

**CITY OF GREENFIELD  
ARROYO SECO GROUNDWATER SUSTAINABILITY AGENCY  
ADVISORY COMMITTEE MEETING**

**OCTOBER 14, 2020 @ 1:00 P.M.**

Attendance and Public Comment Changes Due to COVID-19

The Arroyo Seco Groundwater Sustainability Agency (ASGSA) Advisory Committee will be conducting a meeting on October 14, 2020. Given the current Shelter-in-Place Order covering Monterey County and the Social Distance Guidelines issued by Federal, State, and Local Authorities, the Agency is implementing the following changes for attendance and public comment.

The Agency meeting to be held on October 14, 2020 at 1:00 p.m. via Zoom:

Please click the link below to join the webinar:

Please click the link below to join the webinar:

<http://gsameeting.ci.greenfield.ca.us>

Meeting ID: 880 1777 9995

Passcode: 935723

Or iPhone one-tap :

US: +16699006833,,88017779995#,,,,,0#,,935723# or +13462487799,,88017779995#,,,,,0#,,935723#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 669 900 6833 or +1 346 248 7799 or +1 253 215 8782 or +1 929 205 6099 or +1 301 715 8592 or  
+1 312 626 6799

Meeting ID: 880 1777 9995

Passcode: 935723

Unfortunately, physical attendance by the public cannot be accommodated given the current circumstances and the need to ensure the health and safety of the Agency Board, staff, and the public as a whole.

If you wish to make a general public comment or public comment on a particular item on the agenda, **you must submit your public comments by e-mail to:** [cityclerk@ci.greenfield.ca.us](mailto:cityclerk@ci.greenfield.ca.us). In the subject line of the e-mail, please state your name and the item you are commenting on. If you wish to submit a public comment on more than one agenda item, please send a separate e-mail for each item you are commenting on. Please be aware that written public comments, including your name, may become public information. Additional requirements for submitting public comments by e-mail are provided below.

**General Public Comments & Comments on Agency Business Items**

There will be time for questions, answers and discussion following the presentation. If there are a large number of participants, we might need to mute everyone globally and un-mute individuals when it is their turn to talk. You can unmute yourself by clicking (on/off) the microphone icon in the frame that shows your picture. To indicate that you would like to speak, you can literally raise your hand so that your camera sees it, click on the "raise hand" tool, or send the host a message in the "chat" window (another tool on the Zoom toolbar).

For general public comments regarding specific Agency Business Items, all public comments must be received by e-mail no later than 12:30 p.m. on October 14, 2020. Comments received by this time will be read aloud by a staff member during the applicable agenda item, provided that such comments may be read within the normal three (3) minutes allotted to each speaker. Any portion of your comment extending past three (3) minutes may not be read aloud due to time restrictions. If a general public comment or comment on a business item is received after 12:30 p.m., efforts will be made to read your comment into the record. However, staff cannot guarantee that written comments received after 12:30 will be read. All written comments that are not read into the record will be made part of the meeting minutes, provided that such comments are received prior to the end of the Agency meeting.

### **Public Hearings**

For public comment on a public hearing, all public comments must be received by the close of the public hearing period. All comments received by the close of the public hearing period will be read aloud by a staff member during the applicable agenda item, provided that such comments may be read within the normal three (3) minutes allotted to each speaker. Any portion of your comment extending past three (3) minutes may not be read aloud due to time restrictions. If a comment on a public hearing item is received after the close of the public hearing, such comment will be made part of the meeting minutes, provided that such comment is received prior to the end of the meeting.

**\*PLEASE BE AWARE THAT ANY PUBLIC COMMENTS RECEIVED THAT DO NOT SPECIFY A PARTICULAR AGENDA ITEM WILL BE READ ALOUD DURING THE GENERAL PUBLIC COMMENT PORTION OF THE AGENDA.\***

The Agency thanks you for your cooperation in advance. Our community's health and safety is our highest priority.

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**ASGSA**  
**Advisory Committee Meeting**  
Greenfield Civic Center  
599 El Camino Real  
Greenfield, CA 93927

**Meeting Agenda**  
**October 14, 2020**  
**1:00 P.M.**

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**Your courtesy is requested to help our meeting run smoothly.**

Please follow the following rules of conduct for public participation in the meetings:

- Refraining from public displays or outbursts such as unsolicited applause, comments or cheering.
- Any disruptive activities that substantially interfere with the ability of the Agency to carry out its meeting will not be permitted, and offenders will be requested to leave the meeting.

**PLEASE TURN OFF CELL PHONES AND PAGERS**

**The Arroyo Seco Groundwater Sustainability Agency Advisory Committee Meeting will be conducting its special meeting on October 14, 2020. Given the current Shelter-in-Place Order covering Monterey County and the Social Distance Guidelines issued by Federal, State, and Local Authorities, the Agency is implementing changes for attendance and public comment. The Groundwater Sustainability Agency meeting to be held on October 14, 2020 at 1:00 p.m. will only be accessible online. Please review the Agency's Attendance and Public Comments Changes Due to COVID-19 for further information.**

- 1. PUBLIC COMMENTS REGARDING ITEMS ON THE AGENDA –** A three-minute time limit may be imposed on all speakers. **PLEASE NOTE:** Given the current Shelter-in-Place Order covering Monterey County and the Social Distance Guidelines issued by Federal, State, and Local Authorities, the Agency is implementing changes for attendance and public comment. Please review the Agency's Attendance and Public Comments Changes Due to COVID-19 for additional information. Please be further aware that all public comments must be submitted via email to the following email address: [cityclerk@ci.greenfield.ca.us](mailto:cityclerk@ci.greenfield.ca.us).
- 2. APPROVAL OF MINUTES OF THE AUGUST 12, 2020 SPECIAL MEETING**
- 3. REVIEW OF JOINT DEPARTMENT OF WATER RESOURCES GRANT, SCOPE AND CONTRACT**
  - a. Staff Report
  - b. Public Comments
  - c. Committee – Review / Comments / Action

**4. CONSIDERATION OF ARROYO SECO GROUNDWATER SUSTAINABILITY AGENCY / SALINAS VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY COORDINATION SUBCOMMITTEE'S RECOMMENDED KEY ELEMENTS OF IMPLEMENTATION FOR THE ARROYO SECO MANAGEMENT AREA**

- a. Oral Report
- b. Public Comments
- c. Committee – Review / Comments / Action

**5. RECEIVE GENERAL MANAGER'S REPORT**

- a. Oral Report
- b. Public Comments
- c. Committee – Review / Comments / Action

**6. ADJOURNMENT**

In compliance with the American With Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at (831) 674-5591. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to the meeting (CFR 35.102-35.104 ADA Title II).

