration
- Component 2: Kings County Water District (KCWD) Recharge Basins Project
- Component 3: Kings River Conservation District (KRCD) Kings River Channel Reclamation Project
- Component 4: Corcoran Irrigation District (CID) Basin Recharge Project
- Component 5: Mid-Kings River GSA Basin Assessment Studies

COMPONENT 1: GRANT ADMINISTRATION

Category (a): Grant Agreement Administration

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

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

Prepare the Draft Grant Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the work completion date listed in Paragraph 2. DWR's Grant 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 DWR Grant Manager's comments prior to the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the work completion report. However, all charges accrued after the work completion date in Paragraph 2 will not be reimbursed. The retention invoice must be received, processed, and through DWR's accounting office by may not request funds after date outlined in Paragraph 2. All deliverables listed within the Work Plan shall be submitted with the Final Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- EIF
- Deliverable due date schedule
- Quarterly Progress Reports, Quarterly Invoices, and all required backup documentation
- Draft and Final Grant Completion Reports

COMPONENT 2: KCWD RECHARGE BASINS PROJECT

Implementing Agency: Kings County Water District

Component 2 consists of the construction of a new recharge basin (Griswold Basin) and improvements to several existing recharge basins (Railsback Basin, Cody Slough, Smith Basin, Lopez Basin). Component 2 will install or renovate existing structures (i.e., intake pipes, weirs, riprap) in each basin and install groundwater monitoring wells to assess improvements to change in groundwater levels, storage and quality. The Griswold basin will create an approximate 35-acre recharge area between the Old River Channel and the Riverbank Ditch, allowing the basins to fill up to 12 feet of floodwater. Cody Slough will be expanded by 6 acres and also include two new turnout structures and culverts. The Railsback Basin, Smith Basin, and Lopez Basin will include new turnout and measurement structures and associated material to improve basin stability and increase surplus water delivery. Component 2 will potentially generate 30 percent (59,000 acre-feet) of water recharge in the first 5 years of operation.

Category (a): Component Administration

Prepare reports detailing Component 2 work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by Component 2 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

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

Deliverables:

- EIF
- Deliverable due date schedule
- Quarterly Progress Reports, Quarterly Invoices, and all required backup documentation
- Draft and Final Component Completion Reports

Category (b): Environmental / Engineering / Design

Task 1: Easements/Environmental Documentation/Permitting

Obtain all easements and property for Component 2 construction and long-term access for operations and maintenance as required by the Agreement. Prepare the appropriate CEQA documentation for Component 2 and file the document(s) with the County Clerk's Office and State Clearinghouse as required. Prepare and submit an Initial Study for Component 2. Complete the required CEQA documentation. Submit the CEQA document(s) to the DWR Grant Manager for review and concurrence prior to beginning construction activities. Prepare application(s) for and obtain required permit(s) to construct Component 2. Obtain all required permits for Component 2 and submit copies to the DWR Grant Manager.

Construction may not begin and no costs for Category (c), Task 4 may be incurred until a exemption from CEQA is granted, or the State has reviewed the CEQA document(s), completed its CEQA responsible agency obligations and given its environmental clearance in accordance with Paragraphs 5 and D.8 of this Agreement. Any costs incurred for Category (c), Task 4 prior to an exemption from CEQA is granted, or DWR gives its

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

Deliverables:

- Easements and other necessary document(s), if necessary
- Initial Study
- CEQA documentation
- Copies of all required permits

Task 2: Design Plans and Specifications

Complete the preliminary design plans and specifications for Component 2 along with the topographic survey, if needed. Develop the 50% design plans for Component 2 and submit them for review and concurrence prior to completing the final design plans and specifications. Prepare the 100% design plans and specifications in accordance with requirements for public bidding for construction, after review of the 50% design plans. Submit the 100% design plans and specifications for review and concurrence prior to advertising Component 2 for bids.

Deliverables:

- 50% design plans and specifications
- 100% design plans and specifications

Category (c): Implementation / Construction

Task 3: Construction Management

Develop all necessary documents to secure a contractor(s) and submit to the DWR Grant Manager prior to advertising. Award the contract, submit the Notice of Award, and submit the Notice to Proceed to the DWR Grant Manager. Photo-document pre-construction conditions and weekly construction activities. Prepare any change orders, address contractor's onsite questions, review/update construction schedule, review contractor submittals and pay requests, and notify contractor if work is not acceptable. Finalize record drawings and submit the as-built drawings to DWR's Grant Manager. Construct Component 2 per the final design plans and specifications and outlined in the awarded contract(s). Conduct an inspection of the completed Component 2 by a licensed professional and submit a Certification of Completion letter from the licensed professional to ensure Component 2 was constructed per the 100% design plans and specifications and that Component 2 will provide the benefits claimed.

Deliverables:

- Proof of bid advertisement
- Notice of Award
- Notice to Proceed
- Bid document(s)
- Photo-documentation of pre-, during, and post-construction activities included within the appropriate quarterly Progress Reports
- Notice of Completion
- As-built drawings
- Site inspection letter or report

Task 4: Construction

Construct one (1) new recharge basin and improve four (4) existing basins per the final design plan and specifications and as outlined in the awarded contract. Conduct construction of monitoring wells within the Tulare Lake subbasin. Conduct an inspection of the completed Component 2 by a licensed professional and submit a Certification of Completion letter from the licensed professional to ensure that the Project was

constructed per the 100% design plans and specifications and that Component 2 will provide the benefits claimed.

