

MADERA SUBBASIN

Sustainable Groundwater
Management Act (SGMA)

*Joint Groundwater Sustainability
Plan*

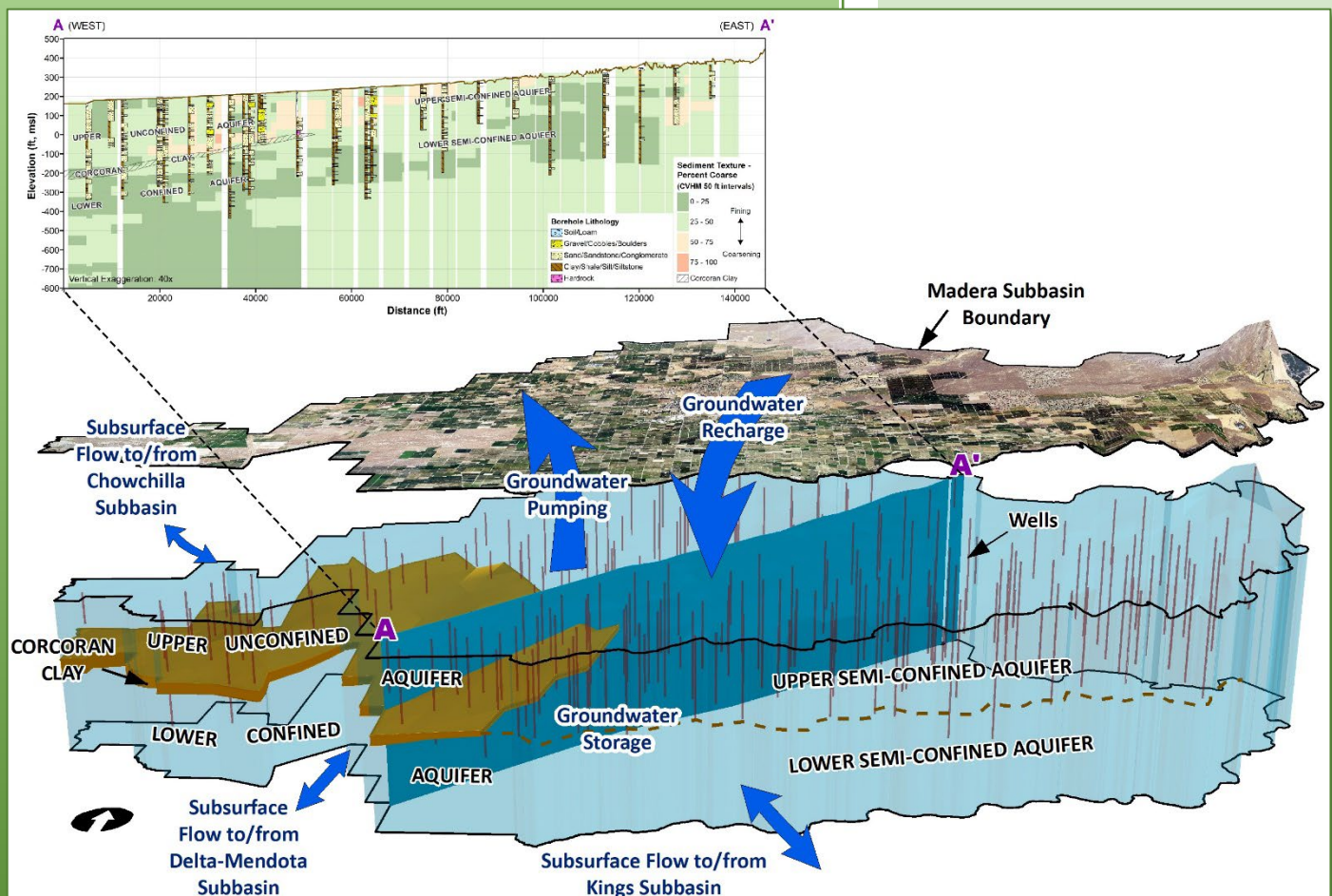
APPENDIX 4. PROJECTS AND MANAGEMENT
ACTIONS TO ACHIEVE SUSTAINABILITY GOAL
Technical Appendix 4.A. through 4.B.

January 2020, Amended 2025



Prepared by

*Dauids Engineering, Inc (Amended GSP)
Luhdorff & Scalmanini (Amended GSP)
ERA Economics
Stillwater Sciences and
California State University, Sacramento*



Madera Subbasin

Sustainable Groundwater
Management Act

Joint Groundwater Sustainability Plan

Technical Appendix 4.A. through 4.B.

January 2020

Amended January 2025

Prepared For

Madera Subbasin Coordination Committee

Prepared By

Davids Engineering, Inc (Amended GSP Team)
Luhdorff & Scalmanini (Amended GSP Team)
ERA Economics
Stillwater Sciences and
California State University, Sacramento

APPENDIX 4. PROJECTS AND MANAGEMENT ACTIONS TO ACHIEVE SUSTAINABILITY GOAL

4.A. Madera County GSA: Chowchilla Bypass Flood Water Recharge.

4.B. Funding Agreement Between the State of California Department of Water Resources and Madera County Department of Water and Natural Resources for the Madera Subbasin Domestic Well Mitigation Program.

APPENDIX 4. PROJECTS AND MANAGEMENT ACTIONS TO ACHIEVE SUSTAINABILITY GOAL

4.A. Madera County GSA: Chowchilla Bypass Flood Water Recharge.

4.B. Funding Agreement Between the State of California Department of Water Resources and Madera County Department of Water and Natural Resources for the Madera Subbasin Domestic Well Mitigation Program.

