

DEPARTMENT OF WATER RESOURCES

1416 NINTH STREET, P.O. BOX 942836
SACRAMENTO, CA 94236-0001
(916) 653-5791



April 10, 2012

Coachella Valley Water District
Steve Robbins, Project Director
85-995 Avenue 52
Coachella, CA 92236

Proposition 84 Integrated Regional Water Management (IRWM) Planning Grant

Dear Mr. Robbins:

Enclosed for your records is one copy, with original signatures, of Agreement 4600009342 between our Agencies for an IRWM Planning Grant funded under Proposition 84, Chapter 2. You may now begin invoicing us for work performed in Exhibit A, Project Work Plan.

Someone from our staff will be contacting you regarding your project and the Agreement. This person will be your day to day contact on the Agreement, and they will discuss several topics with you, including how to submit your invoices and reporting requirements.

We look forward to working with your Agency on this program. If you have any further questions on the program, please contact Joe Yun at (916) 651-9222.

Sincerely,

Carol Birch, Grant Analyst
Financial Assistance Branch

Enclosure

*e/mc Preyes
J Barrett
S Robbins
M Johnson*



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Grant Agreement Between
The State Of California Department Of Water Resources
And
Coachella Valley Water District
Agreement Number 4600009342
Integrated Regional Water Management (IRWM) Planning
California Public Resources Code §75026 *et seq.*

THIS AGREEMENT is entered into by and between the Department of Water Resources of the State of California, hereinafter called "State," and Coachella Valley Water District, a local district, hereinafter called "Grantee," which parties do hereby agree as follows:

1. PURPOSE. State shall provide a grant from the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 to Grantee for the purpose of developing or completing a new, or updating an existing IRWM plan, or to develop, complete, or modify a component of an IRWM plan so that the IRWM plan meets the IRWM Plan standards set forth in the IRWM Program Guidelines dated August 2010.
2. TERM OF AGREEMENT. The term of this Grant Agreement begins on the date this Agreement is executed by DWR and terminates on August 2013, or when all of the Parties' obligations under this Grant Agreement have been fully satisfied, whichever occurs earlier.
3. GRANT AMOUNT. The maximum amount payable under this Grant Agreement shall not exceed \$1,000,000. Of this grant amount not less than \$256,140 shall be expended to facilitate and support the participation of disadvantaged communities in the IRWM planning effort funded by this Grant Agreement.
4. GRANTEE COSTS. The reasonable costs of the project are estimated to be \$1,386,380. Grantee agrees to be responsible for the difference between the estimate of project cost and the Grant Amount specified in Paragraph 3, Grantee shall provide a funding match in the amount of at least 25% of the total project cost. Grantee cost share is estimated to be \$386,380. Grantee's funding match may include in kind services that are part of Appendix A, Scope of Work, and performed after September 30, 2008.
5. GRANTEE'S RESPONSIBILITIES. Grantee shall faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A, Project Work Plan and in accordance with, Exhibit B Project Budget, and Exhibit C, Schedule. Grantee shall comply with all of the terms and conditions of this Grant Agreement and with Chapter 2 (commencing with Section 75026 *et seq.*) of the California Public Resources Code.
6. BASIC CONDITIONS: State shall have no obligation to disburse money for a project under this Grant Agreement unless and until Grantee has satisfied for such project the State's requirements for disbursement in accordance with the IRWM Guidelines and Planning Grant PSP which include:
 - a. Grantee demonstrates the availability of sufficient funds to complete the project.
 - b. Grantee shall furnish a copy of permits, licenses, and approvals required in performing its obligations under this Grant Agreement.
 - c. Work that is subject to the California Environmental Quality Act (CEQA) shall not proceed under this Grant Agreement until documents that satisfy the CEQA process are received by the State and State has completed its CEQA compliance responsibilities. Work that is subject to a CEQA document shall not proceed until and unless approved by the State's Project Manager. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. Once CEQA documentation has been completed, State will

consider the environmental documents and decide whether to continue to fund the project or to require changes, alterations or other mitigation.

- d. Grantee performs tribal notifications per PRC§75102
 - e. An urban water supplier that receives grant funds governed by this agreement shall maintain compliance with the Urban Water Management Planning Act (CWC§10610 *et. seq.*)
 - f. Grantee submits all deliverables as specified in Paragraph 10 and 11 of this agreement and Appendix A, Scope of Work.
7. METHOD OF PAYMENT. Payment will be made no more than monthly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Invoices shall be submitted using the invoice template provided by State. Invoices must be accompanied by appropriate receipts, required supporting documentation, and a progress report. The invoice should reflect charges for the work completed during the reporting period covered by the corresponding progress report. The invoice cannot be paid prior to submission of a progress report.

The invoice shall contain the date of the invoice; the time period covered by the invoice; the total amount due; and original signature and date (in ink) of Grantee's authorized representative. Invoices must be itemized based on the categories specified in Exhibit C Budget. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed). Submit the original and three (3) copies of the invoice form to the following address:

Angham Aljabiry
Department of Water Resources
901 P St.
Sacramento, 95814

8. DISBURSEMENTS Following the review of each invoice, State will disburse to Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. All money disbursed pursuant to this Grant Agreement shall be deposited, administered, and accounted for pursuant to the provisions of applicable law.
9. ELIGIBLE PROJECT COSTS. Grantee shall apply State funds received only to eligible Project Costs in accordance with applicable provisions of the law and Exhibit C, Project Budget. Eligible project costs include the reasonable costs of conducting meetings, stakeholder outreach and engagement, collecting data and information, and developing and writing the IRWM plan, including administrative costs and incidental costs. Work performed after the date of grant award, February 22, 2011, shall be eligible for reimbursement. Reasonable administrative expenses may be included as Project Costs and will depend on the complexity of the project preparation, planning, coordination and collaboration. Reimbursable administrative expenses are the necessary costs incidentally but directly related to the project including an appropriate pro-rata allocation of overhead and administrative expenses that are regularly assigned to all such projects in accordance with the standard accounting practices of the Grantee.

Advanced funds cannot be provided. Costs that are not eligible for reimbursement include but are not limited to:

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- a. Costs, other than those noted above, incurred prior to the award date of the Grant.
 - b. Costs for preparing and filing a grant application belonging to another solicitation.
 - c. Operation and Maintenance costs, including post construction project performance and monitoring costs.
 - d. Purchase of equipment not an integral part of the project.
 - e. Establishing a reserve fund
 - f. Purchase of water supplies.
 - g. Replacement of existing funding sources for ongoing programs.
 - h. Support of existing agency requirements and mandates (e.g. punitive regulatory agency requirements).
 - i. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of the project, as set forth and detailed by engineering and feasibility studies, or land purchased prior to effective date of the grant award with the State.
 - j. Payment of principal or interest of existing indebtedness or any interest payments unless the debt is incurred after effective date of the grant award, the State agrees in writing to the eligibility of the costs for reimbursement before the debt is incurred, and the purposes for which the debt is incurred are otherwise reimbursable project costs.
 - k. Overhead not directly related to project costs.
10. PROGRESS REPORTS. Grantee shall submit progress reports on a regular and consistent basis to meet the State's requirement for disbursement of funds. The reporting period shall not exceed one quarter in length. The progress reports shall be sent via e-mail, to the State's Project Manager at the frequency specified in Appendix B, Schedule. The progress reports shall provide a brief description of the work performed, Grantees activities, milestones achieved, any accomplishments, during the reporting period, and any problems encountered in the performance of the work under this Agreement. A recommended Progress Report format is attached as Exhibit E.
11. FINAL REPORT. Grantee shall prepare and submit to State, upon completion of the Project, a Final Report, which shall include: 1) an Executive Summary; 2) a comparison between the planned schedule in the Grant Agreement and actual timeline and explanation of the differences; and 3) a discussion of major problems that occurred in meeting the project goals and objectives as proposed and how and if they were resolved. The Final Report shall also contain a detailed description and analysis of project results including whether the purposes of the Project have been met, and a summary of the costs incurred and disposition of funds disbursed. The Final Report shall be provided in hard copy and digital format prior to final payment of grant funds retained by State. Final Report format is attached as Exhibit E.
12. GRANTEE REPRESENTATIONS. The Grantee accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and commitments made by the Grantee in its application, accompanying documents, and communications filed in support of its request for grant funding. Grantee shall comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, policies and regulations.
13. PERFORMANCE EVALUATION. Grantee's performance under this Grant Agreement will be evaluated by State after completion.
14. Labor Compliance. Grantee agrees to comply with all applicable California Labor Code

requirements, including prevailing wage provisions. Grantee must, independently or through a third party, adopt and enforce a Department of Industrial Relations-certified Labor Compliance Program (LCP) meeting the requirements of Labor Code section 1771.5 for projects funded by:

- a. Proposition 84 (Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006; California Public Resources Code sections 75075 et seq.)
or
- b. Any other funding source requiring an LCP.

Grantee's failure to comply with LCP requirements is a breach of this Grant Agreement. At the State's request, Grantee must promptly submit written evidence of Grantee's compliance with the LCP requirements.

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

- a. Breach of this Grant Agreement, or any supplement or amendment to it, or any other agreement between Grantee and State evidencing or securing Grantee's obligations.
- b. Making any false warranty, representation or statement with respect to this Grant Agreement.
- c. Failure to operate or maintain projects in accordance with this Grant Agreement.
- d. Failure to make any remittance required by this Grant Agreement.
- e. If applicable, the grantee fails to maintain compliance with the Urban Water Management Planning Act (CWC 10610 et. seq.)

Should an event of default occur, State may do any or all of the following:

- f. Declare the Grant be immediately repaid, with interest, which shall be equal to State of California general obligation bond interest rate in effect at the time of the default.
- g. Terminate any obligation to make future payments to Grantee.
- h. Terminate the Grant Agreement.
- i. Take any other action that it deems necessary to protect its interests.

16. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be sent by any of the following means: (i) by delivery in person; (ii) by certified U.S. mail, return receipt requested, postage prepaid; (iii) by "overnight" delivery service; provided that next-business-day delivery is requested by the sender; or (iv) by facsimile transmission. 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 by facsimile will be effective on the date of successful transmission, which is documented in writing. Notices shall be sent to the above addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one above.

The Grantee shall promptly notify the State of events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of the Project will be undertaken until written notice of the proposed change has been provided to the State, and the State has given written approval for such change. The Grantee shall notify the State at least ten (10) calendar days prior to any public

or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by State's representatives. The Grantee shall promptly notify the State in writing of completion of work on the Project.

