
CENTRAL VALLEY PROJECT IMPROVEMENT ACT GRANT PROGRAM

THE WATER QUALITY, SUPPLY, AND INFRASTRUCTURE
IMPROVEMENT ACT OF 2014

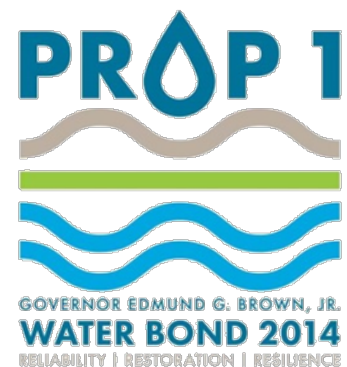
PROPOSITION 1

GRANT GUIDELINES

STATE OF CALIFORNIA

THE NATURAL RESOURCES AGENCY

September 2016



Contact Information

For general application process questions, contact Natural Resources Agency at:

Email: cvpia@resources.ca.gov

Website: http://resources.ca.gov/bonds_and_grants/grant_programs/

To apply online: <http://soar.resources.ca.gov>

Mail: Central Valley Project Improvement Act Grant Program
Natural Resources Agency
1416 9th Street, 13th Floor
Sacramento, CA 95814

Phone: (916) 653-2812

Table of Contents

I. INTRODUCTION	3
II. ELIGIBILITY	3
III. SELECTION PROCESS	4
IV. GRANT ADMINISTRATION	5
ELIGIBLE COSTS.....	5
PAYMENT OF GRANT FUNDS.....	6
SITE VISITS.....	6
LOSS OF FUNDING.....	6
V. GRANT APPLICATION	7
ELIGIBILITY CHECKLIST.....	7
ONE-PAGE PROJECT SUMMARY.....	7
PROJECT EVALUATION INFORMATION AND SCORING.....	8
OVERALL PROJECT – NEW OR MORE RELIABLE WATER SUPPLY.....	8
SUSTAINABILITY OF APPLICANT/ PROJECT.....	8
PROJECT READINESS.....	9
COLLABORATION/COORDINATION.....	10
LEVERAGING OF FUNDS.....	11
REQUIRED SUPPORTING MATERIALS.....	11
SAMPLES, TEMPLATES, AND INSTRUCTIONS.....	14
SAMPLE COST ESTIMATE FORM FOR CVPIA PROJECTS.....	14
ELIGIBLE COSTS.....	15
CVPIA – CERTIFICATION LETTER REQUIREMENTS.....	18
PROJECT PERMIT/APPROVAL STATUS.....	19
CVPIA - SITE CONTROL/LAND TENURE REQUIREMENTS.....	20
ENVIRONMENTAL COMPLIANCE.....	21
CVPIA SIGN GUIDELINES.....	21
APPENDIX A – CVPIA PROGRAM IMPLEMENTING STATUTE.....	23
APPENDIX B – STATE AUDIT AND ACCOUNTING REQUIREMENTS.....	25
APPENDIX C – GLOSSARY – DEFINITION OF TERMS.....	26
APPENDIX D – FEDERAL STATUTE.....	28
APPENDIX E – PROJECT UNITS.....	30
APPENDIX F – SAMPLE APPLICATION FORM.....	31
APPENDIX G - SAMPLE GRANT AGREEMENT.....	32

I. INTRODUCTION

California voters passed the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Act). It added section 79736 to the Public Resources Code (PRC) which allocates \$475,000,000 to the California Natural Resources Agency (Agency) for projects that fulfill the obligations of the State of California in complying with the terms of several agreements. One of the agreements listed under PRC 79736(a) is the Central Valley Project Improvement Act (CVPIA). Funds are appropriated in the 2016/17 budget to meet the state's commitments for implementation of Section 3406(d) of CVPIA to improve water deliveries on the wildlife habitat areas - \$89.15 million. These guidelines, developed in consultation with the Department of Fish and Wildlife, stakeholders and partners, will govern how these funds are allocated and spent.

II. ELIGIBILITY

Eligible Applicants

Grant Funds will be awarded to Public Agencies, California Nonprofit Organizations, federally recognized Indian tribes, state Indian tribes listed on the Native American Heritage Commission's California Tribal Consultation list and mutual water companies. All nonprofits must be a 501(c) (3) as verified by the Internal Revenue Service.

Requirements

All proposals must demonstrate how the project will measurably increase or make more reliable Level 2 water and Incremental Level 4 water deliveries to one or more of the 19 wildlife habitat areas identified in the CVPIA Refuge Water Supply Program— see Appendix E. The following project types are consistent with actions outlined in the [California Water Action Plan](#) – Water for Wetlands and Waterfowl.

- Finalizing existing water conveyance construction projects where federal funding is insufficient to attain project completion.
- Development of new, or improvement of existing water conveyance facilities that ensure and improve capacity and reliability for delivery of refuge water supplies.
- Acquisition of permanent water rights or conservation easements which provide firm water supplies of suitable water quality. Acquisition of senior water rights with documented priority, historic availability and continued beneficial use, as well as compliance reporting to the State Water Resources Control Board.
- Acquisition of temporary or short term water supplies where permanent water rights or conservation easements are not available may also be considered.

Other Requirements

- State and local water agencies are required to use the best available science to inform decisions regarding water resources.
- Projects must comply with the California Environmental Quality Act (CEQA), Division 13 (commencing with Section 21000).

- Water rights must be acquired from a willing seller.
- Projects must comply with all current Labor Codes.
- A project proposed by a public utility that is regulated by the Public Utilities Commission or a mutual water company shall have a clear and definite public purpose and shall benefit the customers of the water system and not the investors.
- An agricultural water supplier shall adopt and submit an agricultural water management plan in accordance with the Agricultural Water Management Planning Act.
- If a project includes groundwater, it shall include information on whether that water is extracted from a high or medium priority groundwater basin consistent with the requirements of the Sustainable Groundwater Management Act.
- If the primary function of the project is for stormwater capture, the project must be included in a stormwater resource plan or functional equivalent. If the project is not included in such a plan, then a letter can be submitted from the appropriate agency indicating that the project is consistent with the relevant plan.
- Pursuant to Governor Brown's April 2014 Executive Order, projects that impact water resources, including groundwater resources, must be consistent with appropriate water conservation and efficiency programs that respond to the persistent drought conditions. Proposals must verify the project is consistent with the applicable water conservation and efficiency program, however, it does not need to be submitted with the application.

Conflict Of Interest

All applicants and individuals who participate in the review of submitted proposals are subject to State and federal conflict of interest laws. Applicants should also be aware that certain State agencies may submit proposals that will compete for funding. Failure to comply with the conflict of interest laws, including business and financial disclosure provisions, will result in the proposal being rejected and any subsequent grant agreement being declared void. Other legal actions may also be taken. Applicable statutes include, but are not limited to, California Government Code section 1090 and Public Contract Code sections 10365.5, 10410, and 10411.

Tribal Consultation

The Natural Resources Agency recognizes the need for agency consultation regarding projects that affect California Tribal communities. As such, applicants should make every effort to involve Native American Tribes or stakeholder groups as appropriate.

Funding Allocation and Grant Amounts

The 2016/17 budget contains \$89.15 million in Proposition 1 funds for projects from this program. No maximum or minimum amounts have been set at this time.

III. SELECTION PROCESS

1. Applicants submit grant application online before or by the deadline.
2. Proposals are reviewed for completeness and eligibility.

3. Incomplete or ineligible proposals may not be evaluated or considered for funding, at the sole discretion of the State.
4. Proposals will be evaluated by a multi-agency review committee using the established criteria and any additional funding considerations.
5. Site visits may be scheduled prior to funding decisions.
6. Recommendations are submitted to the Secretary for the Natural Resources Agency.
7. Final funding decisions are determined and announced. All information contained in the grant application is confidential until the grant awards are announced.
8. Task Orders will be developed to document state contributions in conjunction with the federal government pursuant to the Sharing of Costs Agreement for Mitigation Projects and Improvements.

IV. GRANT ADMINISTRATION

1. State sends Grant Agreement and materials for grant administration to grantee (see Appendix G for a sample grant agreement).
2. Grantee signs and returns all required copies back to the State for signature. A fully executed copy will be returned to the Grantee.
3. Grantee submits completed appraisal, purchase documents, and other required documents, for State review (acquisition projects only). Water rights acquisitions must be supported by a water rights appraisal approved by the Department of General Services or a third party reviewer approved by the state.
4. Grantee commences preliminary work (planning/design/CEQA, etc.) on the project and submits requests for reimbursements, as applicable.
5. Grantee submits CEQA compliance documentation.
6. Grantee may be asked to submit preliminary plans to the State for review and comments.
7. Grantee submits final site plans, bid documents, cost estimate (as applicable) for review by the State prior to commencing with construction, and verification that all required permits are secured.
8. Grantee posts signs at a visible location on the site acknowledging source of funds.
9. Grantee commences project construction and may submit payment requests for reimbursement of project expenditures in accordance with the grant agreement.
10. State may schedule periodic on-site visits and will request periodic progress reports from the grantee.
11. Grantee completes project and submits project completion packet in accordance with the grant agreement.
12. State makes final project inspection and approves final payment.

Eligible Costs

Direct project-related costs incurred during the project performance period specified in the Grant Agreement will be eligible for reimbursement. All eligible costs must be supported by appropriate documentation in accordance with the grant agreement. Costs incurred outside of the performance period are not eligible for reimbursement. Grantee **indirect/overhead costs are not eligible** for reimbursement - see page 30 for definition of overhead costs.