APPENDIX 4.A. MADERA COUNTY GSA
Chowchilla Bypass Flood Water Recharge

Prepared as part of the
Joint Groundwater Sustainability Plan
Madera Subbasin

January 2020

GSP Team:
Davids Engineering, Inc
Luhdorff & Scalmanini
ERA Economics
Stillwater Sciences and
California State University, Sacramento

TABLE OF CONTENTS

1 PROJECT OVERVIEW	A4.A-1
2 ASSUMPTIONS AND METHODOLOGY	A4.A-1
2.1 General Assumptions	A4.A-1
2.2 Pump Station Assumptions.....	A4.A-2
2.3 Legal, Permitting, Planning, and Professional Service Contingency Cost Assumptions	A4.A-2
3 RESULTS	A4.A-4
3.1 Phase 1 Costs	A4.A-4
3.2 Phase 2 Costs	A4.A-6

LIST OF TABLES

Table A4.A-1. Assumptions for Developing Amortized Total Cost (\$/AF).

Table A4.A-2. Pump and Pipeline Hydraulics Design Assumptions.

Table A4.A-3. Legal, Permitting, Planning, and Professional Service Contingency Cost Assumptions.

Table A4.A-4. Chowchilla Bypass Flood Water Recharge Project Phase 1: Summary of Total Estimated Pump Stations and Associated Costs.

Table A4.A-5. Project Component Cost Estimates Per Each Pump Station, Design 1 (29 cfs capacity, 36 inch diameter pipeline, 3,960 ft length)

Table A4.A-6. Project Component Cost Estimates Per Each Pump Station, Design 2 (43 cfs capacity, 48 inch diameter pipeline, 6,600 ft length)

Table A4.A-7. Chowchilla Bypass Flood Water Recharge Project Phase 2: Summary of Total Estimated Pump Stations and Associated Costs.

1 PROJECT OVERVIEW

As part of its Chowchilla Bypass flood water recharge project, Madera County plans to construct recharge basins or work with landowners to develop a Flood Managed Aquifer Recharge (Flood-MAR) program to divert flood flows from the Chowchilla Bypass onto lands in western portions of Madera County GSA. The project will increase recharge in this area of Madera County, benefitting groundwater sustainability in the Madera Subbasin.

Madera County will divert water from the Chowchilla Bypass primarily during wet years, but also during other years when water is available. The project will proceed in two phases.

The first phase of the project will develop recharge basins or a Flood-MAR program that would be operational by 2025. These basins or parcels would have the capacity to recharge up to 36,000 acre-feet in a wet year (12,000 acre-feet per month from February through April). The average annual recharge provided by the first phase of this project will be about 12,700 acre-feet per year, on average, across all years.

The second phase of the project will develop recharge basins or an expanded Flood-MAR program that would be operational by 2040. These basins or parcels would have the capacity to recharge up to 75,000 acre-feet in a wet year (25,000 acre-feet per month from February through April). The average annual recharge provided by the second phase of this project will be about 26,500 acre-feet, on average, across all years.

Madera County plans to construct pumping stations, delivery facilities, and/or recharge basins, as required, that are sized to accommodate this recharge rate. Preliminary capital cost estimates are provided below for both phases of the project, assuming that a Flood-MAR program is implemented. The assumptions and methodologies used to develop the costs of the pumping stations and delivery facilities required by this program are summarized below.

2 ASSUMPTIONS AND METHODOLOGY

Estimates of capital costs for the pump stations and other infrastructure used to transfer Chowchilla Bypass flood water for recharge were prepared based on the assumptions and methodologies outlined below.

2.1 General Assumptions

General assumptions used to develop the infrastructure cost calculations include:

- In one of every three years, pumps will be operated for 90 days during the winter period to divert Chowchilla Bypass flood water for recharge.
- Parcels that will receive Chowchilla Bypass flood water have a typical elevation relative to adjacent waterways that corresponds to a ground slope of 0.0015 ft/ft (based on ground surface elevations from Google Earth).
- Evapotranspiration loss is 5% of the diverted volume.
- Amortized total cost (\$/AF) is calculated based on the assumptions in Table A4.A-1.

Table A4.A-1. Assumptions for Developing Amortized Total Cost (\$/AF).

Parameter	Value	Description and Additional Notes
Borrowing cost (interest rate)	5.75%	consistent with recent municipal bonds
Term (years)	20	longer borrowing term possible
Opportunity cost of water in crop production (\$/ac)	\$1,334.60	\$/AF applied water assumed to equal the average of annual crop applied water values (excluding irrigated pasture and wheat) in Madera County plus a 20% incentive/premium over operating costs. Assumed field prep/maintenance cost of \$125/ac are included.
Annual crop / marginal orchard land values (\$/ac)	\$15,000	land value of productive row crop land
Share of permanent land retirement (share)	5%	% of land that is permanently retired (the remainder is idled 1 every 3 years)
Recharge "loss" (share)	10%	assumed share of non-beneficial recharge (recharge that does not contribute subbasin overdraft)

2.2 Pump Station Assumptions

Specific assumptions used to develop the size, number, and cost of pump stations required to deliver water to parcels for recharge include:

- Ground slope is estimated to be 0.0015 ft/ft (based on ground surface elevations from Google Earth; these values may vary depending on the area selected).
- 50% of all land that is able to receive water from each pump station and pipeline will be used for recharge (based on the Soil Agricultural Groundwater Banking Index (SAGBI) ratings for lands along Chowchilla Bypass in Madera County).
- Infiltration rate is 4 inches per day.
- Recharge infrastructure will consist of pipelines to the center of each quarter section used for recharge, enabling delivery to each 40 acre parcel, and will vary in length depending on the capacity of the pump station. Additional pipeline length is required if the recharge area is not directly adjacent to the waterway.
- Pump stations will be installed at regular intervals every half-mile along the selected waterway and sized to provide:
 - Phase 1: 36,000 AF of recharge over a 90 day period.
 - Phase 2: 75,000 AF of recharge over a 90 day period.
- Pump and pipeline hydraulics estimated following the assumptions in Table A4.A-2.

