

16401 Paramount Boulevard
Paramount, CA 90723
562.663.6850 phone
562-634-8216 fax



www.gatewaywater.org

*Los Angeles Gateway Region
Integrated Regional Water Management
Joint Powers Authority*

January 12, 2018

Dear Board Member,

Enclosed please find the Subrecipient Agreement for the Prop 1 John Anson Ford Park Grant, that was approved by the GWMA Board on Thursday, January 11, 2018.

Please distribute to the designated person from your city for signature. There are a total of 8 signature pages, which need to be signed and returned. Please return all 8 pages.

As soon as I receive these back from all participants, I will then return a fully executed subrecipient agreement to each city for their records.

Mail the 8 signed pages to:

Gateway Water Management Authority
16401 Paramount Blvd.
Paramount, CA 90723
Attn: Bibi Weiss

Thank you,

Bibi Weiss
GWMA
Office Assistant/Grant Coordinator

Christopher Cash (Paramount), Board Chair • Adriana Figueroa (Norwalk), Vice-Chair • Kelli Tunnick (Signal Hill), Secretary/Treasurer
Proudly serving Gateway cities and agencies in Southeastern Los Angeles County

Members: Artesia • Avalon • Bell • Bell Gardens • Bellflower • Central Basin Municipal Water District • Cerritos • Commerce • Cudahy • Downey • Hawaiian Gardens • Huntington Park • La Mirada • Maywood • Lakewood • Long Beach • Long Beach Water Department • Lynwood • Montebello • Norwalk • Paramount • Pico Rivera • Pico Water District • Santa Fe Springs • Signal Hill • South Gate • Vernon • Water Replenishment District of Southern California • Whittier

With Technical Support From The Sanitation Districts Of Los Angeles County

**SUB-RECIPIENT AGREEMENT BETWEEN
THE CITIES OF BELL, BELL GARDENS, COMMERCE,
CUDAHY, HUNTINGTON PARK, MAYWOOD AND
VERNON, AND THE LOS ANGELES GATEWAY REGION
INTEGRATED REGIONAL WATER MANAGEMENT
JOINT POWERS AUTHORITY**

This Sub-recipient Agreement (“Agreement”) is dated January 15, 2018 and is between the Cities of Bell, Bell Gardens, Commerce, Cudahy, Huntington Park, Maywood and Vernon, (collectively the “Sub-recipients”), and the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority, a California Joint Powers Authority (“GWMA”), (collectively, the “Parties”).

RECITALS

A. The Sub-recipients are members of the Los Angeles River Upper Reach 2 Watershed Group (“Watershed Group”) and jointly prepared a watershed management program (“WMP”) as required by the Regional Water Quality Control Board, Los Angeles Region, National Pollutant Discharge Elimination System Municipal Storm Sewer System Permit, Order No. R4-2012-0175 as amended by State Water Board Order WQ 2015-0075 and Los Angeles Water Board Order R4-2012-0175-A01 (“MS4 Permit”), and

B. In order to assist the Watershed Group in implementing the WMP, the GWMA has entered into that certain Proposition 1 Stormwater and Proposition 50 Coastal Clean Beaches Program Grant Agreement No. D1712668 dated January 12, 2018 (“Grant Agreement”) with the California State Water Resources Control Board (“State Water Board”), attached hereto as

Exhibit A and incorporated herein as though set forth in full. GWMA will receive through the Grant Agreement Nine Million Nine Hundred Forty-Nine Thousand and Eight Hundred Forty-Two Dollars (\$9,949,842) from the State Water Board for design, construction and maintenance of the John Anson Ford Park Infiltration Cistern System, Phase I, Project (“Project”) in the City of Bell Gardens. All of the Sub-recipients, through GWMA, will be responsible for paying their share of a local match in the total sum of One Million One Hundred Five Thousand Five Hundred and Thirty-Eight Dollars (\$1,105,538) for a total Project cost of Eleven Million Five Thousand and Three Hundred Eighty Dollars (\$11,005,380).

C. The purpose of this Agreement is to provide for the administrative support for the design, construction, maintenance and payment of the cost of the Project in compliance with the Grant Agreement and for payment of the local match.

D. While the Project is located in the City of Bell Gardens, it will benefit each of the other Sub-recipients, as it will facilitate their compliance with the WMP.

E. The Sub-recipients have agreed to the relative benefit for each Sub-recipient as provided in this Agreement.

F. The jurisdiction of the watershed encompasses all member Sub-recipients’ municipal boundaries including all two watersheds within the individual participating cities. This is allowed under the MS4 Permit VI.A.2.a and was approved by the Executive Officer of the Los Angeles Regional Water Quality Control Board on September 25, 2013 as part of the Watershed Group’s NOI and described in the resulting and current WMP under Section 1.1.

G. Among the benefits for each Sub-recipient agreeing to the cost-sharing for this Project is that as Permittees of the MS4 Permit, all Sub-recipients are working toward compliance with the MS4 Permit and as delineated in Part VI.C.2.b and c of the MS4 Permit, which compliance will be facilitated by the Project.

The Parties therefore agree as follows:

1. OBLIGATIONS OF THE CITY OF BELL GARDENS

1.1 Construction of Project. The City of Bell Gardens (“Bell Gardens”) shall undertake the design, construction and maintenance of the Project in full compliance with the terms and conditions of the Grant Agreement, including retaining a contractor or contractors to design and construct the Project, paying all charges lawfully incurred by the contractor(s), obtaining all permits necessary to accomplish the Project, paying all related charges, preparing all reports and documents required by the terms of the Grant Agreement and providing them to the GWMA for processing and State reimbursement, and giving all notices necessary and incidental for the Project as required under the terms of the Grant Agreement.

1.2 Compliance with Grant Agreement. As the primary Sub-recipient of the Grant, Bell Gardens shall comply with all provisions of the Grant Agreement imposed on GWMA as the Recipient under the Grant Agreement. Bell Gardens shall use the funds received pursuant to the Grant Agreement solely to reimburse the actual expenses incurred by Bell Gardens to implement the Project. Bell Gardens shall apply the funds only to eligible Project costs as specified in the Grant Agreement.

1.3 Failure to Comply with Grant Agreement. In the event that the State Water Board determines GWMA has failed to comply with any of its obligations under the Grant Agreement due to an action or a failure to act by Bell Gardens, Bell Gardens will be solely responsible for complying with any State Water Board demands, determinations, fines or other such actions or penalties initiated by the State Water Board because of the failure to comply with the Grant Agreement by Bell Gardens. No non-breaching Party shall be in any way responsible for satisfying any State Water Board demands made in response to a violation of the terms of the Grant Agreement or this Agreement by Bell Gardens.

1.3.1 GWMA and the State Water Board may withhold all or any portion of the Grant Funds in the event that Bell Gardens has violated, or threatens to violate, any term, provision, condition or commitment of the Grant Agreement, or Bell Gardens fails to maintain reasonable progress towards completion of the Project as provided in the Grant Agreement, provided that GWMA first provides Bell Gardens with written notice describing the factual basis for which Bell Gardens has not maintained reasonable progress towards completion and a seven (7) day period to cure any such failure to make reasonable progress on the Project.

1.3.2 If Bell Gardens defaults under any term of this Agreement or of the Grant Agreement, or Bell Gardens takes an action or actions that causes GWMA to default under the Grant Agreement, GWMA shall promptly notify Bell Gardens in writing of any alleged default under this Agreement or Grant Agreement and Bell Gardens shall have thirty (30) days from the date that Bell Gardens receives the written notice of default to cure said default(s) (“Cure Period”), unless the State Water Board imposes a shorter Cure Period on GWMA, in which case the shorter Cure Period will control, or unless GWMA and Bell Gardens agree to a longer Cure Period. If Bell Gardens fails to timely cure the noticed default(s) during the Cure Period, GWMA

may immediately terminate this Agreement, and Bell Gardens shall forfeit its right to any grant funds, shall not be entitled to reimbursement for any of Bell Gardens' costs for the Project, and shall repay to GWMA any funds GWMA is required to pay to the State Water Board. In such event, Bell Gardens shall pay to GWMA the local match paid by each other Sub-recipient and received by Bell Gardens and GWMA shall return those funds to the other Sub-recipients.

1.4 Income Restrictions. Bell Gardens shall pay to GWMA any refunds, rebates, credits or other amounts (including interest thereon) accruing to or received by Bell Gardens, to the extent that they are properly allocable to funds Bell Gardens received from GWMA under this Agreement and which GWMA is obligated to pay to the State Water Board. Bell Gardens shall also pay to GWMA the local match paid by the other Sub-recipients for the funds GWMA is required to return to the State Water Board. GWMA shall thereupon return the local match funds to each other Sub-recipient.

1.5 Compliance with Law. In the performance of this Agreement, Bell Gardens shall comply with all applicable ordinances, resolutions, statutes, rules and regulations of any federal, state or local government agency.

1.6 Compliance with the California Environmental Quality Act ("CEQA"). The Project is a project under CEQA. Bell Gardens shall comply with CEQA and related Grant Agreement requirements in the implementation of the Project. Work on the Project shall not commence until the State Water Board has reviewed and given environmental clearance to Bell Gardens' CEQA documentation. Bell Gardens shall serve as lead agency for purpose of environmental review and shall retain necessary environmental services in connection with environmental review and preparation of the applicable CEQA documents. Bell Gardens may

use Grant Funds to pay costs, except litigation costs, in connection with or arising out of CEQA compliance to the extent permitted under the Grant Agreement.

This Agreement shall in no way commit or be construed to commit Bell Gardens to approve the Project, award any contract in connection with the Project, or approve any entitlement required under the Bell Gardens Municipal Code. Moreover, this Agreement shall not limit the scope of the CEQA analysis, including but not limited to project mitigation measures and the consideration of project alternatives, including a no-project alternative. The provisions of this Agreement shall not in any way limit, hinder or affect the discretion of Bell Gardens to review CEQA documents and impose mitigation measures, alter a project, or deny a project in consideration of adverse environmental impacts to the extent permitted in the Grant Agreement. Bell Gardens shall return to GWMA any Grant and match funds received by Bell Gardens that GWMA is obligated to return to the State Water Board as a result of Bell Gardens not completing the Project as a result of the CEQA review.

1.7 CEQA Indemnification. In the event any litigation is initiated against Bell Gardens or GWMA challenging any procedural or substantive aspect of Bell Gardens' environmental documents, review, or approvals in connection with the Project, the Sub-recipients shall pay their proportionate share of the costs to defend, indemnify, and hold harmless Bell Gardens, and, if applicable, GWMA, and their elected and appointed officials, agents, officers from any claim, action, or proceeding (collectively referred to as "Proceedings") brought against Bell Gardens or GWMA, their elected and appointed officials, agents, officers, or employees arising out of, or which are related to the review and approval of the Project by Bell Gardens, including under CEQA. The indemnification shall include, but is not limited to, damages, fees and/or costs awarded against Bell Gardens or GWMA, if any, and cost of suit,

attorney's fees, and other costs, liabilities, and expenses incurred in connection with the proceedings. This indemnity provision shall include the other Sub-recipients' obligations to pay their share of Bell Gardens' obligations and, if applicable, GWMA's costs, fees, and damages that Bell Gardens and GWMA incur from enforcing the indemnification provisions set forth herein. Each Sub-recipient's individual share of said fees, costs, or expenses shall be calculated in accordance with each Sub-recipient's individual percentage share as calculated in Exhibit B.