Deliverables:

- Certification of completion letter(s)
- As-built drawings, Design Plans, and Specifications
- Photo-documentation in associated quarterly Progress Report(s)
- Well installation reports(s)

Category (d): Monitoring / Assessment

Not applicable to this Component

Category (e): Engagement / Outreach

Not applicable to this Component

COMPONENT 3: KRCD KINGS RIVER CHANNEL RECLAMATION PROJECT

Implementing Agency: Kings River Conservation District

Component 3 is a flood management project within the South Fork King (SFK) GSA boundary. Sections along the Kings River were identified of being in need of reclamation to restore 100-year flood capacity along the channel. If a 100-year flood event is to occur, the identified sections would result in an increase flood risk for vulnerable populations and valuable agricultural lands. Sections of the Kings River listed under Component 3 cover the North Fork area both Upper and Lower, Clark's Fork, and the South Fork section.

Component 3 will remove 280,000 cubic yards of accumulated sediments along the South Fork Section to reclaim capacity for water flows. The Section's current freeboard can only support 1,938 cubic feet per second (cfs), making it difficult for optimum surface water deliveries. The objective of Component 3 is to improve the Section's channel capacity at peak performance to 4,000 cfs.

Component 3 will improve the South Fork King surface water delivery system by bringing entitled irrigation and floodwaters to the area to be used in lieu of groundwater pumping. This will reduce flood risks for the area while minimizing groundwater pumping which can potentially increase the volume of water available for conjunctive use projects such as flood managed aquifer recharge (MAR) projects downstream. It is possible that sediment removal from the river channel may improve recharge values. To quantify potential recharge efforts, a shallow well completed to an approximate depth of 100 feet will be installed to monitor water levels along the South Fork Section.

Earthwork will be performed under KRCD's existing California Department of Fish and Wildlife Lake or Streambed Alteration Agreement (1600 CDFW) which allows for the removal of accumulated sediment from the river channel.

Category (a): Component Administration

Prepare reports detailing Component 3 work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by Component 3 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the end date for Component 3 as outlined in Exhibit C. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Component Completion Report addressing the DWR Grant Manager's

comments within 30 days before the Component 3 end date outlined in Exhibit C. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the end date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- EIF
- Deliverable due date schedule
- Quarterly Progress Reports, Quarterly Invoices, and all required backup documentation
- Draft and Final Component Completion Reports

Category (b): Environmental / Engineering / Design

Task 1: Easements/Environmental Documentation/Permitting

Obtain all easements for Component 3 construction and long-term access for operations and maintenance as required by the Agreement. Prepare the appropriate CEQA documentation for Component 3 and file with the County Clerk's Office and State Clearinghouse, as required. Prepare and submit any initial studies, assessments, and reports for Component 3. Complete the required CEQA documentation and submit to the DWR Grant Manager for review and concurrence prior to beginning construction activities. Prepare application(s) for and obtain required permit(s) to construct Component 3. Obtain all required permits for Component 3 and submit copies to the DWR Grant Manager.

Construction may not begin and no costs for Category (c), Task 2 may be incurred until a exemption from CEQA is granted, or the State has reviewed the CEQA document(s), completed its CEQA responsible agency obligations and given its environmental clearance in accordance with Paragraphs 5 and D.8 of this Agreement. Any costs incurred for Category (c), Task 2 prior to an exemption from CEQA is granted, or DWR gives its environmental clearance shall not be reimbursed and any such amounts shall be deducted from the total Grant Amount in Paragraph 3.

Deliverables:

- Easements and other necessary document(s), if necessary
- Survey, assessments, and initial reports
- CEQA documentation
- Copies of all required permits

Category (c): Implementation / Construction

Task 2: Earthwork

Remove a minimum of 280,000 cubic yards of accumulated sediments along the South Fork Section of the Kings River to reclaim capacity for water flows. Perform earthwork for this Section under KRCD's existing California Department of Fish and Wildlife Lake or Streambed Alteration Agreement which allows for the removal of accumulated sediment from the river channel.

Deliverables:

- Photo-documentation in associated quarterly Progress Report(s)
- Plans and Specifications

Category (d): Monitoring / Assessment

Task 3: Inspections

Inspect materials to ensure basin is constructed in accordance to plan and specifications. Perform wildlife survey following work completion to quantify results.

Deliverables:

- Post-construction inspection materials

Category (e): Engagement / Outreach

Not applicable to this Component

COMPONENT 4: CORCORAN IRRIGATION DISTRICT (CID) BASIN RECHARGE PROJECT

Implementing Agency: Corcoran Irrigation District

The CID Recharge project consists of the construction of a new 237-acre recharge basin with associated structures (i.e., intake pipes, weirs, riprap), diversion delivery canal, and new groundwater monitoring wells to assess improvements to change in groundwater levels, storage and quality.