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This agenda is duly posted outside City Hall and on the City of Greenfield web site

ASGSA  
Advisory Committee Special Meeting  
Minutes, August 12, 2020

Those in attendance: Committee members Allan Panziera, Michael Griva, Jim Thorp, Nancy Isakson, Jerry Lohr, Mary Lerner, Roger Moitoso, Tim Frahm, Travis Cochran and General Manager Curtis Weeks.

1. Public Comments: none
2. Approval of Minutes of the July 8 10, 2020 meeting:

Action: Roger Moitoso made a motion to approve, Jerry Lohr seconded it; and motion passed.

3. Update on the Coordination Agreement with the Salinas Valley Basin Groundwater Sustainability Agency:

Curtis Weeks provided a presentation on the progress being made regarding the Coordination Agreement. He stated the primary areas of focus of the agreement will be:

1. Technical discussion between the two agencies;
2. Management Area boundaries
3. Management

He hopes to bring something back to the advisory committee at its next meeting in September.

There was no public comment.

Action: No action, the Committee received the report

4. General Manager's Report: Curtis Weeks said there wasn't anything other than above.

Comments: Tim Frahm asked about an update and status on the Grant with the SVBGSA from DWR, and any deliverables that are to be met by the ASGSA. Curtis said he would bring this information back to the Advisory Committee at its next meeting.

No public comment

Meeting adjourned

Respectfully Submitted,

Nancy Isakson

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA  
(DEPARTMENT OF WATER RESOURCES) AND  
SALINAS VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY  
AGREEMENT NUMBER 4600012744  
SUSTAINABLE GROUNDWATER PLANNING (SGWP) GRANT  
AMENDMENT #1**

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or "DWR" and the Salinas Valley Basin Groundwater Authority Sustainability Agency, a public agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee," which parties do hereby agree as follows:

- 1) **PURPOSE.** The State shall provide funding from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) and the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 (Proposition 68) to assist the Grantee in financing the Salinas Valley Basin Groundwater Sustainability Plans (GSP) (Project) that will improve sustainable groundwater management, pursuant to Water Code Section 79700 et seq. The provision of State funds pursuant to this Agreement shall result in an adopted GSP by the applicable Groundwater Sustainability Agency (GSA) and submitted to the Department of Water Resources (DWR) via the Sustainable Groundwater Management Act (SGMA) GSP Submittal Portal for review. The provisions of State funds does not guarantee adoption of the GSP by the applicable GSA or that the GSP will meet all of the evaluation and assessment criteria when submitted to DWR as required by SGMA and implementing regulations.
- 2) **TERM OF GRANT AGREEMENT.** The term of this Grant Agreement begins on the date this Grant Agreement is executed by the State, through final payment plus three (3) years unless otherwise terminated or amended as provided in this Grant Agreement. However, all work shall be completed by OCTOBER 31, 2022 in accordance with the Schedule as set forth in Exhibit C and no funds may be requested after DECEMBER 31, 2022.
- 3) **GRANT AMOUNT.** The maximum amount payable by the State under this Grant Agreement shall not exceed \$4,100,424.
- 4) **GRANTEE COST SHARE.** The Grantee is required to provide a Local Cost Share (non-State funds) as set forth in Exhibit B (Budget). Local Cost Share may include Eligible Project Costs directly related to Exhibit A incurred after January 1, 2015, for Proposition 1 funds and incurred after May 18, 2016, for Proposition 68 funds.
- 5) **BASIC CONDITIONS.** The State shall have no obligation to disburse money for the Project under this Grant Agreement until the Grantee has satisfied the following conditions (if applicable):
  1. Prior to execution of this Grant Agreement, selected applicants (Groundwater Sustainability Agency) for GSP Development projects must submit evidence of a notification to the public and DWR prior to initiating development of a GSP in compliance with California Code of Regulations, title 23, Section 350 et seq. (GSP Regulations) and Water Code Section 10727.8.
  2. The Grantee must demonstrate compliance with all eligibility criteria as set forth in the 2015 Grant Program Guidelines, 2017 Program Guidelines, and 2019 Program Guidelines for the Sustainable Groundwater Management (SGM) Grant Program.
  3. For the term of this Grant Agreement, the Grantee submits Quarterly Progress Reports, associated invoices, and invoice backup documentation within 60 days following the end of the calendar quarter (e.g. submitted by May 30, August 30, December 30, and February 28) and all other deliverables as required by Paragraph 16, "Submission of Reports" and Exhibit A.
  4. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State:

- a. Final plans and specifications certified, signed, and stamped by a California Registered Civil Engineer as to compliance for each approved project as listed in Exhibit A of this Grant Agreement.
- b. Work that is subject to the California Environmental Quality Act (CEQA) and or environmental permitting shall not proceed under this Grant Agreement until the following actions are performed:
  - (1) The Grantee submits to the State all applicable environmental permits as indicated on the Environmental Information Form to the State,
  - (2) Documents that satisfy the CEQA process are received by the State,
  - (3) The State has completed its CEQA compliance review as a Responsible Agency, and
  - (4) The Grantee receives written concurrence from the State of Lead Agency's CEQA document(s) and State notice of verification of environmental permit submittal.

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

- c. A monitoring plan as required by Paragraph 18, "Monitoring Plan Requirements", if applicable for Implementation Components/Project(s).
- 6) DISBURSEMENT OF FUNDS. The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to the Grantee under this Grant Agreement shall be deposited in a non-interest bearing account and shall be used solely to pay Eligible Project Costs.
- 7) ELIGIBLE PROJECT COST. The Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget". Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, project construction, and/or any other scope of work efforts as described in Exhibit A. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement.

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

1. Costs associated with the formation of a GSA(s).
2. Costs, other than those noted above, incurred prior to the award date of this Grant.
3. Costs for preparing and filing a grant application.
4. Operation and maintenance costs, including post construction performance and monitoring costs.
5. Purchase of equipment that is not an integral part of a project.
6. Establishing a reserve fund.
7. Purchase of water supplies.