1.8 Approvals, Entitlements and Permits. Bell Gardens shall obtain all necessary approvals, entitlements and permits and provide copies to GWMA prior to commencement of the Project construction. If the Project is carried out on lands not owned by Bell Gardens, Bell Gardens shall obtain adequate rights-of-way for the useful life of the Project. Review or approval of Project applications, contracts, documents, permits, plans and specifications or other Project information by the State Water Board and GWMA is for administrative purposes only and does not relieve Bell Gardens of its responsibility to properly plan, design, construct, operate, maintain, implement and otherwise carry out the Project.

1.9 Operations and Maintenance. Bell Gardens shall maintain and operate the Project throughout its useful life as required in the Grant Agreement and WMP, and the costs associated with operating and maintaining the Project shall be paid by each Sub-recipient in accordance with each Sub-recipients' individual Percentage Share for the useful life of the Project as defined in the Grant Agreement. For purposes of this Agreement, the "useful life" of any constructed portions of the Project begins upon completion of construction and continues until 20 years thereafter. The Sub-recipients shall enter into a separate Memorandum of Understanding within one hundred eighty (180) days following the Effective Date of this Agreement outlining the parties' rights and obligations with respect to continued operation and maintenance of the

Project. In no circumstances shall GWMA be liable for any cost of such maintenance, management or operation. Bell Gardens may be excused from operations and maintenance only upon the written approval of the State Water Board or such other entity to which this authority is transferred. For purposes of this Section 1.9, operation includes direct costs incurred for material and labor needed for operations, utilities, insurance and similar expenses. Maintenance costs include, but are not limited to, costs related to inspections, ordinary repairs, and replacements of a recurring nature necessary to prolong the life of capital assets and basic structures, and the expenditure of funds necessary to replace or reconstruct the Project if required by the Grant Agreement.

1.10 Continuous Use of Project; Lease or Disposal of Project. Bell Gardens, except as otherwise provided in the Grant Agreement, shall not abandon, discontinue use of, lease or dispose of the Project, or fail to maintain any significant part or portion of the Project thereof during its useful life.

1.11 Cost Overruns. At no time shall GWMA be liable for any cost associated with the Project except for those resulting from GWMA's negligence. Bell Gardens shall be solely responsible for cost overruns other than those caused by GWMA and shall complete the Project even if the Grant funds are insufficient to cover all costs required by the Grant Agreement. To the extent that overrun costs are unforeseen and outside of Bell Gardens' control and not covered by Grant and local match funds, Bell Gardens shall complete the Project to the extent required under the terms of the Grant Agreement. In such case, the Sub-recipients shall contribute funds sufficient to cover such cost overruns in accordance with each Sub-recipients' Percentage Share. To the extent provided in the Grant Agreement, Bell Gardens and its Sub-recipients shall be

solely responsible for any costs associated with the Project in the event that the grant funds are not forthcoming for any reason other than GWMA's negligence.

1.12 Accounting Procedures. GWMA and Bell Gardens shall comply with the following accounting procedures in the performance of this Agreement in addition to those required in the Grant Agreement:

1.12.1 Establish an official file for the Project that adequately documents all significant actions relative to the Project;

1.12.2 Establish separate accounts that adequately and accurately depict all amounts received and expended on the Project, including all portions of grant funds received under this Agreement;

1.12.3 Establish separate accounts that adequately depict all income received that is attributable to the Project, especially including any income attributable to portions of grant funds disbursed under this Agreement;

1.12.4 Establish an accounting system that will adequately depict final total costs of the Project, including both direct and indirect costs;

1.12.5 Establish such accounts and maintain such records as may be necessary to fulfill reporting requirements, including any and all reporting requirements under state tax statutes or regulations; and

1.12.6 If a Force Account is used for any phase of the Project, establish an account that documents all employee hours and associated tasks charged to the Project per employee.

1.13 Site Inspections. The State Water Board, the Bureau of State Audits, GWMA, all Sub-recipients or any authorized representative of the foregoing, shall have suitable access to the Project site at all reasonable times (primarily during business hours) during Project implementation and thereafter for the useful life of the Project to ascertain compliance with the Grant Agreement and its goals.

1.14 Prohibition Against Certain Contracts and Sub-Contracts. Bell Gardens shall not contract with, subcontract with or use the engineering firms of Infrastructure Engineers, Inc., Willdan Engineering, Inc., or any other private firm or entity from which an officer or employee served on the GWMA Board of Directors during the time the Board considered the Grant, the Grant Agreement or the Sub-recipient Agreement to provide services under the Grant.

2. GWMA OBLIGATIONS

2.1 Grant Administration. GWMA shall administer the Grant Agreement and serve as the intermediary between the State Water Board, Bell Gardens, and the other Sub-recipient cities. GWMA shall also collect match funds and disburse them at the times payments are due to Bell Gardens.

2.2 Payment of Funds. Bell Gardens shall prepare statements showing its Project costs and submit them on a bi-monthly basis to GWMA in accordance with the Grant Agreement requirements. Upon Bell Gardens' compliance with the requirements set forth in this Agreement and the Grant Agreement, GWMA shall within 10 calendar days of receiving bi-monthly invoice

statements (using forms supplied by the State Water Board with supporting backup documents) and the accompanying Progress Report (using the format supplied by the State Water Board), apply to the State Water Board for reimbursement of the Project costs incurred. Within 30 calendar days of GWMA's receipt of funds for the Project costs from the State Water Board, GWMA shall reimburse Bell Gardens in an amount equal to the reimbursed funds received from the State Water Board.

2.3 Insufficient Funds. Reimbursement, if any, to Bell Gardens and the Sub-recipients by GWMA is conditioned upon receipt of the Grant funds by GWMA from the State Water Board and obtaining all required approvals from the State Water Board, including environmental clearances. If the Grant funds are not forthcoming from the State Water Board for any reason except the negligence of GWMA, GWMA shall not have any obligation to reimburse Bell Gardens and the Sub-recipients through any other source of funds. If the Grant funds are reduced by the State Water Board for any reason, Bell Gardens and the Sub-recipients, to the extent the Grant Agreement requires the Project to be completed with non-grant funds, shall contribute additional funds to cover any Project cost shortfall resulting from the reduction of Grant funds by the State Water Board in accordance with each Sub-recipients' individual percentage share of the Project as calculated in Exhibit B necessary to complete the Project, and GWMA shall not have any obligation to reimburse Bell Gardens and Sub-recipients for such additional funds.

3. GENERAL PROVISIONS

3.1 Independent Contractor. Bell Gardens is, and shall at all times remain as to GWMA and to the other Sub-recipients, a wholly independent contractor. Bell Gardens shall have no power to incur any debt, obligation or liability on GWMA's behalf or on behalf of any

other Sub-recipient under this Agreement. Neither GWMA nor any of its agents or any of the Sub-recipients shall have control over the conduct of Bell Gardens or any of Bell Gardens' employees, except as set forth in this Agreement. Bell Gardens shall fully comply with the worker's compensation laws regarding Bell Gardens' employees. Bell Gardens shall indemnify and hold GWMA, the State Water Board and all Sub-recipients under this Agreement harmless from any failure of Bell Gardens to comply with applicable workers' compensation laws.

3.2 Bell Gardens Representative. The Representative for Bell Gardens shall be the City Manager or such person as may be designated by the City Manager in writing. GWMA shall refer any decisions that must be made by Bell Gardens to the Bell Gardens Representative. Any approval by Bell Gardens required under this Agreement shall mean the approval of the Bell Gardens Representative, unless the Bell Gardens Representative informs GWMA that the decision must be made by the Bell Gardens City Council.

3.3 GWMA Representative. The GWMA Representative shall be the Executive Officer, or such person as may be designated by the Executive Officer in writing. It shall be Bell Gardens' responsibility to ensure that the GWMA Representative is kept informed of the progress of the performance of the Project and Bell Gardens shall refer any decisions that must be made by GWMA to the GWMA Representative. Any approval by GWMA required under this Agreement shall mean the approval of the GWMA Representative, unless the GWMA Representative informs Bell Gardens that the decision must be made by the Board of Directors.

4. LOCAL MATCH

4.1 Deposit and Payment of Local Match. Within 30 days following the Effective Date of this Agreement (as defined under Section 6.1 below), each Sub-recipient shall deposit its

share of the local match with GWMA along with a three percent GWMA administrative fee in accordance with Exhibit B. On each anniversary thereafter, if applicable, each Sub-recipient shall deposit with GWMA the next annual payment of its local match and GWMA administrative fee. With respect to Bell Gardens only, Bell Gardens' local match obligation may be satisfied by the contribution of in-kind services, property, or supplies as permitted under the Grant Agreement. Bell Gardens' in-kind contributions shall be detailed in the statements sent to GWMA pursuant to Section 2.2 and shall include a dollar amount and description of the in-kind contribution, the remaining agreed upon value of which shall be credited or refunded to Bell Gardens whichever the case may be upon approval by the State Water Board.

4.2 Return of Local Match. In the event the Project is constructed for less than the budgeted sum, or this Agreement is terminated, GWMA shall return to each Sub-recipient its respective percentage share of the remainder of the-unexpended and unencumbered local match within 30 days from the date of filing the notice of completion for the Project.

4.3 Remedies for Failure to Contribute Local Match and Funds. If any Sub-recipient (the "Non-Contributing Sub-recipient") fails to timely pay all or any portion of the local match or contingency fund required pursuant to this Agreement 30 days following receipt of written notice from GWMA, such Non-Contributing Sub-recipient shall be terminated from this Agreement and shall be deemed non-participatory in the construction in the John Anson Ford Park Infiltration Cistern System, Phase I Project.

5. PROVIDE REPORTS, AUDITS, RECORDS, INSPECTIONS AND REVIEWS

5.1 Reports. Bell Gardens shall prepare and GWMA shall forward progress reports that must accompany each bi-monthly reimbursement request to the State Water Board to fulfill

GWMA's reporting obligations under the Grant Agreement. Bell Gardens shall assist GWMA by providing all requested documentation for GWMA to submit the project reports.

6. TERM

6.1 Term. This Agreement shall commence on the Effective Date and shall continue through the date of filing the notice of completion plus 20 years for maintenance, unless earlier terminated in accordance with Section 8.3 of this Agreement. For purposes of this Agreement, the Effective Date shall be the date on which the final Sub-recipient duly executes this Agreement.