The project scope (i.e., the activities to be completed using either 100% grant funds or a combination of grant funds and matching funds) must meet the eligibility requirements. However, grant funds need not fund all activities used to meet eligibility requirements.

Payment of Grant Funds

Funds cannot be disbursed until there is a fully-executed Grant Agreement between the State and the Grantee and satisfactory site control has been secured. Funds for construction/implementation cannot be disbursed until CEQA / NEPA (if applicable) is completed and funding signage is installed.

Development projects

- Payments will be made on a reimbursement basis (i.e., the grantee pays for services, products or supplies, submits invoices and proof of payment and is then reimbursed by the State). It generally takes 4-6 weeks to receive payment once a complete Payment Request is submitted.
- Ten percent (10%) of the amounts submitted for reimbursement may be withheld and issued as a final payment upon project completion.

Acquisition projects

- State-approved purchase price, together with eligible acquisition costs, may be advanced into an escrow account within 60 days of close of escrow. All disbursements may be subject to a ten percent (10%) retention, withheld at the sole discretion of the State.
- The remainder of the Grant, if any, shall be available on a reimbursable basis for other eligible project costs.

Site Visits

The State may make periodic visits to the project site, including a final inspection. The State will determine if the work is consistent with the approved project scope and ensure compliance with signage requirements.

Loss of Funding

A grantee may lose funding as a result of actions including, but not limited to, the following:

- Grantee fails to execute a Grant Agreement within 12 months.
- Grantee withdraws from the grant program.
- Water rights or water cannot be acquired at approved fair market value.
- Grantee loses willing seller(s).
- Grantee cannot comply with CEQA/NEPA, as applicable.
- Grantee fails to submit required documentation within the time periods specified in the Grant Agreement.
- Grantee changes project scope without prior approval from the State.
- Grantee fails to complete the project.
- Grantee fails to demonstrate sufficient progress.

V. GRANT APPLICATION

Grant applications will be submitted online at the following address:

<http://soar.resources.ca.gov>. A sample application form with the information that will be needed in the online application is included in Appendix F.

The titles used by applicants to represent project elements should be consistent throughout the grant application, including scope and cost estimate.

The online grant application package has four sections:

1. Grant application form – see Appendix F
2. One-page summary - provide a brief summary of the project that includes all applicable requested information
3. Project Evaluation Information
4. Required supporting materials.

Certain types of projects may require the services of a licensed professional engineer or licensed professional geologist to comply with the requirements of the *Business and Professions Code Section 6700 et.seq. (Professional Engineers Act)*, and Section 7800 et.seq. (*Geologists and Geophysicists Act*).

ELIGIBILITY CHECKLIST

To help determine eligibility, prior to completing an online application, answer the following evaluation criteria questions.

	Criteria	Yes/No
1.	Type of entity?	
	Public agency	
	Non-profit organization 501 (c) (3)	
	Public utility	
	Federally recognized Indian tribe	
	State Indian Tribe on the Native American Heritage Commission's Consultation List	
	Mutual water company	
2.	Does the project match one of the project types listed in the grant application form?	
3.	(Acquisitions Only) – Will water rights or water be purchased at fair market value?	

ONE-PAGE PROJECT SUMMARY

- A. Summarize the specific project for this grant request and how it meets the program goals. Also include a brief description of current site conditions, community and government agency partnerships, and benefits of the proposed project, including estimated quantity of new or more reliable water.
- B. Summarize major budget components of the project.

Sample Project Categories	Requested Grant Funds	Other Funding Source(s)	Total Cost
Project management/administration			
Planning, design, & permitting			
Implementation/construction			
Water/water rights acquisition			
Contingency			
Total			

PROJECT EVALUATION INFORMATION AND SCORING

The information provided in this section will be used to evaluate the project and should demonstrate how effectively the project meets the goals of the program. Projects will be evaluated using the following criteria to determine an initial ranking, with a score of 100 points possible. **Points will be attributed to each section.**

Criteria		Points
1.	Overall Project – New or More Reliable Water Supply	50
2.	Sustainability / Monitoring	15
3.	Project Readiness/Feasibility	15
4.	Permanent Water Supply	10
4.	Collaboration/Coordination (<i>jurisdictions, stakeholders, etc.</i>)	5
5.	Leveraging of Funding Sources	5
Total Points Possible		100

The State may consider other factors in the final grant awards such as, but not limited to, need for water at the location, statewide significance, and the geographic distribution of bond funds. Partial funding may be considered to fully maximize grant awards.

OVERALL PROJECT – NEW OR MORE RELIABLE WATER SUPPLY

Please provide a detailed description of how the proposed project will measurably increase or improve reliability of Level 2 water or Incremental Level 4 water deliveries to one or more of the 19 wildlife habitat areas identified in the CVPIA (see Appendix E). As mentioned above, the project must fit into one of the following categories:

- A. Completing existing conveyance construction projects.**
- B. Development of new or improvement of existing water conveyance facilities.**
- C. Acquisition of permanent water rights or conservation easements.**
- D. Acquisition of temporary or short term water supplies.**

SUSTAINABILITY of APPLICANT/ PROJECT

Applicants and/or cooperators must demonstrate their ability and willingness to complete and maintain the project.

Organizational Capacity

- 1. Describe the applicant's experience in completing this type of project or similar projects within the scheduled timeframe and within the allowable budget.
- 2. Is the expertise needed for the project readily available within the applicant's organization? If not, what are the plans to acquire it?
- 3. Identify and describe steps to be taken and the work to be completed within the first year following the award of grant funds.

Monitoring, Reporting, Operations and Maintenance

All grant applications must include an annual monitoring and reporting component that explains how the effectiveness of the project will be measured and reported. The monitoring and reporting component will vary depending on the nature of the project.

1. Describe your proposed monitoring including the data to be collected within the project performance period to help determine whether the project has been successful.
2. Describe how long-term monitoring, operations and maintenance will be provided over the time period required by the grant including:
 - What is planned for long-term maintenance?
 - Who will perform long-term maintenance? Describe their experience in maintaining this type of project.
 - How will ongoing maintenance be funded?
3. If the project is easily affected by external events (e.g., weather, floods, or other disturbances), what is planned within the project design to ensure the sustainability of the project?
4. What local organizations or partnerships will assist with or have responsibility for the ongoing operations and maintenance of the project?

PROJECT READINESS

Projects that are “shovel ready” may be more competitive for funding.

1. For development projects, explain the status and timeline of each of the following:
 - Preliminary plans
 - CEQA compliance
 - Commitments from project partners, etc.
 - Land access/tenure agreements, permits or reviews by other agencies
 - Project mitigation requirements (permits or environmental clearance)
 - Property restrictions and/or encumbrances (including Caltrans, utilities, railroad etc.).
2. Describe any possible factors which could significantly delay the implementation and/or completion of the project and how these factors will be addressed (e.g., permitting delays, habitat seasonal restrictions, etc.).
3. Are there other impediments on the project site (e.g., overhead or underground utilities)? If so, explain their location and nature, including any mitigation measures planned.
4. Does the applicant own the property to be developed? If not, please indicate all entities with jurisdiction and approval over the project.

(Water Rights/Water Acquisitions)

1. Any proposal that would require a change to water rights, shall demonstrate an understanding of the relevant State Water Resources Control Board (SWRCB)

processes, if applicable, timelines, and costs necessary for project approvals by SWRCB and the ability to meet those timelines within the term of a grant.

2. In addition, any proposal that involves modification of water rights for an adjudicated stream shall identify the required legal process for the change as well as associated legal costs.
3. All applicants that propose to divert water must demonstrate to the Agency that they have a legal right to divert water and sufficient documentation regarding actual water availability and use.
 - a. For post-1914 water rights, the applicant must submit a copy of a water right permit or license on file with the SWRCB.
 - b. Applicants who divert water based on a riparian or pre-1914 water right must submit written evidence of the right to divert water and the priority in the watershed of that diversion right with their proposal.
 - c. All applicants must include past water diversion and use information reported to the SWRCB, required by CWC section 5101. Such reports include Progress Reports of Permittee and Reports of Licensee for post-1914 rights, and Supplemental Statements of Water Diversion and Use for riparian and pre-1914 water rights.
4. All water rights must be accompanied by any operational conditions, agreements or court orders associated with the right, as well as any SWRCB orders affecting the water right.
5. Indicate how many parties will be involved in the transaction, their roles, and whether any party other than the applicant owns an option to buy the rights/water in question.
6. Address the status and timeline of all the following:
 - CEQA compliance
 - Details on sale including comparable sales data.
 - Appraisal
 - Negotiations with a willing seller.

COLLABORATION/COORDINATION

Collaboration with Organizations

1. Describe partnerships with nonprofit groups, stakeholders, non-governmental organizations and public or governmental agencies and their corresponding roles.

Community

1. Describe community involvement and support for the project, including landowners, water rights holders, local governments, environmental groups, technical experts, and individual citizens, etc.
2. Has there been any opposition to the project? If so, explain the nature of the concerns and how they were addressed.

Project Need

1. Describe any compelling reason(s) why (timing, loss of matching funds, project momentum, etc.) the grant review team should select the project:
 - Is there an urgent need to implement the project?
 - What will happen if this project does not occur?
 - Describe any future actions needed beyond the scope of this project to fully address the overall project goals.
2. Is the project a continuation of previously completed work, and if so, is this next phase crucial for the continued success of the prior work? If the project requires multiple phases, the applicant must outline all phases (including budget for each phase) required to fully implement the project.