8. Monitoring and assessment costs for efforts required after project construction is complete.
  9. Replacement of existing funding sources for ongoing programs.
  10. For all Proposition 68 grant funds, travel and per diem costs.
  11. Support of existing agency requirements and mandates (e.g., punitive regulatory agency requirement).
  12. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or land purchased prior to the execution date of this Grant Agreement.
  13. Overhead and indirect costs. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee; non-project-specific accounting and personnel services performed within the Grantee's organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; and, generic overhead or markup. This prohibition applies to the Grantee and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.
- 8) METHOD OF PAYMENT. After the disbursement requirements in Paragraph 5 "Basic Conditions" are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee via U.S. mail or Express mail delivery of a "wet signature" invoice or an electronic invoice certified and transmitted via DocuSign for costs incurred, including Local Cost Share, and timely Quarterly Progress Reports as required by Paragraph 16, "Submission of Reports." Payment will be made no more frequently than quarterly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Invoices must accompany a Quarterly Progress Report and shall be submitted within 60 days following the end of the calendar quarter (i.e. invoices due May 30, August 30, December 30, and February 28). The State will notify the Grantee, in a timely manner, whenever, upon review of an Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Grantee shall include the following information:

1. Costs incurred for work performed in implementing the project during the period identified in the particular invoice.
2. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.
3. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:
  - a. Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
  - b. Invoices must be itemized based on the categories (i.e., tasks) specified in the Exhibit B. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
  - c. One set of sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.

- d. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Grant Amount" and those costs that represent the Grantee's costs, as applicable, in Paragraph 4, "Grantee Cost Share."
- e. Original signature and date (in ink) of the Grantee's Project Representative. Submit the original "wet signature" copy of the invoice form or an electronic signature certified and transmitted via DocuSign from the authorized representative to the address listed in Paragraph 23, "Project Representative."

All invoices submitted shall be accurate and signed under penalty of perjury. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Exhibit D and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 489-490.)

9) ADVANCED PAYMENT. Not Applicable.

10) REPAYMENT OF ADVANCES. Not Applicable.

11) WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 13, "Continuing Eligibility," the portion that has been disbursed shall thereafter be repaid immediately with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State. The State may consider the Grantee's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 12, "Default Provisions." If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

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

1. Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between the Grantee and the State evidencing or securing the Grantee's obligations;
2. Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement;
3. Failure to operate or maintain the Project in accordance with this Grant Agreement.
4. Failure to make any remittance required by this Grant Agreement, including any remittance recommended as a result of an audit conducted pursuant to Paragraph D. 5.
5. Failure to comply with Labor Compliance Plan requirements.
6. Failure to submit quarterly progress reports pursuant to Paragraph 5.
7. Failure to invoice the State pursuant to Paragraph 5.

8. Failure to meet any of the requirements set forth in Paragraph 13, "Continuing Eligibility."

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

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

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

13) CONTINUING ELIGIBILITY. The Grantee must meet the following ongoing requirement(s) and all eligibility criteria outlined in the 2015 and 2019 Guidelines and 2017 and 2019 Proposal Solicitation Packages to remain eligible to receive State funds:

1. The Grantee must continue to demonstrate eligibility by continuing to be a GSA or a member agency of a GSA and the groundwater basin must continue to be an eligible basin as outlined in the 2015 and 2019 Guidelines and the 2017 and 2019 Proposal Solicitation Packages (PSPs).
2. An urban water supplier that receives grant funds pursuant to this Grant Agreement must maintain compliance with the Urban Water Management Planning Act (UWMP; Wat. Code, § 10610 et seq.) and Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.) by doing the following:
  - a. Have submitted their 2015 UWMP and had it deemed consistent by DWR. If the 2015 UWMP has not been submitted to DWR funding disbursements to the urban water supplier will cease until the 2015 UWMP is submitted. If the 2015 UWMP is deemed inconsistent by DWR, the urban water supplier will be ineligible to receive funding disbursements until the inconsistencies are addressed and DWR deems the UWMP consistent. For more information, visit the following website: <https://www.water.ca.gov/Programs/Water-Use-And-Efficiency/Urban-Water-Use-Efficiency/Urban-Water-Management-Plans>.
  - b. All urban water suppliers must submit documentation that demonstrates they are meeting the 2015 interim gallons per capita per day (GPCD) target. If not meeting the interim target, the Grantee must submit a schedule, financing plan, and budget for achieving the GPCD target, as required pursuant to Water Code Section 10608.24. Urban water suppliers that did not meet their 2015 interim GPCD target must also submit annual reports that include a schedule, financing plan, and budget for achieving the GPCD target by June 30 of each year.
3. An agricultural water supplier receiving grant funding must:
  - a. Comply with Sustainable Water Use and Demand Reduction requirements outlined in Water Code Section 10608, et seq. Submit to the State a schedule, financing plan, and budget for implementation of the efficient water management practices, required pursuant to Water Code Section 10608.48.
  - b. Have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR. To maintain eligibility and continue funding disbursements, an agricultural water supply must have their 2015 AWMP identified on the State's website. For more information, visit the following website: <https://www.water.ca.gov/Work-With-Us/Grants-And-Loans/Agriculture-Water-Use-Efficiency>.

4. The Grantee diverting surface water must maintain compliance with diversion reporting requirements as outlined in Part 5.1 of Division 2 of the Water Code.
  5. If applicable, the Grantee must demonstrate compliance with the Groundwater Management Act set forth on pages 7 and 8 of the 2015 SGWP Grant Program Guidelines, dated October 2015.
  6. Grantees that have been designated as monitoring entities under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program must maintain reporting compliance, as required by Water Code Section 10932 and the CASGEM Program.
- 14) PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS. The Grantee shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project(s). The Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental, procurement, and safety laws, rules, regulations, and ordinances. The Grantee shall provide copies of permits and approvals to the State.
- 15) RELATIONSHIP OF PARTIES. If applicable, the Grantee is solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by the State is solely for the purpose of proper administration of funds by the State and shall not be deemed to relieve or restrict responsibilities of the Grantee under this Grant Agreement.
- 16) SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to the State. All reports shall be submitted to the State's Project Manager, and shall be submitted via Department of Water Resources (DWR) "Grant Review and Tracking System" (GRanTS). If requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F. The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State of a Project Completion Report is a requirement for the release of any funds retained for such project.
1. Quarterly Progress Reports: The Grantee shall submit Quarterly Progress Reports to meet the State's requirement for disbursement of funds. Quarterly Progress Reports shall be uploaded via GRanTS, and the State's Project Manager notified of upload. The Grantee shall use the Quarterly Progress Reports template provided by the State's Project Manager that shall, in part, provide a brief description of the work performed, Grantees activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Quarterly Progress Report should be submitted to the State no later than four (4) months after the execution of the agreement, with future reports then due May 30, August 30, December 30, and February 28.
  2. Groundwater Sustainability Plan: The Grantee shall submit a Final Groundwater Sustainability Plan (GSP) to DWR by the date as specified per SGMA. The GSP shall be formatted, drafted, prepared, and completed as required by the GSP Regulations, and in accordance with any other regulations or requirements that are stipulated through SGMA.
  3. Coordination Agreement: The Grantee shall provide the State a copy of the executed Coordination Agreement, and any and all supporting documentation. This condition is only required in basins where GSAs develop multiple GSPs pursuant to Water Code section 10727(b)(3). Refer to the GSP Regulations for necessary details and requirements to prepare and submit a Coordination Agreement.