2.3 Legal, Permitting, Planning, and Professional Service Contingency Cost Assumptions

Legal, permitting, planning, and other professional service contingency costs are estimated as a percentage of estimated infrastructure costs based on the assumptions in Table A4.A-3.

Table A4.A-2. Pump and Pipeline Hydraulics Design Assumptions.

Parameter	Value	Unit	Note
<u>Pump Hydraulics</u>			
Motor efficiency	0.95		Estimated
Impeller efficiency	0.85		Estimated
Column pipe diameter	30	inches	Assumed
Column pipe "C" factor	120		Hazen Williams "C" Factor for steel
Column pipe length	15	feet	Assumed
Static lift	8	feet	WSE to ground surface
Factor of Safety	1.2		
<u>Pipeline Hydraulics</u>			
Pump Station Design Flow Capacity	<i>varies</i>	cfs	Assumed (see results)
End Line Pressure	5	psi	Assumed
Maximum Flow Velocity	5	fps	Recommended
Pipe Material	PVC		
Friction Factor	150		Hazen Williams "C" Factor
Pipeline Length	<i>varies</i>	feet	Assumed, length of pipeline to center of parcels depends on pump station capacity.
Ground Slope	0.0015	ft/ft	From Google Earth, 40 foot approximate elevation change from waterway in Madera County GSA to location about 5 miles east
Change in Elevation	<i>calculated</i>	feet	Pipeline Length x Ground Slope
Number of Isolation Valves	<i>calculated</i>		Pipeline Length / 1,320 ft

Table A4.A-3. Legal, Permitting, Planning, and Professional Service Contingency Cost Assumptions.

Cost Type	Cost Item	Percent	Percent Calculated Over
Site Costs	Site Work	10%	Pipeline and pump station costs (Infrastructure Costs)
	Site Safety/Security/Protection	5%	
Construction Contract Costs	Design Contingency	30%	Infrastructure + Site Costs
	Mobilization/Demobilization	3%	
	Contractor profit/markup/insurance/bonding	8%	
	Construction Management	10%	
Other Construction Costs	Construction Contingency	30%	Infrastructure + Site + Construction Contract Costs
Other Project Costs	Planning	1%	Infrastructure + Site + Construction Contract + Other Construction Costs
	Engineering/Design/Controls	10%	
	Bidding/Contracting	1%	
	Legal	2%	
	Permitting/Environmental	10%	
	Professional services contingency	5%	

3 RESULTS

The size, quantity, and associated costs of all pump stations required for each phase of the Chowchilla Bypass Flood Water Recharge project are summarized below.

3.1 Phase 1 Costs

The pump stations selected for the first phase of the project are summarized in Table A4.A-4, along with their associated costs. Two pump station designs were considered for this project. Design 1 would provide 43 cfs through a 48 inch diameter pipeline of length 6,600 ft, and design 2 would provide 57 cfs through a 48 inch diameter pipeline of length 9,240 ft. The total cost per pump station, including pipeline costs and all estimated legal, permitting, planning, and contingency costs, is \$7,998,000 for design 1 and \$11,868,000 for design 2. Cost details per pump station are provided in Tables A4.A-5 and A4.A-6 for each design.

At minimum, a total capacity of 212 cfs is required to achieve 36,000 AF of recharge within a 90 day span under the assumptions above. To meet this requirement, the project would include one 43 cfs pump station and five 57 cfs pump stations, for a total capacity of 328 cfs across six pump stations. These pump stations have a total installation cost of \$67,338,000 and would provide up to 36,000 AF of recharge per year on approximately 1,800 acres of land when flood flows are available.

Table A4.A-4. Chowchilla Bypass Flood Water Recharge Project Phase 1: Summary of Total Estimated Pump Stations and Associated Costs.

Element	Pump Station Design		
	1	2	All
Number of Pump Stations	1	5	6
Flow Capacity (cfs/Pump Station)	43	57	-
Pipeline Length (ft/Pump Station)	6,600	9,240	-
Pipeline Diameter (in)	48	48	-
Installation Cost (\$/Pump Station)	\$7,998,000	\$11,868,000	-
Total Installation Cost (\$)	\$7,998,000	\$59,340,000	\$67,338,000
Recharge Acreage Served (ac/Pump Station)	240	320	-
Recharge Acreage Served (ac)	240	1,600	1,840

Table A4.A-5. Project Component Cost Estimates Per Each Pump Station, Design 1 (43 cfs capacity, 48 inch diameter pipeline, 6,600 ft length).