LEVERAGING OF FUNDS

Priority will be given to projects that leverage private, federal, or local funding, or produce the greatest public benefit.

- A. Identify the source and amount of funds already committed to the project and expected timing of funds. Cite specific dollar amounts for cash contributions, in-kind services, volunteer effort, donated labor and materials, technical expertise, etc.
- B. Indicate any other grants where funding has been requested, the requested amount, and the expected notification date.
- C. If funding is not received from other sources, is the requested grant amount sufficient to complete the project? Explain.
- D. What other options are available to meet the project objectives if this grant request is not successful?
- E. What is the contingency plan for implementation if the project is over budget?

REQUIRED SUPPORTING MATERIALS

The following supporting materials will need to be submitted online:

FOR ALL PROJECTS

1. **Location Map** – Directional map, with enough detail to allow a person unfamiliar with the area to locate the project site. Streets and other notable landmarks should be clearly marked to allow for easy identification. Maps or images must fit into an 8½” x 11” folder.
2. **Site Plan** – All site plans should contain details of the property. Indicate the names and location of rivers, creeks or streams that abut or cross the property, other natural/geologic features, as well as any existing buildings and/or impediments (wells, storm drains, power lines, etc.), including exterior boundaries, public access points (if applicable) and proposed signage (bond acknowledgement signage and any interpretive signage).

For development projects, the site plan should include details regarding the location of the improvements. Plan should be specific enough to allow someone unfamiliar with the project to visualize it in detail.

3. **Stormwater Resource Plan** (if applicable) – Provide a copy of the plan demonstrating proposed project is included. OR, provide justification for exemption, OR provide status of plan, including implementing entity, if in progress.
4. **Urban Water Management Plan** (if applicable) – If applicant is an urban water supplier, provide a copy of an urban water management plan in accordance with the Urban Water Management Planning Act.
5. **Agricultural Water Management Plan** (if applicable) – If applicant is an agricultural water supplier, provide a copy of an agricultural water management plan in accordance with the Agricultural Water Management Planning Act.
6. **Groundwater Sustainability Plan** (if applicable) – If project includes groundwater, provide a map showing what basin the water is being extracted from, the type of basin (medium- or high- priority), and provide a copy of groundwater sustainability plan, if available, in accordance with the Sustainable Groundwater Management Act.
7. **Signed Authorizing Resolution** – Provide a signed authorizing resolution from governing board. Certification Letter acceptable for agencies without a governing board. Resolutions may be submitted later than the application filing deadline if the board meeting schedule prohibits the applicant from obtaining a signed resolution at application filing. Submit the draft resolution(s) and indicate the board meeting date(s) when the resolution(s) will be adopted. Provide the adopted resolution as soon as it becomes available.
8. **Other Sources of Funds** – Identify all funding sources necessary to complete the project. Indicate if funds have been committed or requested and provide evidence. Include cash contributions, in-kind services, volunteer efforts, donated labor and materials, technical expertise, etc. Cite specific dollar amounts and the percentages of the total project funding provided from all sources.
9. **Eligibility for Nonprofit Applicants** – (if applicable) Evidence that the corporation is qualified under Section 501(c)(3) of the *Internal Revenue Service Code*. Entities must have active status with the Secretary of State.
10. **Status of Environmental Compliance (CEQA, NEPA, etc.)**

IN ADDITION, FOR ALL DEVELOPMENT PROJECTS:

11. **Adequate Site Control/Land Tenure** – Provide copies of documents identifying current ownership information associated with each and every parcel involved in the project. Examples of such documents include tax records, owner data sheets from county records, recorded deeds, title reports or other documents that verify ownership. All documents verifying ownership must have the parcel numbers clearly indicated on the document (handwritten acceptable).

If applicant does not own all of the parcels, provide a copy of an agreement that gives the applicant legal access, permission to construct and maintain the project for the required

number of years, based on the size of grant requested. For the purposes of the application, it will be sufficient to submit a letter from each landowner identifying the parcel(s), and indicating that, if awarded funding, the owner is willing to enter into a long-term agreement with the applicant to allow long-term access for construction, maintenance and public use of project on the affected parcel(s).

12. Operations and Maintenance - If operations and maintenance will be performed by an entity other than the applicant explain and provide evidence of concurrence from that entity, e.g., memoranda of understanding, operational agreement, letters of intent, etc., signed by all parties. If an agreement has not yet been executed, a signed letter by the other party indicating their intent to enter into such an agreement is acceptable.

13. Cost Estimate – For development projects, provide a cost estimate reflecting all costs associated with the project. Identify costs included in the grant request and costs covered by other funding sources. Show all costs by type, unit, quantity and total dollar amount. Projects using in-house services must also detail the labor, materials and equipment costs as separate line items. Include Proposition 1 acknowledgement signage costs as an individual line item.

14. Project Permit/Approval Status – For development projects, indicate the types of permits necessary to complete the project, permitting submittal and acquisition status, and potential project delays due to permitting.

IN ADDITION, FOR ALL WATER RIGHTS/WATER ACQUISITION PROJECTS:

15. Evidence of Willing Seller – For acquisitions, provide a letter from EACH water rights holder indicating they are a willing participant in the proposed transaction. The letter should clearly identify the rights owned by each willing seller and indicate that if grant funds are awarded, the seller is willing to enter into an agreement or negotiation for an agreement for the sale of the rights at a purchase price not to exceed fair market value.

SAMPLES, TEMPLATES, and INSTRUCTIONS

SAMPLE COST ESTIMATE FORM FOR CVPIA PROJECTS

Water Quality, Supply, and Infrastructure Improvement Act of 2014 – Proposition 1

Attach the proposed budget. Where possible, quantify the components of the project (e.g. labor, materials, etc.), labor, materials, and equipment requirements. Indicate tasks to be funded by CVPIA and by other sources, as well as in-kind contributions.

Project Elements (SAMPLE ONLY)	Unit Price	Units	Quant.	Total Project Costs	CVPIA Grant	Local Contributions (Specify)	Other Funding Source(s) (Specify)
NON-CONSTRUCTION COSTS							
Direct Project Management & Administration							
Staff Time (direct costs only)		Hrs.					
Incidental Charges	LS	LS	LS		Ineligible		
Consultants							
Subtotal – Direct Management							
Planning, Design & Permitting							
Staff Time (direct costs only)		Hrs.					
Consultants							
Permit Costs	LS	LS	LS				
Subtotal - Planning, Design & Permitting							
Environmental Compliance (CEQA, NEPA, etc.)							
Staff Time (direct costs only)		Hrs.					
Consultants							
Subtotal – Environmental Compliance							
SUB-TOTAL Non-Construction Costs (not to exceed 25% of grant)							
CONSTRUCTION COSTS							
Implementation/Construction – Contracted							
Implementation/Construction – Applicant							
Component Y							
Labor (applicant's personnel/direct costs only)		Hrs.					
Materials							
Equipment							
Component Z							
Labor (applicant's personnel/direct costs only)		Hrs.					
Materials							
Equipment							
SUB- TOTAL Construction Costs							
Contingency (not to exceed 10% of grant)							
PROJECT GRAND TOTAL:							

Category listing should be detailed and customized to fit the grant application. Each funding source, whether in-kind or cash should have its own column. Specify in-kind or cash in each column heading. The unit price multiplied by the quantity equals the Total Project Costs column. The CVPIA Grant and Other Funding Sources should also sum to the Total Project Costs column. LS = Lump Sum.

ELIGIBLE COSTS

Direct project-related costs incurred during the project performance period specified in the grant agreement will be eligible for funding. All eligible project costs must be supported by appropriate documentation in accordance with the Grant Agreement. **Costs incurred outside of the project performance period, and overhead rates/costs are not eligible for reimbursement.** Projects will need to be completed and invoiced by May 1, 2021.

Any project financed with funds made available by the *Water Quality, Supply, and Infrastructure Improvement Act of 2014* (Proposition 1) must comply with all provisions of the California Labor Code. Be sure to include prevailing wages in the cost estimates, as/if applicable. Refer to the Department of Industrial Relations' Division of Labor Statistics and Research Web site at <http://www.dir.ca.gov/DLSR/PWD/index.htm> for general prevailing wage determinations. For questions regarding prevailing wage, contact Department of Industrial Relations.

A. Development

Project Management – Up to 25 percent (25%) of the grant funds may be spent on non-construction costs (CEQA compliance, environmental impact reports and assessments, planning and design, utility coordination, architecture and engineering, construction plans, bid preparation, direct project administration and management).

Personnel or employee services – Costs for services of the grantee's employees directly engaged in project execution must be computed according to the grantee's prevailing wage or salary scales, and may include fringe benefit costs such as vacations, sick leave, Social Security contributions, etc., that are customarily charged to the recipient's various projects. Costs charged to the project must be computed on actual time spent on the project and evidenced by time and attendance records describing the work performed on the project as well as payroll records. Overtime costs are allowed under the recipient's established policy provided the regular work time was devoted to the same project.

Construction - All necessary labor and construction activities, from site preparation (including demolition, excavation, grading, soil/water testing, monitoring during construction, on-site/field supervisor, etc.) to the completion of the project are eligible costs.