17. PROJECT REPRESENTATIVES: The Project Representatives during the term of this Grant Agreement will be:

Department of Water Resources
Paula Landis
Chief Division of IRWM

Grantee: Coachella Valley Water District
Name: Steve Robbins
Project Director

P.O. Box 942836
Sacramento CA 94236-0001

Address: 85-995 Avenue 52
Coachella, CA 92236

Phone: (916) 651-9220
Fax: (916) 651-9292
e-mail: plandis@water.ca.gov

Phone: (760)398-2661
Fax: (760) 398-3711
e-mail: SRobbins@cvwd.org

Direct all inquiries to the Project Manager:

Department of Water Resources

Grantee: Coachella Valley Water District

Angham Aljabiry
901 P St.
Sacramento, 95814

Name: Patti Reyes
Mailing Address: P.O. Box 1058
Coachella, CA 92236

Phone: (916) 651-9262
Fax: (916) 651-9292
e-mail: aljabiry@water.ca.gov

Phone: (760)398-2661 ex. 2270
Fax: (760) 398-3711
e-mail: PReyes@cvwd.org

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

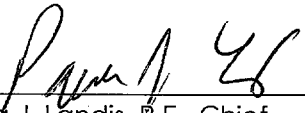
18. STANDARD PROVISIONS: The following exhibits are attached and made a part of this Grant Agreement by this reference:

| | |
|-----------|--------------------------------------|
| Exhibit A | Project Work Plan |
| Exhibit B | Project Schedule |
| Exhibit C | Project Budget |
| Exhibit D | Standard Conditions |
| Exhibit E | Report Format and Requirements |
| Exhibit F | Grantee Resolution |
| Exhibit G | Guidelines for Grantee and Borrowers |
| Exhibit H | Statewide Monitoring |

IN WITNESS WHEREOF, the parties have executed this Grant Agreement as of the date first above written.

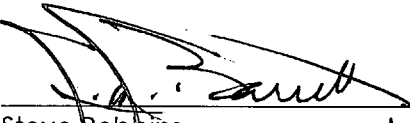
STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

COACHELLA VALLEY WATER DISTRICT



Paula J. Landis, P.E., Chief
Division of Integrated Regional Water
Management

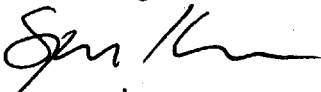
Date 4/10/12



FOR Steve Robbins
General Manager AGM

Date 3.13.12

Approved as to legal form and sufficiency



Spencer Kenner
~~Katherine A. Spanos~~, Assistant Chief Counsel
Office of Chief Counsel

Date 4/5/12

EXHIBIT A PROJECT WORK PLAN

The following Work Plan provides a detailed description of the tasks necessary to complete a full update of the Coachella Valley IRWM Plan.

Task 1: Ongoing Outreach

The CVRWGM has initiated a stakeholder outreach process to help support development and adoption of an IRWM Plan. Building understanding and support for the IRWM program and grant application processes among key stakeholders, as well as the general public, is critical to the success of the ongoing program. A proactive approach to implementing public outreach and information dissemination will assist the CVRWGM in generating broad-based support for the effort. A variety of outreach mechanisms have been identified that will improve general awareness of the Coachella Valley IRWM program and provide means for all interested parties to stay engaged during the planning process and plan implementation.

Ongoing outreach is expected to involve announcing and posting agendas, summaries, handouts, and presentations of the Planning Partners meetings on the Coachella Valley IRWM website. Additionally, all meetings and materials will be announced to the Coachella Valley IRWM stakeholder email distribution list. Following are specific ongoing outreach activities that will take place in support of the Coachella Valley IRWM program process and plan implementation.

Correspondence

An electronic distribution list of stakeholders, interested parties and special subgroups has been developed and maintained. E-mail notices, the primary method of communication, will be sent to announce the availability of new materials on the Coachella Valley IRWM website, meeting minutes, and upcoming meetings.

Coordination and Outreach Meetings

In addition to general outreach activities, meetings and coordination of specific groups will take place including: CVRWGM, Planning Partners, tribal outreach and coordination, and DAC outreach and coordination. Below is a summary of the meetings that will take place in the planning and drafting of the IRWM Plan Update. The estimated timeframe for outreach meetings begins in January 2011 and extends through adoption of the Plan Update in December 2012.

Table 9: Summary of Outreach Meetings during IRWM Plan Update

| | Frequency | Total Meetings |
|--------------------------------|------------------|-----------------------|
| CVRWGM Program Management | Monthly | 24 |
| Planning Partners Coordination | Quarterly | 8 |
| DAC Outreach Coordination | Quarterly | 8 |
| Tribal Coordination | IRWM milestones | Up to 6 |
| Public Workshops | IRWM milestones | Up to 6 |

Task 1-1: CVRWGM Program Management

The CVRWGM is responsible for ongoing management of the Coachella Valley IRWM program. The CVRWGM meets on approximately a monthly basis, generally in person. These meetings are critical to maintaining ongoing communication among CVRWGM members. A majority of the CVRWGM

meetings are assumed to involve IRWM Plan Update activities. These meetings will be the primary opportunity for the Planning Partners and CVRWGM to provide in-kind contributions and assistance to the development of the IRWM Plan Update and related efforts. This task will involve continued support of the CVRWGM, including preparation for, facilitation of, and participation in monthly CVRWGM meetings.

Deliverables

- Draft and final agendas, materials and handouts, and meeting notes for CVRWGM business meetings

Task 1-2: Planning Partners Coordination

Planning Partners meetings will take place on a quarterly basis. The agenda for these meetings will be set by the content for the development of the IRWM Plan Update and the needed materials, information, feedback and recommendations from the Planning Partners and Issue Group leaders (refer to Task 2 below). These meetings will be the primary opportunity for the Planning Partners to provide in-kind contributions and assistance to the development of the IRWM Plan Update and related efforts.

The Planning Partners would assist the development of draft Plan Update materials and feedback prior to their being provided to the broader stakeholder group and would require more significant time commitment than stakeholder participation. The Planning Partners would also receive and review all recommendations made by the Issues Groups on the DAC Water Quality Evaluation (see Task 2-1), the Salt and Nutrient Management Planning Strategy (see Task 2-2), the Integrated Flood Management Plan (see Task 2-3), and the Groundwater Elevation Monitoring Strategy (see Task 2-4). This task will involve continued support of the Planning Partners, including preparation for, facilitation of, and participation in quarterly Planning Partners meetings.

Deliverables

- Draft and final agendas, materials and handouts, and meeting notes for Planning Partners meetings.

Task 1-3: DAC Outreach and Technical Support

The goal of disadvantaged communities (DAC) outreach is to identify additional groups and obtain input that may be otherwise lacking from the IRWM planning and implementation efforts due to financial constraints. Coordinated with the DWR DAC Outreach Demonstration Program and with targeted outreach, the CVRWGM seeks to learn more about the major water-related concerns facing all DAC groups such that long-term implementation of the IRWM Plan is responsive to those needs. We will build upon the work conducted by the Disadvantaged Community Planning Group, established in 2007 to track the progress of DAC programs under Proposition 84 and with the DAC Outreach Demonstration Program, when initiated.

Communities targeted as part of the DAC outreach are groups that have historically been disproportionately impacted with respect to the development, implementation, or enforcement of environmental laws, regulations, and policies due to race, culture, or income. DAC organizations to be targeted during outreach for the Coachella Valley IRWM program include the following:

- California Rural Legal Assistance Inc./Foundation
- Clean Water Action
- Community Water Center
- Desert Alliance for Community Empowerment
- Desert Edge Community Council
- Environmental Justice Coalition for Water
- Natural Science Collaborative of the Desert Region

- Pueblo Unido CDC
- Poder Popular

Outreach Activities

DAC Outreach Meetings The CVRWGMG will host quarterly meetings with DAC members to better understand their critical water supply and water quality needs and to identify potential solutions. Initial meetings will focus on bringing any groups that were not involved in the earlier efforts up to speed and informing all groups about recent activities and opportunities. Subsequent meetings will expand the methods of outreach in DAC/EJ communities, update those groups which may not be able to attend or participate in broader Planning Partner meetings, and develop IRWM planning efforts to meet the needs of each community. The DAC outreach meetings will facilitate the integration of disparate project needs into meaningful programs to better manage water supply and water quality in underserved areas.

Meetings will be held at times convenient for DAC representatives (recognizing that this may include evenings and/or weekends) and in different geographic locations within the Region. Meeting preparation will include public meeting notices and invitations, development and distribution of presentations, meeting handouts and minutes, and coordination of speakers/presenters.

Notices and Newsletters CVRWGMG staff will work with community leaders to identify appropriate methods for notifying members of DAC communities of the current state of the Valley's water-related resources, the IRWM program, and solutions being generated to address their needs. These methods may include techniques such as notices at community gathering sites, multi-lingual newsletters, mailings, phone surveys, door-to-door surveys, or public meetings within the communities. The focus of these efforts will be to identify the critical needs of the targeted communities. Once identified, these critical needs will be translated into long-term targets for the IRWM Plan.

CVRWGMG Coordination One or more CVRWGMG partner(s) will be identified as the liaison with DAC organizations, so it is clear how coordination and communication will occur. Additionally, several DAC representatives have been designated as Planning Partners. Communication will be conducted mainly via telephone and email; however, office visits may be arranged as feasible. Through one-on-one communication, the CVRWGMG will encourage participation by DAC representatives in IRWM public meetings.

Technical Support for DACs

Through the work recently completed for the IRWM Plan, critical issues and conflicts in DACs have been relatively well defined. However, DAC representatives often do not have the resources or technical capacity to develop project submittals that address those critical needs. The CVRWGMG will work with those project sponsors to develop project scopes, budgets, and cost estimates to help ensure the DAC projects can be included in the IRWM Plan Update and future funding applications. This project development task includes planning and engineering services to achieve conceptual-level drawings, schematics, and cost estimates for up to 6 projects necessary to meet critical DAC needs. This effort will provide complete project information, but will not include CEQA or permitting efforts.

DAC Outreach Demonstration Program

The CVRWGMG has identified the opportunity for more comprehensive efforts relating to DAC outreach and has submitted a DAC Outreach Demonstration Program proposal to DWR for potential funding. If funding is approved, the following additional goals will be achieved as part of that separate and parallel DAC Outreach effort:

- Establishment of a DAC Community Planning Group;
- At least five (5) DAC Workshops addressing specific community needs;
- DAC focused characterization, including seasonal populations;

- Flood control mapping in DAC areas;
- Planning and engineering support for DAC project development;
- Preparation of a DAC IRWM Plan Element; and
- DAC Outreach Demonstration Program White Paper.