7. INSURANCE AND INDEMNIFICATION

7.1 Insurance. As required by Section 4(h) of Exhibit D of the Grant Agreement, Bell Gardens agrees to maintain sufficient insurance coverage considering the scope of this Agreement and the Project including, for example, but not necessarily limited to: General Liability, Automobile Liability, Worker's Compensation and Employer's Liability, and Professional Liability.

7.2 Insurance. As required by Section 21 of Exhibit C of the Grant Agreement, Bell Gardens will procure and maintain or cause to be maintained insurance on the Project with responsible insurers, or as part of a reasonable system of self-insurance, in such amounts and against such risks (including damage to or destruction of the Project) as are usually covered in connection with systems similar to the Project. Such insurance may be maintained by the maintenance of a self-insurance plan so long as any such plan provides for (i) the establishment by Bell Gardens of a separate segregated self-insurance fund funded in an amount determined (initially and on at least an

annual basis) by an independent insurance consultant experienced in the field of risk management employing accepted actuarial techniques and (ii) the establishment and maintenance of a claims processing and risk management program. In the event of any damage to or destruction of the Project caused by the perils covered by such insurance, the net proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the Project. Bell Gardens shall begin such reconstruction, repair or replacement as expeditiously as possible, and shall pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same shall be completed and the Project shall be free and clear of all claims and liens. During construction and throughout the useful life of the Project, Bell Gardens shall provide and maintain the insurance against fire, vandalism and other loss, damage or destruction of the Project:

7.3 Memorandum of Project Coverage. Bell Gardens shall file with GWMA, upon the execution of this Agreement, a memorandum of coverage issued by the California Joint Powers Insurance Authority, or the equivalent as accepted by GWMA's Risk Manager, that shall provide proof of insurance and provide that notice of cancellation shall be provided to the other Sub-recipients and GWMA.

7.4 Additional Insured Requirements. The insurance coverage shall provide (i) that the coverage shall extend to GWMA, each Sub-recipient and each of their respective officers, agents, employees and volunteers and (ii) that the coverage shall operate as primary coverage.

7.5 Coverage Requirements. Bell Gardens shall require each consultant or contractor retained by Bell Gardens to implement the Project to obtain liability coverage at least as comprehensive as required under this Section 7 of this Agreement for Bell Gardens and shall

require GWMA, each Sub-recipient and each of their respective officers, agents, employees, and volunteers to be named as additional named insured on such coverage. Bell Gardens shall also require each consultant and contractor to obtain workers' compensation coverage in not less than the minimum required under California law.

7.6 Approval of Insurance Policies. The specific levels and coverages of the insurance policies shall be subject to the reasonable review and approval of the Executive Officer of GWMA.

7.7 Indemnification. Notwithstanding Government Code Section 895.2, no Party nor any officer or employee of any Party shall be responsible for any damage or liability occurring by reason of any act or omission on the part of another Party under or in connection with any work, authority, or jurisdiction delegated to, assumed by, or determined to be the responsibility of the other Party under this Agreement. It is also understood and agreed that, pursuant to Government Code, Section 895.4, each Party shall fully indemnify, defend, and hold the other Parties harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any act or omission on the part of that Party under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of that Party under this agreement. Where liability for injury (as defined by Government Code, Section 810.8) is sought to be imposed under Section 830, *et seq.*, of the Government Code for a dangerous condition of property owned by or under the control of any Party, that Party shall fully defend, indemnify, and hold the other parties harmless from any and all liability arising from such dangerous condition. The provisions of this Section 7.7 shall survive the expiration or termination of this Agreement.

8. ENFORCEMENT OF CONTRACT

8.1 Applicable Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California and the United States, as applicable. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of Los Angeles, State of California, the United States District Court, or any other appropriate court in Los Angeles County. Pending the resolution of disputes arising under this Agreement by the parties or a court of competent jurisdiction, Bell Gardens shall continue to fulfill and comply with all the terms, provisions, commitments and requirements of this Agreement.

8.2 Assignment. Bell Gardens shall not assign this Agreement, either in whole or in part, without GWMA's prior written consent.

8.3 Termination. GWMA may immediately terminate this Agreement by giving written notice to Bell Gardens and the other Sub-recipients if GWMA receives notice from the State Water Board that the Grant Agreement has been terminated. If GWMA fails to perform its obligations under the Agreement, any Sub-recipient can terminate this Agreement with respect to that party by giving 30-day advance written notice to cure the violation to GWMA with copies to the other Sub-recipients. In the event GWMA does not cure the violation within the cure period, the Agreement will be terminated with respect to that Sub-recipient on the 30th day.

8.4 No Third Party Rights. The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation or undertaking established in this Agreement.

8.5 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default, or any other default by the other Parties.

8.6 Legal Action. In addition to any other rights or remedies, any party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to complete specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.7 Attorneys' Fees. If any party to this Agreement is required to initiate or defend or is made a party to any action or proceeding to enforce the terms of this Agreement, the prevailing party in such action or proceeding, in addition to any other relief that may be granted, whether legal or equitable, shall be entitled to actual attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and in addition a party entitled to attorneys' fees shall be entitled to all other costs for investigating such action, taking depositions and discovery and all other costs incurred in such litigation.

8.8 Related Litigation. Under no circumstances may Bell Gardens use any portion of the Grant Funds to pay costs associated with any litigation related to the Grant.

9. MISCELLANEOUS PROVISIONS

9.1 Nondiscrimination. During the performance of this Agreement, Bell Gardens and its contractors and subcontractors shall not unlawfully discriminate, harass, or allow harassment

against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family care leave, or genetic information, gender, gender identity, gender expression, or military and veteran status.

Bell Gardens, its contractors, and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

Bell Gardens, its contractors, and subcontractors shall comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated thereunder. (Gov. Code, §12990, subds. (a)-(f) et seq.; Cal. Code Regs., tit. 2, § 7285 et seq.) Such regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

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

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

9.2 Headings. The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the parties to this Agreement.

9.3 Word Usage. Unless the context clearly requires otherwise, (a) the words “shall,” “will” and “agrees” are mandatory and “may” is permissive; (b) “or” is not exclusive; and (c) “includes” or “including” are not limiting.

9.4 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.5 Integration; Amendment. It is understood that there are no oral agreements between the parties of this Agreement affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties in writing.

9.6 Time of the Essence. Time is of the essence with respect to all provisions within this Agreement.

9.7 Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

The Parties are signing this Agreement on the date stated in the introductory clause.

[signatures begin on next page]

City of Commerce,
a California _____

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____

Name: _____

Title: _____

City of Commerce,
a California _____

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By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____

Name: _____

Title: _____

EXHIBIT A
GRANT AGREEMENT
(Attached)



PROPOSITION 1 STORM WATER

GATEWAY WATER MANAGEMENT AUTHORITY

AND

CALIFORNIA STATE WATER RESOURCES CONTROL BOARD



GRANT

STORM WATER IMPLEMENTATION

JOHN ANSON FORD PARK INFILTRATION CISTERN: PHASE I

AGREEMENT NO. D1712668

GRANT FUNDS: \$9,904,842

ELIGIBLE START DATE: DECEMBER 1, 2017

WORK COMPLETION DATE: MARCH 31, 2021

FINAL DISBURSEMENT REQUEST DATE: APRIL 30, 2021

RECORDS RETENTION TERM END DATE: MARCH 31, 2057

WHEREAS,

1. The State Water Board is authorized to provide funding under this Agreement pursuant to the following:
 - Proposition 1 Storm Water - Section 79747 of the Water Code (Prop 1)
2. The State Water Board determines eligibility for financial assistance, determines a reasonable schedule for providing financial assistance, establishes compliance with Prop 1, and establishes the terms and conditions of a funding agreement.
3. The Recipient has applied to the State Water Board for funding for the Project described in Exhibit A of this Agreement, and the State Water Board has selected the application for funding through a competitive process.
4. The State Water Board proposes to assist in funding the costs of the Project, and the Recipient desires to participate as a recipient of financial assistance from the State Water Board, upon the terms and conditions set forth in this Agreement, all pursuant to Prop 1.

NOW, THEREFORE, in consideration of the premises, mutual representations, covenants and agreements in this Agreement, the State Water Board and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

1. Definitions

Unless otherwise specified, each capitalized term used in this Agreement has the following meaning:

"Agreement" means this Grant Agreement, including all exhibits and attachments hereto.

"Authorized Representative" means the duly appointed representative of the Recipient as set forth in the certified original of the Recipient's authorizing resolution that designates the Authorized Representative by title.

"Days" means calendar days unless otherwise expressly indicated.

"Disbursement Period" means the period during which Grant Funds may be disbursed.

"Disbursement Request" means the form used by the Recipient to document Match Funds and request reimbursement of Project Costs.

"Division" means the Division of Financial Assistance of the State Water Board or any other segment of the State Water Board authorized to administer the funding program(s) set forth in this Agreement.

"Eligible Start Date" means the date set forth in Exhibit B, establishing the date on or after which reimbursable Project Costs may be incurred and eligible for reimbursement hereunder.

"Final Disbursement Request Date" means the date established in Exhibit B, after which date no further Grant Funds disbursements may be requested.

"Fiscal Year" means the period of twelve (12) months terminating on June 30 of any year.

"Force Account" means the use of the Recipient's own employees or resources for the Project.

"GAAP" means generally accepted accounting principles, as issued by the Governmental Accounting Standards Board.

"Grant Contact" means the employee of the Recipient who has been delegated by the Project Director to oversee the day-to-day activities of the Project.

"Grant Funds" means funds provided by the State Water Board towards eligible reimbursable Project Costs.

"Grant Manager" means the person designated by the State Water Board to manage performance of the Agreement.

"Guidelines" means the State Water Board's "Proposition 1 Storm Water Grant Program Guidelines," as amended from time to time.

"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 Project (i.e., costs that are not directly related to the Project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Recipient; non-project-specific accounting and personnel services performed within the Recipient's organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; generic overhead or markup; and taxes.

"Match Funds" means funds provided by the Recipient towards the Project Costs incurred after November 4, 2014.

"Party Contact" means, for the Recipient, the Authorized Representative of the Recipient or any designee of the Authorized Representative, and, for the State Water Board, the Grant Manager.

"Project" means the Project as described in Exhibit A and in the documents incorporated by reference.

"Project Completion" means, as determined by the Division, that the Project is complete to the reasonable satisfaction of the Division.

"Project Costs" means the incurred costs of the Recipient which are eligible under this Agreement, which are allowable costs as defined under the Guidelines, and which are reasonable, necessary and allocable by the Recipient to the Project under GAAP.

"Project Director" means an employee of the Recipient designated by the Authorized Representative to be responsible for the overall management of the administrative and technical aspects of the executed Agreement. The Project Director is set forth in Section 2 of this Agreement.