Equipment owned by the grantee may be charged to the project for each use. Equipment use charges must be made in accordance with the grantee's normal accounting practices. The equipment rental rates published by the California Department of Transportation or local prevailing rental rates may be used as a guide.

If the grantee's equipment is used, a report or source document must describe the work performed, indicate the hours used, relate the use to the project, and be signed by the operator and supervisor.

Equipment may be leased, rented, or purchased, whichever is most economical. If equipment is purchased, its residual market value must be credited to the project costs upon project completion.

Supplies and materials may be purchased for a specific project or may be drawn from a central stock, providing they are claimed at a cost no higher than paid by the grantee. When supplies and/or materials are purchased with the intention of constructing a piece of equipment, a structure or a part of a structure, the costs that are charged as supplies and materials may be capitalized according to the grantee's normal practice or policy. If capitalized, only that cost reasonably attributable to the project may be claimed under the project.

Other expenditures - In addition to the major categories of expenditures, funding may be provided for miscellaneous costs necessary for execution of the project at the discretion of the State. Some of these costs may include:

- Premiums on hazard and liability insurance to cover personnel and/or property.
- Work performed by another section or department of the grantee's agency that can be documented as direct costs to the project. (See requirements above under personnel or employee services).
- Transportation costs for moving equipment and/or personnel.

B. Acquisition

Costs of acquiring water rights or water are eligible and include the purchase price of the water right or water at the approved fair market value, appraisals, and other needed costs to complete the transaction as approved by the Agency. Costs of obtaining State approvals of purchase price and transaction reviews from the Department of General Services are also allowable.

C. All Projects

Contingency – Up to 10% of the grant may be budgeted for contingency costs. All such costs must be eligible per these guidelines. Contingency funds may not be used to increase the amount of funds used for project management beyond the 25% maximum nor any other caps set forth in the guidelines.

CVPIA – RESOLUTION TEMPLATE

Resolution No: _____

RESOLUTION (GOVERNING BODY OF GRANTEE)

APPROVING THE APPLICATION FOR GRANT FUNDS FOR THE CVPIA GRANT PROGRAM UNDER THE WATER QUALITY, SUPPLY, AND INFRASTRUCTURE IMPROVEMENT ACT OF 2014 (Proposition 1)

WHEREAS, the Legislature and Governor of the State of California have provided funds for the program shown above; and

WHEREAS, the California Natural Resources Agency has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, said procedures established by the California Natural Resources Agency require a resolution certifying the approval of application(s) by the Applicants governing board before submission of said grant application(s) to the State; and

WHEREAS, the Applicant, if selected, will enter into an agreement with the State of California to carry out the project

NOW, THEREFORE, BE IT RESOLVED that the _____ (Governing Body)

1. Approves the filing of an grant application for the (*name of the project*);
2. Certifies that Applicant understands the assurances and certification in the grant application; and,
3. Certifies that Applicant or title holder will have sufficient funds to operate and maintain the project(s) consistent with the land tenure requirements; or will secure the resources to do so; and,
4. Certifies that it will comply with all provisions of Section 1771.5 of the California Labor Code; and,
5. If applicable, certifies that the project will comply with any laws and regulations including, but not limited to, the *California Environmental Quality Act (CEQA)*, legal requirements for building codes, health and safety codes, disabled access laws, and, that prior to commencement of construction, all applicable permits will have been obtained; and,
6. Certifies that applicant will work towards the State Planning Priorities intended to promote equity, strengthen the economy, protect the environment, and promote public health and safety as included in Government Code Section 65041.1, and
7. Appoints the (*designate position, not person occupying position*) _____, or designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project(s).

Approved and adopted the _____ day of _____ 20____. I, the undersigned, hereby certify that the foregoing Resolution Number _____ was duly adopted by the _____ (Governing Body).

Following Roll Call Vote: Ayes: _____
 Nos: _____
 Absent: _____

Clerk/Secretary for the Governing Board

CVPIA – CERTIFICATION LETTER REQUIREMENTS

If an applicant does not have a governing board, a certification letter from the organization's director or chief executive officer must be furnished. The letter must:

1. Approve the application for grant funds from the CVPIA Grant Program under the *Water Quality, Supply and Infrastructure Improvement Act of 2014*.
2. Approve the filing of a grant application.
3. Certify that the applicant understands the assurances and certification in the proposal.
4. Certify that applicant or title holder has or will have sufficient funds to operate and maintain the project(s).
5. Certify that the project will comply with any laws and regulations that apply to development projects including, but not limited to, the *California Environmental Quality Act (CEQA)*, legal requirements for prevailing wages, building codes, health and safety codes, and disabled access laws.
6. Certify that prior to commencement of construction all applicable permits will have been obtained.
7. Certify that it will comply with all provisions of Section 1771.5 of the California Labor Code.
8. Certifies that applicant will work towards the State Planning Priorities intended to promote equity, strengthen the economy, protect the environment, and promote public health and safety as included in Government Code Section 65041.1.
9. Appoint the (***designate position, not person occupying position***), or designee, _____ as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project(s).
10. Contain the signature of the Director or Chief Executive Officer and date of signature.

PROJECT PERMIT/APPROVAL STATUS

List is not all inclusive. It is Grantee's responsibility to comply with all applicable permits.

Permitting Agency	Type of Requirement	Required?	Applied?	Acquired?	Date Anticipated
State Agencies:					
California Department of Fish and Game	Streambed Alteration Agreement Permit (Section 1600)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
California Department of Fish and Game	Incidental Take Permit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
CalTrans	Encroachment Permit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Coastal Commission	Coastal Development Permit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Coastal Commission	Letter of Consistency	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Regional Water Quality Control Board	401 Water Quality Certification or Waste Discharge Requirement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
State Water Resources Control Board	Water Rights Permit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
State Water Resources Control Board	General Industrial Storm Water Permit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Central Valley Flood Protection Board	Permission to Encroach on Waterways within Designated Floodways	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
State Lands Commission	Permit required if using State owned property	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
State Office of Historic Preservation	Cultural Resources-Submission of findings to State Historic Preservation Officer (National Historic Preservation Act, Section 106)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Federal Agencies					
U.S. Fish and Wildlife Service (USFWS)	Section 7 consultation if federal nexus (see ACOE), or Section 10 Permit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
U.S. Army Corps of Engineers (ACOE)	Clean Water Act, Section 404 Permit, will consult w/USFWS & NMFS Section 7	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
U.S. Army Corps of Engineers	Rivers and Harbors Act, Section 10 Permit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
U.S. Coast Guard / U.S. Army Corps of Engineers	Rivers and Harbors Act, Section 9 Permit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
U.S. National Resources Conservation Service	Consultation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
National Marine Fisheries Service (NMFS)	Section 7 consultation if federal nexus see ACOE, or Section 10 Permit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Local and Regional Planning Agencies					
City/County	Grading Permit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
City/County	Environmental Health Department	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
San Francisco Bay Conservation and Development Commission	Any relevant permit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Tahoe Regional Planning Agency	Any relevant permit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Local Resource Conservation District	Consultation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Flood Control Districts	Floodway & Hydrological Analysis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Others (e.g., CalRecycle, State Contractors Board, State Lands Commission):					

CVPIA - SITE CONTROL/LAND TENURE REQUIREMENTS

The State recognizes that specific activities may change over time; however all uses on the project property must remain compatible with the CVPIA Grant Program in accordance with the following requirements:

Acquisition projects -

The grantee or the grantee's successor in interest shall hold the water rights only for the purpose for which the grant was made and make no other use or sale or other disposition of the water rights without the written permission of the State.

Development projects -

The grantee shall maintain and operate the property developed pursuant to this grant for a period of:

- a. At least 10 years for grants up to \$100,000
- b. At least 20 years for grants up to \$1 million
- c. At least 25 years for grants over \$1 million

All projects

- A document must be recorded against the real property that defines the State's interest in the property whether the grantee owns the property or not. Exceptions may be granted as appropriate and at the sole discretion of the State. A copy of the full grant terms and conditions may be obtained by contacting our office.
- With the approval of the State, the grantee or the grantee's successor in interest in the property may enter into an agreement with another party to maintain and operate the property in accordance with this program. At a minimum, the agreement must do the following:
 1. Clearly spell out the roles of each party in detail,
 2. Be signed by both parties signifying their acceptance,
 3. Not terminate prior to the length of site control/land tenure required by the grant agreement (only agreements that allow early termination for cause or by mutual consent will be acceptable) and,
 4. Include language that the grantee would resume responsibility for ongoing operations and maintenance in the event of cancellation.
- Grantee may be excused from its obligations for operation and maintenance of the project site only upon the written approval of the State for good cause. "Good cause" includes, but is not limited to, natural disasters that destroy the project improvements and render the project obsolete or impracticable to rebuild.

ENVIRONMENTAL COMPLIANCE

To demonstrate compliance with the California Environmental Quality Act (CEQA) Public Resources Code, Sections 21000 et seq. Applicants must submit one of the following:

- a) Notice of Exemption stamped by the county clerk if the project is categorically exempt.
- b) Negative Declaration and Initial Study including the checklist and Notice of Determination stamped by the county clerk or State Clearinghouse with the State Clearinghouse response, as applicable.
- c) Final Environmental Impact Report with Initial Study including the checklist and Notice of Determination with State Clearinghouse response.
- d) A current and complete Initial Study with a description of how the Grantee will complete CEQA compliance within one year from date of Grant Agreement. Remaining CEQA requirements may be met as part of the grant work plan. However, grant funds for construction or acquisition will be available only after the project is in compliance with CEQA and other environmental laws. Funds for planning and document preparation may be available sooner if included in the grant work plan.
- e) For projects included in a Master Environmental Impact Report (MEIR), CEQA compliance shall include a copy of the subsequent Initial Study for the proposed project together with a copy of the Notice of Determination, stamped by the county clerk or State Clearinghouse.