Deliverables

- Draft and final agendas, materials and handouts, and meeting notes for DAC Outreach meetings.
- Notices and newsletters to communicate IRWM program activities.
- Technical support for project submittals (including conceptual level drawings, schematics, and cost estimates) for up to 6 DAC projects

Task 1-4: Tribal Outreach and Coordination

The goal of engaging the Valley's tribal governments is to better understand their critical water resources issues and needs. Through targeted outreach, the CVRWGM seeks to learn more about the major water-related concerns facing the tribes such that long-term implementation of the IRWM Plan is responsive to those needs. The following six Native American tribes in the region have been targeted during outreach for the IRWM program:

- Agua Caliente Band of Cahuilla Indians;
- Augustine Band of Mission Indians
- Cabazon Band of Mission Indians
- Morongo Band of Mission Indians
- Torres-Martinez Desert Cahuilla Indians
- Twenty-Nine Palms Band of Mission Indians

Additionally, meetings may include the Bureau of Indian Affairs or other tribal coordinating agencies or groups as appropriate.

Outreach Activities

Tribal Outreach Meetings The CVRWGM will host up to six (6) meetings with tribal representatives to better understand their critical water supply and water quality needs and to identify potential solutions. Tribal outreach meetings, however, will be based on the interest and availability of the tribal representatives. Tribal outreach meetings will inform the tribes about the IRWM program and its purpose, the local IRWM planning process, and upcoming funding opportunities. They will focus on clarifying the tribe's water resources issues and needs, and identifying integrated project concepts that address those needs. In addition, tribal outreach meetings will carefully review the different coordination and governance issues needed for tribes in the Coachella Valley IRWM region.

Tribal outreach meetings will be coordinated with the DAC outreach meetings, as appropriate for the issues being discussed. Individual meetings with tribal leaders and staff will also be held, if needed. Meetings will be held at times convenient for tribal representatives (recognizing that this may include evenings and weekends) and in different geographic locations within the region. Meeting preparation will include public meeting notices and invitations, development and distribution of presentations, meeting handouts and minutes, and coordination of speakers/presenters.

Notices and Newsletters CVRWGM staff will work with community leaders to identify appropriate methods for notifying members of the tribes of the current state of the IRWM program and timing of project submittals. These methods may include techniques such as notices at community gathering sites, newsletters, or mailings. The focus of these efforts will be to identify the tribes' critical water resources needs and how those are represented in the IRWM Plan.

CVRWMG Coordination One or more CVRWMG partner(s) will be identified as the liaison with tribal governments, so it is clear how coordination and communication will occur. Additionally, several tribal representatives have been designated to serve on the Planning Partners. Communication will be conducted mainly via telephone and email; however, office visits may be arranged as feasible. Through one-on-one communication, the CVRWMG will encourage participation by tribal representatives in IRWM public meetings.

Deliverables

- Draft and final agendas, materials and handouts, and meeting notes for Tribal Outreach meetings.
- Notices and newsletters to communicate IRWM program activities.

Task 1-5: Public Involvement

Outreach to the general public and other entities not mentioned previously will take place through the following channels:

Public Workshops Up to six (6) public workshops will be conducted to enable stakeholders and the general public to help guide the actions and policies of the CVRWMG, as well as support the development of the proposed IRWM Plan. Workshop topics could include water supply reliability, groundwater, water quality, water conservation, habitat conservation, and flood control. Due to increased emphasis on stormwater/flood management at the State level, the CVRWMG will focus on engaging stormwater/flood management interests in the IRWM planning process to support enhancement of the flood control component of the IRWM Plan.

Public workshops may be held at variable times of day as needed and in different geographic locations within the Region. As appropriate, meetings will be located in disadvantaged areas to facilitate attendance by members of the local public. Workshop preparation will include public meeting notices and invitations, development and distribution of Issues Group presentations, meeting handouts and minutes, distribution of comment/feedback questionnaires, and compilation and summarization of public responses obtained during the workshops.

Website The Coachella Valley IRWM website (www.cvrwmg.org) will be updated on a monthly basis as a key component of the regional outreach program. The website will contain a wealth of information about the IRWM program, including: explanation of the IRWM program and funding opportunities; issues identification, goals and objectives, and other planning materials; the adopted IRWM Plan Update; information about potential IRWM projects to be included in Proposition 84 and 1E grant applications; information about the CVRWMG; Planning Partners and Issues Group meeting agendas, summaries, and presentations; and other helpful links.

Newsletters Information regarding upcoming meetings may be relayed to the general public via fliers posted at community facilities, city and county office buildings, and announcements published in local newspapers and organizational newsletters. An electronic newsletter may be produced quarterly and at major milestones of the IRWM program, as needed to ensure stakeholders are being engaged.

Press Releases Local newspapers will be encouraged to provide coverage of meetings or to provide updates on the progress of IRWM planning efforts. Media relations provide a credible and economic approach to achieving widespread dissemination of key project information. Studies show that information presented to the public through a third party, such as the media, is more readily believed by the public, as opposed to advertising or other methods of information coming directly from the source. Primary press outreach will be associated with kickoff and early awareness efforts early in the project. Press releases may be released quarterly and at major milestones of the IRWM program, including an open Call for Projects and IRWM Plan Update approval, but may be issued at other important junctures.

On-Line Project Database To facilitate communications among planners and project proponents, the CVRWGM will update our on-line project database aimed at providing universal access to information about IRWM projects in the Coachella Valley region. The project database allows project proponents and other interested parties to add, edit, and review project proposals throughout the region. The database also allows the CVRWGM to rank and sort submitted projects for consideration in grant proposals. This tool, coupled with the Public Workshops, is intended to connect stakeholders with one another to identify and enhance synergies among projects, hopefully leading to better integration and stronger partnerships. The database may be expanded to provide for a "project concept" submittal prior to actual project submissions, in order to allow the CVRWGM and Planning Partners to review and screen project concepts. This process will allow local stakeholders to receive feedback and direction on how to strengthen their project concepts through expansion of benefits, partners, or geographies. The on-line project database will also enhance CVRWGM efforts to inform the general public about "what is IRWM" through concrete project examples.

The online project database will be refined to reflect DWR's data priorities associated with the IRWM grant program, including the data management elements of the IRWM Plan Standards (DWR 2010). This expansion of the online project database may include water supply, wastewater, recycled water, flood control, and other water resources data that will be made available to Valley stakeholders.

Deliverables

- Draft and final agendas, materials and handouts, and meeting notes for Public Workshops
- Monthly website updates on IRWM activities
- Notices and newsletters to communicate IRWM program activities
- On-line project database to communicate IRWM project concepts

Task 2: Technical Evaluations

The following tasks comprise several technical evaluations essential for water resources management within the Coachella Valley. Implementation of these technical studies will continue the momentum gained by preliminary development of the IRWM Plan in 2010.

Task 2-1: DAC Water Quality Evaluation

The Coachella Valley Groundwater Basin (CVGWB or basin) is of critical importance to the local community – it provides the majority of water used in the Valley, including nearly all that used for domestic purposes. Elevated concentrations of fluoride, arsenic, chromium, uranium, nitrate, and TDS are present locally in groundwater. A number of DACs in the Valley are concerned about the quality of their drinking water supplies.

The State of California defines a Disadvantaged Community (DAC) as a community with an annual median household income (MHI) that is less than 80% of the Statewide MHI. Using this standard, four of the nine cities in the Coachella Valley IRWM Region would qualify as DACs: Cathedral City, Coachella, Desert Hot Springs, and Palm Springs. Smaller DACs are present in other areas of the Valley. Because this is their only source of water, these communities would like this situation to be properly evaluated.

To best manage the local groundwater resource to meet needs of all Valley residents, the CVRWGM will assess groundwater quality issues in and around DAC areas. This scope of work outlines the investigation, which will identify constituents with concentrations that are near or exceed drinking water standards in DAC areas. This evaluation is an essential component of the IRWM Plan Update because it addresses one of the most critical issues identified by the CVRWGM and Planning Partners. The DAC Water Quality Evaluation will be incorporated into the IRWM Plan Update.

Subtask 2-1-1: DAC Issues Characterization

The CVRWGM shall establish an Issues Group to guide development of the DAC Water Quality Evaluation. The Issues Group shall be nominated by the CVRWGM and may include Planning Partners and other technical experts. The Issues Group may consist of those whose constituencies are DACs impacted by groundwater quality issues. The CVRWGM shall identify stakeholders and develop a contact list.

The CVRWGM shall lead up to four meetings with the Issues Group to discuss and develop the DAC Water Quality Evaluation. The meetings are designed to coincide with key data collection, review, and report efforts. At the kick-off meeting, participants will discuss the location and extent of DACs. A map showing DAC areas in the Valley will be prepared along with a table summarizing key attributes of each, including number of residents, number of dwellings and commercial structures, current source of water, and method of wastewater disposal. This information will be discussed in a brief memo distributed to Issues Group participants prior to meeting. Study areas will be finalized during a subsequent meeting. As many as 10 areas that appear to be under the greatest threat of water quality issues will be targeted for further study.

Additional meetings will address results of the groundwater quality data compilation and review. This discussion will be held after available water quality and well data have been compiled and reviewed. The intent of this meeting is to gain alignment on the severity and extent of the issue and agree on how best to assess and monitor water quality issues going forward. Based on results of the previous meeting, a recommended monitoring plan will be developed. The intent of this monitoring plan is to allow for better characterization of local groundwater quality issues, and to allow for an ongoing assessment of DAC water quality issues. A final monitoring program will be presented and discussed during the final meeting.

This task will involve meeting notification, agendas presentations and materials, sign-in, and notes. CVRWGM shall provide meeting materials, including agenda and draft documents, to the stakeholders at least one week in advance.

Deliverables:

- Draft and final memo defining DAC areas
- Draft and final agendas, materials and handouts, and meeting notes for up to four Issues Group meetings on the DAC Water Quality Evaluation

Subtask 2-1-2: Compile and Review Water Quality Data for DAC Areas

Publically-available data regarding well locations, well construction details, water levels, and water quality in DAC areas shall be obtained and housed in a Geographic Information System (GIS). CVRWGM shall obtain relevant data for the DAC areas from member agencies, and is assumed to include the full spectrum of Title 22 drinking water standard parameters. Additional relevant information will also be uploaded into the GIS, such as location of known areas of groundwater contamination (from CDPH and RWQCB records), and areas that are unsewered (as part of the Salt and Nutrient Management Plan work).