Category (a): Component Administration

Prepare reports detailing Component 4 work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by Component 4 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the end date for Component 4 as outlined in Exhibit C. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the Component 4 end date outlined in Exhibit C. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the end date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- EIF
- Deliverable due date schedule
- Quarterly Progress Reports, Quarterly Invoices, and all required backup documentation
- Draft and Final Component Completion Reports

Category (b): Environmental / Engineering / Design

Task 1: Easements/Environmental Documentation/Permitting

Obtain all easements for Component 4 construction and long-term access for operations and maintenance as required by the Agreement. Prepare the appropriate CEQA documentation for Component 4 and file with the County Clerk's Office and State Clearinghouse, as required. Prepare and submit any initial studies, assessments, and reports for Component 4. Complete the required CEQA documentation and submit to the

DWR Grant Manager for review and concurrence prior to beginning construction activities. Prepare application(s) for and obtain required permit(s) to construct Component 4. Obtain all required permits for Component 4 and submit copies to the DWR Grant Manager.

Construction may not begin and no costs for Category (c), Task 6 may be incurred until a exemption from CEQA is granted, or the State has reviewed the CEQA document(s), completed its CEQA responsible agency obligations and given its environmental clearance in accordance with Paragraphs 5 and D.8 of this Agreement. Any costs incurred for Category (c), Task 6 prior to an exemption from CEQA is granted, or DWR gives its environmental clearance shall not be reimbursed and any such amounts shall be deducted from the total Grant Amount in Paragraph 3.

Deliverables:

- Survey, assessments, and initial reports
- CEQA documentation
- Copies of all required permits

Task 2: Cultural & Wildlife Surveys

Perform a cultural survey and an initial wildlife survey prior to the start of construction for the 237-acre basin and the adjacent impacted properties.

Deliverables:

- Survey Results
- Post Wildlife Survey
- Biological Assessment Report

Task 3: Perform Topographic & Geotechnical Survey

Perform a topographic survey to measure the pre-construction relief and post-construction basin properties. Perform a geotechnical survey (5 borings) for soil classification and permeability estimates.

Deliverables:

- Topographic Survey Results
- Geotechnical Survey Results

Task 4: Design Plans and Specifications

Complete the preliminary design plans and specifications for Component 4 along with the topographic survey, if needed. Develop the 30% design plans for Component 4 and submit them for review and concurrence prior to completing the final design plans and specifications. Prepare the 100% design plans and specifications in accordance with requirements for public bidding for construction, after review of the 30% design plans. Submit the 100% design plans and specifications for review and concurrence prior to advertising Component 4 for bids.

Deliverables:

- 30% design plans and specifications
- 100% design plans and specifications

Category (c): Implementation / Construction

Task 5: Construction Management

Develop all necessary documents to secure a contractor(s) and submit to the DWR Grant Manager prior to advertising. Award the contract, submit the Notice of Award, and submit the Notice to Proceed to the DWR Grant Manager. Photo-document pre-construction conditions and weekly construction activities. Prepare any change orders, address contractor's onsite questions, review/update construction schedule, review contractor

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submittals and pay requests, and notify contractor if work is not acceptable. Finalize record drawings and submit the as-built drawings to DWR's Grant Manager. Construct Component 4 per the final design plans and specifications and outlined in the awarded contract(s). Conduct an inspection of the completed Component 4 by a licensed professional and submit a Certification of Completion letter from the licensed professional to ensure Component 4 was constructed per the 100% design plans and specifications and that Component 4 will provide the benefits claimed. Closeout documents will consist of a final report with the summary of work completed and deliverables as listed below.

Deliverables:

- Proof of bid advertisement
- Notice of Award
- Notice to Proceed
- Bid document(s)
- Photo-documentation of pre-, during, and post-construction activities included within the appropriate quarterly Progress Reports
- Notice of Completion
- As-built drawings
- Site inspection letter or report

Task 6: Construction

Construct the Basin per the final design plan and specifications and as outlined in the awarded contract. Install a minimum of 3 flow meters at the recharge basin. Construct a minimum of 3 turnouts. Conduct construction of monitoring wells within the Tulare Lake subbasin. Drill and construct one monitoring well. Conduct an inspection of the completed Component 4 by a licensed professional and submit a Certification of Completion letter from the licensed professional to ensure that the Project was constructed per the 100% design plans and specifications and that Component 4 will provide the benefits claimed.

Deliverables:

- Certification of completion letter(s)
- As-built drawings, Design Plans, and Specifications
- Photo-documentation in associated quarterly Progress Report(s)
- Well installation reports(s)

Category (d): Monitoring / Assessment

Not applicable to this Component

Category (e): Engagement / Outreach

Not applicable to this Component

COMPONENT 5: BASIN ASSESSMENT STUDIES

Implementing Agency: Grantee

This GSP Assessment study consists of projects related to the GSP implementation for the first five years (2020-2025). These activities include updating the GSP, addressing data gaps, and preparing an integrated hydrologic model,

Deleted: identifying locations for potential expansion of Representative Monitoring Site (RMS) for land subsidence, analyzing potential improvement of groundwater quality through recharge, analyzing surface water use in recharge basins and groundwater banking in dry-year groundwater pumping, and

Category (a): Component Administration

Prepare reports detailing Component 5 work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly

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Progress Reports. Collect and organize backup documentation by Component 5 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the end date for Component 5 as outlined in Exhibit C. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the Component 5 end date outlined in Exhibit C. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the end date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Environmental / Engineering / Design

Task 1: GSP Update

Update the GSP with responses to DWR and interested party comments as required for adoption. Address data gaps identified in the GSP. Prepare an updated Tulare Lake Subbasin Hydrologic model.