4. Accountability Report: The Grantee shall prepare and submit to the State an Accountability Report on a quarterly basis if the Grantee received an Advanced Payment, consistent with the provisions in Paragraph 9, "Advanced Payment."
  5. Component Completion Report: The Grantee shall prepare and submit to the State a separate Component Completion Report for each project or component included in Exhibit A. The Grantee shall submit a Component Completion Report as outlined in Exhibits A and F. Each Component Completion Report shall include, in part, a description of actual work done, any changes or amendments to each project, and a final schedule showing actual progress versus planned progress, copies of any final documents or reports generated or utilized during a project. The Component Completion Report shall also include, if applicable for Implementation Project(s), certification of final project by a registered civil engineer, consistent with Exhibit D. A "Certification of Project Completion" form will be provided by the State.
  6. Grant Completion Report: Upon completion of the Project included in Exhibit A, the Grantee shall submit to the State a Grant Completion Report. The Grant Completion Report shall be submitted as outlined in Exhibits A and F. The Grant Completion Report shall include reimbursement status, a brief description of each component completed, and how those components will further the goals of the GSP and sustainable groundwater. Retention for the last component, or project, to be completed as part of this Grant Agreement will not be disbursed until the Grant Completion Report is submitted to be approved by the State.
  7. Post-Performance Reports: The Grantee shall prepare and submit to the State Post-Performance Reports on each applicable implementation type Project(s). Post-Performance Reports shall be submitted to the State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of three (3) years after the project begins operation.
- 17) OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects (pertinent to Implementation Projects) and in consideration of the funding made by the State, the Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. The Grantee or their successors may, with the written approval of the State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal by the Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of the State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 12, "Default Provisions."
- 18) MONITORING PLAN REQUIREMENTS. Pertinent to Implementation Projects or Components, a Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. The Monitoring Plan should incorporate items defined and listed in Exhibit K.
- 19) STATEWIDE MONITORING REQUIREMENTS. The Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Wat. Code, § 10780 et seq.) and, where applicable, projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State

Water Resources Control Board. See Exhibit G for web links and information regarding other State monitoring and data reporting requirements.

- 20) NOTIFICATION OF STATE. The Grantee shall promptly notify the State, in writing, of the following items:
1. Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
  2. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by the State's representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.
  3. Applicable to Implementation Projects only, Final inspection of the completed work on a project by a Registered Professional (Civil Engineer, Engineering Geologist, or other State approved certified/license Professional), in accordance with Exhibit D. The Grantee shall notify the State's Project Manager of the inspection date at least 14 calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.
- 21) NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:
1. By delivery in person.
  2. By certified U.S. mail, return receipt requested, postage prepaid.
  3. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
  4. By electronic means.
  5. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U.S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the addresses listed below. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.
- 22) PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, the Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.

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

Department of Water Resources  
Arthur Hinojosa  
Chief, Division of Regional Assistance  
P.O. Box 942836  
Sacramento, CA 94236-0001  
Phone: (916) 653-4736  
E-mail: [Arthur.Hinojosa@water.ca.gov](mailto:Arthur.Hinojosa@water.ca.gov)

Salinas Valley Basin Groundwater Sustainability  
Agency  
Ron Stefani  
Board Chair  
P.O. Box 1350  
Carmel Valley, CA 93924  
Phone: (831) 535-3979  
E-mail: [rstefani@svbgsa.org](mailto:rstefani@svbgsa.org)

Direct all inquiries to the Project Manager:

Department of Water Resources  
Thomas Berg  
Division of Regional Assistance  
3374 East Shields Avenue  
Fresno, CA 93726  
Phone: (559) 230-3359  
E-mail: [Thomas.Berg@water.ca.gov](mailto:Thomas.Berg@water.ca.gov)

Salinas Valley Basin Groundwater Sustainability  
Agency  
Donna Meyers  
General Manager  
P.O. Box 1350  
Carmel Valley, CA 93924  
Phone: (831) 535-3979  
E-mail: [meyersd@svbgsa.org](mailto:meyersd@svbgsa.org)

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

24) STANDARD PROVISIONS. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

Exhibit A – Work Plan

Exhibit B – Budget

Exhibit C – Schedule

Exhibit D – Standard Conditions

Exhibit E – Grantee Resolution

Exhibit F – Report Formats and Requirements

Exhibit G – Requirements for Data Submittal

Exhibit H – State Audit Document Requirements and Cost Share Guidelines for Grantees

Exhibit I – Local Project Sponsors (Not Used)

Exhibit J – Project Location

Exhibit K – Monitoring Plan

CB 4/30/2020

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

STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES

SALINAS VALLEY BASIN GROUNDWATER  
SUSTAINABILITY AGENCY

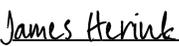
  
\_\_\_\_\_  
Arthur Hinojosa  
Chief, Division of Regional Assistance

  
\_\_\_\_\_  
Donna Meyers  
General Manager

Date 5/5/2020

Date 5/1/2020

Approved as to Legal Form and Sufficiency

  
\_\_\_\_\_  
For  
Robin Brewer, Assistant Chief Counsel  
Office of Chief Counsel

Date \_\_\_\_\_

## EXHIBIT A WORK PLAN

**Project Title:** Salinas Valley Basin GSPs

**Project Description:** The Grantee's service area extends into six of the nine subbasins of the Salinas Valley Basin. The Grantee will develop a GSP for each of the following five subbasins within its service area: 1) the 180/400 Foot Aquifer (180/400), 2) East Side Aquifer (Eastside), 3) Forebay Aquifer (Forebay), 4) Upper Valley Aquifer (Upper Valley), and 5) Langley Area (Langley).