Basic statistics shall be used to summarize compiled water quality data, including: dates of first and most recent analytical results; number of reported results; maximum, minimum, and average concentrations; and number of exceedences of contaminant limits. Chemographs and depth-specific water quality maps shall be prepared for as many as five select constituents. The GIS will be used to identify potentially vulnerable DAC areas based on known areas of groundwater contamination, location of unsewered areas, and areas served by shallow supply wells.

Deliverables:

- Water quality data request
- Summary memo with maps, figures, and tables summarizing groundwater quality data
- Presentation for CVRWGM agencies regarding DAC water quality issues

Subtask 2-1-3: Prepare DAC Water Quality Evaluation

Based on results of prior tasks, a DAC Water Quality Evaluation shall be prepared that outlines the current state of the Valley's knowledge. The evaluation shall incorporate a DAC Groundwater Quality Monitoring Plan to fill data gaps and provide ongoing assessment of groundwater quality issues in DAC areas. Focus shall be paid to using existing wells to the extent possible; potential benefits of new monitoring wells will be discussed. Areas near and down gradient of identified poor water quality will be highlighted. The DAC Water Quality Evaluation shall include recommendations regarding analytes, frequency of sampling, and how sampling frequency and number of wells may be modified through time as data are collected. The draft plan will be discussed with the Issues Group for comment before being finalized.

Deliverables:

- Draft and final DAC Water Quality Evaluation, incorporated into the IRWM Plan Update

Task 2-2: Salt and Nutrient Management Planning Strategy

The State of California adopted the Recycled Water Policy (Policy) that requires Salt and Nutrient Management Plans (SNMPs) be developed to manage salts, nutrients, and other significant chemical compounds on a watershed- or basin-wide basis. The Policy specifies that SNMPs are to be developed in a cooperative and collaborative manner among water and wastewater agencies and other salt/nutrient stakeholders. The SNMPs are intended to help streamline permitting of new recycled water projects while ensuring compliance with water quality objectives and protection of beneficial uses.

Because the region is so reliant on groundwater supply and has prioritized expansion of their recycled water systems, compliance with the new Policy will be critical for water management in the future. Given its role as a regional water planning program, the IRWM program is an appropriate and effective body to lead development of a planning strategy for the region.

Framework for Salt and Nutrient Management Planning

The CVRWGM shall establish an Issues Group to develop recommendations for how Coachella Valley stakeholders can meet Policy requirements. The Issues Group shall be nominated by the CVRWGM and may include Planning Partners and other technical experts. The Issues Group may consist of those whose activities and operations may impact salt and nutrient management in the Basin, including: agricultural interests, private well owners, environmental groups, and RWQCB staff. The CVRWGM shall identify stakeholders and develop a contact list.

The CVRWGM shall lead up to four meetings with the Issues Group to discuss and develop an implementation framework for a Coachella Valley SNMP. Topics of discussion shall include an overview of the Policy and relevant drivers, the process for SNMP development and SNMP elements, constituents that may be assessed, and an overview of current understanding regarding salt and nutrient sources in the basin. This task will involve meeting notification, agendas presentations and materials, sign-in, and notes. CVRWGM shall provide meeting materials, including agenda and draft documents, to the stakeholders at least one week in advance.

Meetings shall be facilitated to result in key program decisions, such as how source identification, salt loading, groundwater data collection, anti-degradation analysis, development of Best Management Practices (BMPs), and monitoring shall occur. The outcomes of this Issues Group shall be a recommended Planning Strategy, laying out the steps to be taken by regional stakeholders in developing a SNMP. The Planning Strategy shall address data management for the SNMP, including

who would be responsible for collecting and maintaining the data, data security, and other issues of concern to participants. The Issues Group shall present the Planning Strategy to RWQCB staff at their offices and facilitate comment response and incorporation to arrive at an approvable SNMP.

Deliverables:

- Draft and final agendas, materials and handouts, and meeting notes for up to four Issues Group meetings on the Salt and Nutrient Management Planning Strategy
- Draft and final Salt and Nutrient Management Planning Strategy, incorporated into the IRWM Plan Update
- Presentation to RWQCB staff on the Planning Strategy (assume one-month review)

Task 2-3: Integrated Flood Management Planning

Enhanced integration of flood management issues would benefit the Coachella Valley IRWM region. Although Coachella Valley receives only an average 3.6 inches per year of rainfall, flooding is still a problem in some areas of the region¹. In this desert environment with its intense but infrequent storms, integrated flood management is particularly important because desert flash flooding moves quickly from one community to the next and flood management approaches that work in other parts of California may not be suitable here.

The Coachella Valley IRWM Plan is an ideal vehicle for improving and integrating flood management in the region and providing a starting point for regional multi-benefit flood control project that also protect water quality, enhance local groundwater supplies through recharge, and protect or improve ecosystem functions and wildlife habitat.

Background

Within the Coachella Valley IRWM region, RCFCWCD and CVWD are the primary flood control districts. They operate and maintain a series of regional flood control facilities throughout the Valley. These facilities drain to the Salton Sea. Local cities and the County of Riverside manage localized urban drainage systems that drain to these facilities.

The back bone of this system is the Region's 49-mile Whitewater River/Coachella Valley Stormwater Channel, which carries surface runoff to the Salton Sea. West of Washington Street, it's called the Whitewater River Stormwater Channel (WRSC); east of Washington Street, it's called the Coachella Valley Stormwater Channel (CVSC). Local cities and the County divert runoff from storm events to the WRSC.

The WRSC and its tributary channels protect the Valley cities from Palm Springs to Coachella from flooding. However, there are still several areas of the Coachella Valley IRWM Region that lack flood control facilities and are vulnerable to devastating alluvial and riverine flooding. These include the community of Thousand Palms, the Oasis area, Highway 111 between Palm Springs and Cathedral City, and areas along the CVSC South of Avenue 52. USACE is proposing a system of levees to go east into the Rio del Sole to Warner. Controlling flooding in the East Valley including the City of Desert Hot Springs is also a priority.

Subtask 2-3-1: Catalog Existing Plans and Needs

The CVRWGM shall establish an Issues Group to develop recommendations for how Coachella Valley stakeholders can implement integrated flood management. The Issues Group shall be nominated by the CVRWGM and may include Planning Partners and other technical experts. The Issues Group may consist of those whose activities and operations may be impacted by flooding in the Valley, including:

¹ Water Quality Control Plan, Colorado River Basin – Region 7, California Regional Water Quality Control Board, State Water Resources Control Board October 2005, p. 1-8

cities, public utilities, environmental groups, and DAC representatives. The CVRWGM shall identify stakeholders and develop a contact list.

The CVRWGM shall lead up to four meetings with the Issues Group to discuss and develop an Integrated Flood Management Plan. Topics of discussion shall include how the Coachella Valley region can practice integrated flood management, including better emergency preparedness and response, improved flood protection, improved stormwater quality, and enhanced floodplain ecosystems. This task will involve meeting notification, agendas presentations and materials, sign-in, and notes. CVRWGM shall provide meeting materials, including agenda and draft documents, to the stakeholders at least one week in advance.

To facilitate this discussion, a list of all existing flood management plans of RCFCWCD, CVWD, the municipalities or other local entities will be assembled. Each plan will be reviewed and information about the plan's applicability, breadth and currency. Existing surface water flow/flood prediction models will also be cataloged and reviews as part of this task.

Using the review of existing flood management plans as a starting point, the CVRWGM will work with the Issues Group to understand and document existing flood protection needs. Personal interviews will be conducted with staff from the RCFCWCD, CVWD, the municipalities and other local agencies/groups in order to understand flood protection needs that may not be adequately addressed in existing plans. Particular attention will be paid to documenting the flood protection needs of DACs.

Deliverables:

- Draft and final agendas, materials and handouts, and meeting notes for up to four Issues Group meetings on the Integrated Flood Management Plan
- Draft and final matrix of existing flood management plans
- Draft and final memo of flood protection needs

Subtask 2-3-2: Develop a Regional Vision for Multi-Benefit Flood Protection

Working with the Planning Partners and other stakeholders, the CVRWGM will develop a regional vision for what, how, and where multi-benefit flood project projects shall be developed. This vision shall include concrete examples from other IRWM regions within the State.

Building on the regional vision, the CVRWGM will develop a methodology to catalog and prioritize flood projects to be considered for IRWMP funding. This methodology will follow the methodologies used for ranking other IRWM projects but will also consider issues specific to flood management such as flood frequency, flood severity as well opportunities for benefits beyond flood protection including groundwater recharge, water quality protection, and habitat enhancement.

Deliverables:

- Draft and final vision for multi-benefit flood protection
- Draft and final memo of methodology to prioritize flood projects

Subtask 2-3-3: Facilitate Regional Participation in Flood Management

This task is aimed at improving regional coordination related to floodplain management and flood protection programs, including participation in the National Flood Insurance Program's (NFIP) Community Rating System (CRS), coordination with the Municipal Separate Storm Drain System (MS4) copermitees, and

The NFIP CRS is a voluntary incentive program that recognizes and encourages community floodplain management activities that exceed the minimum NFIP requirements. As a result, flood insurance premium rates are discounted to reflect the reduced flood risk resulting from the community actions meeting the three goals of the CRS: 1) to reduce flood losses, 2) to facilitate accurate insurance rating, and 3) to promote the awareness of flood insurance. At present, **the City of Palm Springs is the only city**

in the IRWM region participating in the CRS². The CVRMG will educate the municipalities about the benefits of CRS and the steps needed to obtain a CRS rating. The CVRWGM will also assess whether a region-wide program to assist cities with participation in the CRS program **would be an appropriate project to be included within the IRWM Plan Update.**

As part of this task, the CVRWGM will assess opportunities for coordination of flood control efforts and stormwater quality efforts, particularly with regard to low-impact development (LID). Stormwater discharges from RCFCWCD, CVWD, and the incorporate cities in the region (Cathedral City, Coachella, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Desert, Palm Springs and Rancho Mirage) are regulated under a National Pollutant Discharge Elimination System MS4 permit (Order No. R7-2008-0001; NPDES No. CAS617002). The permit and the corresponding Riverside County Whitewater River Region Stormwater Best Management Practices Design Handbook (RCFCWCD 2009) provide criteria for the use of LID and on-site stormwater treatment practices. The extent to which these practices can be employed and expanded upon to assist with flood protection efforts will be evaluated within the IRWM Plan Update.

Finally, the Alluvial Fan Task Force *Findings and Recommendations Report* (DWR 2010a)³ and *The Integrated Approach For Sustainable Development On Alluvial Fans* report (DWR 2010b) will be reviewed and methods for incorporating the findings of this work into regional integrated flood management will be developed. As appropriate, other statewide flood protection initiatives will also be assessed for their applicability to the region.