CVPIA SIGN GUIDELINES

Types of Signs

- 1) Construction - A sign acknowledging the funding source is required during construction.
- 2) Post Completion - All grantees are required to post a sign at the project site upon completion of the project. The sign must be available for the final inspection of the project and be in place for a minimum of four (4) years from date of project completion. There is no minimum or maximum size other than the minimum size for the logo as long as the sign contains the required wording. If appropriate, the same sign can be used during construction and completion.

Language for Signs

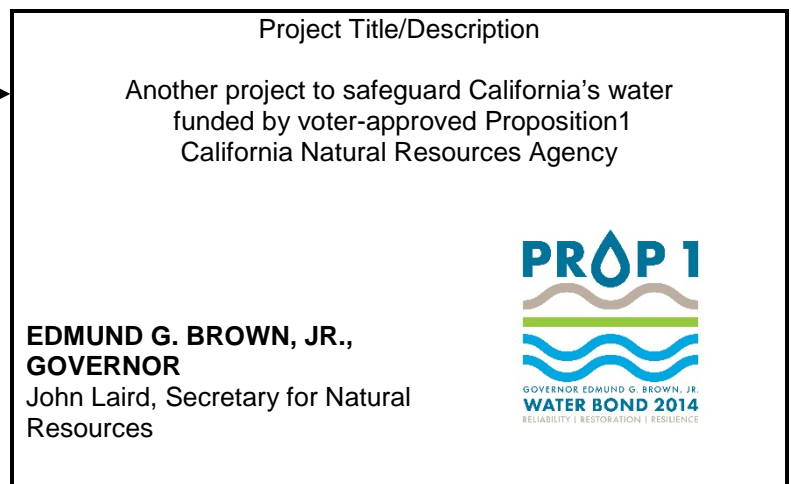
All signs will contain the following minimum language:

The name of the director of the local public agency or other governing body may also be added. The sign may also include the names (and/or logos) of other partners, organizations, individuals and elected representatives.

Logo

All signs must contain the universal logo for Proposition 1. The logo must be mounted in an area to maximize visibility and durability.

Each edge of the logo itself must be a minimum of 1' X 1'. Exceptions may be approved when appropriate at the discretion of the State.



Sign Construction

All materials used shall be durable and resistant to the elements and graffiti. The California Department of Parks and Recreation and California Department of Transportation standards can be used as a guide for gauge of metal, quality of paints used, mounting specifications, etc.

Sign Cost

The cost of the sign(s) is an eligible project cost. Permanent signage is encouraged.

Appropriateness of Signs

For projects where the required sign may be out of place or where affected by local sign ordinances, the grants administrator in consultation with the grantee may authorize a sign that is appropriate to the project in question.

Signs on State Highways

Signs placed within the state highway right-of-way may require a Caltrans encroachment permit. Contact the local Caltrans District Office early in the planning phases for more information. For locations, visit <http://www.dot.ca.gov/localoffice.htm>.

State Approval

The grantee shall submit proposed locations, size, number of signs and language for review prior to ordering signs. Final funds for development projects will not be reimbursed until signage has been approved and installed.

APPENDIX A – CVPIA PROGRAM IMPLEMENTING STATUTE

WATER QUALITY, SUPPLY, AND INFRASTRUCTURE IMPROVEMENT ACT OF 2014 CHAPTER 188, STATUTES OF 2014

Division 26.7. This Division shall be known, and may be cited, as the Water Quality, Supply, and Infrastructure Improvement Act of 2014.

Chapter 2

79701.

The people of California find and declare all of the following:

- (a) Safeguarding California's supply of clean and safe water for homes, businesses, and farms is an essential responsibility of government, and critical to protecting the quality of life for all Californians.
- (b) Every Californian should have access to clean, safe, and reliable drinking water.
- (c) California has been experiencing more frequent and severe droughts and is currently enduring the worst drought in 200 years. These droughts are magnifying the shortcomings of our current water infrastructure.
- (d) California's water infrastructure continues to age and deteriorate. More than 50 years ago, Californians approved the construction of the State Water Project. In recent decades, however, that infrastructure has proven inadequate to meet California's growing needs.
- (e) This measure provides funding to implement the three objectives of the California Water Action Plan which are more reliable water supplies, the restoration of important species and habitat, and a more resilient and sustainably managed water infrastructure.
- (f) Developing and guarding our water resources is critical for California to maintain vibrant communities, globally competitive agriculture, and healthy ecosystems.
- (g) Encouraging water conservation and recycling are commonsense methods to make more efficient use of existing water supplies.
- (h) Sustainable water management in California depends upon reducing and reversing overdraft and water quality impairment of groundwater basins. Investments to expand groundwater storage and reduce and reverse overdraft and water quality impairment of groundwater basins provide extraordinary public benefit and are in the public interest.
- (i) Protecting lakes, rivers, and streams, cleaning up polluted groundwater supplies, and preserving water sources that supply the entire state are crucial to providing a reliable supply of water and protecting the state's natural resources.
- (j) The Water Quality, Supply, and Infrastructure Improvement Act of 2014 provides a comprehensive and fiscally responsible approach for addressing the varied challenges facing California's water resources.

79702.

For purposes of this chapter, the following terms have the following meanings:

- (a) "Acquisition" means obtaining a fee interest or any other interest in real property, including, easements, leases, water, water rights, or interest in water obtained for the purposes of instream flows and development rights.
- (b) "Stormwater" has the meaning set forth in subdivision (e) of Section 10573.
- (c) "Nonprofit organization" means an organization qualified to do business in California and qualified under Section 501(c)(3) of Title 26 of the United States Code.
- (d) "Public agency" means a state agency or department, special district, joint powers authority, city, county, city and county, or other political subdivision of the state.
- (e) "Secretary" means the Secretary of the Natural Resources Agency.

- (f) “Economically distressed area” means a municipality with a population of 20,000 persons or less, a rural county, or a reasonably isolated and divisible segment of a larger municipality where the segment of the population is 20,000 persons or less, with an annual median household income that is less than 85 percent of the statewide median household income, and with one or more of the following conditions as determined by the department:
- (1) Financial hardship.
 - (2) Unemployment rate at least 2 percent higher than the statewide average.
 - (3) Low population density.

79712.

- (a) Eligible applicants under this division are public agencies, nonprofit organizations, public utilities, federally recognized Indian tribes, state Indian tribes listed on the Native American Heritage Commission’s California Tribal Consultation List, and mutual water companies.
- (b) (1) To be eligible for funding under this division, a project proposed by a public utility that is regulated by the Public Utilities Commission or a mutual water company shall have a clear and definite public purpose and shall benefit the customers of the water system and not the investors.
- (c) (2) To be eligible for funding under this division, an urban water supplier shall adopt and submit an urban water management plan in accordance with the Urban Water Management Planning Act (Part 2.6 (commencing with Section 10610) of Division 6).
- (d) (3) To be eligible for funding under this division, an agricultural water supplier shall adopt and submit an agricultural water management plan in accordance with the Agricultural Water Management Planning Act (Part 2.8 (commencing with Section 10800) of Division 6).
- (e) (4) In accordance with Section 10608.56, an agricultural water supplier or an urban water supplier is ineligible for funding under this division unless it complies with the requirements of Part 2.55 (commencing with Section 10608) of Division 6.

79730. (Chapter 6)The sum of one billion four hundred ninety-five million dollars (\$1,495,000,000) shall be available, upon appropriation by the Legislature from the fund, in accordance with this chapter, for competitive grants for multi-benefit ecosystem and watershed protection and restoration projects in accordance with statewide priorities.

79736. Of the funds authorized by Section 79730, four hundred seventy-five million dollars (\$475,000,000) shall be available to the Natural Resources Agency to support projects that fulfill the obligations of the State of California in complying with the terms of any of the following:

- (a) Subsection (d) of Section 3406 of the Central Valley Project Improvement Act (Title 34 of Public Law 102-575).

SENATE BILL 985

The underlying concepts for the program are derived, in part, from the applicable sections of Senate Bill No. 985, Chapter 555, Sec 4. Section 10563 (c) (1) of the Water Code:

“The development of a stormwater resource plan and compliance with this part in accordance with Section 10565 shall be required to receive grants for stormwater and dry weather runoff capture projects from a bond act approved by the voters after January 1, 2014.”

APPENDIX B – STATE AUDIT AND ACCOUNTING REQUIREMENTS

Audit requirements

All projects are subject to audit by the State of California annually and for three (3) years following the final payment of grant funds. If the project is selected for audit, the grantee will be contacted in advance. The audit shall include all books, papers, accounts, documents, or other records of the grantee, as they relate to the project for which the funds were granted.

The grantee must have the project records, including the source documents and canceled checks, readily available, and provide an employee with knowledge of the project to assist the auditor. The Grantee must provide a copy of any document, paper, record, or the like, requested by the auditor.