### **Component 1: Administration**

**Implementing Agency:** Salinas Valley Basin GSA

#### **Category (a): Grant Administration**

Manage and administer the project as follows. Prepare and submit invoices to DWR, track task progress and schedule, and manage contracts and budgets associated with the Grant Agreement. Administer and track contracts with consultants or other agencies that are necessary to complete tasks in the Work Plan and compile the required invoice back-up information. Conduct administrative responsibilities associated with the project such as coordinating on at least a biweekly basis with partnering agencies and managing consultants/contractors including set up of conference calls/meetings as needed.

Submit a deliverable due date schedule within 30 days of execution of Amendment 1 of this Agreement or any future amendments, where the amendment would result in a change in the deliverables and/or schedule, for DWR's Project Manager's review and approval. Edits made to the schedule must be approved by the DWR Project Manager in advance.

Prepare draft a Grant Completion Report and submit to DWR for Project Manager's comments and review no later than 90 days prior to the work completion date listed on Page 1, Paragraph 2. Prepare a Final Grant Completion Report addressing the DWR Project Manager's comments and submit within 30 days prior to the work completion date listed on Page 1, Paragraph 2. The reports will be prepared and presented in accordance with the provisions of Exhibit F of this Agreement. All deliverables outlined in Exhibit A are due prior to the Final Grant Completion Report as outlined in the approved deliverable due date schedule.

#### Deliverables:

- Environmental Information Form (EIF)
- Deliverable due date schedule
- Quarterly invoices and associated backup documentation
- Quarterly Project Progress Reports
- Component Completion Reports
- Grant Completion Report

### **Component 2: Salinas Valley Basin GSP Development**

**Implementing Agency:** Salinas Valley Basin GSA

#### **Category (a): Stakeholder Outreach and Coordination**

##### **Task 1. Develop Stakeholder Communication and Engagement Plan**

Combine outreach and engagement for funding mechanism and plan input into a single focused outreach and communication plan supported with bi-lingual materials. Engagement plan includes website update, newsletter development and recommendations for continued engagement and outreach post planning effort.

Deliverables:

- Updated Communication and Stakeholder Engagement Plan

**Task 2. Groundwater Sustainability Plan Public Outreach and Stakeholder Forums**

Conduct a minimum of one Grantee Advisory Committee (“Advisory Committee”) meeting and stakeholder forum to set groundwater management policies and communicating plan progress. Staff will attend each Advisory Committee meeting and public forum informing attendees about plan progress, identify upcoming opportunities for public or Advisory Committee engagement, and receive input on groundwater management policies.

Hold approximately three stakeholder meetings to provide outreach on the Salinas Valley Integrated Hydrologic Model (SVIHM) or comparable model. Share with stakeholders how the SVIHM will be incorporated into the 2022 GSPs and how it affects the 180/400-Foot Aquifer Subbasin GSP components. Gather feedback from stakeholders at these meetings.

Deliverables:

- Meeting presentation materials
- Meeting summary notes and attendance lists
- Meeting announcements

**Task 3. Memorandum of Understanding with the Monterey County Water Resources Agency**

Update the Memorandum of Understanding (MOU) between the Monterey County Water Resources Agency (WRA) and the Grantee to: (1) ensure data, studies, and models developed by the WRA can be utilized to benefit the GSPs and (2) to ensure coordination of water resources management actions undertaken by the Grantee and the WRA. The MOU will set out a structure whereby the two management agencies, though autonomous, will coordinate and benefit each other’s planning and projects.

Deliverables:

- Updated Memorandum of Understanding

**Task 4. Coordinate with Monterey County Water Resources Agency**

Identify and review crucial geohydrology studies; review past and proposed groundwater management actions; and review inputs, outputs, and use of the Salinas Valley Integrated Hydrogeologic Model to insure all interested parties are given the opportunity to understand the science, as well as, the institutional and technical opportunities and constraints affecting groundwater management. A minimum of two meetings and/or workshops will be held. If required, a minimum of one conference call-webcasts/meetings will be held for the critically overdrafted basins early in the schedule, with a minimum of one series of conference call-webcasts/meetings for each of the remaining subbasins occurring later as required.

Deliverables:

- Agendas and Meeting Materials
- Meeting Summary notes and attendance lists

**Task 5. Develop Intrabasin Coordination Agreements as Necessary**

Develop coordination agreements that demonstrate a united hydrologic conceptual model and water budget for each subbasin.

Deliverables:

- Coordination Agreement with Marina Coast Water District GSA as necessary

- Coordination Agreement with Arroyo Seco Basin GSA (ASBGSA)
- Coordination Agreement with City of Marina as necessary
- Summary of coordination efforts

#### **Task 6. Develop Interbasin Coordination Agreements**

Develop Interbasin Coordination Agreements between the Salinas Valley Basin area and adjacent basins managed by the Pajaro Valley Water Management Agency, various GSAs in the County of San Luis Obispo overlying the Paso Robles subbasin, and the adjudicated Seaside subbasin to ensure that the sustainability goals of the different GSPs not interfere with each other and, if possible, complement each other. The GSAs will review available data, models, and the opportunities to share data. The interbasin agreements will have set points where the agencies review and provide input to each other's sustainability goals.

##### Deliverables:

- Interbasin Agreement with Pajaro Valley Water Management Agency
- Interbasin Agreement with GSAs in the County of San Luis Obispo within the Paso Robles Area subbasin

#### **Task 7. Strategic Partnership Scoping with DACs and SDCAs**

Engage Disadvantaged Communities (DACs) and Severely Disadvantaged Communities (SDACs) directly in a strategic discussion on their groundwater-related needs and how the GSPs, projects, and management actions could address needs. Organize education and outreach and develop leadership within communities for longer term input and representation in GSP outcomes. Complete strategic scoping towards the understanding of regional DAC needs and engagement and capacity building.

##### Deliverables:

- Meeting agendas, materials, and minutes included in the quarterly Progress Reports

#### **Task 8. SVBGSA Agency Meetings and Subbasin Planning Committee Meetings**

Review budget and financial implications of activities and provide summaries and recommendations, including on operational issues, to the Board through the Executive and Budget and Finance Committee. Convene a Subbasin Committee for each subbasin GSP developed under this Agreement. The Forebay Subbasin Committee will include representation from ASBGSA. Subbasin Committees will provide input for consideration by the Grantee valley-wide Advisory Committee and Board of Directors and—in the Forebay Subbasin—to the ASBGSA Advisory Committee and Board. Subbasin Committees will meet at least once every three months to discuss GSP content, chapters, and projects and management actions within the subbasin.