Deliverables:

- Draft and final materials promoting involvement in CRS
- Draft and final memo on coordination between flood protection and stormwater quality
- Draft and final memo on implementing State flood initiatives

Subtask 2-3-4: Compile Integrated Flood Management Plan

The CVRWGM will compile the work from all subtasks above into a comprehensive Integrated Flood Management Plan for the Coachella Valley. This comprehensive plan will lay out the current state of the Valley's flood protection facilities, local stakeholder's vision for integrated flood planning, and recommendations for participating in CRS and implementing various State programs. This comprehensive plan will assist DWR with development of the FloodSAFE Strategic Plan (<http://www.water.ca.gov/floodsafe/plan/>).

Deliverables:

- Draft and final Integrated Flood Management Plan, incorporated into the IRWM Plan Update

Task 2-4: Groundwater Elevation Monitoring Strategy

Recent legislation by the State of California (SBX7-6) requires agencies to monitor groundwater level elevations in local basins and report results to DWR. The monitoring programs must be in place by January 1, 2012. The intent of this legislation is to better manage the groundwater resources of the State during both normal and drought years. Local agencies can apply to DWR to be the entity responsible for developing and implementing the monitoring and reporting program, in which case they need to notify the State of this intent by January 1, 2011. DWR will work cooperatively with these entities to develop an appropriate program. Agencies may also choose to allow DWR to assume monitoring responsibilities, in which case they would be ineligible to receive water grants or loans awarded or

² City of Palm Springs website, "Flood Insurance Information", <http://www.ci.palm-springs.ca.us/index.aspx?page=477>

³ Department of Water Resources, Alluvial Fan Task Force, *Findings and Recommendations*, July 2010

³ Department of Water Resources, Alluvial Fan Task Force, *The Integrated Approach For Sustainable Development On Alluvial Fans*, July 2010

administered by the State. The CVRWGM may choose to be the entity responsible for developing and implementing the groundwater level elevation monitoring program for the CVGWB.

Background

The CVGWB is of critical importance to the local community. Almost all domestic water served by the local water purveyors is obtained locally from wells drilled into the Valley's vast groundwater basin. Despite the large amount of artificial groundwater recharge, the local basin has not been in balance since the early 1900's. The overdraft was estimated to be about 137,000 AFY in 1999, with a cumulative overdraft of nearly 4.8 million acre-feet between 1936 and 1999 (CVWD 2002). Recharge to the groundwater basin is attributed to surface runoff and subsurface inflow. Natural recharge in the area is estimated to be only a fraction of the annual pumping – about 50,000 AFY. The bulk of groundwater recharge takes place through four artificial recharge areas: Whitewater Spreading Area, Mission Creek Spreading Facility, Thomas E. Levy Recharge Facility, and Martinez Canyon Pilot Recharge Project.

Groundwater levels have been strongly influenced by importation of Colorado River water, which began in 1949 to help meet agricultural irrigation demands in the southern portion of the Valley. Water levels in the northern portion of the Valley have been influenced by artificial recharge of Colorado River water in this area that began in 1973. Water levels in portions of the basin have fluctuated as much as 100 feet due to pumping and recharge activities. Water levels are currently near or at historic lows in some areas, leading to concerns about land subsidence.

Framework for Monitoring Plan and Reporting

SBX7-6 is a new program that requires DWR to work cooperatively with local agencies to develop groundwater elevation monitoring and reporting programs. The first task of this work effort is to align expectations between DWR and CVRWGM regarding water level monitoring needs for the Basin. DWR will be contacted to initiate this process and obtain up-to-date program guidelines and expectations. The CVRWGM will hold a meeting to discuss these expectations and decide how they can best be met.

The CVRWGM will then establish an Issues Group to develop recommendations for how Coachella Valley stakeholders can comply with the groundwater elevation monitoring requirements. The Issues Group shall be nominated by the CVRWGM and may include Planning Partners and other technical experts. The Issues Group may consist of those whose activities and operations may impact groundwater elevations, including: agricultural interests, private well owners, environmental groups, and RWQCB staff. The CVRWGM shall identify stakeholders and develop a contact list.

The CVRWGM shall lead up to four meetings with the Issues Group to discuss and develop an implementation framework for an SBX7-6 compliant groundwater elevation monitoring program. Topics of discussion shall include an overview of the program guidelines and expectations as explained by DWR, an overview of known groundwater monitoring in the Valley, and population of a regional data management system. This task will involve meeting notification, agendas presentations and materials, sign-in, and notes. CVRWGM shall provide meeting materials, including agenda and draft documents, to the stakeholders at least one week in advance.

Meetings shall be facilitated to result in consensus about how a regional groundwater elevation monitoring program would be implemented, who would be the responsible agency, where and how the data would be managed and stored, and other relevant topics. The outcomes of this Issues Group shall be a recommended Monitoring Strategy, laying out the steps to be taken by regional stakeholders in developing an SBX7-6 compliant groundwater elevation monitoring program.

Deliverables:

- Memo summarizing discussions with DWR
- Draft and final agendas, materials and handouts, and meeting notes for up to four Issues Group meetings on the Groundwater Elevation Monitoring Strategy
- Draft and final Groundwater Elevation Monitoring Strategy, incorporated into the IRWM Plan Update

Task 3: IRWM Plan Update

Building on the work completed in Tasks 1 and 2, the following tasks comprise activities necessary to physically rewrite and produce the IRWM Plan Update.

Task 3-1: Refine Plan Goals, Objectives, and Priorities

As the IRWM Plan Update is developed, a detailed refinement of the Region's goals and objectives may be necessary. As the technical evaluations in Task 2 move forward, the CVRWGM will incorporate any new information learned about the Valley's water management systems into the IRWM Plan. This may include clarification of critical water supply or water quality issues and/or incorporation of the new planning strategies into the Plan framework.

Based on this work, the CVRWGM and Planning Partners will refine the Plan goals and objectives to guide the region during the next planning horizon. Additionally, the CVRWGM and Planning Partners shall revisit the short- and long-term priorities laid out in the IRWM Plan to determine if the new information and/or changing regional conditions or regulatory requirements results in different priorities. The CVRWGM will utilize meetings with the Planning Partners, DAC representatives, tribes, and general public under Task 1 to discuss and refine the IRWM Plan Update goals, objectives, and priorities.

Deliverables

- Draft and final IRWM Plan Update goals and objectives
- Draft and final IRWM Plan Update regional priorities

Task 3-2: Evaluate and Report Plan Performance

The IRWM Plan currently under development establishes a mechanism to evaluate and report IRWM Plan performance. The IRWM Plan update will include a review, update, and expansion of the Plan evaluation and reporting metrics. An annual reporting process will be used to evaluate the region's progress on fulfilling the short-term priorities (i.e., program implementation), as well the region's progress on implementing the identified water management projects (i.e., project implementation). The annual reporting will contain criteria used to evaluate the progress of implementation projects in meeting the IRWM Plan objectives. This will ensure that the CVRWGM is efficiently making progress towards meeting the objectives in the IRWM Plan, the CVRWGM is implementing projects listed in the IRWM Plan, and each project in the IRWM Plan is monitored to comply with all applicable rules, laws and permit requirements.

The annual reports will be short and concise summaries that can be used to communicate Plan performance to stakeholders and the CVRWGM governing bodies. The annual reports will be delivered in both print and electronic copy to reach as many stakeholders as possible. The CVRWGM will utilize meetings with the Planning Partners, DAC representatives, tribes, and the general public under Task 1 to discuss and present Plan performance.

Deliverables

- Draft and final IRWM Plan Annual Reports (2011 and 2012)

Task 3-3: Climate Change Analysis

The CVRWGMG will update the climate change analysis in the IRWM Plan based on DWR's forthcoming climate change guidelines. The scope of work anticipates preparation of an evaluation of the adaptability of water management systems in the region to climate change, including water supply, wastewater, and flood control systems. Further, the IRWM Plan Update will contain a gross GHG inventory of the water management systems in the region, to help define the region's baseline in line with DWR requirements. Project-level GHG emissions assessments will be collected from California Environmental Quality Act (CEQA) and California Air Resources Board (CARB) documentation, where available. GHG emissions for all other regional facilities will be estimates based on industry standards.

As climate change and its impacts are better understood in relation to the Valley's water management system, this effort will adapt the project selection and prioritization processes in the IRWM Plan to emerging understanding of the effects and implications of climate change, as well as new understand of mitigation and GHG reduction strategies.

Deliverables

- Draft and final climate change component for the IRWM Plan Update

Task 3-4: Update Implementation Framework

Based on the region's inaugural year as an IRWM region, the CVRWGMG will work with the Planning Partners to update the Plan's Implementation Framework (Chapter 8 of the IRWM Plan). Discussions will be facilitated to ensure that consensus is reached on how the region is to move forward as an established IRWM program. Topics that may be addressed include:

- Implementation of priority projects that support the region's IRWM goals and objectives
- Refining the long-term governance and funding structure to guide the ongoing development and implementation of the region's IRWM program
- Completing a needs assessment and developing recommendations for addressing existing technical deficiencies in the region through additional technical studies

Deliverables

- Draft and final DAC implementation framework for the IRWM Plan Update

Task 3-5: Prepare IRWM Plan Update

As discussed previously, a number of technical evaluations are planned for the region – including a DAC Water Quality Evaluation, Salinity and Nutrient Planning Strategy, Integrated Flood Management Plan, and Groundwater Elevation Monitoring Strategy. It will be necessary to include the results of these evaluations in the IRWM Plan Update. Further, revisions to the IRWM goals and objectives, plan metrics, climate change analysis, and implementation framework will need to be incorporated into the IRWM Plan Update.

The CVRWGMG will review prepare a Draft IRWM Plan Update for review and approval by the Planning Partners and other regional stakeholders. Based on the comments reviewed from the Planning Partners and general public, the CVRWGMG will prepare a Final IRWM Plan Update. Following one round of revisions based on final comments, the CVRWGMG will prepare a Final IRWM Plan Update for presentation to the CVRWGMG governing bodies. All five CVRWGMG agencies will adopt the IRWM Plan Update within two years of Planning Grant contract execution.