Accounting requirements

The grantee must maintain an accounting system that:

- accurately reflects fiscal transactions, with the necessary controls and safeguards,
- provides a good audit trail, including original source documents such as purchase orders, receipts, progress payments, invoices, time cards, canceled checks, etc.
- provides accounting data so the total cost of each individual project can be readily determined.

Records Retention

Project records must be retained for a period of three (3) years after final payment is made by the State. All project records must be retained by the grantee at least one (1) year following an audit. Grantees are required to keep source documents for all expenditures related to each grant for at least three (3) years following project completion and one year following an audit. A project is considered complete upon receipt of final grant payment from the State.

APPENDIX C – GLOSSARY – Definition of Terms

Unless otherwise stated, the terms used in these grant guidelines have the following meanings:

Acquisition - means obtaining a fee interest or any other interest in real property, including, easements, leases, water, water rights, or interest in water obtained for the purposes of instream flows and development rights.

Applicant - means an eligible organization requesting funding from a program administered by the State.

Bond or Bond Act - means Proposition 1 Water Quality Supply, and Infrastructure Improvement Act of 2014

CEQA - means the California Environmental Quality Act, Public Resources Code Section 21000 et seq.; Title 14, California Code of Regulations, Section 15000 et seq.

Fair Market Value - means the value placed upon the water or water right as supported by an appraisal that has been reviewed and approved by the State.

Fund or Funds - means The Water Quality, Supply, and Infrastructure Improvement Fund of 2014 created by Water Code Section 79715.

Grant Agreement - means a contractual arrangement between the State and Grantee specifying the payment of funds by the State for the performance of specific project objectives within a specific project performance period by the Grantee.

Grantee - means an applicant that has an agreement for grant funding with the State.

Grants Administrator - means an employee of the State who manages the grants.

In-Kind - means non-cash donations, from governmental or private sources, and includes volunteers, materials and services.

Land Tenure/Site Control - means the applicant owns the project land or has other legal long-term interest with the landowner that is satisfactory to the State.

Local Public Agency - means any political subdivision of the State of California, including but not limited to any county, city, city and county, district, joint powers agency, local community conservation corps agency, or council of governments.

Mutual Water Company – means any private corporation or association organized for the purposes of delivering water to its stockholders and members at cost, including use of works for conserving, treating and reclaiming water.

Nonprofit Organization - means any nonprofit corporation qualified to do business in California, and qualified under Section 501 (c) (3) of Title 26 of the Internal Revenue Code.

Other Sources of Funds - means cash or in-kind contributions that are required or used to complete the project beyond the grant funds provided by the CVPIA grant.

Overhead/Indirect Costs - means expenses of doing business that are of a general nature and are incurred to benefit at least two or more functions within an organization. These costs are not usually identified specifically with a grant, Grant Agreement, Project or activity, but are necessary for the general operation of the organization. Examples of overhead costs include salaries and benefits of employees not directly assigned to a project; functions such as personnel, business services, information technology, janitorial, and salaries of supervisors and managers; and rent, utilities, supplies, etc. These costs are NOT eligible for reimbursement with grant funds, but may be used to show applicant's portion of costs.

Planning - means specific preparations necessary to execute eligible CVPIA projects. Planning includes conceptual designs, pre-schematic work, such as initial architectural and engineering plans prepared during the preliminary project phase; schematic documents; technical consulting; construction design; preparation of construction bidding documents; permits or appraisals. Planning costs are distinct from "hard" project costs of actual construction or acquisition.

Project - means the acquisition or development activity to be accomplished with CVPIA grant funds, and other funds if necessary, that meets eligibility requirements.

Project Performance Period - refers to the beginning and ending dates of the grant agreement. Eligible costs incurred during this period may be funded from the grant.

Project Scope - means the description or activity of work to be accomplished by the project.

Public Agency - means a state agency or department, special district, joint powers authority, city, county, city and county, or other political subdivision of the state.

Secretary - means the Secretary for Natural Resources or his/her representative.

State - means a political subdivision of the State of California.

Stormwater – means temporary surface water runoff and drainage generated by immediately preceding storms.

Willing Seller - means the project property owner(s) is/are a willing participant(s) in the proposed real property transaction and at a purchase price not to exceed fair market value as verified by the State.

Appendix D – Federal Statute

Subsection (d) of Section 3406 of the Central Valley Project Improvement Act

(d) Central Valley Refuges and Wildlife Habitat Areas.--In support of the objectives of the Central Valley Habitat Joint Venture and in furtherance of the purposes of this title, the Secretary shall provide, either directly or through contractual agreements with other appropriate parties, firm water supplies of suitable quality to maintain and improve wetland habitat areas on units of the National Wildlife Refuge System in the Central Valley of California; on the Gray Lodge, Los Banos, Volta, North Grasslands, and Mendota state wildlife management areas; and on the Grasslands Resources Conservation District in the Central Valley of California.

(1) Upon enactment of this title, the quantity and delivery schedules of water measured at the boundaries of each wetland habitat area described in this paragraph shall be in accordance with Level 2 of the "Dependable Water Supply Needs" table for those habitat areas as set forth in the Refuge Water Supply Report and two-thirds of the water supply needed for full habitat development for those habitat areas identified in the San Joaquin Basin Action Plan/Kesterson Mitigation Action Plan Report prepared by the Bureau of Reclamation. Such water shall be provided through long-term contractual agreements with appropriate parties and shall be supplemented by the increment of water provided for in paragraph (1) of this subsection; Provided, That the Secretary shall be obligated to provide such water whether or not such long-term contractual agreements are in effect. In implementing this paragraph, the Secretary shall endeavor to diversify sources of supply in order to minimize possible adverse effects upon Central Valley Project contractors.

(2) Not later than ten years after enactment of this title, the quantity and delivery schedules of water measured at the boundaries of each wetland habitat area described in this paragraph shall be in accordance with Level 4 of the "Dependable Water Supply Needs" table for those habitat areas as set forth in the Refuge Water Supply Report and the full water supply needed for full habitat development for those habitat areas identified in the San Joaquin Basin Action Plan/Kesterson Mitigation Action Plan Report prepared by the Bureau of Reclamation. The quantities of water required to supplement the quantities provided under paragraph (1) of this subsection shall be acquired by the Secretary in cooperation with the State of California and in consultation with the Central Valley Habitat Joint Venture and other interests in cumulating increments of not less than ten percent per annum through voluntary measures which include water conservation, conjunctive use, purchase, lease, donations, or similar activities, or a combination of such activities which do not require involuntary reallocations of project yield.

(3) All costs associated with implementation of paragraph (1) of this subsection shall be reimbursable pursuant to existing law. Incremental costs associated with implementation of paragraph (2) of this subsection shall be fully allocated in accordance with the following formula: 75 percent shall be deemed a non-reimbursable Federal expenditure; and 25 percent shall be allocated to the State of California for recovery through direct reimbursements or through equivalent in-kind contributions.

(4) The Secretary may temporarily reduce deliveries of the quantity of water dedicated under paragraph (1) of this subsection up to 25 percent of such total whenever reductions due to hydrologic circumstances are imposed upon agricultural deliveries of Central Valley Project water; provided, that such reductions shall not exceed in percentage terms the reductions imposed on agricultural service contractors. For the purpose of shortage allocation, the priority or priorities applicable to the increment of water provided under paragraph (2) of this subsection shall be the

priority or priorities which applied to the water in question prior to its transfer to the purpose of providing such increment.

(5) The Secretary is authorized and directed to construct or to acquire from non-Federal entities such water conveyance facilities, conveyance capacity, and wells as are necessary to implement the requirements of this subsection; Provided, that such authorization shall not extend to conveyance facilities in or around the Sacramento-San Joaquin Delta Estuary. Associated construction or acquisition costs shall be reimbursable pursuant to existing law in accordance with the cost allocations set forth in paragraph (3) of this subsection.

(6) The Secretary, in consultation with the State of California, the Central Valley Habitat Joint Venture, and other interests, shall investigate and report on the following supplemental actions by not later than September 30, 1997:

(A) Alternative means of improving the reliability and quality of water supplies currently available to privately owned wetlands in the Central Valley and the need, if any, for additional supplies; and

(B) Water supply and delivery requirements necessary to permit full habitat development for water dependent wildlife on 120,000 acres supplemental to the existing wetland habitat acreage identified in Table 8 of the Central Valley Habitat Joint Venture's "Implementation Plan" dated April 19, 1990, as well as feasible means of meeting associated water supply requirements.