"Recipient" means Gateway Water Management Authority.

"Regional Water Quality Control Board" or "Regional Water Board" means the appropriate Regional Water Quality Control Board.

"State" means State of California.

"State Water Board" means the California State Water Resources Control Board, an administrative and regulatory agency of the State of California.

“Technical Advisor” means the person designated by the Los Angeles Regional Water Quality Control Board to provide technical advice on the Project. The Technical Advisor is set forth in Section 2 of this agreement.

“Work Completion” means the Recipient’s submittal of all work set forth under Exhibit A for review and approval by the Division. The Division may require corrective work to be performed prior to Project Completion. Any work occurring after the Work Completion Date will not be reimbursed under this Agreement.

“Work Completion Date” means the date set forth in Exhibit A that is the last date on which Project Costs may be incurred under this Agreement.

“Year” means calendar year unless otherwise expressly indicated.

2. Party Contacts

The Party Contacts during the term of this Agreement are:

State Water Board		Gateway Water Management Authority	
Section:	Division of Financial Assistance	Section:	
Name:	Spencer Joplin, Grant Manager	Name:	Grace Kast, Project Director
Address:	1001 I Street, 17th Floor	Address:	16401 Paramount Blvd
City, State, Zip:	Sacramento, CA 95814	City, State, Zip:	Paramount, CA , 90723
Phone:	(916) 341-5636	Phone:	626-485-0338
Fax:	(916) 341-5296	Fax:	
Email:	Spencer.Joplin@waterboards.ca.gov	Email:	Gracekast.gateway@gmail.com

Los Angeles Regional Water Quality Control Board	
Section:	Watershed/Regional Programs/Groundwater
Name:	Alireza Rahmani, Technical Advisor
Address:	320 West 4th Street, Suite 200
City, State, Zip:	Los Angeles, CA 90013
Phone:	(213) 576-6692
Fax:	(213) 620-6660
Email:	Alireza.Rahmani@waterboards.ca.gov

Direct inquiries to:

State Water Board		Gateway Water Management Authority	
Section:	Division of Financial Assistance	Section:	
Name:	Blair McIntosh, Program Analyst	Name:	Chau Vu, Grant Contact
Address:	1001 I Street, 17 th Floor	Address:	16401 Paramount Blvd
City, State, Zip:	Sacramento, CA 95814	City, State, Zip:	Paramount, CA , 90723
Phone:	(916) 322-1409	Phone:	562-334-1790
Fax:	(916) 341-5296	Fax:	562-806-7789
Email:	Blair.McIntosh@waterboards.ca.gov	Email:	cvu@bellgardens.org

The Recipient may change its Project Director upon written notice to the Grant Manager, which notice shall be accompanied by authorization from the Recipient's Authorized Representative. The State Water Board will notify the Project Director of any changes to its Party Contacts.

3. Exhibits and Appendices Incorporated

The following exhibits and appendices to this Agreement, including any amendments and supplements hereto, are hereby incorporated herein and made a part of this Agreement:

EXHIBIT A – SCOPE OF WORK

EXHIBIT B – FUNDING PROVISIONS

EXHIBIT C – STANDARD TERMS AND CONDITIONS

4. Recipient Representations and Commitments

The Recipient represents, warrants, and commits to the following as of the date signed by the Recipient's Authorized Representative and continuing thereafter for the term of this Agreement:

- (a) General Commitments. The Recipient accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and commitments made by the Recipient in its application, accompanying documents, and communications filed in support of its request for financial assistance and throughout the term of this Agreement.
- (b) Authorization and Validity. The execution and delivery of this Agreement, including all incorporated documents, has been duly authorized. This Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.
- (c) No Violations. The execution, delivery, and performance by the Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other instrument to which the Recipient is a party or by which the Recipient is bound as of the date set forth on the first page hereof.
- (d) No Litigation. There are no pending or, to the Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which affect the financial condition or operations of the Recipient, and/or the Project.
- (e) Solvency. None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of the Recipient. As of the date set forth on the first page hereof, the Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Recipient is able to pay its debts as they become due.
- (f) Legal Status and Eligibility. The Recipient is duly organized and existing and in good standing under the laws of the State of California, and will remain so during the term of this Agreement. The Recipient shall at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority. The Recipient shall maintain its eligibility for funding under this Agreement for the term of this Agreement.

- (g) Good Standing. The Recipient is currently in compliance with the State requirements set forth in Exhibit C. Within the preceding ten years, the Recipient has not failed to demonstrate compliance with previous State audit disallowances.
- (h) Insurance. The Recipient maintains sufficient insurance coverage considering the scope of this Agreement including, for example, but not necessarily limited to: General Liability, Automobile Liability, Worker's Compensation and Employer's Liability, and Professional Liability.

5. Project Completion

The Recipient shall expeditiously proceed with and complete the Project in accordance with this Agreement.

6. Notice

- (a) The Recipient shall notify the Division in writing within five (5) working days of the occurrence of the following:
 - (1) Bankruptcy, insolvency, receivership or similar event of the Recipient; or
 - (2) Actions taken pursuant to State law in anticipation of filing for bankruptcy.
- (b) The Recipient shall notify the Division within ten (10) working days of any litigation pending or threatened against the Recipient regarding its continued existence, consideration of dissolution, or reincorporation.
- (c) The Recipient shall notify the Division promptly of the following:
 - (1) Any proposed change in the scope of the Project. Under no circumstances may the Recipient make changes to the scope of the Project without receiving prior review and approval by the Division. Most changes will require an amendment to this Agreement;
 - (2) Cessation of work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more;
 - (3) Any circumstance, combination of circumstances, or condition, which is expected to or does delay Work Completion;
 - (4) Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Recipient 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 Division has determined what actions should be taken to protect and preserve the resource. The Recipient agrees to implement appropriate actions as directed by the Division;
 - (5) Any monitoring activities such that the State Water Board Division of Drinking Water and/or Regional Water Board staff may observe and document such activities;
 - (6) Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by State representatives with at least ten (10) working days' notice to the Division; or
 - (7) Work Completion and Project Completion.

7. Project Access

The Recipient shall ensure that the State Water Board, 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 the obligation.

8. No Obligation of the State; State Budget Act Contingency

Any obligation of the State Water Board contained herein shall not be an obligation, debt, or liability of the State, and any such obligation shall be payable solely out of the monies appropriated by the State Legislature to the State Water Board from the special fund associated with this Agreement.

If the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the State Water Board to make any payments under this Agreement. In this event, the State shall have no liability to pay any funds whatsoever to the Recipient or to furnish any other considerations under this Agreement, and the Recipient shall not be obligated to perform any provisions of this Agreement. Nothing in this Agreement shall be construed to provide the Recipient with a right of priority for payment over any other recipient.

If this Agreement's funding for any Fiscal Year 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 Agreement with no liability occurring to the State, or offer an Agreement amendment to the Recipient to reflect the reduced amount.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

GATEWAY WATER MANAGEMENT AUTHORITY:

By: _____

Name: Christopher S. Cash

Title: Chairperson

Date: _____

STATE WATER RESOURCES CONTROL BOARD:

By: _____

Name: Leslie S. Laudon

Title: Deputy Director
Division of Financial Assistance

Date: _____

EXHIBIT A – SCOPE OF WORK

A-1. Completion Date

The Work Completion Date is established as MARCH 31, 2021. Work occurring after the Work Completion Date, including corrective actions, is not eligible for reimbursement with Grant Funds and cannot be paid for using Match Funds.

A-2. Purpose

This grant is for the benefit of the Recipient. This grant is for the purpose of capturing trash, nutrients, heavy metals, bacteria, and reducing toxicity by installing storm water and dry weather flow diversion, pre-treatment, retention and infiltration facilities at the John Anson Ford Park in the City of Bell Gardens, a disadvantaged community (DAC). The Project is for the purpose of compliance with the Water Quality Objectives in the Coastal Los Angeles County Municipal Separate Storm Sewer System (MS4) permit.

A-3. Project-Specific Scope of Work

The Recipient agrees to do the following:

1. Project Management

- 1.1 Provide all technical and administrative services as needed for Project completion; monitor, supervise, and review all work performed; and coordinate budgeting and scheduling to ensure the Project is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations.
- 1.2 Notify the Grant Manager and Technical Advisor at least fifteen (15) working days in advance of upcoming meetings, workshops, and trainings.
- 1.3 Develop and update appropriately a detailed Project schedule, including key Project milestones, and submit to the Grant Manager and Technical Advisor.
- 1.4 Conduct periodic and final site visits with the Grant Manager.
- 1.5 Conduct pre-, during, and post-construction photo monitoring at the Project site and submit to the Grant Manager and Technical Advisor.

2. General Compliance Requirements/Project Effectiveness and Performance

- 2.1 Submit Global Positioning System (GPS) information for project site(s) and monitoring location(s) for this Project to the Grant Manager and Technical Advisor. Submittal requirements for GPS data are available at:
http://www.waterboards.ca.gov/water_issues/programs/grants_loans/grant_info/docs/gps.pdf.
- 2.2 Prepare and submit, to the Grant Manager for approval and Technical Advisor for review, a Monitoring and Reporting Plan (MRP) using a template or outline provided by the Grant Manager. The MRP becomes final upon Grant Manager approval. Any changes to the MRP must be approved by the Grant Manager. The MRP may be submitted as separate documents or in one report and shall include the following:
 - 2.2.1 A Project Assessment and Evaluation Plan (PAEP), which describes the manner in which the Project performance will be assessed, evaluated, and

reported to the Grant Manager. The PAEP shall detail the methods of measuring and reporting Project benefits. Implementation of any monitoring and performance assessment and/or evaluation actions shall not occur prior to PAEP approval by the Grant Manager.

2.2.2 A Monitoring Plan (MP) in a format provided by the Grant Manager. Any costs related to monitoring data collected prior to and not supported by the approved MP will not be reimbursed. Changes to the MP shall be submitted to the Grant Manager for approval prior to implementation.

2.3 Measure, evaluate, and document Project performance based on the monitoring requirements and effectiveness criteria in the approved MRP. Include results of the performance assessment, along with any supporting data and analysis, in the associated quarterly progress report and the final Project Report.

2.4 Prepare, maintain, and implement a Quality Assurance Project Plan (QAPP) in accordance with the United States Environmental Protection Agency (USEPA) QAPP guidance document (EPA QA/G-5) or the State Water Board's Surface Water Ambient Monitoring Program's (SWAMP) QAPP and data reporting requirements, as appropriate for the proposed monitoring activities. Water quality monitoring data includes physical, chemical, and biological monitoring of any surface water. The QAPP shall be submitted to the Grant Manager for approval and Technical Advisor for Review. Any costs related to monitoring data collected prior to and not supported by the approved QAPP will not be reimbursed. A template for the USEPA QAPP is available from the Grant Manager. Guidance for preparing a SWAMP QAPP is available at:
http://www.waterboards.ca.gov/water_issues/programs/swamp/qapp/shtml.