Deliverables:

- Updated 2022 GSP
- 2024 GSP Draft
- 2025 Hydrologic Model Report

Deleted: Revise the hydrogeologic conceptual model to refine the groundwater model and characterize groundwater flow. Whereas the revised hydrogeologic conceptual model is to be included as part of the revised GSP as outlined in 23 CCR §354.14(a)

Category (c): Implementation / Construction

Not applicable to this Component

Category (d): Monitoring / Assessment

Not applicable to this Component

Category (e): Engagement / Outreach

Not applicable to this Component

Deleted: Technical Memo for Hydrogeologic Conceptual Model Update¶

Task 2: Groundwater/Basin Studies¶

Conduct an analysis of potential improvement of groundwater quality through recharge with higher quality surface water. Identify locations for potential expansion of RMS for groundwater quality. Conduct a study to analyze the use of surface water in recharge basins and groundwater banking in dry-year groundwater pumping. Analyze squifer storage and recovery (ASR) wells to quantify potential recharge/storage of surface water. Conduct a study to identify locations for potential expansion of the Representative Monitoring Site (RMS) for land subsidence. ¶

¶
Deliverables:¶
Technical Memo

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**Exhibit B
 BUDGET**

Grant Title: Tulare Lake GSP Projects and Management Actions Implementation – Phase 1
Grantee: Mid-Kings River GSA

Components	Grant Amount
Component 1: Grant Administration	\$ 324,198.13
Component 2: KCWD Recharge Basin Project	\$2,900,000
Component 3: KRCD Kings River Channel Reclamation Project	\$ 1,235,303.28
Component 4: CID Basin Recharge Project	\$1,900,000
Component 5: Basin Assessment Studies	\$ 1,240,498.59
Total:	\$7,600,000

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Deleted: 950,000

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Component 1: Grant Administration

Component serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?
 (check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Grant Agreement Administration	\$ 324,198.13
Total:	\$324,198.13

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Component 2: KCWD Recharge Basins Project

Component 2 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?
 (check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$0
(b) Environmental / Engineering / Design	\$394,000
(c) Implementation / Construction	\$2,506,000

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(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$0
Total:	\$2,900,000

Component 3: KRCD Kings River Channel Reclamation Project

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

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

Budget Categories	Grant Amount
(a) Component Administration	\$0
(b) Environmental / Engineering / Design	\$79,528.50
(c) Implementation / Construction	\$1,155,774.78
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$0
Total:	\$1,235,303.28

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Deleted: 15,000

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Component 4: CID Basin Recharge Project

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

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

Budget Categories	Grant Amount
(a) Component Administration	\$0
(b) Environmental / Engineering / Design	\$310,000
(c) Implementation / Construction	\$1,590,000
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$0
Total:	\$1,900,000

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Component 5: Basin Assessment Studies

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

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

Budget Categories	Grant Amount
(a) Component Administration	\$0
(b) Environmental / Engineering / Design	\$1,240,498.59
(c) Implementation / Construction	\$0
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$0
Total:	\$1,240,498.59

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**Exhibit C
 SCHEDULE**

Grant Title: Tulare Lake GSP Projects and Management Actions Implementation – Phase 1

Categories	Start Date ¹	End Date ¹
Component 1: Grant Agreement Administration	5/1/2022	3/31/2025
(a) Grant Agreement Administration	5/1/2022	3/31/2025
Component 2: KCWD Recharge Basins	12/17/2021	3/31/2025
(a) Grant Agreement Administration	N/A	N/A
(b) Environmental / Engineering / Design	12/17/2021	3/31/2025
(c) Implementation / Construction	3/1/2023	3/31/2025
(d) Monitoring / Assessment	N/A	N/A
(d) Education / Outreach	N/A	N/A
Component 3: KRCD River Channel Reclamation	12/17/2021	3/31/2025
(a) Grant Agreement Administration	N/A	N/A
(b) Environmental / Engineering / Design	12/17/2021	3/31/2025
(c) Implementation / Construction	12/17/2021	3/31/2025
(d) Monitoring / Assessment	N/A	N/A
(d) Education / Outreach	N/A	N/A
Component 4: CID Basin Recharge Project	12/17/2021	3/31/2025
(a) Grant Agreement Administration	N/A	N/A
(b) Environmental / Engineering / Design	12/17/2021	3/31/2025
(c) Implementation / Construction	12/17/2021	3/31/2025
(d) Monitoring / Assessment	N/A	N/A
(d) Education / Outreach	N/A	N/A
Component 5: Basin Assessment Studies	12/17/2021	3/31/2025
(a) Grant Agreement Administration	N/A	N/A
(b) Environmental / Engineering / Design	12/17/2021	3/31/2025
(c) Implementation / Construction	12/17/2021	3/31/2025
(d) Monitoring / Assessment	N/A	N/A
(d) Education / Outreach	N/A	N/A

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NOTES:

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

Exhibit D

STANDARD CONDITIONS

- D.1. **ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:**
- A. **Separate Accounting of Funding Disbursements:** the Grantee shall account for the money disbursed pursuant to this Grant Agreement separately from all other Grantee funds. The Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. The Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. The Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by the State at any and all reasonable times.
 - B. **Disposition of Money Disbursed:** All money disbursed pursuant to this Grant Agreement shall be deposited in a non-interest bearing account, administered, and accounted for pursuant to the provisions of applicable law.
 - C. **Remittance of Unexpended Funds:** The Grantee shall remit to the State any unexpended funds that were disbursed to the Grantee under this Grant Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from the State to the Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant Agreement, whichever comes first.
- D.2. **ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE:** The Grantee shall include appropriate 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 Budget Act of 2021 and through an agreement with the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.
- D.3. **AMENDMENT:** This Grant Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2, "Term of Grant Agreement." Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2, "Term of Grant Agreement." The State shall have no obligation to agree to an amendment.
- D.4. **AMERICANS WITH DISABILITIES ACT:** By signing this Grant Agreement, the Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
- D.5. **AUDITS:** The State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of the Project, with the costs of such audit borne by the State. After completion of the Project, the State may require the Grantee to conduct a final audit to the State's specifications, at the Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by the Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and the State may elect to pursue any remedies provided in Paragraph 10, "Default Provisions" or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Grant Agreement with respect of all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of the Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement.

- D.6. BUDGET CONTINGENCY: If the Budget Act of the current year covered under this Grant Agreement does not appropriate sufficient funds for this program, this Grant Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the State to make any payments under this Grant Agreement. In this event, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement and the Grantee shall not be obligated to perform any provisions of this Grant Agreement. Nothing in this Grant Agreement shall be construed to provide the Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Grant Agreement with no liability occurring to the State, or offer a Grant Agreement amendment to the Grantee to reflect the reduced amount.
- D.7. CALIFORNIA CONSERVATION CORPS: The Grantee may use the services of the California Conservation Corps or other community conservation corps as defined in Public Resources Code section 14507.5.
- D.8. CEQA: Activities funded under this Grant Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the DWR Grant Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once the State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 10, "Default Provisions."
- D.9. CHILD SUPPORT COMPLIANCE ACT: The Grantee acknowledges in accordance with Public Contract Code section 7110, that:
- A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
- B. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.10. CLAIMS DISPUTE: Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. The State and the Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
- D.11. COMPETITIVE BIDDING AND PROCUREMENTS: The Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by the State under this Grant Agreement must be in writing and shall comply with all applicable laws and regulations

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

- D.12. **COMPUTER SOFTWARE:** The Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.13. **CONFLICT OF INTEREST:** All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- A. **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
- B. **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- C. **Employees of the the Grantee:** Employees of the the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
- D. **Employees and Consultants to the Grantee:** Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.14. **DELIVERY OF INFORMATION, REPORTS, AND DATA:** The Grantee agrees to expeditiously provide throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by the State.
- D.15. **DISPOSITION OF EQUIPMENT:** The Grantee shall provide to the State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by the State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory the State shall provide the Grantee with a list of the items on the inventory that the State will take title to. All other items shall become the property of the Grantee. The State shall arrange for delivery from the Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by the State.
- D.16. **DRUG-FREE WORKPLACE CERTIFICATION:** Certification of Compliance: By signing this Grant Agreement, the Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of the State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
 - B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. The Grantee's policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation, and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
 - C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
 - i. Will receive a copy of the Grantee's drug-free policy statement, and
 - ii. Will agree to abide by terms of the Grantee's condition of employment, contract or subcontract.
- D.17. **EASEMENTS:** Where the Grantee acquires property in fee title or funds improvements to real property already owned in fee by the Grantee using State funds provided through this Grant Agreement, an appropriate easement or other title restriction shall be provided and approved by the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.
- Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.
- Failure to provide an easement acceptable to the State may result in termination of this Agreement.
- D.18. **FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED CIVIL ENGINEER:** Upon completion of the Project, the Grantee shall provide for a final inspection and certification by a California Registered Civil Engineer that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement.
- D.19. **GRANTEE'S RESPONSIBILITIES:** The Grantee and its representatives shall:
- A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A, "Work Plan" and in accordance with Project Exhibit B, "Budget" and Exhibit C, "Schedule".
 - B. Must maintain eligibility requirements as outlined in the 2021 Guidelines and 2021 PSP and pursuant to Paragraph 11.
 - 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 Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
- D.20. GOVERNING LAW: This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.21. INCOME RESTRICTIONS: The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement. The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.
- D.22. INDEMNIFICATION: The Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, and any breach of this Agreement. The Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- D.23. INDEPENDENT CAPACITY: The Grantee, and the agents and employees of the Grantees, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.24. INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and 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.25. INSPECTIONS OF PROJECT BY STATE: The State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any subcontracts, and the Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with the State.
- D.26. LABOR CODE COMPLIANCE: The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation

or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.

- D.27. **MODIFICATION OF OVERALL WORK PLAN:** At the request of the Funding Recipient, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Funding Agreement (Level I – Informal). Non-material changes with respect to work plan are changes that help clarify the original language, addition of task without deleting others, and minor edits that will not result in change to the original scope. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Funding Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Funding Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Funding Recipient to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.
- D.28. **NONDISCRIMINATION:** During the performance of this Grant Agreement, the Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of 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 are incorporated into this Agreement by reference. The Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.
- D.29. **OPINIONS AND DETERMINATIONS:** Where the terms of this Grant Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.30. **PERFORMANCE BOND:** Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
- D.31. **PRIORITY HIRING CONSIDERATIONS:** If this Grant Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.
- D.32. **PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with 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 meet its obligations under this Grant Agreement, without prior written permission of the State. The State may require that the proceeds from the disposition of any real or personal property be remitted to the State.