Deliverables

- Draft and Final IRWM Plan Update

EXHIBIT B PROJECT SCHEDULE

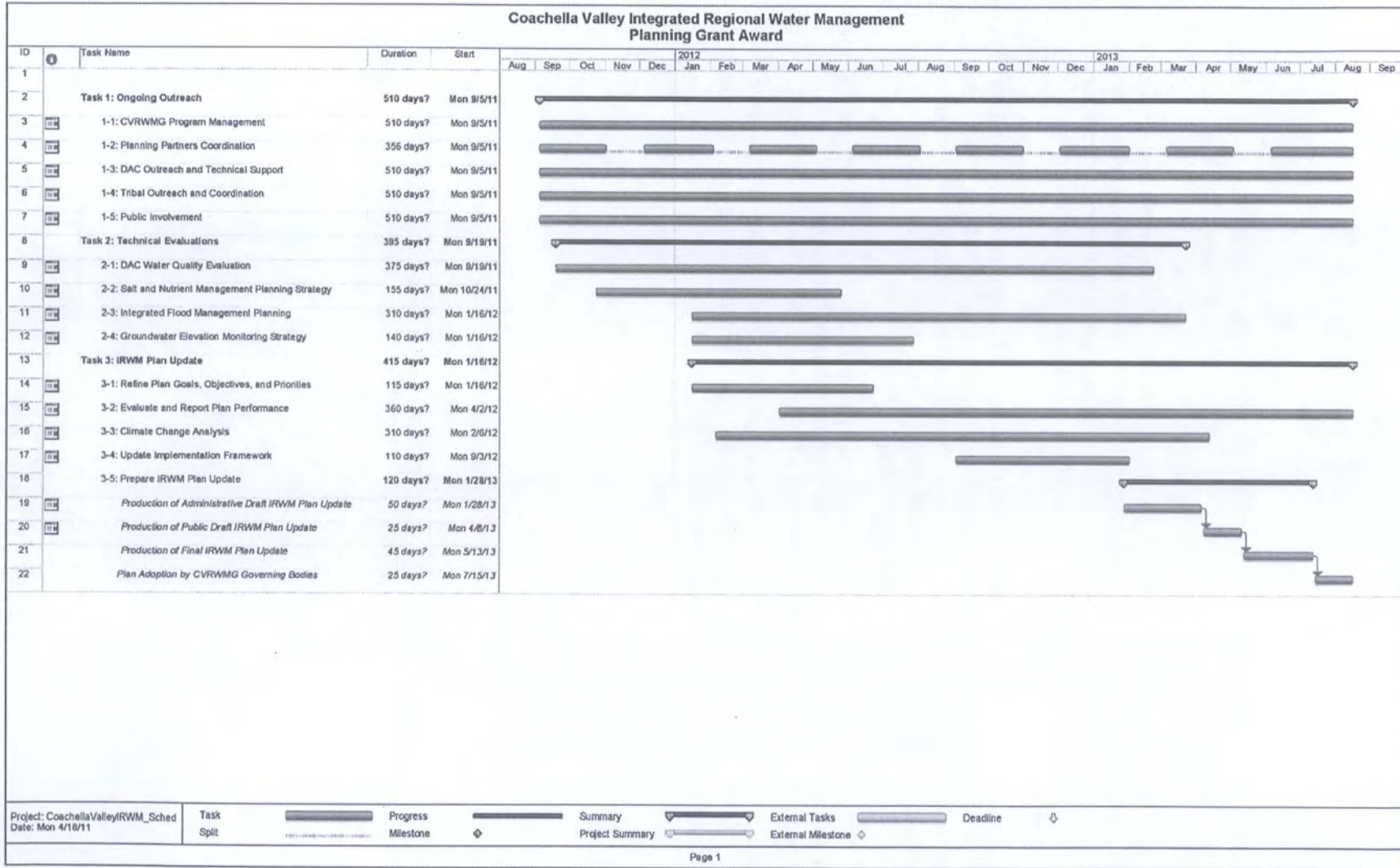


EXHIBIT C PROJECT BUDGET

DWR approves invoice payments and budget amendments at the overarching Task-level. Subtasks are provided in the Work Plan and Budget for additional detail, and guidance for the project manager to be aware of when administering the Grant Agreement.

DWR will reimburse the grantee for costs incurred after the Grant Agreement is executed, using the concurrent drawdown by task method, plus retention. That is, if there is grantee cost match and DWR grant share associated with a task; then grant funds and local match dollars will be expended simultaneously in accordance with the percentage (proportion) of funds coming from local costs and grant funds shown in the Budget.

Example: A Grantee submits Invoice 1 that includes costs for Task 2 of a grant agreement; and Task 2 is split as local cost share of 25% and grant share as 75% for a total of \$100. If the grantee submits an invoice for \$4, then \$1 would be drawn down from the local cost match, and \$3 would be reimbursed from the grant share (minus 10% retention 0.30 cents). The total Invoice 1 reimbursement for the grantee would be \$2.70.

If the grantee submits invoices for allowable match costs for the period between September 30, 2008 and prior to initiation of the grant agreement, those costs at DWRs discretion, will be directly deducted from the grantees cost share [refer to Section V(L) on page 28 of the DWR IRWM Guidelines].

The 10 percent retention withheld by DWR on each invoice, by task, will be released to the grantee upon: 1) DWRs receipt of a request for release of retention, and 2) confirmation by DWR that all deliverables shown in Exhibit A have been received.

Table 1 – Budget
Coachella Valley IRWM Planning Grant

| Budget Category | | Non-State Share* (Funding Match) | Grant Funding | Total | % Funding Match |
|-----------------|---|-------------------------------------|--------------------|--------------------|-----------------|
| (a) | Task 1: Ongoing Outreach | \$290,700 | \$383,079 | \$673,779 | 43% |
| (b) | 1-1: CVRWGMG Program Management | \$182,400 | \$122,460 | \$304,860 | 60% |
| (c) | 1-2: Planning Partners Coordination | \$34,200 | \$39,900 | \$74,100 | 46% |
| (d) | 1-3: DAC Outreach and Technical Support | \$17,100 | \$101,000 | \$118,100 | 14% |
| (e) | 1-4: Tribal Outreach and Coordination | \$34,200 | \$29,925 | \$64,125 | 53% |
| (f) | 1-5: Public Involvement | \$22,800 | \$89,794 | \$112,594 | 20% |
| (g) | Task 2: Technical Evaluations | \$95,680 | \$434,025 | \$529,705 | 18% |
| (h) | 2-1: DAC Water Quality Evaluation | \$23,920 | \$155,140 | \$179,060 | 13% |
| (i) | 2-2: Salt and Nutrient Management Planning Strategy | \$23,920 | \$83,705 | \$107,625 | 22% |
| (j) | 2-3: Integrated Flood Management Planning | \$23,920 | \$111,475 | \$135,395 | 18% |
| (k) | 2-4: Groundwater Elevation Monitoring Strategy | \$23,920 | \$83,705 | \$107,625 | 22% |
| (l) | Task 3: IRWM Plan Update | \$0 | \$182,896 | \$182,896 | 0% |
| (m) | 3-1: Refine Plan Goals, Objectives, and Priorities | \$0 | \$20,233 | \$20,233 | 0% |
| (n) | 3-2: Evaluate and Report Plan Performance | \$0 | \$16,520 | \$16,520 | 0% |
| (o) | 3-3: Climate Change Analysis | \$0 | \$56,503 | \$56,503 | 0% |
| (p) | 3-4: Update Implementation Framework | \$0 | \$34,320 | \$34,320 | 0% |
| (q) | 3-5: Prepare IRWM Plan Update | \$0 | \$55,320 | \$55,320 | 0% |
| (r) | GRAND TOTAL | \$386,380 | \$1,000,000 | \$1,386,380 | 28% |

* Sources of Funding Match:
 In-kind staff labor from Coachella Water Authority, Coachella Valley Water District, Desert Water Agency, Indio Water Authority, and Mission Springs Water District

EXHIBIT D STANDARD CONDITIONS

D.1 ACCOUNTING AND DEPOSIT OF GRANT DISBURSEMENT:

- a) **SEPARATE ACCOUNTING OF GRANT DISBURSEMENT AND INTEREST RECORDS:** Grantee shall account for the money disbursed pursuant to this Grant Agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts, disbursements, and interest earned 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) **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law or this Grant Agreement.
- c) **REMITTANCE OF UNEXPENDED FUNDS:** Grantee, within a period of sixty (60) calendar days from the final disbursement from State to Grantee of grant funds, shall remit to State any unexpended funds that were disbursed to Grantee under this Grant Agreement and were not needed to pay Eligible Project Costs.

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

D.3 AMENDMENT: No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the parties.

D.4 AMERICANS WITH DISABILITIES ACT: By signing this Grant Agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C., 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 Grant 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, at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may take any action it deems necessary to protect its interests.

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

-
- D.6 BUDGET CONTINGENCY: LIMIT ON STATE FUNDS.** Pursuant to the California Disaster Preparedness and Flood Prevention Bond Act of 2006 and the California Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Act of 2006 and subject to the availability of funds, including any mandates from the Department of Finance, the Pooled Money Investment Board ("PMIB") or any other state authority, the State will not make payments of any kind – advances or reimbursements – until funding is made available by the State Treasurer, after allocation decisions are made by the Pooled Money Investment Board and Department of Finance.
- D.7 CHILD SUPPORT COMPLIANCE ACT:** For any Grant Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- a) The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b) The contractor, 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.8 COMPETITIVE BIDDING AND PROCUREMENTS:** Grantee shall comply with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations in Grantee's contracts with other entities for acquisition of goods and services and construction of public works with funds provided by State under this Grant Agreement.
- D.9 COMPUTER SOFTWARE:** The Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.10 CONFLICT OF INTEREST**
- 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 Employee:** 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.
- D.11 DELIVERY OF INFORMATION, REPORTS, AND DATA:** The Grantee agrees to expeditiously provide, during work on the Project and throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by the State.

D.12 DISPUTES: In the event of an invoice dispute, payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided may result in return of the invoice to the Grantee. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail.

Any claim that Grantee may have regarding the performance of this Grant Agreement including, but not limited to claims for additional compensation or extension of time, shall be submitted to the Director, Department of Water Resources, within thirty (30) calendar days of Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to the Grant Agreement to implement the terms of any such resolution.

D.13 DRUG-FREE WORKPLACE CERTIFICATION

Certification of Compliance: By signing this Grant Agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code Section 8355(a).
- b) Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(b) to inform employees, contractors, or subcontractors about all of the following:
 1. The dangers of drug abuse in the workplace,
 2. Grantee's policy of maintaining a drug-free workplace,
 3. Any available counseling, rehabilitation, and employee assistance programs, and
 4. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- c) Provide as required by Government Code Sections 8355(c), that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
 1. Will receive a copy of Grantee's drug-free policy statement, and
 2. Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.

D.14 FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED CIVIL ENGINEER: Upon completion of a construction project and as determined by State, Grantee shall provide for a final inspection and certification by a California Registered Civil Engineer that the project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement and to the State's satisfaction.