2.4.1 Upload a pdf version of the final approved document(s) to the Financial Assistance Application Submittal Tool (FAAST) system.

2.5 Prepare and upload all water quality data obtained through implementation of the MP to the California Environmental Data Exchange Network (CEDEN) or in a comparable format provided by the State Water Board and submit a receipt of successful data submission to CEDEN or the State Water Board, to the Grant Manager and Technical Advisor. Guidance for submitting data, including required minimum data elements and data formats, is available at <http://www.ceden.org> or a Regional Data Center (RDC) (Moss Landing Marine Lab, San Francisco Estuary Institute, Southern California Coastal Water Research Project, or Central Valley RDC). Contact information for the RDCs is included in the CEDEN web link.

3. Permitting and Environmental Compliance

3.1 Complete documentation required under the California Environmental Quality Act (CEQA) for the proposed implementation Project. Take all required steps to prepare, circulate, and certify the required CEQA document(s).

3.1.1 Submit the draft CEQA document to the Grant Manager and Technical Advisor for comment, if applicable.

3.1.2 Submit the final CEQA document to the Grant Manager and Technical Advisor.

- 3.1.3 Obtain written environmental clearance from the State Water Board confirming the State Water Board has made its own environmental findings and concurred that implementation/construction may proceed.
 - 3.2 Obtain all public agency approvals, entitlements, or permits required for Project implementation before field work begins. If the Project is carried out on lands not owned by the Recipient, the Recipient must obtain adequate rights of way for the useful life of the Project. Submit a list and signed copies of such approvals, entitlements or permits to the Grant Manager and Technical Advisor for comment.
- 4. Planning, Design, and Engineering
 - 4.1 Prepare a Design Report that includes the results of a utility search, topographic survey, geotechnical investigation, and hydraulic and hydrologic analyses to support the design plans and specifications, and submit to the Grant Manager and Technical Advisor.
 - 4.2 Prepare the thirty percent (30%) design plans and specifications and submit to the Grant Manager for approval and Technical Advisor. The Project shall capture, treat, or infiltrate storm water collected from multiple communities through an existing storm drain with a minimum catchment area of one thousand, six hundred (1,600) acres. The Project shall be designed to manage dry weather flow and a 0.083-inch rainfall event (first flush) using the following approaches:
 - 4.2.1 Install a diversion structure that has a capacity to divert a minimum of sixty-seven (67) cubic feet per second of storm water.
 - 4.2.2 Install a storage and infiltration system that has a minimum storm water storage capacity of ten (10) acre feet.
 - 4.3 Complete the one hundred percent (100%) design plans and specifications and prepare a summary identifying any changes from the thirty percent (30%) design plans and specifications. Submit the one hundred percent (100%) design plans and specifications and summary of changes for the Project to the Grant Manager for approval and Technical Advisor for review.
 - 4.4 Complete the bid documents in accordance with the approved design plans, after receiving all required approvals, and advertise the Project for bid. Submit the advertised bid documents and bid summary to the Grant Manager and Technical Advisor.
- 5. Construction and Implementation
 - 5.1 Award the construction contract(s) and submit the Notice(s) to Proceed and awarded contract(s) for the Project to the Grant Manager and Technical Advisor.
 - 5.2 Construct the Project in accordance with the approved design plans and specifications in Item 4.3 after obtaining environmental clearance in Item 3.1.3 and the necessary approvals, entitlements, or permits in Item 3.2.
 - 5.3 Submit any proposed changes that arise during construction that may affect the Project's benefits listed in Item 4.2, schedule, or costs to the Grant Manager for approval and Technical Advisor for review.

- 5.4 Submit as-built drawings and a summary of changes from the approved design plans and specifications that occurred during construction to the Grant Manager and Technical Advisor.
- 5.5 Prepare an Operations and Maintenance Plan that addresses operation and maintenance of the Project for its useful life and submit to the Grant Manager for approval and Technical Advisor for review.
- 6. Education and Outreach
 - 6.1 Conduct a minimum of one (1) workshop to solicit comments on the thirty percent (30%) design plans and specifications in Item 4.2. Invite nearby residents and potential stakeholder organizations. Submit a list of invitees, copies of meeting materials, sign-in sheets, and a summary of the topics discussed to the Grant Manager and Technical Advisor.
 - 6.2 Design a minimum of one (1) educational sign to inform the public of the purpose, functionality, and benefits of the Project and permanently install the sign near the Project site. Submit photo documentation to the Grant Manager and Technical Advisor.
 - 6.3 Develop a minimum of one webpage that describes the Project's background, purpose, progress, and results. Submit the weblink to the Grant Manager and Technical Advisor.

A-4. Disclosure and Signage

- (a) The Recipient shall place a sign at least four (4) feet tall by eight (8) feet wide made of ¾-inch-thick exterior grade plywood or other approved material in a prominent location on the construction site and shall maintain the sign in good condition for the duration of the construction period. The sign shall include the following disclosure statement and color logos (available from the Division):



"Funding for this project has been provided in full or in part by Proposition 1 – the Water Quality, Supply, and Infrastructure Improvement Act of 2014 through an agreement with the State Water Resources Control Board."

The sign may include another agency's required promotional information so long as the above logos and disclosure statement are equally prominent on the sign. The sign shall be prepared in a professional manner.

- (b) The Recipient shall include the following disclosure statement in any document, written report, or brochure prepared in whole or in part pursuant to this Agreement:

"Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board using funds from Proposition 1. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

A-5. Reporting

- (a) **Progress Reports.** The Recipient shall submit quarterly progress reports, using a format provided by the Grant Manager, within forty-five (45) days following the end of the calendar quarter (March, June, September, and December) to the Grant Manager and Technical Advisor. Progress Reports shall provide a brief description of activities that have occurred, milestones achieved, monitoring results (if applicable), and any problems encountered in the performance of the work under this Agreement during the applicable reporting period. Reporting shall be required even if no grant-related activities occurred during the reporting period. The Recipient shall document all activities and expenditures in progress reports, including work performed by contractors.
- (b) **As Needed Information or Reports.** The Recipient agrees to submit expeditiously, during the term of this Agreement, such reports, data, and information as may be reasonably required by the Division including, but not limited to, material necessary or appropriate for evaluation of the funding program or to fulfill any reporting requirements of the state or federal government.
- (c) **Final Reports.** At the conclusion of the Project, the Recipient must submit the following to the Grant Manager and Technical Advisor:
 - (1) **Draft Final Project Report.** Prepare and submit to the Grant Manager and Technical Advisor, for review and comment, a draft Final Project Report in a format provided by the Grant Manager.
 - (2) **Final Project Report.** Prepare a Final Project Report that addresses, to the extent feasible, comments made by the Grant Manager on the draft Final Project Report. Submit one (1) reproducible master copy and an electronic copy of the final. Upload an electronic copy of the final report in pdf format to the FFAST system.
 - (3) **Final Project Summary.** Prepare a brief summary of the information contained in the Final Project Report, using a format provided by the Grant Manager, and include accomplishments, recommendations, and lessons learned, as appropriate. Upload an electronic copy of the Final Project Summary in pdf format to the FFAST system.
 - (4) **Final Project Inspection and Certification.** Upon completion of the Project, the Recipient shall provide for a final inspection and shall certify that the Project has been completed in accordance with this Agreement, any final plans and specifications submitted to the State Water Board, and any amendments or modifications thereto. If the Project involved the planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, or other professionals, the final inspection and certification shall be conducted by a California Registered Civil Engineer or other appropriate California registered professional. The results of the final inspection and certification shall be submitted to the Grant Manager and Technical Advisor.

A-6. Submittal Schedule

Failure to provide items by the due dates indicated in the Submittal Schedule below may constitute a material violation of this Agreement. However, the dates in the "Estimated Due Date" column of this Submittal Schedule may be adjusted as necessary during the Disbursement Period with Grant Manager approval. All work or submittals must be achieved with relevant submittals approved by the Division prior to the Work Completion Date, and the final Disbursement Request submitted prior to the Final Disbursement Request Date set forth in Exhibit B.

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
EXHIBIT A-3 PROJECT-SPECIFIC SCOPE OF WORK			
1.	Project Management		
1.2	Notification of Upcoming Meetings, Workshops, and Trainings		As scheduled and noticed
1.3	Detailed Project Schedule	Quarterly	
1.4	Periodic and Final Site Visits		As requested
1.5	Photo Monitoring		Ongoing
2.	General Compliance Requirements/Project Effectiveness and Performance		
2.1	GPS Information and Monitoring Location(s)	90 Days After Execution	
2.2	Monitoring and Reporting Plan		120 Days After Execution
2.2.1	Project Assessment and Evaluation Plan		60 Days After Execution
2.2.2	Monitoring Plan		120 Days After Execution
2.4	Quality Assurance Project Plan (QAPP)		120 Days After Execution
2.5	Water Quality Data Upload to CEDEN	Before Final Report	
3.	Permitting and Environmental Compliance		
3.1.1	Draft CEQA document	May 31, 2019	
3.1.2	Final CEQA document		September 2019
3.2	Agency Approvals, Entitlements, or Permits		September 2019
4.	Planning, Design, and Engineering		
4.1	Design Report		February 2019
4.2	30% Design Plans and Specifications	May 31, 2019	
4.3	100% Design Plans and Specifications		October 2019
4.4	Advertised Bid Documents and Bid Summary		December 2019

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
5.	Construction and Implementation		
5.1	Notice(s) to Proceed	March 31, 2020	
5.3	Proposed Changes During Construction		As needed
5.4	As-built Drawings and Summary of Changes	November 30, 2020	
5.5	Operations and Maintenance Plan		December 2020
6.	Education and Outreach		
6.1	List of Invitees, Meeting Materials, Sign-In Sheets, and Summary of Topics		June 2019
6.2	Photo Documentation of Signage		October 2020
6.3	Web Link		December 2020
EXHIBIT A-5 REPORTING			
(a)	Progress Reports	Quarterly	
(b)	As Needed Information or Reports		As Needed
(c)	Final Reports		
(c)(1)	Draft Final Project Report	January 31, 2021	
(c)(2)	Final Project Report	February 28, 2021	
(c)(3)	Final Project Summary	February 28, 2021	
(c)(4)	Final Project Inspection and Certification	Before Work Completion Date	
EXHIBIT B FUNDING PROVISIONS			
4 (b)	Final Disbursement Request	April 30, 2021	
9 (b)(4)	Disbursement Requests	Quarterly	

EXHIBIT B – FUNDING PROVISIONS

B-1. Project Funding

Subject to the terms of this Agreement, the State Water Board agrees to provide Grant Funds in the amount of up to NINE MILLION, NINE HUNDRED FOUR THOUSAND, EIGHT HUNDRED FORTY-TWO DOLLARS (\$9,904,842).