Line Items	Pricing Unit	Quantity	Unit Cost	Extended Cost
PVC Pipeline and Appurtenances (installed)	LF	6,600	\$341.43	\$2,253,451
Pump Station, Electrical Equipment, Sump	HP	256	\$2,000.00	\$511,540
Subtotal				\$2,800,000
Site Work			10%	\$280,000
Site Safety/Security/Protection			5%	\$140,000
Line Item Subtotal				\$3,200,000

Line Items	Pricing Unit	Quantity	Unit Cost	Extended Cost
Design Contingency			30%	\$960,000
Mobilization/Demobilization			3%	\$96,000
Contractor profit/markup/insurance/bonding			8%	\$256,000
Construction Management			10%	\$320,000
Estimated Construction Contract Subtotal =				\$4,800,000
Construction Contingency			30%	\$1,440,000
Estimated Construction Cost =				\$6,200,000
Planning			1%	\$62,000
Engineering/Design/Controls			10%	\$620,000
Bidding/Contracting			1%	\$62,000
Legal			2%	\$124,000
Permitting/Environmental			10%	\$620,000
Professional services contingency			5%	\$310,000
Estimated Total Project Cost Per Pump Station =				\$7,998,000

Table A4.A-6. Project Component Cost Estimates Per Each Pump Station, Design 2 (57 cfs capacity, 48 inch diameter pipeline, 9,240 ft length).

Line Items	Pricing Unit	Quantity	Unit Cost	Extended Cost
PVC Pipeline and Appurtenances (installed)	LF	9,240	\$341.43	\$3,154,832
Pump Station, Electrical Equipment, Sump	HP	451	\$2,000.00	\$902,664
Subtotal				\$4,100,000
Site Work			10%	\$410,000
Site Safety/Security/Protection			5%	\$205,000
Line Item Subtotal				\$4,700,000
Design Contingency			30%	\$1,410,000
Mobilization/Demobilization			3%	\$141,000
Contractor profit/markup/insurance/bonding			8%	\$376,000
Construction Management			10%	\$470,000
Estimated Construction Contract Subtotal =				\$7,100,000
Construction Contingency			30%	\$2,130,000
Estimated Construction Cost =				\$9,200,000
Planning			1%	\$92,000
Engineering/Design/Controls			10%	\$920,000
Bidding/Contracting			1%	\$92,000
Legal			2%	\$184,000
Permitting/Environmental			10%	\$920,000
Professional services contingency			5%	\$460,000
Estimated Total Project Cost Per Pump Station =				\$11,868,000

3.2 Phase 2 Costs

The pump stations selected for the second phase of the project are summarized in Table A4.A-7 along with their associated costs. The same two pump station designs considered for Phase 1 were also considered for Phase 2 of this project. Design 1 would provide 43 cfs through a 48 inch diameter pipeline of length 6,600 ft, and design 2 would provide 57 cfs through a 48 inch diameter pipeline of length 9,240 ft. Cost details for each pump station design are provided in Tables A4.A-5 and A4.A-6 above.

At minimum, a total capacity of 441 cfs is required to achieve 75,000 AF of recharge within a 90 day span under the assumptions above. To meet this requirement, the project would include three 43 cfs pump stations and eight 57 cfs pump stations, for a total capacity of 585 cfs across eleven pump stations. These pump stations have a total installation cost of \$118,938,000 and would provide up to 75,000 AF of recharge per year on approximately 3,300 acres of land when flood flows are available.

Table A4.A-7. Chowchilla Bypass Flood Water Recharge Project Phase 2: Summary of Total Estimated Pump Stations and Associated Costs.

Element	Pump Station Design		
	1	2	All
Number of Pump Stations	3	8	11
Flow Capacity (cfs/Pump Station)	43	57	-
Pipeline Length (ft/Pump Station)	6,600	9,240	-
Pipeline Diameter (in)	48	48	-
Installation Cost (\$/Pump Station)	\$7,998,000	\$11,868,000	-
Total Installation Cost (\$)	\$23,994,000	\$94,944,000	\$118,938,000
Recharge Acreage Served (ac/Pump Station)	240	320	-
Recharge Acreage Served (ac)	720	2,560	3,280

APPENDIX 4.B. FUNDING AGREEMENT BETWEEN THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES AND MADERA COUNTY DEPARTMENT OF WATER AND NATURAL RESOURCES FOR THE MADERA SUBBASIN DOMESTIC WELL MITIGATION PROGRAM.

Prepared as part of the
**Joint Groundwater Sustainability Plan
Madera Subbasin**

January 2020
Amended January 2025

GSP Team:

Davids Engineering, Inc (Amended GSP Team)
 Luhdorff & Scalmanini (Amended GSP Team)
 ERA Economics
 Stillwater Sciences and
 California State University, Sacramento

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

AGREEMENT NUMBER: 4600015906

**FUNDING AGREEMENT BETWEEN THE STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES
AND
MADERA COUNTY DEPARTMENT OF WATER AND NATURAL RESOURCES**

**FOR THE
MADERA SUBBASIN DOMESTIC WELL MITIGATION PROGRAM**

A PART OF THE COUNTY DROUGHT RESILIENCE PLANNING ASSISTANCE PROGRAM

FUNDING AGREEMENT BETWEEN
THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES) AND
MADERA COUNTY DEPARTMENT OF WATER AND NATURAL RESOURCES
AGREEMENT NUMBER 46000015906
COUNTY DROUGHT RESILIENCE PLANNING ASSISTANCE PROGRAM