Appendix E – Project Units



Appendix F – Sample Application Form



Central Valley Project
Improvement Act Grant Program
Project Proposal



Project Name		Estimated Date of Completion: _____	
		Grant Amount Requested: \$ _____	
		Estimated Total Project Cost: \$ _____ (State Grant and other funds and In-Kind Donations)	
APPLICANT (with mailing address) Check one: Non Profit <input type="checkbox"/> Local Public Agency <input type="checkbox"/> State Agency <input type="checkbox"/> Indian Tribe <input type="checkbox"/> Mutual Water Company <input type="checkbox"/>		County _____	
		Nearest City/Town _____	
		Project Address (or nearest cross street) _____	
		Senate Dist. _____	Assembly Dist. _____
US Congressional Dist. _____			
Applicant's Representative Authorized in Resolution (Signature required at bottom of this page)			
Name: _____		Title: _____	
Phone: _____		Email Address: _____	
Project Manager - Person with day to day responsibility for project (if different from authorized representative)			
Name: _____		Title: _____	
Phone: _____		Email Address: _____	
Brief Description of Project (Summarize major activities to be funded by this CVPIA Grant)		Latitude	Longitude
		Coordinates Represent: _____	
		Coordinates Determined Using: _____	
Select a project type: <ul style="list-style-type: none"> • Finalizing existing water conveyance construction projects where federal funding is insufficient to attain project completion (e.g. Gray Lodge Wildlife Area, Sutter National Wildlife Refuge). • Development of new, or improvement of existing water conveyance facilities which ensure and improve capacity and reliance for delivery of refuge water supplies. • Acquisition of permanent water rights or conservation easements which provide firm water supplies of suitable water quality. Senior water rights with documented priority historic availability and beneficial use, and reporting to the State Water Resources Control Board. • Consideration of temporary or short term water supplies where permanent water rights or conservation easements are not available. 		<input type="checkbox"/> Project Type (Acquisition or Development): _____	
		<input type="checkbox"/> Acre-feet of water purchased: _____	
		<input type="checkbox"/> Acre-feet of new water conveyance capacity created: _____	
		<input type="checkbox"/> Acre-feet of water rights purchased: _____	
		<input type="checkbox"/> Acre-feet of improved water conveyance capacity: _____	
I certify that the information contained in this project application, including required attachments, is complete and accurate			
Signed: _____		Date _____	
Applicant's Authorized Representative as shown in Resolution			
Print Name: _____	Print Title: _____	Designee? Y N If yes, attach letter of designation from authorized representative.	

Appendix G - Sample Grant Agreement

State of California - The Natural Resources Agency

Grantee Name:

Project Title:

Agreement Number:

Authority: Water Quality, Supply, and Infrastructure Improvement Act of 2014

Program: Central Valley Project Improvement Act (CVPIA) Grant Program – Proposition 1

PROJECT DESCRIPTION

Basic Project Description

A detailed Project Scope and activities, project schedule and Project Budget are described and attached hereto as Exhibit A.

In accordance with the provisions contained in the Central Valley Project Improvement Act Grant Program and this Agreement, Grant Funds are to be used to measurably increase or make more reliable water deliveries to one or more of the wildlife habitat areas identified in the CVPIA Refuge Water Supply Program.

TERMS AND CONDITIONS OF GRANT

Special Provisions

1. Recipients of Grant Funds shall post signs acknowledging the source of the funds pursuant to the CVPIA Grant Program Guidelines and Application (Application Guidelines). Size, location and number of signs shall be determined by the State. Required signage must be in place before Grant Funds for construction will be released.
2. Upon completion of detailed project design, plans and specifications, Grantee shall provide to the State for review and approval a revised detailed Project Budget, Project Scope and detailed site plan. Approval by the State of such plans and specifications, or any other approvals provided for in this Agreement, shall be for scope of work as described in Exhibit A and shall not relieve Grantee of the obligation to construct and maintain the facilities, or carry out any other obligations required by this Agreement, in accordance with applicable law or any other standards ordinarily applied to such work or activity.
3. The Grantee may be required to record Deed Restrictions, incorporating by reference this Grant Agreement and giving public notice that the Grantee received Funds under this Agreement in order to assist Grantee in developing the real property and that, in consideration for the receipt of the Grant Funds, the Grantee has agreed to the terms of this Agreement.
4. As conditions precedent to the State's obligation to make any construction funding available pursuant to this Agreement, Grantee shall first provide evidence of compliance with CEQA by XX/XX/20XX.
5. If the Grantee is a nonprofit organization and ceases to exist, all of its rights, title and interest in the real property shall vest in the State of California. The State may, at its discretion, identify an appropriate public or private entity to accept the right, title and interest in the real property in lieu of the State.

6. As conditions precedent to the State's obligation to make any funding available pursuant to this Agreement, Grantee shall first provide evidence of adequate land tenure and evidence that the project will be operated and maintained for a minimum of XX years satisfactory to the State for all land to be improved under this Agreement.
7. Other Special Provisions if applicable.

General Provisions

A. Definitions

1. The term "Act" means Proposition 1, Water Quality, Supply, and Infrastructure Improvement Act of 2014.
2. The term "Agreement" means this Grant Agreement.
3. The term "Application" means the individual application form, its required attachments for grants pursuant to the enabling legislation and/or program and any applicable materials supplied by applicant to the Natural Resources Agency prior to award.
4. The term "Application Guidelines" means the Central Valley Project Improvement Act (CVPIA) Grant Program Guidelines and Application.
5. The term "Development" means improvement, rehabilitation, restoration, enhancement, preservation, and protection or other similar activities.
6. The term "Fair Market Value" means the value placed upon the water or water rights as supported by an appraisal that has been reviewed and approved by the California Department of General Services (DGS).
7. The term "Grant" or "Grant Funds" means the money provided by the State to the Grantee in this Agreement.
8. The term "Grantee" means an applicant who has a signed agreement for Grant Funds.
9. The term "Other Sources of Funds" means cash or in-kind contributions that are required or used to complete the CVPIA project beyond the Grant Funds provided by this Agreement.
10. The term "Payment Request Form" means Form RA212.
11. The term "Project" means the Development activity described in the application as modified by Exhibit A to be accomplished with Grant Funds.
12. The term "Project Budget" means the State approved cost estimate included as Exhibit A to this Agreement.
13. The term "Project Scope" means the description or activity for work to be accomplished by the CVPIA Project.
14. The term "Public Agency" means any State of California department or agency, a county, city, public district or public agency formed under California law.
15. The term "State" means the Secretary for Natural Resources or his/her representatives, or other political subdivision of the State.

B. Project Execution

1. Subject to the availability of funds in the Act, the State hereby grants to the Grantee a sum of money (Grant Funds) not to exceed the amount stated on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of Project in this Agreement and its attachments and under the Terms and Conditions set forth in this Agreement.
2. Grantee shall furnish any and all additional funds that may be necessary to complete the Project.
3. Grantee shall complete the Project in accordance with the Project Performance Period set forth on the signature page, unless an extension has been formally granted by the State and under the Terms and Conditions of this Agreement. Extensions may be requested in advance and will be considered by State, at its sole discretion, in the event of circumstances beyond the control of the Grantee, but in no event beyond **May 1, 2021**.
4. Grantee shall at all times ensure that Project complies with the California Environmental Quality Act (CEQA) (Public Resources Code, Division 13, commencing with section 21000, et. seq., Cal Code Regs tit. 14, section 15000 et. seq.) and all other environmental laws, including but not limited to obtaining all necessary permits. Grant Funds will not be disbursed before the close of the period for legal challenge under CEQA.

Grant Funds for planning and document preparation may be available sooner if included in the grant Project Scope (Exhibit A) and approved by the State. CEQA compliance shall be completed within one (1) year from the Grant Agreement start date, unless an extension is granted by the State.

Changes to the scope resulting from CEQA compliance are permitted provided the State determines that the project continues to meet all objectives of the CVPIA Grant Program and is consistent with the intent cited in the original Application.

If a grantee's project is disapproved on grounds related to the Natural Resource Agency's CEQA determination, the grantee shall have the option of either: (1) reimbursing the Natural Resource Agency for all State-reimbursed preliminary costs (e.g., planning, design, etc.), or (2) relinquishing any planning/design documents, including all copies, reproductions, and variations resulting from said funding, without a license to use or otherwise retain in any form.

5. Projects must comply with any applicable laws pertaining to prevailing wage and labor compliance.
6. Grantee certifies that the Project does and will continue to comply with all current laws and regulations which apply to the Project, including, but not limited to, legal requirements for construction contracts, building codes, environmental laws, health and safety codes, and disabled access laws. Grantee certifies that, prior to commencement of construction, all applicable permits and licenses (e.g., state contractor's license) will have been obtained.
7. Grantee shall provide access by the State upon 24 hours' notice to determine if Project work is in accordance with the approved Project Scope, including a final inspection upon Project completion.
8. Prior to the commencement of any work, Grantee agrees to submit in writing to the State for prior approval any deviation from the original Project Scope per Exhibit A and the Application. Changes in Project Scope must continue to meet the need cited in the original application or they will not be approved. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval. Any modification or alteration in the Project must also comply with all current laws and regulations, including but not limited to CEQA.
9. Grantee must have (1) fee title, (2) leasehold, or (3) other interest to Project lands and demonstrate to the satisfaction of the State that the proposed Project will provide public benefits that are commensurate

with the type and duration of the interest in land. Any acquisition of Project lands by Grantee following award shall not involve eminent domain proceedings or threat of eminent domain proceedings.

10. Grantee shall promptly provide photographs of the site during and after implementation of Project at the request of the State.