B-2. Match Funds

- (a) The Recipient agrees to provide Match Funds in the amount of ONE MILLION, ONE HUNDRED THOUSAND, FIVE HUNDRED THIRTY-EIGHT DOLLARS (\$1,100,538).
- (b) This Match Funds amount is based on the budget, funding sources, and amounts submitted by the Recipient in its application and during the negotiation of this Agreement. Any Match Funds changes or adjustments requested by the Recipient must be approved, in advance and in writing, by the Grant Manager and may require an amendment to this Agreement.
- (c) Only expenses that would be considered eligible under the Guidelines will be counted towards the Recipient's Match Funds.
- (d) Any costs incurred prior to the adoption of Proposition 1 on November 4, 2014, will not count towards the Recipient's Match Funds.
- (e) If, at Work Completion, the Recipient has provided Match Funds in an amount that is less than the Match Funds amount set forth above, the State Water Board may proportionately reduce the Grant Funds amount and/or the Recipient's Match Funds amount, upon approval of the Deputy Director of the Division, provided the reduced amount(s) satisfy statutory requirements and Guidelines.

B-3. Estimated Reasonable Total Project Cost

The estimated reasonable cost of the total Project is ELEVEN MILLION, FIVE THOUSAND, THREE HUNDRED EIGHTY DOLLARS (\$11,005,380).

B-4. Funding Dates

- (a) The Eligible Start Date is DECEMBER 1, 2017. Otherwise eligible costs incurred prior to this date will not be reimbursed.
- (b) The Final Disbursement Request Date is APRIL 30, 2021. The Deputy Director of the Division may extend this date for good cause. Extensions may require an amendment to this Agreement. All Disbursement Requests must be submitted to the Division such that they are received prior to this date. Late Disbursement Requests will not be honored, and remaining amounts will be deobligated.

B-5. Funding Conditions and Exclusions

The State Water Board's disbursement of Grant Funds hereunder is contingent on the Recipient's compliance with the terms and conditions of this Agreement.

Grant Funds may not be used for any Indirect Costs. Any Disbursement Request submitted including Indirect Costs will cause that Disbursement Request, in its entirety, to be disputed and will not be paid until the dispute is resolved. This prohibition applies to the Recipient and any subcontract or sub-

agreement for work on the Project that will be reimbursed with Grant Funds pursuant to this Agreement. (Gov. Code, § 16727.)

B-6. Budget Summary

LINE ITEM	GRANT FUNDS	MATCH FUNDS*	TOTAL PROJECT COSTS
Direct Project Administration	\$ 272,700	\$ 30,300	\$ 303,000
Planning/Design/Engineering/Environmental	\$ 1,631,430	\$ 181,270	\$ 1,812,700
Construction/Implementation	\$ 7,854,606	\$ 872,734	\$ 8,727,340
Monitoring/Performance	\$ 125,352	\$ 13,928	\$ 139,280
Education/Outreach	\$ 20,754	\$ 2,306	\$ 23,060
TOTAL	\$ 9,904,842	\$ 1,100,538	\$ 11,005,380

*Match reduced. Project benefits a DAC.

B-7. Budget Flexibility

- (a) Subject to the prior review and approval of the Grant Manager, adjustments between existing line items may be used to defray allowable direct costs up to fifteen percent (15%) of the total Grant Funds, including any amendment(s) thereto. Line item adjustments in excess of fifteen percent (15%) require an Agreement amendment. If the detailed budget includes an amount for the Recipient's personnel costs, that amount is based on the hours, classifications, and rates submitted by the Recipient in its application. Any changes to the hours, classifications, and rates must be approved, in advance and in writing, by the Grant Manager.
- (b) The Recipient may submit a request for an adjustment in writing to the Grant Manager. Such adjustment may not increase or decrease the total grant amount. The Recipient shall submit a copy of the original Agreement budget sheet reflecting the requested changes and shall note proposed changes by striking out the original amount(s) followed with proposed change(s) in bold and underlined. Budget adjustments deleting a budget line item or adding a new budget line item shall require a formal amendment. The Division may also propose budget adjustments.
- (c) The sum of adjusted line items shall not exceed the total budget amount.

B-8. Amounts Payable by the Recipient

The Recipient agrees to pay any and all costs connected with the Project including, without limitation, any and all Project Costs. If the Grant Funds are not sufficient to pay the Project Costs in full, the Recipient shall nonetheless complete the Project and pay that portion of the Project Costs in excess of available Grant Funds, and shall not be entitled to any reimbursement therefor from the State Water Board.

B-9. Disbursement of Grant Funds; Availability of Grant Funds

- (a) The State Water Board's obligation to disburse Grant Funds is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason including, but not limited to, failure of the State government to appropriate funds necessary for disbursement of Grant Funds, the State Water Board shall not be

obligated to make any disbursements to the Recipient under this Agreement. This provision shall be construed as a condition precedent to the obligation of the State Water Board to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Recipient with a right of priority for disbursement over any other recipient. If any disbursements due the Recipient under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the State Water Board that such disbursement will be made to the Recipient when sufficient funds do become available, but this intention is not binding. If this Agreement's funding for any fiscal year 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 Agreement with no liability occurring to the State, or offer an amendment to the Recipient to reflect the reduced amount.

- (b) Except as may be otherwise provided in this Agreement, disbursement of Grant Funds will be made as follows:
- (1) Upon execution and delivery of this Agreement, the Recipient may submit a Disbursement Request for eligible Project Costs as well as to support Match Funds as specified in this Exhibit from the Project Costs through submission to the State Water Board using the Disbursement Request form provided by the Grant Manager.
 - (2) Disbursement Requests shall contain the following information:
 - a. The date of the request;
 - b. The time period covered by the request, i.e., the term "from" and "to";
 - c. The total amount requested;
 - d. Documentation of Match Funds used;
 - e. Original signature and date (in ink) of Recipient's Project Director or his/her designee; and
 - f. The Final Disbursement Request shall be clearly marked "FINAL DISBURSEMENT REQUEST" and shall be submitted NO LATER THAN APRIL 30, 2021.
 - (3) Disbursement Requests must be itemized based on the line items specified in the budget in this Exhibit. Disbursement Requests must be complete, signed by the Recipient's Project Director or his/her designee, and addressed to the Grant Manager as set forth in the Party Contacts section of this Agreement. Requests for disbursement submitted in any other format than the one provided by the State Water Board will cause a Disbursement Request to be disputed. In the event of such a dispute, the Grant Manager will notify the Recipient. Payment will not be made until the dispute is resolved and a corrected Disbursement Request submitted. The Grant Manager has the responsibility for approving Disbursement Requests. Project Costs incurred prior to the Eligible Start Date of this Agreement will not be reimbursed.
 - (4) Grant Funds must be requested quarterly via Disbursement Request for eligible costs incurred during the reporting period of the corresponding Progress Report, describing the activities and expenditures for which the disbursement is being requested. Each Disbursement Request must be accompanied by a Progress Report. Failure to provide timely Disbursement Requests may result in such requests not being honored.
 - (5) The Recipient agrees that it will not submit any Disbursement Requests that include any Project Costs until such costs have been incurred and are currently due and payable by the

Recipient; although, the actual payment of such costs by the Recipient is not required as a condition of the Disbursement Request. Supporting documentation (e.g., receipts) must be submitted with each Disbursement Request as well as to support Match Funds claimed, if any. The amount requested for administration costs must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = total amount claimed). Disbursement of Grant Funds will be made only after receipt of a complete, adequately supported, properly documented and accurately addressed Disbursement Request.

- (6) The Recipient will not seek reimbursement of any Project Costs that have been reimbursed from other funding sources.
- (7) The Recipient shall use Grant Funds within thirty (30) days of receipt to reimburse contractors, vendors, and other Project Costs. Any interest earned on Grant Funds shall be reported to the State Water Board and will either be required to be returned to the State Water Board or deducted from future disbursements. In the event that the Recipient fails to disburse Grant Funds to contractors or vendors within thirty (30) days from receipt of the Grant Funds, the Recipient shall immediately return such Grant Funds to the State Water Board. Interest shall accrue on such funds from the date of disbursement through the date of mailing of Grant Funds to the State Water Board. If the Recipient held such Grant Funds in interest-bearing accounts, any interest earned on the Grant Funds shall also be due to the State Water Board.
- (8) The Recipient shall submit its final Disbursement Request no later than the Final Disbursement Request Date specified herein unless prior approval is granted by the Division. If the Recipient fails to do so, then the undisbursed balance of this Agreement will be deobligated.
- (9) The Recipient agrees that it will not request a disbursement unless that cost is allowable, reasonable, and allocable.
- (10) Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner that is in violation of or in conflict with federal or state laws, policies, or regulations.
- (11) The Recipient agrees that it shall not be entitled to interest earned on undisbursed Grant Funds.
- (12) Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred by the Recipient. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the Grant Manager.
- (13) The Recipient must include any other documents or requests required or allowed under this Agreement.

B-10. Withholding of Disbursements and Material Violations

- (a) Notwithstanding any other provision of this Agreement, the Recipient agrees that the State Water Board may retain an amount equal to ten percent (10%) of the Grant Funds until Project Completion. Any retained amounts due to the Recipient will be promptly disbursed to the Recipient, without interest, upon Project Completion.

(b) The State Water Board may withhold all or any portion of the funds provided for by this Agreement in the event that:

- (1) The Recipient has materially violated, or threatens to materially violate, any term, provision, condition, or commitment of this Agreement; or
- (2) The Recipient fails to maintain reasonable progress toward Project Completion.

B-11. Remaining Balance

In the event the Recipient does not request all of the Grant Funds encumbered under this Agreement, any remaining Grant Funds revert to the State.

B-12. Fraud and Misuse of Public Funds

All Disbursement Requests submitted shall be accurate and signed under penalty of perjury. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Recipient shall not submit any Disbursement Request containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs). Any eligible costs for which the Recipient 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 Grant Funds disbursed hereunder. Additionally, the Deputy Director of the Division may request an audit and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 489-490.)

EXHIBIT C – STANDARD TERMS AND CONDITIONS

C-1. Accounting and Auditing Standards

The Recipient shall maintain GAAP-compliant Project accounts, including GAAP requirements relating to the reporting of infrastructure assets.

C-2. Amendment

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral or written understanding or agreement not incorporated in this Agreement is binding on any of the parties.

C-3. Assignability

This Agreement is not assignable by the Recipient, either in whole or in part.

C-4. Audit

- (a) The Division, at its option, may call for an audit of financial information relative to the Project, where the Division determines that an audit is desirable to assure program integrity or where such an audit becomes necessary because of state or federal requirements. Where such an audit is called for, the audit shall be performed by a certified public accountant independent of the Recipient and at the cost of the Recipient. The audit shall be in the form required by the Division.
- (b) Audit disallowances will be returned to the State Water Board. Failure to comply with audit disallowance provisions shall disqualify the Recipient from participating in State Water Board funding programs.