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

1. **PURPOSE.** State shall provide funding pursuant to the Budget Act of 2021, as amended (Stats. 2022, ch. 44, § 25) to the Grantee to assist in financing the Madera Subbasin Domestic Well Mitigation Program (Project). By executing this Agreement, the Grantee certifies that the purpose of the Project is in response to a drought scenario, as defined by Water Code section 13198(a) and is intended to: (1) address immediate impacts on human health and safety; (2) address immediate impacts on fish and wildlife resources; or, (3) provide water to persons or communities that lose or are threatened with the loss or contamination of water supplies.
2. **TERM OF FUNDING AGREEMENT.** The term of this Funding Agreement begins on the date this Funding Agreement is initially executed by State, through final payment plus three (3) years unless otherwise terminated or amended as provided in this Agreement. However, all work shall be completed by December 31, 2025, and no funds may be requested after March 31, 2026.
3. **PROJECT COST.** The reasonable cost of the Project is estimated to be \$125,000.
4. **FUNDING AMOUNT.** The maximum amount payable by the State under this Agreement shall not exceed \$125,000. Any additional costs are the responsibility of the Grantee.
5. **BASIC CONDITIONS.** State shall have no obligation to disburse money for the Project under this Funding Agreement until Grantee has satisfied the following conditions:
 - A. For the term of this Funding Agreement, Grantee submits timely Quarterly Progress Reports as required by Paragraph 12, "Submission of Reports."
 - B. Grantee submits all deliverables as specified in Paragraph 12 of this Funding Agreement and in Exhibit A.
6. **DISBURSEMENT OF FUNDS.** State will disburse to Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Funding Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations pursuant to any federal statute or regulation. Any and all money disbursed to Grantee under this Funding Agreement shall be deposited in a separate account and shall be used solely to pay Eligible Project Costs.
7. **ELIGIBLE PROJECT COST.** Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B. Eligible Project Costs include the reasonable costs of studies, engineering, design, legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to

the Project included in this Agreement. Work performed on the Project on/after February 16, 2024, shall be eligible for reimbursement.

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

- A. Costs incurred prior to February 16, 2024.
 - B. Operation and maintenance costs, including post-construction performance and monitoring costs.
 - C. Purchase of equipment not an integral part of the Project.
 - D. Establishing a reserve fund.
 - E. Monitoring and assessment costs for efforts required after Project construction is complete.
 - F. Replacement of existing funding sources for ongoing programs.
 - G. Payment of federal or state taxes.
 - H. Costs incurred as part of any necessary response and cleanup activities required under the Comprehensive Environmental Response, Compensation, and Liability Act; Resource Conservation and Recovery Act; Hazardous Substances Account Act; or other applicable law.
 - I. Support of existing agency requirements and mandates (e.g., punitive regulatory agency requirement).
 - J. Purchase of land or any interests in land.
 - K. Overhead and indirect costs. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include but are not limited to: central service costs; general administration of the Grantee; non-project-specific accounting and personnel services performed within the Grantee's organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition; conference fees; and, generic overhead or markup. This prohibition applies to the Grantee and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.
8. METHOD OF PAYMENT. After the disbursement requirements in Paragraph 5 "Basic Conditions" are met, State will disburse the whole or portions of State funding to Grantee, following receipt from Grantee via US mail or Express mail delivery of a "wet signature" invoice, or an electronic invoice certified and transmitted via DocuSign for costs incurred, including Cost Share, and timely Quarterly Progress Reports as required by Paragraph 12, "Submission of Reports." Payment will be made no more frequently than monthly, in arrears, upon receipt of an invoice bearing the Funding Agreement number. State will notify Grantee, in a timely manner, whenever, upon review of an Invoice, State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to State. Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to State to cure such deficiency(ies). If Grantee fails to submit adequate documentation curing the deficiency(ies), State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by Grantee shall include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.

- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for the Project during the period identified in the particular invoice for the implementation of the Project.
- C. Invoices shall be submitted on forms provided by State and shall meet the following format requirements:
- i. Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - ii. Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - iii. One set of sufficient evidence (i.e., receipts, copies of checks, timesheets) must be provided for all costs included in the invoice.
 - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 4, "Funding Amount".
 - v. Invoices can be submitted by one of the following methods.
 - a. Via either email at wuegrants@water.ca.gov or upload it on DWR's GRanTS website (Grants.water.ca.gov).
 - b. Mail the invoice with the original "wet signature" to the following address:
Sarah Ko
Department of Water Resources
Division of Regional Assistance
715 P Street, 6th Floor
Sacramento, CA 95814

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

9. WITHHOLDING OF DISBURSEMENTS BY STATE. If State determines that the Project is not being implemented in accordance with the provisions of this Funding Agreement, or that Grantee has failed in any other respect to comply with the provisions of this Funding Agreement, and if Grantee does not remedy any such failure to State's satisfaction, State may withhold from Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and State notifies Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 10, the portion that has been disbursed shall thereafter be repaid immediately as directed by State. State may consider Grantee's refusal to repay the requested disbursed amount

a contract breach subject to the default provisions in Paragraph 10, "Default Provisions." If State notifies Grantee of its decision to withhold the entire funding amount from Grantee pursuant to this Paragraph, this Funding Agreement shall terminate upon receipt of such notice by Grantee and the State shall no longer be required to provide funds under this Funding Agreement and the Funding Agreement shall no longer be binding on either party.

10. DEFAULT PROVISIONS. Grantee will be in default under this Funding Agreement if any of the following occur:

- A. Substantial breaches of this Funding Agreement, or any supplement or amendment to it, or any other agreement between Grantee and State evidencing or securing Grantee's obligations.
- B. Making any false warranty, representation, or statement with respect to this Funding Agreement, the application, or any documents filed to obtain grant funding.
- C. Failure to operate or maintain the Project in accordance with this Funding Agreement.
- D. Failure to make any remittance required by this Funding Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.5.
- E. Failure to submit timely progress reports.
- F. Failure to routinely invoice State.
- G. Failure to meet any of the requirements set forth in Paragraph 11, "Continuing Eligibility."