Provide input and recommendations to the Grantee's Board on GSP development, implementation, and policies through the Grantee's Advisory Committee. Provide community perspective and inclusive participation in the GSA. Develop reports to the Board, presentations on the GSP chapters or technical material, and any other information the Board requests.

##### Deliverables:

- Meeting agendas, materials, and minutes included in the quarterly Progress Reports

#### **Task 9. Seawater Intrusion Working Group Meetings**

Develop and coordinate a working group to address the issues associated with seawater intrusion. Develop consensus on the current understanding of seawater intrusion in the Salinas Valley, identify data gaps, and

develop a broad-based plan for controlling seawater intrusion. Include local agencies, landowners, stakeholders, and technical experts, with the aim of reaching consensus on the science of seawater intrusion in the Salinas Valley. Develop a comprehensive set of projects and management actions that control seawater intrusion while providing cost effective water supplies for the region. Pull together the best available science, data, and understanding of local seawater intrusion causes and potential resolutions that consider stakeholder input to develop an agreed to approach for managing seawater intrusion.

Deliverables:

- Meeting agendas, materials, and minutes included in the quarterly Progress Reports

**Category (b): GSP Development**

**Task 10. GSP Project Management**

Ensure robust project management to coordinate GSP development that include coordinating between hydrogeologist, groundwater modelers, GIS staff, policy specialists, engineering experts, technical writers, and potentially legal experts, as well as any other necessary staff throughout the entire implementation of the grant and will be focused on the completing draft GSP chapters, connecting GSP development with the stakeholder review processes, and coordinating the GSPs and other Grantee and ASBGSA activities.

Deliverables:

- Summary of activities within the quarterly progress reports

**Task 11. Integration of Management Area into Forebay GSPs**

Collaborate between Grantee and ASBGSA in preparing the Forebay GSPs. Achieve cooperative and sustainable management of the Forebay Subbasin.

Deliverables:

- Summary of alignment between the Management Area and Forebay Subbasin GSP

**Task 12. Development of Water Charges Framework, Projects, and Management Actions**

Prepare a description of a water charges framework, proposed groundwater management actions, and proposed projects for the subbasins. Develop a framework for collecting funds to pay for ongoing administrative and monitoring programs and for projects. In subbasins or management areas where pumping reductions are necessary, the water charges framework can also be used to incentivize pumping reductions. Develop a structure for managing groundwater pumping and funding projects. Evaluate whether pumping needs to be reduced or projects implemented to avoid undesirable results, and the associated amounts of pumping reduction and project funding needed to achieve sustainability.

Deliverables:

- Draft subbasin GSP chapter 9 for Eastside, Forebay, Langley, and Upper Valley Subbasins

**Task 13. Review SVIHM Model and Run Model for 180/400-Foot Aquifer Subbasin**

Use the SVIHM, or comparable model if not available in time, to assess project benefits from the 180/400-Foot Aquifer Subbasin GSP. Revisit the historical, current and projected water budgets. Update the estimated sustainable yield of the Subbasin, as needed. Develop numerical minimum thresholds for the depletions of interconnected surface water. Add interim milestones for groundwater levels. Evaluate benefits of proposed management actions and priority projects. Evaluate the ASBGSA Reservoir Reoperation Analysis. Update the model as needed.

Deliverables:

- Updated maps for the 180/400-Foot Aquifer Foot aquifer Subbasin developed with SVIHM or comparable model

**Task 14. Draft revisions to 180/400-Foot Aquifer Subbasin GSP and Subbasin Integration**

Update the 180/400-Foot Aquifer Subbasin GSP chapters, including the figures. Include results of this task in a review of the 180/400-Foot Aquifer Subbasin GSP and 2-year Interim Update to the GSP. Incorporate additional monitoring data, updating the SMC, documenting any projects or management actions that are being implemented, and identifying adaptive management activities. Include a description of significant new information that has become available to the GSA since GSP adoption, including the results of the SVIHM application, and whether the new information or understanding warrants changes to any aspect of the Plan. Evaluate how the remaining subbasin GSPs interact with the 180/400-Foot Aquifer Subbasin GSP and any resulting changes needed to make them agree. Develop a draft interim update to be reviewed by stakeholders through the Advisory Committee and Board of Directors.

Deliverables:

- 2-year Update to the 180/400-Foot Aquifer Subbasin GSP and Integrated Sustainability Plan

**Task 15. Develop Introductory and Administrative Information for Subbasin Plans**

Develop the introductory and administrative information portions of the Langley, Eastside, Forebay, and Upper Valley subbasin GSPs. This will include the identification of state, federal, and local agencies, as well as the following information:

- Description of the authority of each relating to water resources and land use.
- Develop GIS, maps of the Plan Area.
- Summarize information on jurisdictions, water purveyor service areas, wells in the Plan Area, and existing land use designations.
- Summarize County and City General Plans, and other planning documents affecting land use and water.
- Summarize the County's well permitting process, local well ordinances, and relevant zoning codes and policies that have been adopted by the County or other public agencies.

Deliverables:

- Introduction and administrative information chapter of the GSPs

**Task 16: Incorporate Future Climate Change Scenario Data**

Incorporate future climate change scenario data into the Salinas Valley Integrated Hydrologic Model and run model scenarios with future climate change. The results of these model scenarios will be reviewed and summaries about future climate conditions and the effects of these conditions on future water supply and demand will be written.

Deliverables:

- Summary of Future Climate Conditions and Effects on Water Supply and Demand

**Task 17. Salinas Valley Integrated Hydrologic Model**

Incorporate updated data to the completed Salinas Valley Integrated Hydrologic Model, calibrated for water years 1967 to 2014. This includes adding data for years 2015 through 2017, the climate data from Task 2, calibrating the model for use in the GSP(s) and development of anticipated water demands through 2045.

Updated data to be incorporated may include, but is not limited to:

- Municipal land use patterns
- Cropping patterns and rotations
- Crop coefficients and characteristics
- Applied water
- On-farm irrigation efficiency methods
- Water used for leaching salts and prewetting
- Alterations to local water distribution systems
- Reservoir operations

Deliverables:

- Final Integrated Hydrologic Model documentation

**Task 18. Develop Plan Area and Basin Setting**

Using model documentation and data from previous tasks, prepare a description of the plan area and basin setting. The Plan Area will include a description of land use (existing and projected), existing water resource monitoring and management, parties affected by the GSP, historic and predicted climate, and historic and current water demands and supplies.