D.15 FUNDING RECIPIENT COMMITMENTS. Funding Recipient accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Funding Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Funding Recipient in the application, documents, amendments, and communications filed in support of its request for California Disaster Preparedness and Flood Prevention Bond Act of 2006 and the California Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Act of 2006 financing.

D.16 GOVERNING LAW: This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

D.17 INCOME RESTRICTIONS: The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Grant Agreement.

- D.18 INDEPENDENT CAPACITY:** Grantee, and the agents and employees of Grantee, if any, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.19 INSPECTIONS:** State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any local project sponsor, subagreements, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with State. Grantee acknowledges that the Project work site will be reportable under the Public Records Act (California Government Code Section 6250 *et seq.*). State shall have the right to inspect the Grantee's office at any and all reasonable times after completion of the project to ensure compliance with the terms and conditions of this Grant Agreement. During regular office hours, State shall have the right to inspect and to make copies of any books, records, or reports of the Grantee relating to this Grant Agreement. Grantee shall maintain and shall make available at all times for such inspection accurate records of its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.
- D.20 NONDISCRIMINATION:** During the performance of this Grant Agreement, Grantee and its contractors 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, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Grantee and contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) *et seq.*) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full. Grantee and its contractors 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 contracts to perform work under the Grant Agreement.
- D.21 NO THIRD PARTY RIGHTS:** The parties to this Grant Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking established herein.
- D.22 OPINIONS AND DETERMINATIONS:** The parties agree that review or approval of any IRWM Program applications, documents, permits, plans and specifications or other program information by the State is for administrative purposes only and does not relieve the Grantee of its responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the IRWM Program.
- D.23 PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS.** Grantee shall be responsible for obtaining any and all permits, licenses, and approvals required for performing its obligations under this Grant Agreement. Grantee shall comply with the California Environmental Quality Act (California Public Resources Code Section 21000 *et seq.*) and other applicable federal, State, and local laws, rules, and regulations, guidelines, and requirements prior to disbursement of funds under this Grant Agreement.

Without limiting the foregoing, Funding Recipient shall keep informed of and take all measures necessary to ensure compliance with California Labor Code requirements, including but not limited to Section 1720 *et seq.* of the California Labor Code regarding public works, limitations on use of volunteer labor (California Labor Code Section 1720.4), labor compliance programs (California Labor Code Section 1771.5), and payment of prevailing wages for work done under this Funding Agreement. Pursuant to the provisions of Prop. 84, the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, Cal. Pub. Res. Code § 75076 *et seq.*, the Funding Recipient must have a labor compliance program that meets the requirements of California Labor Code Section 1771.5

- D.24 PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** Grantee and Local Project Sponsors 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 IRWM Program without prior permission of State. Grantee and Local Project Sponsors shall not take any action concerning the performance of this Grant Agreement, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee to meet its obligations under this Grant Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property acquired through this Grant Agreement be remitted to State.
- D.25 REMEDIES, COSTS, AND ATTORNEY FEES:** The Grantee agrees that any remedy provided in this Grant Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the State as a result of breach of this Grant Agreement by the Grantee, whether such breach occurs before or after completion of the Project, and exercise of any remedy provided by this Grant Agreement by the State shall not preclude the State from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Grant Agreement, it is agreed that the prevailing party shall be entitled to such reasonable costs and/or attorney fees as may be ordered by the court entertaining such litigation.
- D.26 RETENTION:** Notwithstanding any other provision of this Grant Agreement, the State shall retain up to ten percent (10%) of the grant amount specified in this Grant Agreement until completion of the Project and is accepted by the State.
- D.27 RIGHTS IN DATA:** The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Grant Agreement shall be in the public domain. The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to the State for financial support. The Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so.
- D.28 SEVERABILITY of UNENFORCEABLE PROVISION:** If any provision of this Grant Agreement is held invalid or unenforceable by a court of final jurisdiction, all other provisions of this Grant Agreement shall be construed to remain fully valid, enforceable, and binding on the parties.
- D.29 STATE REVIEWS AND INDEMNIFICATION:** The parties agree that review or approval of Project applications, documents, permits, plans and specifications or other Project information by the State is for administrative purposes only and does not relieve the Grantee of its responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the Project. To the extent permitted by law, the Grantee agrees to indemnify, defend and hold harmless the State and the State against any loss or liability arising out of any claim or action brought against the State 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:

- a) 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;
- b) Performing any of the terms contained in this Grant Agreement or any related document;
- c) 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 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 System; or
- d) 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 Grantee for use in any disclosure document utilized in connection with any of the transactions contemplated by this Grant Agreement.

Grantee agrees to pay and discharge any judgment or award entered or made against the State 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 the Grant Agreement.

- D.30 SUCCESSORS AND ASSIGNS:** This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.28 TERMINATION, IMMEDIATE REPAYMENT, INTEREST:** This Grant Agreement may be terminated by written notice at any time prior to completion of the Project, at the option of the State, upon violation by the Grantee of any material provision after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Grant Agreement within a reasonable time as established by the State. In the event of such termination, the Grantee agrees, upon demand, to immediately repay to the State an amount equal to the amount of grant funds disbursed to the Grantee prior to such termination. 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 Grantee to the date of full repayment by the Grantee.
- D.29 TIMELINESS:** Time is of the essence in this Grant Agreement.
- D.30 TRAVEL:** Travel includes the costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Grant Agreement. Travel will be reimbursed at or below the rate allowed for unrepresented State employees. These rates are published at: <http://www.dpa.ca.gov/personnel-policies/travel/main.htm> or its successor website. For the purpose of computing such expenses, Grantee's designated headquarters shall be: 85995 Avenue 52, Coachella, CA 92236. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.

- D.31 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.
- D.32 WAIVER OF RIGHTS:** None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.
- D.33 WITHHOLDING OF GRANT DISBURSEMENTS:** The State may withhold all or any portion of the grant funds provided for by this Grant Agreement in the event that the Grantee has materially violated, or threatens to materially violate, any term, provision, condition, or commitment of this Grant Agreement; or the Grantee fails to maintain reasonable progress toward completion of the Project.

EXHIBIT E

REPORT FORMAT AND REQUIREMENTS

PROGRESS REPORTS

Grantee shall use the following outline as a template for Progress Reports. Grantee shall submit progress reports on a regular, consistent basis to meet the State's requirement for disbursement of funds. The reporting period shall not exceed a quarter in length.

E.1 Executive Summary

Provide a brief summary of project status for the period covered by the Progress Report.

E.2 Report Status

- a) Describe work performed during the reporting period
- b) Describe major accomplishments, such as:
 - i) Tasks completed
 - ii) Milestones met
 - iii) Meetings held or attended
 - iv) Press release, etc.
 - v) Data delivered or information gained
- c) Discuss any issues or concerns that may affect the schedule or budget and include recommendations on how to correct the matter(s).
- d) Discuss activities planned for the next reporting period
 - i) A description of work to be performed in the next reporting period
 - ii) Issues/concerns that may affect the schedule or budget in the future and how the matter(s) will be addressed

E.3 Cost Information

- a) Identify costs incurred during the reporting period by Grantee and each subcontractor working on the project. Include hours per task worked on during the reporting period for above personnel.
- b) Discuss how the actual budget is progressing in comparison to the latest Project Budget.
- c) Provide a revised budget, by task, if changed from the latest Project Budget.

E.4 Schedule Information

- a) Provide a project schedule showing actual progress versus planned progress from the latest Schedule.
- b) Discuss how the actual schedule is progressing in comparison to the latest Project Schedule.
- c) Provide a revised schedule, by task, if changed from the latest Project Schedule.

FINAL REPORT

Grantee shall prepare and submit to State, on completion of the project, an original, two hard copies and one copy in electronic format of the Final Project Report, which shall include at a minimum:

- Executive Summary;
- Comparison of the actual work performed with tasks in the Exhibit A, Project Work Plan, with an explanation of the differences.
- Discussion of major problems that occurred in meeting the project goals and objectives as proposed and how and if they were resolved.
- Detailed description and analysis of project results and benefits attained or goals achieved.
- A summary of the costs incurred and disposition of funds be disbursed, including a table showing actual costs versus the costs in the Exhibit C, Project Budget, by task with an explanation of the differences.

The Final Project Report shall also include all final deliverables as described in Exhibit A, Project Work Plan.

ELECTRONIC REPORTING

Grantee agrees that work funded under this Agreement will be provided in an electronic format to State. Electronic submittal of final reports, plans, studies, data, and other work performed under this grant shall be as follows:

- Text preferably in MS WORD and also text PDF format.
- Files named so that the public can determine their content. For example, file naming of reports must have the title and, if subdivided into smaller sized files, the chapter number/letter and names in the report Table of Content (TOC); files of maps, figures, and tables by number/letter as referenced in the TOC; well logs files with DWR required naming convention; and appendix number/letter as named in the TOC.

EXHIBIT F
GRANTEE RESOLUTION

Attachment 1, Exhibit A

Exhibit 2 - MOU

MEMORANDUM OF UNDERSTANDING
among
**CITY OF COACHELLA/COACHELLA WATER AUTHORITY, COACHELLA
VALLEY WATER DISTRICT, DESERT WATER AGENCY, CITY OF
INDIO/INDIO WATER AUTHORITY, AND MISSION SPRINGS WATER
DISTRICT**
for
**DEVELOPMENT OF AN INTEGRATED
REGIONAL WATER MANAGEMENT PLAN**

This Memorandum of Understanding (MOU) dated Sept. 9, 2008 is entered into among the City of Coachella/Coachella Water Authority, Coachella Valley Water District, Desert Water Agency, City of Indio/Indio Water Authority, and Mission Springs Water District (collectively known as Partners) for the purpose of coordinating water resources planning activities undertaken by the water agencies.

WHEREAS, each Partner has adopted a Resolution of commitment pledging to create an Integrated Regional Water Management Plan (IRWMP).

WHEREAS, it is in the interests of the signatory Partners and the region served by the Partners that these water resources are responsibly managed and conserved to the extent feasible; and

WHEREAS, the Partners wish to coordinate their long term water supply planning efforts in accordance with Section 10531 of the *Integrated Regional Water Management Planning Act of 2002* and Division 43 of the *Safe Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006* (Acts); and

WHEREAS, the Partners anticipate the potential need for future agreements on specific projects or programs and with other affected agencies to further coordinate long term water supply planning.