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

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

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

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

- A. Grantee must adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406) for data sharing, transparency, documentation, and quality control.
- B. If the Grantee diverting surface water, the Grantee must maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et seq.
- C. If applicable, maintain compliance with the Urban Water Management Planning Act (Wat. Code, § 10610 et seq.).
- D. If applicable, maintain compliance with Sustainable Water Use and Demand Reduction requirements outlined in Water Code Section 10608, et seq.
- E. On March 4, 2022, the Governor issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. The EO may be found at:

<https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under State law. The EO directs DWR to terminate funding agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that the Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

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

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

Arthur Hinojosa, Manager
Division of Regional Assistance
Department of Water Resources
P.O. Box 942836
Sacramento, CA 94236
Phone: (916) 708-4961
Email: Arthur.Hinojosa@water.ca.gov

Stephanie Anagnoson
Director
Madera County Water and Natural Resources
200 W 4th Street, Suite 3100
Madera, CA 93637
Phone: (559) 598-0362
Email: stephanie.anagnoson@maderacounty.com

Direct all inquiries to the Project Manager:

Sarah Ko
Environmental Scientist
Division of Regional Assistance
Department of Water Resources
715 P Street, 6th Floor
Sacramento, CA 95814
Phone: (916) 873-5187
Email: Sarah.Ko@water.ca.gov

Jenny Nunez-Rodriguez
Senior Administrative Analyst
Madera County Water and Natural Resources
200 W 4th Street, Suite 3100
Madera, CA 93637
Phone: (559) 975-5072
Email: jenny.nunezrodriguez@maderacounty.com

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

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

Exhibit A – WORK PLAN

Exhibit B – BUDGET

Exhibit C – SCHEDULE

Exhibit D – STANDARD CONDITIONS

Exhibit E – GRANTEE'S AUTHORIZING RESOLUTION

Exhibit F – REPORT FORMATS AND REQUIREMENTS

Exhibit G – STATE AUDIT DOCUMENT REQUIREMENTS

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

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

MADERA COUNTY DEPARTMENT OF WATER
AND NATURAL RESOURCES



Arthur Hinojosa, Manager
Division of Regional Assistance

Date 4/15/2024



Stephanie Anagnoson, Director

Date 4/12/2024

Approved as to Legal Form and Sufficiency



For Robin Brewer, Assistant General Counsel
Office of General Counsel

Date 4/12/2024

Exhibit A

WORK PLAN

Project Title – Madera Subbasin Domestic Well Mitigation Program

Grantee – Madera County Water and Natural Resources

Project Description: The Grantee will coordinate with a consultant to develop processes, procedures, and rules for the Madera Subbasin Domestic Well Mitigation Program. The Grantee will hire a facilitator to help guide this process.

The rules developed for the Madera Subbasin Domestic Well Mitigation Program will address the needs of households living with a dry well. Key elements of this effort include:

- Coordination efforts among the different Groundwater Sustainability Agencies (GSAs) in the Madera Subbasin: County of Madera GSA, City of Madera GSA, Gravelly Ford Water District GSA, Madera Irrigation District GSA, Madera Water District GSA, New Stone Water District GSA, and the Root Creek Water District GSA (collectively "County GSAs") to develop processes and procedures for domestic well mitigation
- Support for installation of a monitoring well under DWR's TSS program.

The Project will also support the installation of a monitoring well under the Department of Water Resources (DWR's) Technical Support Services (TSS) program. The TSS program supports GSAs as they develop and implement their Groundwater Sustainability Plans (GSPs), as well as build capacity for water sustainability on a regional and statewide scale. Information from this Project will be used to strengthen the Madera County's existing draft Drought Resilience Plan.

Task 1: Grant Administration

This task includes project administration, invoicing, and reporting.

Grant administration includes working with DWR to develop and execute the Grant Agreement, administration of the Project including overseeing the budget and schedule, making payments to contractors, and other activities related to the completion of the Project.

Invoicing includes preparing and submitting invoices and appropriate backup documentation to the DWR Project Manager describing the work completed and listing the costs incurred during the billing cycle.

Reporting includes preparing and submitting progress reports. Prepare quarterly reports and submit them to DWR. Draft Grant Completion Report and submit for DWR comment. Prepare final Grant Completion Report incorporating DWR comments. All reports should be prepared as specified in Exhibit F of this Agreement.

Deliverables

- Invoices and supporting documents
- Quarterly progress reports

Task 2: Monitoring Well Installation

Staff from the County GSAs will assist with the permitting process for the monitoring well in the Madera Subbasin. Staff will coordinate with the consultant at biweekly meetings to implement steps and actions needed for installation of the monitoring well in the Madera Subbasin. As part of this

support, they will provide feedback and assist with the revision of any information for the monitoring well.

Deliverables

- Records of permits
- Documents related to installation of monitoring well

Task 3: Technical Expertise for Monitoring Well

The consultant will assist in the installation of the monitoring well and provide additional analysis of data, which includes analysis of the well location and analysis of any initial cores or samples. The consultant will host project meetings with DWR's TSS staff and the Grantee to develop installation plans for the monitoring well. All analysis data will be shared with Madera County and DWR.

Deliverables

- Data analysis report of monitoring well

Task 4: Coordination Efforts for the Domestic Well Mitigation Program

Madera County staff and the consultant will develop coordination agreements with the County GSAs to develop the rules for the Domestic Well Mitigation Program. The Grantee will solicit proposals to hire the services of a facilitator to support the meetings with the representatives of other GSAs. Madera County staff, with the support of the facilitator, will host the meetings to develop the rules. Once the rules are developed, they will be distributed for public comment. After the public review period, the rules will be available on the Madera County website.