- D.33. **PROJECT ACCESS:** The Grantee shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- D.34. **REMAINING BALANCE:** In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.
- D.35. **REMEDIES NOT EXCLUSIVE:** The use by either party of any remedy specified herein for the enforcement of this Grant Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.36. **RETENTION:** The State shall withhold ten percent (10%) of the funds requested by the Grantee for reimbursement of Eligible Project Costs until the Project is completed and Final Report is approved. Any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest, upon completion of the Project.
- D.37. **RIGHTS IN DATA:** The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant Agreement, subject to appropriate 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.38. **SEVERABILITY:** Should any portion of this Grant Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant Agreement shall continue as modified.
- D.39. **SUSPENSION OF PAYMENTS:** This Grant Agreement may be subject to suspension of payments or termination, or both if the State determines that:
- A. The Grantee, its contractors, or subcontractors have made a false certification, or
 - B. The Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant Agreement.
- D.40. **SUCCESSORS AND ASSIGNS:** This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by the State and made subject to such reasonable terms and conditions as the State may impose.
- D.41. **TERMINATION BY THE GRANTEE:** Subject to State approval which may be reasonably withheld, the Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, the Grantee must provide a reason(s) for termination. The Grantee must submit all progress reports summarizing accomplishments up until termination date.
- D.42. **TERMINATION FOR CAUSE:** Subject to the right to cure under Paragraph 10, "Default Provisions," the State may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 10, "Default Provisions."

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

Exhibit E
AUTHORIZING RESOLUTION ACCEPTING FUNDS

RESOLUTION NO. 2022-1

Resolved by the Mid-Kings River Groundwater Sustainability Agency Board of Directors, that an application be made to the California Department of Water Resources to obtain a grant under the 2021 Sustainable Groundwater Management (SGM) Grant Program SGMA Implementation Grant pursuant to the California Budget Act of 2021 (Stats. 2021, ch. 240, § 80) and to enter into an agreement to receive a grant for the: Tulare Lake Subbasin Groundwater Recharge and Sustainability Projects. Dennis Mills, the General Manager of the Mid-Kings River Groundwater Sustainability Agency, or designee, is hereby authorized and directed to prepare the necessary data, conduct investigations, file such application, and execute a grant agreement and any future amendments (if required), submit invoices, and submit any reporting requirements with the California Department of Water Resources. Passed and adopted at a meeting of the Board of Directors of the Mid-Kings River Groundwater Sustainability Agency on February 8, 2022.

Authorized Original Signature: Dennis Mills

Printed Name: Dennis Mills

Title: General Manager

Board Chair: Barry Smith

CERTIFICATION

I do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the Mid-Kings River Groundwater Sustainability Agency Board of Directors held on February 8, 2022.

Board Chair: Barry Smith

Exhibit F
REPORT FORMATS AND REQUIREMENTS

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

1. QUARTERLY PROGRESS REPORTS

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

2. COMPONENT COMPLETION REPORT

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

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

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

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

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

COSTS AND DISPOSITION OF FUNDS – A list of showing:

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

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

ADDITIONAL INFORMATION – Any relevant additional Information should be included.

3. GRANT COMPLETION REPORT

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

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

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

4. POST-PERFORMANCE REPORT

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

Reports and/or products

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

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

Exhibit G

REQUIREMENTS FOR DATA SUBMITTAL

Surface and Groundwater Quality Data:

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

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

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

Groundwater Level Data

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

Exhibit H

STATE AUDIT DOCUMENT REQUIREMENTS

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

State Audit Document Requirements

Internal Controls

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

State Funding:

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

Contracts:

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

Invoices:

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

Cash Documents:

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

Accounting Records:

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

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

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

Project Files:

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

Deleted: 2

Exhibit I
PROJECT LOCATION

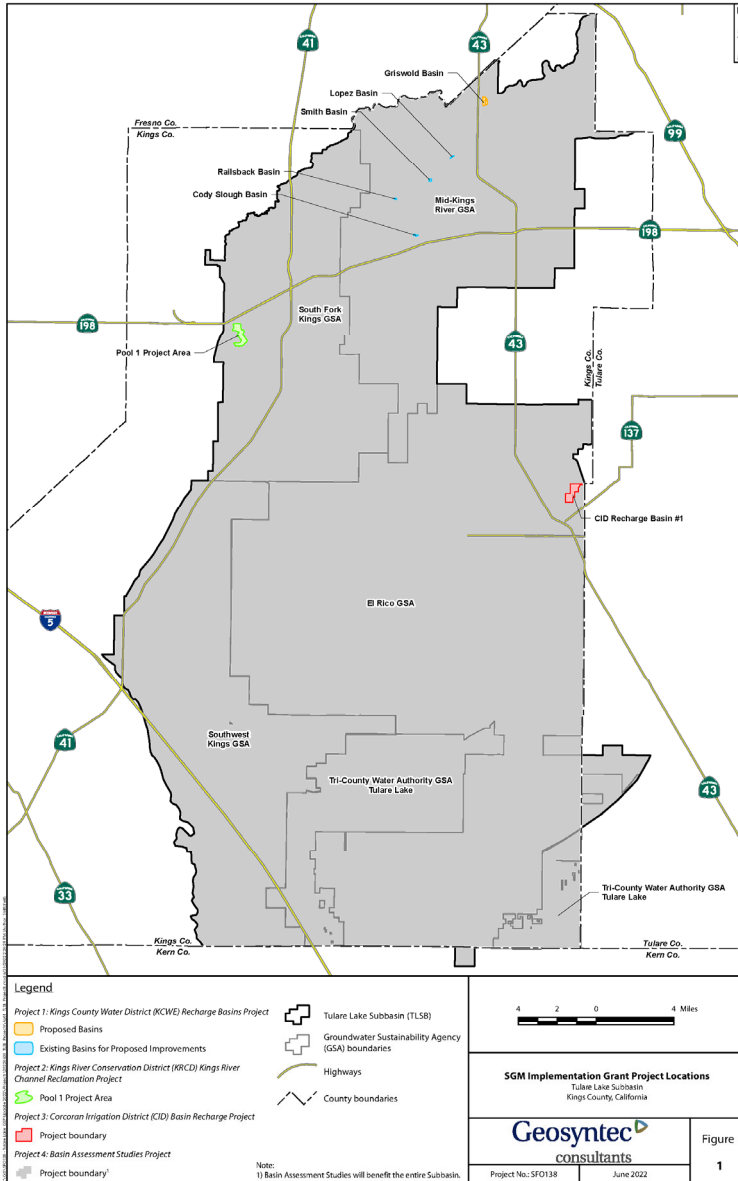


Exhibit J

MONITORING AND MAINTENANCE PLAN COMPONENTS

Introduction

- Goals and objectives of project
- Site location and history
- Improvements implemented
- Monitoring and Maintenance Plan

Detailed monitoring methods and protocols specific to the components listed in Exhibit A will be provided by the Grant Manager later. The full monitoring method report is available on the SGM Grant Program website at: www.water.ca.gov/sgmgrants.

Exhibit K
LOCAL PROJECT SPONSORS
NOT APPLICABLE

Exhibit L

APPRAISAL SPECIFICATIONS

For property acquisitions funded this Grant Agreement, the Grantee must submit an appraisal for review and approval by the Department of General Services or DWR's Real Estate Branch prior to reimbursement or depositing State funds into an escrow account. All appraisal reports, regardless of report format, must include all applicable Appraisal Specifications below. Appraisals for a total compensation of \$150,000 or more shall be reported as a Self-Contained Appraisal Report. Appraisals for a total compensation of less than \$150,000 may be reported as a Summary Appraisal Report, which includes all information necessary to arrive at the appraiser's conclusion. Appraisal Specifications 14, 16, 21, 23-25, and 28 shall be narrative analysis regardless of the reporting format.

1. Title page with sufficient identification of appraisal assignment.
2. Letter of transmittal summarizing important assumptions and conclusions, value estimate, date of value and date of report.
3. Table of contents.
4. Assumptions and Limiting Conditions, Extraordinary Assumptions, and Hypothetical Conditions as needed.
5. Description of the scope of work, including the extent of data collection and limitations, if any, in obtaining relevant data.
6. Definition of Fair Market Value, as defined by Code of Civil Procedure, section 1263.320.
7. Photographs of subject property and comparable data, including significant physical features and the interior of structural improvements, if applicable.
8. Copies of Tax Assessor's plat map with the subject marked along with all contiguous assessor's parcels that depict the ownership.
9. A legal description of the subject property, if available.
10. For large, remote or inaccessible parcels, provide aerial photographs or topographical maps depicting the subject boundaries.
11. Three-year subject property history, including sales, listings, leases, options, zoning, applications for permits, or other documents or facts that might indicate or affect use or value.
12. Discussion of any current Agreement of Sale, option, or listing of subject property. This issue required increased diligence since state agencies often utilize non-profit organizations to quickly acquire sensitive-habitat parcels using Option Agreements. However, due to confidentiality clauses, the terms of the Option are often not disclosed to the State. If the appraiser discovers evidence of an Option or the possible existence of an Option, and the terms cannot be disclosed due to a confidentiality clause, then the appraiser is to cease work and contact the client.
13. Regional, area, and neighborhood analyses. This information may be presented in a summary format.
14. Market conditions and trends including identification of the relevant market area, a discussion of supply and demand within the relevant market area, and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area. This information may be presented in a summary format.
15. Discussion of subject land/site characteristics (size, topography, current use, elevations, zoning and land use issues, development entitlements, General Plan designation, utilities, offsite improvements, access, land features such as levees and creeks, offsite improvements, easements and encumbrances, covenants, conditions and restrictions, flood and earthquake information, toxic hazards, water rights, mineral rights, toxic hazards, taxes and assessments, etc.).