NOW, THEREFORE, it is mutually understood and agreed as follows:

**SECTION 1:
AUTHORITY OF PARTNERS**

- 1.1 The Coachella Water Authority is a joint powers authority formed as a component of the City of Coachella and Redevelopment Agency of the City of Coachella and has statutory authority over water supply.
- 1.2 The Coachella Valley Water District is a public agency of the State of California organized and operating under County Water District Law, California Water Code section 30000, et seq, and Coachella District

MEMORANDUM OF UNDERSTANDING
August 10, 2008

Attachment 1, Exhibit A

Exhibit 2 - MOU

Merger Law, Water Code section 33100, et seq. Coachella Valley Water District is a State Water Project Contractor and Colorado River Contractor empowered to import water supplies to its service area, and has statutory authority over water supply.

- 1.3 The Desert Water Agency is an independent special district created by a special act of the state legislature contained in chapter 100 of the appendix of the California Water Code. Desert Water Agency is also a State Water Project Contractor empowered to import water supplies to its service area, replenish local groundwater supplies, and collect assessments necessary to support a groundwater replenishment program as provided for in the Desert Water Agency Law and has statutory authority over water supply.
- 1.4 The Indio Water Authority is a joint powers authority formed as a component of the City of Indio and Redevelopment Agency of the City of Indio and has statutory authority over water supply.
- 1.5 Mission Springs Water District is a County Water District formed under Section 30000 et seq of the California Water Code and has statutory authority over water supply.

SECTION 2: DEFINITIONS

The abbreviations and capitalized words and phrases used in this MOU shall have the following meanings:

- 2.1 Acts – mean Section 10531 of the Integrated Regional Water Management Planning Act of 2002 and California Water Code Division 43, known as the *Safe Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006*
- 2.2 Coachella Valley Region – the watershed bounded on the North by the San Bernardino Mountains, Little San Bernardino Mountains and Mecca Hills Area, on the East by Mortmar and Travertine Rock, on the South by the Santa Rosa Mountains and San Jacinto Mountains and on the West by Stubbe Canyon.
- 2.3 CVWD – Coachella Valley Water District
- 2.4 CVRWGMG – Coachella Valley Regional Water Management Group
- 2.5 CWA – Coachella Water Authority
- 2.6 DWA – Desert Water Agency

Attachment 1, Exhibit A

Exhibit 2 - MOU

- 2.7 IRWMP – Integrated Regional Water Management Plan
- 2.8 IWA – Indio Water Authority
- 2.9 MSWD – Mission Springs Water District

**SECTION 3:
PURPOSES AND GOALS OF THIS MOU**

3.1 Purpose and Goals:

3.1.1 This MOU is to memorialize the intent of the Partners to coordinate and share information concerning water supply planning programs and projects and other information, and to improve and maintain overall communication among the Partners involved. It is anticipated that coordination and information sharing among the Partners will assist the agencies in achieving their respective missions to the overall well-being of the region. Coordination and information sharing shall focus on issues of common interest in Section 3.2.

3.1.2 The execution of this MOU by the Partners shall constitute the formation of a Regional Water Management Group consisting of the Partners, in accordance with the Acts. The Regional Water Management Group shall be named the Coachella Valley Regional Water Management Group (CVRWVG).

3.1.3 It is the goal of the Partners to prepare and adopt an IRWMP for the Coachella Valley Region and to implement projects and programs individually or jointly in groups that address issues of common interest, as the group so identifies.

3.2 Common Issues and Interest:

3.2.1 Water supply programs and projects that may provide mutual benefits in improving water supply reliability and/or water quality.

3.2.2 Coordination of near-term and long-term water supply planning activities.

3.2.3 Development of regional approaches to problem-solving and issues resolution as well as to further common interest.

3.3 Future Agreements By Partners: The Partners acknowledge that by virtue of commitments and intentions stated within this MOU, the need for

Attachment 1, Exhibit A

Exhibit 2 - MOU

certain other considerations that will facilitate the preparation of an IRWMP for the Coachella Valley Region will likely emerge. These include and are not limited to:

- 3.3.1 Developing a Scope of Work
- 3.3.2 Determining the cost sharing of projects
- 3.3.3 Establishing methods for project management
- 3.3.4 Establishing a project timeline

**SECTION 4:
JOINT PLANNING FOR PROJECTS AND PROGRAMS**

- 4.1 **Projects and Programs Covered by this MOU:** it is the intent of the Partners that they coordinate and collaborate to address the common issues identified. The Partners may develop and implement projects and programs individually or jointly in groupings of two or more, or enter into additional agreements in furthering those goals. Applicable projects and programs include, but are not limited to the following:
 - 4.1.1 Water conservation programs and other demand management programs.
 - 4.1.2 Water recycling, desalination, groundwater basin management, and water quality improvement programs and projects.
 - 4.1.3 Water banking, conjunctive use and transfer arrangements.
 - 4.1.4 Storage development to improve system reliability, efficiencies, and flexibility.
 - 4.1.5 Project and program planning and development to solicit external funding.
 - 4.1.6 Other meritorious projects or programs consistent with the purposes of this MOU.
- 4.2 **Communication and Coordination:** It is the intent of the Partners to meet on a monthly basis in order to carry out the purposes and goals of this MOU. The frequency and location of meetings are subject to the discretion of the Partners and may be changed when appropriate.

Attachment 1, Exhibit A

Exhibit 2 - MOU

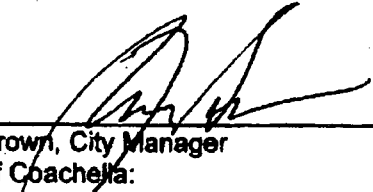
**SECTION 5:
GENERAL PROVISIONS GOVERNING MOU**

- 5.1 **Term:** The term of this MOU is indefinite. Any Partner may withdraw from the MOU by written notice given at least 45 days prior to the effective date.
- 5.2 **Construction of Terms:** This MOU is for the sole benefit of the Partners and shall not be construed as granting rights to any person other than the Partners or imposing obligations on a Partner to any person other than another Partner.
- 5.3 **Good Faith:** Each Partner shall use its best efforts and work wholeheartedly and in good faith for the expeditious completion of the objectives of this MOU and the satisfactory performance of its terms.
- 5.4 **Rights of the Partners and Constituencies:** This MOU does not contemplate the Partners taking any action that would:
- 5.4.1 Adversely affect the rights of any of the Partners; or
- 5.4.2 Adversely affect the customers or constituencies of any of the Partners.
- 5.5 This document and participation in this IRWMP are nonbinding, and in no way suggest that a Partner may not continue its own planning and undertake efforts to secure project funding from any source.
- 5.6 It is expected that Partners will contribute the personnel and financial resources necessary to develop the IRWMP.


IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the day and year indicated on the first page of this MOU.

Attachment 1, Exhibit A


Exhibit 2 - MOU



Tim Brown, City Manager
City of Coachella:



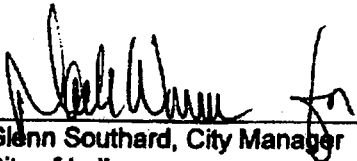
Tim Brown, Executive Director
Coachella Water Authority:



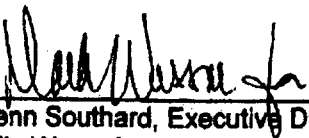
Steve Robbins, General Manager/Chief Engineer
Coachella Valley Water District:



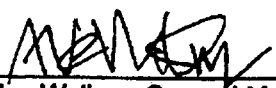
Dave Luker, General Manager
Desert Water Agency:



Glenn Southard, City Manager
City of Indio:



Glenn Southard, Executive Director
Indio Water Authority:



Arden Wallum, General Manager
Mission Springs Water District:

Attachment 1, Exhibit B

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STATE OF CALIFORNIA)
COACHELLA VALLEY WATER DISTRICT) ss.
OFFICE OF THE SECRETARY)

I, JULIA FERNANDEZ, Secretary of the Board of Directors of the Coachella Valley Water District, DO HEREBY CERTIFY that the foregoing is a full, true and correct copy of Resolution No. 2010-149 adopted by the Board of Directors of said District at a regular meeting thereof duly held and convened on the 24th day of August, 2010, at which meeting a quorum of said Board was present and acting throughout. The Resolution was adopted by the following vote:

AYES: Five

NOES: None

ABSTAIN: None

Dated this 24th day of August, 2010.

(SEAL)

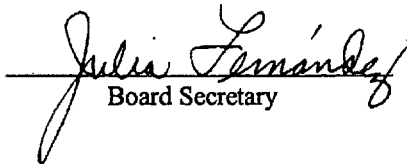

Board Secretary

EXHIBIT G

GUIDELINES FOR GRANTEES AND BORROWERS

The lists below details the documents/records that State Auditors would need to review in the event of a grant or loan being audited. Grantees and borrowers should ensure that such records are maintained for each funded project.

Internal Controls:

1. Organization chart (e.g. Agency's overall organization chart and organization chart for the grant or loan funded Program/Project).
2. Written internal procedures and flowcharts for the following:
 - a. Receipts and deposits
 - b. Disbursements
 - c. State reimbursement requests
 - d. Grant or loan expenditure tracking
 - e. Guidelines, policy, and procedures on grant or loan 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 grant or loan funded Program/Project.

Grants or Loans:

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

Contracts:

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

Invoices:

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

Cash Documents:

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

Accounting Records:

1. Ledgers showing entries for or loan receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for grant or loan 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 grant or loan funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

Project Files:

1. All supporting documentation maintained in the project files.
2. All grant or loan related correspondence.

EXHIBIT H STATEWIDE MONITORING

REQUIREMENTS FOR STATEWIDE MONITORING AND DATA SUBMITTAL

Ambient surface water and groundwater quality monitoring data (may include chemical, physical, or biological data) shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports, as described in Exhibit E.

Surface water quality monitoring data shall be submitted to the Surface Water Ambient Monitoring Program (SWAMP), which is administered by the State Water Resources Control Board (SWRCB).

SWAMP comparable electronic format shall be followed. SWAMP data formats and templates can be accessed at:

<http://swamp.mpsl.miml.calstate.edu/resources-and-downloads/database-management-systems/swamp-25-database>

Groundwater quality monitoring data shall be submitted to the State through the SWRCB Groundwater Ambient Monitoring and Assessment (GAMA) Program. If a project work plan contains a groundwater ambient monitoring element, the Grantee shall contact the SWRCB GAMA Program for guidance on the submittal of ambient groundwater data. Information on the SWRCB GAMA Program can be obtained at:

http://www.waterboards.ca.gov/water_issues/programs/gama/

Prior to the Grantee implementing any sampling or monitoring activities, State must be notified in writing as the planned procedure for submittal of groundwater data to GAMA.