C-5. Bonding

Where contractors are used, the Recipient shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Recipient 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.

C-6. Continuous Use of Project; Lease or Disposal of Project

The Recipient agrees that, except as provided in this Agreement, it will not abandon, substantially discontinue use of, lease, or dispose of the Project or any significant part or portion thereof during the useful life of the Project without prior written approval of the Deputy Director of the Division. Such approval may be conditioned as determined to be appropriate by the Deputy Director of the Division, including a condition requiring repayment of all Grant Funds or any portion of all remaining Grant Funds covered by this Agreement together with accrued interest and any penalty assessments which may be due.

C-7. Claims

Any claim of the Recipient is limited to the rights, remedies, and claims procedures provided to the Recipient under this Agreement.

C-8. Competitive Bidding

The Recipient shall adhere to any applicable state or local ordinance for competitive bidding and applicable labor laws.

If the Recipient is a private entity, any construction contracts related in any way to the Project shall be let by competitive bid procedures that ensure award of such contracts to the lowest responsible bidders. The Recipient shall not award a construction contract until a summary of bids and identification of the selected lowest responsible bidder is submitted to and approved in writing by the Division. The Recipient must provide a full explanation if the Recipient is proposing to award a construction contract to anyone other than the lowest responsible bidder.

C-9. Compliance with Law, Regulations, etc.

The Recipient agrees that it will, at all times, comply with and require its contractor and subcontractors to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, the Recipient agrees that, to the extent applicable, the Recipient will:

- (a) Comply with the provisions of the adopted environmental mitigation plan, if any, for the term of this Agreement;
- (b) Comply with the Guidelines; and
- (c) Comply with and require compliance with the list of state laws (cross-cutters) in Section C-32 of this Agreement.

C-10. Conflict of Interest

The Recipient certifies that its owners, officers, directors, agents, representatives, and employees are in compliance with applicable state and federal conflict of interest laws.

C-11. Damages for Breach Affecting Tax-Exempt Status or Federal Compliance

In the event that any breach of any of the provisions of this Agreement by the Recipient shall result in the loss of tax-exempt status for any bonds of the State or any subdivision or agency thereof, including bonds issued on behalf of the State Water Board, or if such breach shall result in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government by reason of any arbitrage profits, the Recipient shall immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach. In the event that any breach of any of the provisions of this Agreement by the Recipient shall result in the failure of Grant Funds to be used pursuant to the provisions of this Agreement, or if such breach shall result in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government, the Recipient shall immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach.

C-12. Disputes

- (a) The Recipient may appeal a staff decision within thirty (30) days to the Deputy Director of the Division or designee, for a final Division decision. The Recipient may appeal a final Division decision to the State Water Board within thirty (30) days. The Office of the Chief Counsel of the State Water Board will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided to the State Water Board's Executive Director and each State Water Board Member. Upon the motion of any State Water Board Member, the State

Water Board will review and resolve the dispute in the manner determined by the State Water Board. Should the State Water Board determine not to review the final Division decision, this decision will represent a final agency action on the dispute.

- (b) This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law.
- (c) The Recipient shall continue with the responsibilities under this Agreement during any dispute.

C-13. Financial Management System and Standards

The Recipient agrees to comply with federal standards for financial management systems. The Recipient agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit preparation of reports required by the federal or state government and tracking of Project Costs to a level of expenditure adequate to establish that such Grant Funds have not been used in violation of federal or state laws or the terms of this Agreement.

C-14. Governing Law

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

C-15. Income Restrictions

The Recipient agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Recipient under this Agreement shall be paid by the Recipient to the State Water Board, to the extent that they are properly allocable to Project Costs for which the Recipient has been reimbursed by the State Water Board under this Agreement.

C-16. Indemnification and State Reviews

The parties agree that review or approval of Project documents by the State Water Board is for administrative purposes only, including conformity with application and eligibility criteria, and expressly not for the purposes of design defect review or construction feasibility, and does not relieve the Recipient of its responsibility to properly plan, design, construct, operate, and maintain the Project. To the extent permitted by law, the Recipient agrees to indemnify, defend, and hold harmless the State Water Board, and its officers, employees, and agents (collectively, "Indemnified Persons"), against any loss or liability arising out of any claim or action brought against any Indemnified Persons from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character, and nature whatsoever arising out of, resulting from, or in any way connected with (1) the Project or the conditions, occupancy, use, possession, conduct, or management of, work done in or about, or the planning, design, acquisition, installation, or construction, of the Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the Toxic Substances Control Act, the Occupational Safety and Health Act, the Safe Drinking Water Act, the California Hazardous Waste Control Law, and California Water Code Section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the Project; or (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Recipient for use in any disclosure document utilized in connection with any of the

transactions contemplated by this Agreement. To the fullest extent permitted by law, the Recipient agrees to pay and discharge any judgment or award entered or made against Indemnified Persons with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section shall survive the term of this Agreement and the discharge of the Recipient's obligation hereunder.

C-17. Independent Actor

The Recipient, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State Water Board.

C-18. Integration

This Agreement is the complete and final Agreement between the parties.

C-19. Non-Discrimination Clause

- (a) During the performance of this Agreement, the Recipient and its contractors and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family care leave, or genetic information, gender, gender identity, gender expression, or military and veteran status.
- (b) The Recipient, its contractors, and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- (c) The Recipient, its contractors, and subcontractors shall comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated thereunder. (Gov. Code, §12990, subds. (a)-(f) et seq.; Cal. Code Regs., tit. 2, § 7285 et seq.) Such regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- (d) The Recipient, its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- (e) The Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

C-20. No Third Party Rights

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein.

C-21. Operation and Maintenance; Insurance

The Recipient agrees to sufficiently and properly staff, operate, and maintain all portions of the Project during its useful life in accordance with all applicable state and federal laws, rules, and regulations.

The Recipient will procure and maintain or cause to be maintained insurance on the Project with responsible insurers, or as part of a reasonable system of self-insurance, in such amounts and against such risks (including damage to or destruction of the Project) as are usually covered in connection with systems similar to the Project. Such insurance may be maintained by the maintenance of a self-

insurance plan so long as any such plan provides for (i) the establishment by the Recipient of a separate segregated self-insurance fund funded in an amount determined (initially and on at least an annual basis) by an independent insurance consultant experienced in the field of risk management employing accepted actuarial techniques and (ii) the establishment and maintenance of a claims processing and risk management program.

In the event of any damage to or destruction of the Project caused by the perils covered by such insurance, the net proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the Project. The Recipient shall begin such reconstruction, repair or replacement as expeditiously as possible, and shall pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same shall be completed and the Project shall be free and clear of all claims and liens.

C-22. Other Assistance

If funding for Project Costs is made available to the Recipient from sources other than this Agreement and approved match sources, the Recipient shall immediately notify the Grant Manager.

C-23. Permits; Contracting; Disqualification

The Recipient shall comply in all material respects with all applicable federal, state and local laws, rules and regulations. The Recipient shall procure all permits, licenses and other authorizations necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Signed copies of any such permits or licenses shall be submitted to the Division before construction starts.

For any work related to this Agreement, the Recipient shall not contract with any individual or organization on the State Water Board's List of Disqualified Businesses and Persons that is identified as debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which funding under this Agreement is authorized. The State Water Board's List of Disqualified Businesses and Persons is located at http://www.waterboards.ca.gov/water_issues/programs/enforcement/fwa/dbp.shtml. The Recipient shall not contract with any party who is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension."

C-24. Public Records

The Recipient acknowledges that, except for a subset of information regarding archaeological records, the Project records and locations are public records including, but not limited to, all of the submissions accompanying the application, all of the documents incorporated by reference into this Agreement, and all reports, disbursement requests, and supporting documentation submitted hereunder.

C-25. Prevailing Wages

The Recipient agrees to be bound by all applicable provisions of the State Labor Code regarding prevailing wages. The Recipient shall monitor all agreements subject to reimbursement from this Agreement to ensure that the prevailing wage provisions of the State Labor Code are being met.

C-26. Professionals

The Recipient agrees that only professionals with valid licenses in the State of California will be used to perform services under this Agreement where such services are called for. All technical reports required pursuant to this Agreement that involve planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, architecture, or geologic sciences shall be prepared

by or under the direction of persons registered to practice in California. All technical reports must contain the statement of the qualifications of the responsible registered professional(s). Technical reports must bear the signature(s) and seal(s) of the registered professional(s) in a manner such that all work can be clearly attributed to the professional responsible for the work.

C-27. Public Funding

This Project is publicly funded. Any service provider or contractor with which the Recipient contracts must not have any role or relationship with the Recipient, that, in effect, substantially limits the Recipient's ability to exercise its rights, including cancellation rights, under the contract, based on all the facts and circumstances.

C-28. Recipient's Responsibility for Work

The Recipient shall be 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 Recipient shall be responsible for responding to any and all disputes arising out of its contracts for work on the Project. The State Water Board will not mediate disputes between the Recipient and any other entity concerning responsibility for performance of work.

C-29. Records

Without limitation of the requirement to maintain Project accounts in accordance with GAAP, the Recipient agrees to:

- (a) Establish an official file for the Project which shall adequately document all significant actions relative to the Project.
- (b) Establish separate accounts which will adequately and accurately depict all amounts received and expended on the Project, including all assistance funds received under this Agreement.
- (c) Establish separate accounts which will adequately depict all income received which is attributable to the Project, specifically including any income attributable to assistance funds disbursed under this Agreement.
- (d) Establish an accounting system which will accurately depict final total costs of the Project, including both direct and Indirect Costs. Indirect Costs are not eligible for funding under this Agreement.
- (e) Establish such accounts and maintain such records as may be necessary for the State to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.
- (f) If a Force Account is used by the Recipient for the Project, accounts will be established which reasonably document all employee hours charged to the Project and the associated tasks performed by each employee. Indirect Force Account costs are not eligible for funding. This prohibition applies to the Recipient and any subcontract or sub-agreement for work on the Project that will be reimbursed with Grant Funds pursuant to this Agreement. (Gov. Code, § 16727.)
- (g) Maintain separate books, records, and other material relative to the Project.
- (h) Retain such books, records, and other material for itself and for each contractor or subcontractor who performed work on this Project for a minimum of thirty-six (36) years after Work Completion. The Recipient shall require that such books, records, and other material be subject at all

reasonable times (at a minimum during normal business hours) to inspection, copying, and audit by the State Water Board, the Bureau of State Audits, the Internal Revenue Service, the Governor, or any authorized representatives of the aforementioned, and shall allow interviews during normal business hours of any employees who might reasonably have information related to such records. The Recipient agrees to include a similar right regarding audit, interviews, and records retention in any subcontract related to the performance of this Agreement. The provisions of this section shall survive the term of this Agreement.