Deliverables

- Coordination Agreements
- Domestic Well Mitigation Program rules

Exhibit B
BUDGET

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

Task	Cost
Task 1: Grant Administration	\$5,000
Task 2: Monitoring Well Installation	\$5,000
Task 3: Technical Expertise for Monitoring Well Installation	\$40,000
Task 4: Coordination Efforts for the Domestic Well Mitigation Program	\$75,000
Total	\$125,000

Exhibit C
SCHEDULE

Task	Start Date	End Date
Task 1: Grant Administration	February 2024	December 2025
Task 2: Monitoring Well Installation	March 2024	December 2025
Task 3: Technical Expertise for Monitoring Well Installation	March 2024	December 2025
Task 4: Coordination Efforts for the Domestic Well Mitigation Program	March 2025	December 2025

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

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

D.2. ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Funding Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

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

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

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

may elect to pursue any remedies provided in Paragraph 10 or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.

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

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

resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.

- D.10. **COMPETITIVE BIDDING AND PROCUREMENTS:** Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by State under this Funding Agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
- D.11. **COMPUTER SOFTWARE:** Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Funding Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.12. **CONFLICT OF INTEREST:** All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- A. **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
 - B. **Former State Employees:** For the two-year period from the date, he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date, he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
 - C. **Employees of the Grantee:** Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
 - D. **Employees and Consultants to the Grantee:** Individuals working on behalf of the Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.

- D.13. DELIVERY OF INFORMATION, REPORTS, AND DATA: Grantee agrees to expeditiously provide throughout the term of this Funding Agreement, such reports, data, information, and certifications as may be reasonably required by State.
- D.14. DISPOSITION OF EQUIPMENT: Grantee shall provide to State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory, State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.
- D.15. DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance: By signing this Funding Agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:
- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by the Government Code section 8355.
 - B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. Grantee's policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation, and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
 - C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Funding Agreement:
 - i. Will receive a copy of Grantee's drug-free policy statement, and
 - ii. Will agree to abide by terms of Grantee's condition of employment, contract, or subcontract.
- D.16. GOVERNING LAW: This Funding Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.17. GRANTEE'S RESPONSIBILITIES: Grantee and its representatives shall:
- A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Project Exhibit B (Budget) and Exhibit C (Schedule).
 - B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Funding Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for funding.

- C. Comply with all applicable California, federal, and local laws and regulations.
 - D. Implement the Project in accordance with applicable provisions of the law.
 - E. Fulfill its obligations under the Funding Agreement and be responsible for the performance of the Project.
 - F. Obtain any and all permits, licenses, and approvals required for performing any work under this Funding Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Grantee shall provide copies of permits and approvals to State.
 - G. Be solely responsible for design, construction, and operation, and maintenance of the Project. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Agreement.
 - H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
- D.18. INDEMNIFICATION: Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including any breach of this Agreement. Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- D.19. INDEPENDENT CAPACITY: Grantee, and the agents and employees of the Grantee, in the performance of the Funding Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.20. INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Funding Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Funding Agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Funding Agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.
- D.21. INSPECTIONS OF PROJECT BY STATE: State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grantee. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Funding Agreement with State.
- D.22. LABOR CODE COMPLIANCE: The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be

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

- D.23. **MODIFICATION OF OVERALL WORK PLAN:** At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C that concern the budget and schedule without formally amending this Funding Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Funding Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Funding Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.
- D.24. **NONDISCRIMINATION:** During the performance of this Funding Agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital/domestic partner status, gender identity, and denial of medical and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission are incorporated into this Agreement by reference. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Funding Agreement.
- D.25. **OPINIONS AND DETERMINATIONS:** Where the terms of this Funding Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.26. **PRIORITY HIRING CONSIDERATIONS:** If this Funding Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Funding Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.
- D.27. **PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with Grantee's service of water, without prior permission of State. Grantee shall not take any action, including but not

limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee to meet its obligations under this Funding Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.

- D.28. PROJECT ACCESS: The Grantee shall ensure that the State, the Governor of the State, or any authorized representatives of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- D.29. REMAINING BALANCE: In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Funding Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed, and any remaining balance will be disencumbered and unavailable for further use under this Funding Agreement.
- D.30. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Funding Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.31. RETENTION: The State shall withhold ten percent (10%) of the funds requested by the Grantee for reimbursement of Eligible Project Costs until the Project is completed and Final Report is approved. Any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest, upon completion of the Project.
- D.32. RIGHTS IN DATA: Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Funding Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Funding Agreement, subject to appropriate acknowledgement of credit to State for financial support. Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this Paragraph for any public purpose.
- D.33. SEVERABILITY: Should any portion of this Funding Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Funding Agreement shall continue as modified.
- D.34. SUSPENSION OF PAYMENTS: This Funding Agreement may be subject to suspension of payments or termination, or both if the State determines that:
- A. Grantee, its contractors, or subcontractors have made a false certification, or
 - B. Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Funding Agreement.
- D.35. SUCCESSORS AND ASSIGNS: This Funding Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Funding Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.36. TERMINATION BY GRANTEE: Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so,

Grantee must provide a reason(s) for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date.