Basin Setting will include identification of principal aquifers and aquitards, maps of topography, surficial geology, soils, recharge and discharge areas, other surface water features. This section will also go into current and historical groundwater conditions including groundwater contour maps, flow direction patterns of groundwater movement, hydrographs for monitoring wells, graphs documenting change in storage, discussion on known groundwater quality issues, as well as cross-sections showing seawater intrusion.

Deliverables:

- Draft GSP Chapter on Plan Area, Basin Setting, and Groundwater Conditions

**Task 19. Water Budgets**

Using the Salinas Valley Integrated Hydrologic Model, develop water budgets for the period 1967-2017 including wet, dry, and normal precipitation years. Provide build-out assessment of water demands through year 2045 necessary to estimate future water budgets. Hold a minimum of one meeting with the Advisory Committee and other stakeholders to review the water budgets.

Deliverables:

- Draft GSP Chapter on Water Budgets
- Meeting notes and attendance lists

**Task 20. Establish Basin Sustainable Management Criteria**

Identify sustainable management criteria and metrics to track the sustainability goal, and means of monitoring for undesirable results using minimum thresholds and measurable objectives. Undesirable results for at least six sustainability indicators will be examined: land subsidence, degradation of groundwater quality, loss of surface/groundwater connection, significant reduction in groundwater storage, declining groundwater levels, and seawater intrusion. Following Advisory Committee and stakeholder review of and input to the criteria and metrics, the Board of Directors will provide guidance to finalize the criteria.

Deliverables:

- Draft GSP Chapter on Undesirable Results, Minimum Thresholds, and Measurable Objectives

**Task 21. Establish Monitoring Network**

Evaluate the existing monitoring network and the capability to track progress toward GSP sustainability goals. Specific goals will be to identify monitoring objectives, review the existing monitoring network and identify any additional data needed to track GSP sustainability goals, develop monitoring protocols, develop reporting protocols, and outline a plan for review and improvement of the monitoring network.

Deliverables:

- Documentation describing the monitoring networks for inclusion in GSPs

**Task 22. Management Actions**

Evaluate actions needed to meet sustainability criteria through outreach to the Advisory Committee, beneficial users, the general public, and adjacent GSAs to identify potential management actions. Potential projects and programs will be cataloged and then ranked using a weighting scheme based on cost, potential benefits, reliability, objectives and ability to implement. The most feasible projects/management actions will be modeled. The result will be a prioritized list of projects, programs, and management actions. Meetings specific to each subbasin are proposed to review and take input on management actions and their prioritization. Following Advisory Committee and stakeholder input the Board of Directors will provide guidance to the consultant to finalize the criteria.

Deliverables:

- Draft GSP Chapter on Projects and Management Actions to Achieve Sustainability Goals

**Task 23. Define Plan Implementation Actions**

Develop a plan of action to implement the GSP, including a schedule, estimate of costs to implement the GSP, data management planning, filling data gaps, and the process for periodic evaluation and annual reporting.

Deliverables:

- Draft GSP Chapter on Plan Implementation Actions

**Task 24. Define Management Areas as Necessary**

Establish and describe Management Areas, as necessary. Descriptions of management areas will include:

- The reason for the creating each area,
- The rationale for sustainability criteria in each area,
- The level of monitoring and analysis, and
- How the management areas will avoid undesirable results outside the management area.

Deliverables:

- Draft Management Areas, as necessary

**Task 25. Draft and Final GSPs**

Prepare the executive summary, introduction, agency information, and GSP organization chapters and compile and organize the necessary information to create a First Administrative Draft GSP for circulation, review and comment by the GSA and stakeholders as described below:

Public comment will be taken via a workshop among the Board and Advisory Committee. Based on stakeholder comments the Grantee will prepare a second Draft of the GSP. These drafts will be for review and input by the Board of Directors. Following this review, the Board will give direction about how to create the Public Draft GSPs. A public hearing will be held on the Public Draft GSPs. The GSA prior to plan adoption will

consider the comments received on the Public Draft GSPs. Upon adoption the GSPs will be considered “final”; the adopted GSP will be submitted to DWR for review and approval via the SGMA GSP Submittal Portal and the email response to DWR’s Project Manager.

Deliverables:

- Adopted GSPs
- Copy of adoption resolutions for the 180/400, Eastside, Forebay, Upper Valley, and Langley subbasins
- Proof of submittal of Final GSPs to DWR

**Category (c): Monitoring / Assessment**

**Task 26. Update Data Management System**

Initiate monitoring of the six sustainability criteria immediately upon adoption of the remaining GSPs that relies on existing monitoring programs. Evaluate data from the monitoring programs to ensure progress is being made toward sustainability and identify if undesirable results are occurring. Develop a Data Management System (DMS) to store, review, and upload data collected as part of the GSP development and implementation and a web application showing this data on the SVBGSA’s website for stakeholders to view. As new information is collected during monitoring and provided by local stakeholders, the DMS will be updated. Use the data from the monitoring program to guide decisions on projects and management actions and to prepare annual reports to subbasin stakeholders and DWR.

Deliverables:

- Website link to Data Management System

**Task 27. Implement Monitoring Data from Ag Order 4.0**

Track and review the Irrigated Lands Regulatory Program water quality monitoring network for Ag Order 4.0 and identify any new small public system water supply monitoring network wells to add to the current network. Obtain any missing well information and selecting wells to include in the final groundwater quality monitoring network.

Deliverables:

- Updated map that includes monitoring data from Ag Order 4.0

**Task 28. Collaborate on Expansion of GEMS**

Monterey County Water Resources Agency is planning to expand its Groundwater Extraction Management System (GEMS), which receives groundwater pumping information from 300-plus well operators in the Salinas Valley. As WRA continues to implement, oversee, and expand the GEMS pumping database, the Grantee will assist them with developing detailed requirements for local pumpers and ensuring GEMS expansion fits with the goals of the Grantee.

Deliverables:

- Updated map of groundwater extractions included in GEMs

**Task 29. Expand Monitoring Network for the 180/400-Foot Aquifer Subbasin**

Incorporate existing wells, if possible, into the monitoring network for the 180/400-Foot Aquifer Subbasin. Use Marina Coast Water Resource Agency’s existing well database to identify potential candidate wells in each data gap area. Contact well owners, inspect the wells for adequacy, and secure agreements with well owners to ensure that data can be reported from the wells.

Deliverables:

- Updated map of groundwater level monitoring sites

### **Task 30. Annual Reporting for the 180/400-Foot Aquifer Subbasin GSP**

Submit annual reports to DWR starting on April 1, 2020 for the 180/400-Foot Aquifer Subbasin GSP. Provide monitoring and total groundwater use data, compare monitoring data to the sustainable management criteria, and adaptively manage actions and projects implemented to achieve sustainability.