C-30. Related Litigation

The Recipient is prohibited from using Grant Funds or Match Funds to pay costs associated with any litigation the Recipient pursues. Regardless of whether the Project or any eventual related project is the subject of litigation, the Recipient agrees to complete the Project funded by the Agreement or to repay all Grant Funds plus interest to the State Water Board.

C-31. Rights in Data

The Recipient 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 Agreement are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Recipient may copyright the same, except that, as to any work which is copyrighted by the Recipient, the State reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so, and to receive electronic copies from the Recipient upon request.

C-32. State Cross-Cutter Compliance

The Recipient represents and certifies that, to the extent applicable, it is in compliance with the following conditions precedent and agrees that it will continue to maintain compliance during the term of this Agreement:

- (a) **Agricultural Water Management Plan Consistency.** A Recipient that is an agricultural water supplier as defined by section 10608.12 of the Water Code must comply with the Agricultural Water Management Planning Act. (Wat. Code, § 10800 et seq.)
- (b) **California Environmental Quality Act (CEQA).** Implementation and construction activities must comply with CEQA. Upon receipt and review of the Recipient's CEQA documents, the State Water Board shall make its own environmental findings before determining whether to provide any construction funding under this Agreement. Providing environmental clearance and construction funding is discretionary. In the event that the State Water Board does not provide environmental clearance, no construction funding will be provided under this Agreement, all construction funds will be disencumbered, and this Agreement may be terminated. The State Water Board may require changes in the scope or additional mitigation as a condition to providing construction funding under this Agreement. The Recipient shall be prohibited from performing any construction activities prior to environmental clearance by the State Water Board, and the undertaking of any such construction activity will be considered a material breach of this Agreement.

(c) Charter City Project Labor Requirements. (Labor Code, § 1782 and Pub. Contract Code, § 2503.)

(1) Prevailing Wage

Where the Recipient is a charter city or a joint powers authority that includes a charter city, the Recipient certifies that no charter provision nor ordinance authorizes a construction project contractor not to comply with the Labor Code's prevailing wage rate requirements, nor, within the prior two years (starting from January 1, 2015, or after) has the city awarded a public works contract without requiring the contractor to comply with such wage rate requirements according to Labor Code section 1782. Being included on the "List of Charter Cities that are in Compliance With Senate Bills 7, 829, 922" prepared by the Department of Industrial Relations will satisfy this requirement.

(2) Labor Agreements

Where the Recipient is a charter city or a joint powers authority that includes a charter city, the Recipient certifies that no charter provision, initiative, or ordinance limits or constrains the city's authority or discretion to adopt, require, or utilize project labor agreements that include all the taxpayer protection antidiscrimination provisions of Public Contract Code section 2500 in construction projects, and that the Recipient is accordingly eligible for state funding or financial assistance pursuant to Public Contract Code section 2503. Being included on the "List of Charter Cities that are in Compliance With Senate Bills 7, 829, 922" prepared by the Department of Industrial Relations will satisfy this requirement.

- (d) Contractor and Subcontractor Requirements. (Labor Code, §§ 1725.5 and 1771.1.) To bid for public works contracts, the Recipient acknowledges that the Recipient and the Recipient's subcontractors must register with the Department of Industrial Relations.
- (e) Delta Plan Consistency Findings. (Wat. Code, § 85225 and Cal. Code of Regulations, title 23, § 5002.) If the Recipient is a state or local public agency and the proposed action is covered by the Delta Plan, the Recipient will submit a certification of project consistency with the Delta Plan to the Delta Stewardship Council prior to undertaking the implementation/construction project associated with this Project.
- (f) Eminent Domain Prohibited. (Wat. Code, § 79711.) Where land acquisition is otherwise authorized under this Agreement, Grant Funds and Match Funds shall not be used to acquire land via eminent domain.
- (g) Governor's Infrastructure Plan. (Gov. Code, § 13100.) The Recipient shall ensure that the Project shall maintain consistency with section 13100 of the Government Code (five-year infrastructure plan).
- (h) State Water Board's Drought Emergency Water Conservation regulations. (Cal. Code of Regulations, Title 23, article 22.5.) The Recipient will include a discussion of its implementation in Progress Reports submitted pursuant to this Agreement.
- (i) SBx7-7: Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.). SBx7-7 conditions the receipt of a water management grant or loan for urban water suppliers on achieving gallons per capita per day reduction targets with the end goal of a twenty percent (20%) reduction by 2020. The Recipients that are urban water suppliers shall provide proof of compliance with SBx7-7.

- (j) Urban Water Demand Management. (Wat. Code, § 10631.5.) If the Recipient is an "urban water supplier" as defined by Water Code section 10617, the Recipient certifies that it is implementing water demand management measures approved by the Department of Water Resources.
- (k) Urban Water Management Planning Act. (Wat. Code, § 10610 et seq.) If the Recipient is an "urban water supplier" as defined by Water Code section 10617, the Recipient certifies that it has submitted an Urban Water Management Plan that has been deemed complete by the Department of Water Resources and is in compliance with that plan. This shall constitute a condition precedent to this Agreement.
- (l) Urban Water Supplier. (Wat. Code, §§ 526 and 527.) If the Recipient is an urban water supplier as defined by Water Code section 10617, it shall have complied and maintain compliance with sections 526 and 527 of the Water Code relating to installation of meters and volumetric charging.
- (m) Water Diverter. (Wat. Code, § 5103.) If the Recipient is a water diverter, the Recipient must maintain compliance by submitting monthly diversion reports to the Division of Water Rights of the State Water Board.
- (n) Water Quality Compliance. (Wat. Code, § 79707.) The Recipient shall ensure that the Project shall maintain consistency with Division 7 of the Water Code (commencing with section 13000) and Government Code section 13100.
- (o) Water Quality Monitoring. (Wat. Code, § 79704.) If water quality monitoring is required as part of the Project, the Recipient shall collect and report water quality monitoring data to the State Water Board in a manner that is compatible and consistent with surface water monitoring data systems or groundwater monitoring data systems administered by the State Water Board.
- (p) Wild and Scenic Rivers. (Wat. Code, § 79711.) The Recipient shall ensure that the Project will not have an adverse effect on the values upon which a wild and scenic river or any other river is afforded protections pursuant to the California Wild and Scenic Rivers Act or the federal Wild and Scenic Rivers Act.

C-33. State Water Board Action; Costs and Attorney Fees

The Recipient agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the State Water Board as a result of breach of this Agreement by the Recipient, whether such breach occurs before or after completion of the Project, and exercise of any remedy provided by this Agreement by the State Water Board shall not preclude the State Water Board from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Agreement, it is agreed that each party shall bear its own costs and attorney fees.

C-34. Termination; Immediate Repayment; Interest

- (a) This Agreement may be terminated at any time prior to the Work Completion Date set forth on the cover and in Exhibit A, at the option of the State Water Board, upon violation by the Recipient of any material provision of this Agreement after such violation has been called to the attention of the Recipient and after failure of the Recipient to bring itself into compliance with the provisions of this Agreement within a reasonable time as established by the Division.
- (b) In the event of such termination, the Recipient agrees, upon demand, to immediately repay to the State Water Board an amount equal to Grant Funds disbursed hereunder, accrued interest, penalty assessments, and additional payments. In the event of termination, interest shall accrue

on all amounts due at the highest legal rate of interest from the date that notice of termination is mailed to the Recipient to the date all monies due have been received by the State Water Board.

C-35. Timeliness

Time is of the essence in this Agreement

C-36. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

C-37. Useful Life of Project

For the purpose of this Agreement, the minimum useful life of any constructed portions of this Project begins upon completion of construction and continues until twenty (20) years thereafter.

C-38. Venue

The State Water Board and the Recipient 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.

C-39. Waiver and Rights of the State Water Board

Any waiver of rights by the State Water Board with respect to a default or other matter arising under this Agreement at any time shall not be considered a waiver of rights with respect to any other default or matter.

Any rights and remedies of the State Water Board provided for in this Agreement are in addition to any other rights and remedies provided by law.

EXHIBIT B
COST ALLOCATION

Prop 1 - Cost Allocation Spreadsheet

Cost Share Allocation for 50% of Design and Construction										Year One		Year Two		Year Three	
	Cost Share Percentage Allocation	Pro-rata Share of 50%	1/7 Equal Cost Share	Sub-Total	3% GWMA Admin Fee	TOTAL DUE	Allocated Costs for Year One	3% GWMA Admin Fee	Total Due	Allocated Costs for Year Two	3% GWMA Admin Fee	Total Due	Allocated Costs for Year Three	3% GWMA Admin Fee	Total Due
Bel	11.90%	\$65,779.51	\$78,967.00	\$144,746.51	\$4,342.40	\$149,088.91	\$48,248.84	\$1,447.47	\$49,696.30	\$48,248.84	\$1,447.47	\$49,696.30	\$48,248.84	\$1,447.47	\$49,696.30
Bel Gardens	11.22%	\$62,020.68	\$78,967.00	\$140,987.68	\$4,229.63	\$145,217.31	\$46,995.89	\$1,409.88	\$48,405.77	\$46,995.89	\$1,409.88	\$48,405.77	\$46,995.89	\$1,409.88	\$48,405.77
Commerce	29.61%	\$163,674.90	\$78,967.00	\$242,641.90	\$7,279.26	\$249,921.16	\$242,641.90	\$7,279.26	\$249,921.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cudahy	5.05%	\$27,214.84	\$78,967.00	\$106,881.84	\$3,206.46	\$110,088.30	\$106,881.84	\$3,206.46	\$110,088.30	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Huntington Park	13.65%	\$75,452.97	\$78,967.00	\$154,419.97	\$4,632.60	\$159,052.57	\$51,473.32	\$1,544.20	\$53,017.52	\$51,473.32	\$1,544.20	\$53,017.52	\$51,473.32	\$1,544.20	\$53,017.52
Marywood	5.32%	\$29,407.31	\$78,967.00	\$108,374.31	\$3,251.23	\$111,625.54	\$36,124.77	\$1,083.74	\$37,208.51	\$36,124.77	\$1,083.74	\$37,208.51	\$36,124.77	\$1,083.74	\$37,208.51
Vernon	23.25%	\$128,518.79	\$78,967.00	\$207,485.79	\$6,224.57	\$213,710.36	\$79,796.11	\$3,203.89	\$83,000.00	\$50,344.84	\$1,510.34	\$51,855.18	\$50,344.84	\$1,510.34	\$51,855.18
	100.00%						\$0.00		\$0.00	\$0.00		\$0.00			\$0.00
TOTALS:		\$552,769.00	\$552,769.00	\$1,105,538.00	\$33,166.14	\$1,138,704.14			\$658,937.56			\$240,183.29			\$240,183.29

Total Cost Share \$1,105,538.00
 3% GWMA Admin \$33,166.14
Total \$1,138,704.14

Approval:

Gina NIM, Chair

Date

9/26/17