- D.37. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 10, the State may terminate this Funding Agreement and be relieved of any payments should Grantee fail to perform the requirements of this Funding Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 10.
- D.38. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days' advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.39. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.40. TIMELINESS: Time is of the essence in this Funding Agreement.
- D.41. TRAVEL: Travel includes the reasonable and necessary costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Funding Agreement. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources for excluded employees. These rates may be found at: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.
- D.42. UNION ORGANIZING: Grantee, by signing this Funding Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Funding Agreement. Furthermore, Grantee, by signing this Funding Agreement, hereby certifies that:
- A. No State funds disbursed by this Funding Agreement will be used to assist, promote, or deter union organizing.
 - B. Grantee shall account for State funds disbursed for a specific expenditure by this Funding Agreement to show those funds were allocated to that expenditure.
 - C. Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
 - D. If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that Grantee shall provide those records to the Attorney General upon request.
- D.43. VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.44. WAIVER OF RIGHTS: None of the provisions of this Funding Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Funding Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Funding Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

Exhibit E
GRANTEE'S AUTHORIZING RESOLUTION

**BEFORE
THE BOARD OF DIRECTORS
FOR THE COUNTY OF MADERA**

In the Matter of)	Resolution No.: <u>2023 - 102</u>
)	
CALIFORNIA DEPARTMENT OF)	RESOLUTION AUTHORIZING THE
WATER AND NATURAL)	GRANT APPLICATION, ACCEPTANCE,
RESOURCES)	AND EXECUTION FOR THE MADERA
)	COUNTY DROUGHT RESPONSE
Drought Response Grant Application)	
)	
_____)	

RECITALS

WHEREAS, the response of the County of Madera ("County") to the current California drought (the "Madera County Drought Response") is being implemented in response to a drought scenario, as defined by Water Code section 13198(a), and is intended to: (1) address immediate impacts on human health and safety; (2) address immediate impacts on fish and wildlife resources; or, (3) provide water to persons or communities that lose or are threatened with the loss or contamination of water supplies.

WHEREAS, the County's Department of Water and Natural Resources Department ("Department of W&NR") proposes to implement the Madera County Drought Response.

WHEREAS, the County has the legal authority and is authorized to enter into a funding agreement with the State of California.

WHEREAS, the Department of W&NR, on behalf of the County, intends to apply for grant funding from the California Department of Water Resources ("DWR") for the Madera County Drought Response.

WHEREAS, to the extent that this Resolution could be considered a “project” under the California Environmental Quality Act (“CEQA”), it is except from CEQA review pursuant to CEQA Guidelines sections 15307 (action of a regulatory agency to protect natural resources), 15308 (action of a regulatory agency to protect the environment), and 15061(b)(3) (the “common sense” exemption where a project is exempt if can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment).

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Madera, as follows:

1. The above-stated Recitals are incorporated by reference into this Resolution.

2. That pursuant to, and subject to, all of the terms and provisions of Budget Act of 2021, as amended (Stats. 2022, ch. 44, § 25), the Director of the Department of W&NR, or her designee, is hereby authorized and directed to prepare and file an application for funding with DWR and take such other actions as necessary or appropriate to obtain grant funding for the Madera County Drought Response.

4. The Director of the Department of W&NR is hereby authorized and directed to execute the funding agreement with the DWR and any amendments thereto.

4. The Director of the Department of W&NR, or her designee, is hereby authorized and directed to submit any required documents, invoices, and reports required to obtain grant funding.

* * * * *

The foregoing Resolution was adopted this 18TH day of JULY,
2023, by the following vote.



- Director Wamhoff voted: Yes
- Director Rogers voted: Yes
- Director Poythress voted: Yes
- Director Gonzalez voted: Yes
- Director Macaulay voted: Yes

David B. Reza
Chairman, Board of Directors

ATTEST:

Sharon Scriver
Clerk, Board of Directors

Approved as to Legal form:
COUNTY COUNSEL

Michael R.
By Linden
Digitally signed by: Michael R. Linden
DN: CN = Michael R. Linden email = mlrlden@lozanosmith.com C = US O = LOZANO SMITH
Date: 2023.06.05 12:59:49 -07'00'

Exhibit F**REPORT FORMATS AND REQUIREMENTS**

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

1. QUARTERLY PROGRESS REPORTS

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

PROJECT STATUS

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

PROJECT INFORMATION

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

COST INFORMATION

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

SCHEDULE INFORMATION

- A schedule showing actual progress versus planned progress
- A discussion on how the actual schedule is progressing in comparison to the original or last reported schedule
- A list of any changes approved to the Schedule in accordance with Funding Agreement and a revised schedule, by task, if changed from latest reported schedule

2. PROJECT COMPLETION REPORT

Project Completion Reports shall generally use the following format.

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

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

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

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

COSTS AND DISPOSITION OF FUNDS – A list showing:

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

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

- Task Force or Other Allowed Alternative Process (Water Code section 10609.70 (a)(1-2).
 - Evidence that the County Drought Task Force or alternative has been established.
 - The plan for continuing to maintain a standing County Drought Task Force or alternative that considers domestic wells and state small water systems.
 - Record that invited membership is inclusive of those listed in SB 552 (Water Code Section 10609.70: "... shall invite representatives from the state and other local governments, including groundwater sustainability agencies, and community-based organizations, local water suppliers, and local residents, to participate in the task force.").

- County Drought Resilience Plan
 - Evidence of completion of the county's Drought Resilience Plan as described in Water Code section 10609.70 (b).
 - Submittal of plan and documentation to the DWR County SB 552 Sharing Portal (<https://wuedata.water.ca.gov/>)
- ADDITIONAL INFORMATION – Any relevant additional Information should be included.

Exhibit G**STATE AUDIT DOCUMENT REQUIREMENTS**

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

State Audit Document RequirementsInternal Controls

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

State Funding:

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

Contracts:

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

Invoices:

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

Cash Documents:

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

3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

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

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

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

Project Files:

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