16. Description of subject improvements including all structures, square footage, physical age, type of construction, quality of construction, condition of improvements and/or identification of any permanent plantings. Discussion of construction cost methodology, costs included and excluded, accrued depreciation from all causes, remaining economic life, items of deferred maintenance and cost to cure, and incurable items. Construction cost data must include cost data source, date of estimate or date of publication of cost manual, section and page reference of cost manual, copies of cost estimate if provided from another source, replacement or reproduction cost method used, and supporting calculations including worksheets or spreadsheets.
17. Subject property leasing and operating cost history, including all items of income and expense.
18. Analysis and conclusion of the larger parcel for partial taking appraisals. For partial taking appraisals, Appraisal Specifications generally apply to the larger parcel rather than an ownership where the larger parcel is not the entire ownership.
19. Include a copy of a recent preliminary title report (within the past year) as an appraisal exhibit. Discuss the title exceptions and analyze the effect of title exceptions on fair market value.
20. For appraisals of partial takings or easements, a detailed description of the taking or easement area including surface features and topography, easements, encumbrances or improvements including levees within the subject partial take or easement, and whether the take area is characteristic of the larger parcel. Any characteristics of the taking area, including existing pre-project levees that render the take area different from the larger parcel must be addressed in the valuation.
21. Opinion of highest and best use for the subject property, based on an in depth analysis supporting the concluded use which includes the detail required by the complexity of the analysis. Such support typically requires a discussion of the four criteria of tests utilized to determine the highest and best use of a property. If alternative feasible uses exist, explain and support market, development, cash flow, and risk factors leading to an ultimate highest and best use decision.
22. All approaches to market value applicable to the property type and in the subject market. Explain and support the exclusion of any usual approaches to value.
23. Map(s) showing all comparable properties in relation to the subject property.
24. Photographs and plat maps of comparable properties.
25. In depth discussion of comparable properties, similarities and differences compared to the subject, adjustments to the comparable data, and discussion of the reliability and credibility of the data as it relates to the indicated subject property value. Improved comparable sales which are used to compare to vacant land subject properties must include an allocation between land and improvements, using methodology similar to methodology used in item 16 above to estimate improvement value when possible, with an explanation of the methodology used.
26. Comparable data sheets.
 - a) For sales, include information on grantor/Grantee, sale/recordation dates, listed or asking price as of the date of sale, highest and best use, financing, conditions of sale, buyer motivation, sufficient location information (street address, post mile, and/or distance from local landmarks such as bridges, road intersections, structures, etc.), land/site characteristics, improvements, source of any allocation of sale price between land and improvements, and confirming source.
 - b) For listings, also include marketing time from list date to effective date of the appraisal, original list price, changes in list price, broker feedback, if available.
 - c) For leases, include significant information such as lessor/lessee, lease date and term, type of lease, rent and escalation, expenses, size of space leased, tenant improvement allowance, concessions, use restrictions, options, and confirming source. When comparing improved sales to a vacant land subject, the contributory value of the improvements must be segregated from the land value.

27. For appraisals of easements, a before and after analysis of the burden of the easement on the fee, with attention to how the easement affects highest and best use in the after condition. An Easement Valuation Matrix or generalized easement valuation references may be used ONLY as a reference for a secondary basis of value.
28. For partial taking and easement appraisals, valuation of the remainder in the after condition and analysis and identification of any change in highest and best use or other characteristics in the after condition, to establish severance damages to the remainder in the after condition, and a discussion of special and general benefits, and cost to cure damages or construction contract work.
29. There are occasions where properties involve water rights, minerals, or salable timber that require separate valuations. If an appraisal assignment includes water rights, minerals, or merchantable timber that requires separate valuation, the valuation of the water rights, minerals, or merchantable timber must be completed by a credentialed subject matter specialist.
30. For partial taking and easement appraisals, presentation of the valuation in California partial taking acquisition required format.
31. Implied dedication statement.
32. Reconciliation and final value estimate. Include analysis and comparison of the comparable sales to the subject, and explain and support conclusions reached.
33. Discussion of any departures taken in the development of the appraisal.
34. Signed Certification consistent with the language found in Uniform Standards of Professional Appraisal Practice.
35. If applicable, in addition to the above, appraisals of telecommunication sites must also provide:
 - a) A discussion of market conditions and trends including identification of the relevant market, a discussion of supply and demand within the relevant market area and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area.
 - b) An analysis of other (ground and vault) leases comparable to subject property. Factors to be discussed in the analysis include the latitude, longitude, type of tower, tower height, number of rack spaces, number of racks occupied, placement of racks, power source and adequacy, back-up power, vault and site improvements description and location on site, other utilities; access, and road maintenance costs.

Exhibit M

INFORMATION NEEDED FOR ESCROW PROCESSING AND CLOSURE

The Grantee must provide the following documents to the State Project Representative during the escrow process. Property acquisition escrow documents must be submitted within the term of this Grant Agreement and after a qualified appraisal has been approved.

- Name and Address of Title Company Handling the Escrow
- Escrow Number
- Name of Escrow Officer
- Escrow Officer's Phone Number
- Dollar Amount Needed to Close Escrow
- Legal Description of Property Being Acquired
- Assessor's Parcel Number(s) of Property Being Acquired
- Copy of Title Insurance Report
- Entity Taking Title as Named Insured on Title Insurance Policy
- Copy of Escrow Instructions in Draft Form Prior to Recording for Review Purposes
- Copy of Final Escrow Instructions
- Verification that all Encumbrances (Liens, Back Taxes, and Similar Obligations) have been Cleared Prior to Recording the Deed to Transfer Title
- Copy of Deed for Review Purposes Prior to Recording
- Copy of Deed as Recorded in County Recorder's Office
- Copy of Escrow Closure Notice

EXHIBIT N

Introduction

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

Project Monitoring Plan Requirements

Detailed monitoring methods and protocols specific to the components listed in Exhibit A will be provided by the Grant Manager later. The full monitoring method report is available on the SGM Grant Program website at: www.water.ca.gov/sgmgrants.

EXHIBIT O

INVOICE GUIDANCE FOR ADMINISTRATIVE AND OVERHEAD CHARGES

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

Administration Charges

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

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

Labor Rates

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