C. Project Costs

1. Any Grant Funds provided to Grantee under this Agreement will be disbursed for eligible costs, on a reimbursement basis, as follows, but shall not exceed in any event the amount set forth on the signature page of this Agreement:
 - a. Approved direct management costs or construction and Development costs. Up to ten percent (10%) of the reimbursement amount will be held back and issued as a final payment upon completion of the Project.
 - b. Remaining Grant Funds shall be paid up to the total amount of the Grant Funds or the actual Project cost, whichever is less, upon completion of the Project, receipt of a detailed summary of Project costs from the Grantee found to be satisfactory by the State, and the satisfactory completion of a site inspection by the State.
2. Payment Documentation:
 - a. All payment requests must be submitted using a completed Payment Request Form. This form must be accompanied by an itemized list of all expenditures that clearly documents the check numbers, dates, recipients, line-item description as described in the Project Budget approved by the State and amounts. Each payment request must also include proof of payment such as receipts, paid invoices, canceled checks or other forms of documentation demonstrating payment has been made.
 - b. Any payment request that is submitted without the required itemization and documentation will not be authorized. If the payment request package is incomplete, inadequate or inaccurate, the State will inform the Grantee and hold the payment request until all required information is received or corrected. Any penalties imposed on the Grantee by a contractor, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.
3. Grant Funds in this award have a limited period in which they must be expended. Grantee expenditures funded by the State must occur within the time frame of the Project Performance Period as indicated in this Agreement.
4. Except as otherwise provided herein, the Grantee shall expend Grant Funds in the manner described in the Exhibit A approved by the State. The total dollars of a category in the Project Budget may be increased by up to ten percent (10%) through a reallocation of funds from another category, without approval by the State. However, the Grantee shall notify the State in writing when any such reallocation is made, and shall identify both the item(s) being increased and those being decreased. Any cumulative increase or decrease of more than ten percent (10%) from the original budget in the amount of a category must be approved by the State. In any event, the total amount of the Grant Funds may not be increased, nor may any adjustments exceed the limits for management costs as described in the Application Guidelines.

D. Project Administration

1. Grantee shall promptly submit written Project reports and/or photographs upon request by the State. In any event Grantee shall provide the State a report showing total final Project expenditures with the final payment request and required closing documents.

2. Grantee shall make property and facilities acquired or developed pursuant to this Agreement available for inspection upon request by the State.
3. Grantee shall use any income earned by the Grantee from use of the Project to further Project purposes, or, if approved by the State, for related purposes within the jurisdiction.
4. Grantee shall submit all documentation for Project completion, including a notice of completion as applicable and final reimbursement within ninety (90) days of Project completion, but in no event any later than **May 1, 2021**.
5. Final payment is contingent upon State verification that Project is consistent with Project Scope as described in Exhibit A, together with any State approved amendments.
6. This Agreement may be amended by mutual agreement in writing between Grantee and State. Any request by the Grantee for amendments must be in writing stating the amendment request and reason for the request. The Grantee shall make requests in a timely manner and in no event less than sixty (60) days before the effective date of the proposed amendment.
7. Grantee must report to the State all sources of other funds for the Project.

E. Project Termination

1. Prior to the completion of Project construction, either party may terminate this Agreement by providing the other party with thirty (30) days' written notice of such termination. The State may also terminate this Grant Agreement for any reason at any time if it learns of or otherwise discovers that there is a violation of any state or federal law or policy by Grantee which affects performance of this or any other grant agreement or contract entered into with the State.
2. If the State terminates without cause the Agreement prior to the end of the Project Performance Period, the Grantee shall take all reasonable measures to prevent further costs to the State under this Agreement. The State shall be responsible for any reasonable and non-cancelable obligations incurred by the Grantee in the performance of the Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.
3. If the Grantee fails to complete the Project in accordance with this Agreement, or fails to fulfill any other obligations of this Agreement prior to the termination date, the Grantee shall be liable for immediate repayment to the State of all amounts disbursed by the State under this Agreement, plus accrued interest and any further costs related to the Project. The State may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed provided that the State determines it is in the State's best interest to do so. This paragraph shall not be deemed to limit any other remedies available to the State for breach of this Agreement.
4. Failure by the Grantee to comply with the terms of this Agreement or any other Agreement under the Act may be cause for suspension of all obligations of the State hereunder.
5. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for suspending all obligations of the State hereunder if, in the judgment of the State, such failure was due to no fault of the Grantee. At the discretion of the State, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
6. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Agreement, is the acquisition of land for CVPIA or the restoration, protection and development of CVPIA for the people of the State of California, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of Grant Funds under the provisions of this Agreement, the Grantee agrees that payment by the Grantee to the State of an

amount equal to the amount of the Grant Funds disbursed under this Agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this Agreement. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the State.

F. Hold Harmless

1. Grantee shall waive all claims and recourses against the State, including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement, except claims arising from the gross negligence of the State, its officers, agents and employees.
2. Grantee shall indemnify, hold harmless and defend State, its officers, agents and employees in perpetuity against any and all claims, demands, damages, costs, expenses or liability costs arising out of the Project, including Development, construction, operation or maintenance of the property described in the Project description which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise, including but not limited to items to which the Grantee has certified, except for liability arising out of the gross negligence of State, its officers, agents or employees. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.
3. Grantee and State agree that in the event of judgment entered against the State and Grantee because of the gross negligence of the State and Grantee, their officers, agents or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

G. Financial Records

1. Grantee shall maintain satisfactory financial accounts, documents and records for the Project and to make them available to the State for auditing at reasonable times. Grantee shall also retain such financial accounts, documents and records for three (3) years after final payment and one (1) year following an audit.
2. Grantee agrees that during regular office hours, the State and its duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the Grantee pertaining to this Agreement or matters related thereto. Grantee shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement.
3. Grantee shall use applicable Generally Accepted Accounting Principles, unless otherwise agreed to by the State.

H. Use of Facilities

1. The real property (including any portion of it or any interest in it) may not be sold or transferred without the written approval of the State of California, acting through the Natural Resources Agency, or its successor, provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained.
2. Grantee shall maintain, operate and use the Project in fulfillment of the purpose funded pursuant to this Grant for a minimum of XX YEARS, consistent with the Land Tenure/Site Control requirements included in the Application Guidelines. The Grantee, or the Grantee's successor in interest in the property, may assign without novation the responsibility to maintain and operate the property in accordance with this requirement only with the written approval of the State. Grantee may be excused from its obligations for operation and maintenance of the Project site only upon the written approval of the State for good

cause. "Good cause" includes, but is not limited to, natural disasters that destroy the Project improvements and render the Project obsolete or impracticable to rebuild.

3. Grantee shall use the property for the purposes for which the Grant was made and shall make no other use or sale or other disposition of the property. This Agreement shall not prevent the transfer of the property from the Grantee to a Public Agency, if the successor Public Agency assumes the obligations imposed by this Agreement.
4. If the use of the property is changed to a use that is not permitted by the Agreement, or if the property is sold or otherwise disposed of, at the State's sole discretion, an amount equal to (1) the amount of the Grant (2) the Fair Market Value of the real property, or (3) the proceeds from the sale or other disposition, whichever is greater, may be reimbursed to the State. If the property sold or otherwise disposed of is less than the entire interest in the property funded in the Grant, an amount equal to either the proceeds from the sale or other disposition of the interest or the Fair Market Value of the interest sold or otherwise disposed of, whichever is greater, shall be reimbursed to the State.
5. The Grantee shall not use or allow the use of any portion of the real property for mitigation without the written permission of the State.
6. The Grantee shall not use or allow the use of any portion of the real property as security for any debt.

I. Nondiscrimination

1. During the performance of this grant, grantee and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any person because of sex, sexual orientation, race, color, religious creed, marital status, denial of family and medical care leave, ancestry, national origin, medical condition (cancer/genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation. Grantee and subcontractors shall ensure that the evaluation and treatment of all persons, and particularly their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs, tit. 2, §7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990 (a)–(f), are incorporated into this grant by reference and made a part hereof as if set forth in full (Cal. Code Regs, tit. 2, §7285.0 et seq.). Grantee shall include this non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the grant.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable difference in admission or other fees may be maintained on the basis of residence and pursuant to law.

J. Application Incorporation

The Grant Guidelines and the Application and any subsequent changes or additions to the Application approved in writing by the State are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

K. Severability

If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

L. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of or excuse of any other, different or subsequent breach by either party.

M. Assignment

Except as expressly provided otherwise, this Agreement is not assignable by the Grantee either in whole or in part.

N. Disputes

If the Grantee believes that there is a dispute or grievance between Grantee and the State arising out of or relating to this Agreement, the Grantee shall first discuss and attempt to resolve the issue informally with the Agency Grants Administrator. If the issue cannot be resolved at this level, the Grantee shall follow the following procedures:

1. If the issue cannot be resolved informally with the Agency Grants Administrator, the Grantee shall submit, in writing, a grievance report together with any evidence to the Deputy Assistant Secretary for Bonds and Grants for the Natural Resources Agency. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Grantee's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Grantee, the Deputy Assistant Secretary shall make a determination on the issue(s) and shall respond in writing to the Grantee indicating the decision and reasons therefore. Should the Grantee disagree with the Deputy Assistant Secretary's decision, the Grantee may appeal to the Assistant Secretary for Administration and Finance for the Natural Resources Agency.
2. The Grantee must submit a letter of appeal to the Assistant Secretary explaining why the Deputy Assistant Secretary's decision is unacceptable. The letter must include, as an attachment, copies of the Grantee's original grievance report, evidence originally submitted, and response from the Deputy Assistant Secretary. The Grantee's letter of appeal must be submitted within ten (10) working days of the receipt of the Deputy Assistant Secretary's written decision. The Assistant Secretary or designee shall, within twenty (20) working days of receipt of Grantee's letter of appeal, review the issues raised and shall render a written decision to the Grantee. The decision of the Assistant Secretary or designee shall be final.

O. Audit Requirements

CVPIA Projects are subject to audit by the State annually and for three (3) years following the final payment of Grant Funds. The audit shall include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the Project for which the Grant Funds were granted.

END OF GUIDELINES



EDMUND G. BROWN JR., Governor
JOHN LAIRD, Secretary for Natural Resources