#### Deliverables:

- Annual report(s)

### **Component 3: Forebay Subbasin Management Area Development and Reservoir Reoperation Analysis Implementing Agency: Arroyo Seco Basin GSA (ASBGSA)**

This component involves preparing the relevant GSP sections that address the Arroyo Seco Management Area in the Forebay GSP. The tasks for this component mostly correspond to chapters in the GSP that are affected by including a Management Area following the outline recommended by DWR. Each task will complete its part of the GSP per the regulatory requirements. . Any costs incurred for this Component prior to the submission of a copy of the notification initiating development of a GSP as required by the GSP Regulations (Cal. Code Regs., tit. 23, § 350 et seq.) and Water Code section 10727.8 to DWR's Project Manager, shall not be eligible for reimbursement.

#### **Category (a): GSP Development**

##### **Task 1: Establish Forebay Subbasin Committee**

Convene a Subbasin Committee to serve as the planning committee for the joint effort between Grantee and ASBGSA that includes individuals and groups that have been historically active in water management activities in the subbasin. Engage further participation of environmental interests, agricultural interests, and disadvantaged communities.

#### Deliverables:

- Meeting agendas, materials, and minutes included in the quarterly Progress Reports

##### **Task 2: Outreach and Communication**

Facilitate outreach and communication through the work of the Subbasin Committee, Grantee, and ASBGSA that will focus on residents of Greenfield, agricultural landowners and growers, DACs, environmental interests, and the general public. Develop websites and social media for the GSAs, press outreach, public presentations and community meetings.

#### Deliverables:

- Meeting agendas, materials, and minutes included in the quarterly Progress Reports

##### **Task 3: Data Compilation**

Collect and present many types of data for both the GSP and the Management Areas that include, but are not limited to, local and regional plans, geologic and hydrologic data for precipitation, evapotranspiration, stream flow, land use, crop types, soil characteristics, irrigation, urban water use, wastewater disposal and recycling, surface and groundwater quality, and surface water imports. Compile the data from local, state and federal agencies.

#### Deliverables:

- Technical memorandum summarizing data

**Task 4: Management Area Description**

Develop a description for the overall Forebay Subbasin that includes County, regional, state and federal agency programs and jurisdictions and WRA's monitoring and management programs. Jointly develop text, figures and tables applicable to the overall subbasin, and add additional information specific to the Management Area as needed. Map jurisdictional boundaries and describe the existing water monitoring and management programs.

Deliverables:

- Draft GSP section with map(s)

**Task 5: Groundwater Conditions**

Document subsurface hydrogeologic conditions and develop a hydrogeologic conceptual model that qualitatively characterizes the groundwater flow system. Document surface water features and types and numbers of wells. Tabulate and present groundwater levels, trends and water quality during the historical period of record. Coordinate the groundwater conditions in the Management Area with the groundwater conditions in the rest of the Forebay Subbasin via staff and consultant communications and committee meetings.

Deliverables:

- Technical memorandum summarizing findings
- Meeting agenda and minutes

**Task 6: Water Supplies and Groundwater Budget**

Estimate amounts of water used for agricultural, municipal, industrial and domestic purposes by various methods and document sources of water used for those purposes. Compile detailed annual water balances of the surface water system and groundwater system that integrates estimates from various sources of data and analysis. Describe and document modeling tools used for this purpose. Estimate the sustainable yield of both the proposed Management Area and the entire Forebay Subbasin under future baseline conditions.

Deliverables:

- Technical memorandum or estimated water budget(s)

**Task 7: Sustainability Criteria**

Evaluate each of the six sustainability indicators with respect to conditions in the both the proposed Management Area and the entire Forebay Subbasin. Select the minimum thresholds and measurable objectives for each indicator based on data and analysis related to the indicator and on preferences of GSP participants. Translate the general concepts into quantitative metrics measurable at specific wells, stream gauges or other relevant locations.

Deliverables:

- Draft GSP section

**Task 8: Management Actions**

Propose management actions if the Arroyo Seco Management Area or the Forebay Subbasin proves not to be sustainable with respect to any of the indicators that will achieve sustainability by 2042. Describe the rationale for each action, including its technical, logistical and financial feasibility as well as its ability to achieve sustainability.

Deliverables:

- Technical memorandum outlining management actions

**Task 9: Reservoir Reoperation Analysis**

Hold meetings and exchange emails with Grantee, ASBGSA, WRA, and technical consultants. Discuss GSP goals, reservoir reoperation concepts and available analysis tools. Compile the details of specific reoperation scenarios, as well as the specific capabilities needed for quantitative analysis tools. Conduct meetings to discuss analysis results and implementation strategies. Review the existing available operations modeling tools to determine their adequacy for simulating reservoir reoperation scenarios. Enhance an existing model or a new spreadsheet-based developed to incorporate all applicable constraints on reservoir operation.

Deliverables:

- Meeting agenda(s) and minutes
- Technical memorandum of results

**Task 10: Monitoring Network**

Inventory the information needed to monitor and confirm whether groundwater conditions are sustainable and compare with the scope of existing monitoring programs. Develop monitoring networks for both the proposed Management Area and the entire Forebay Subbasin. Describe expand or new monitoring programs to fill data gaps with details regarding locations, frequencies and methods of measurement and develop monitoring protocols.

Deliverables:

- Draft GSP section outlining data gaps and plans to fill gaps

**Task 11: Plan Implementation**

Identify agencies responsible for implementing management actions and monitoring programs. Estimate costs for those activities and identify funding sources. Prepare a schedule and process for updating the GSP at 5-year intervals.

Deliverables:

- List of responsible parties
- Estimated cost analysis

**Task 12: GSP Document**

Draft chapters of the GSP and provide them to the respective Advisory Committees and Boards of Directors for ASBGSA and Grantee. Respond to comments related to the Arroyo Seco Management Area. Post drafts on both agency websites. Circulate a consolidated draft GSP for a formal public review period by Grantee. Consider comments received and document responses. Submit a final GSP for the Forebay Subbasin to the ASBGSA Board for review and recommendation before being submitted to DWR. Submit the adopted GSP to the SGMA GSP Submittal Portal and submit the email response to DWR's Project Manager.

Deliverables:

- Adopted GSP
- Proof of submittal of Final GSPs to DWR

## EXHIBIT B BUDGET

Project Name: **Salinas Valley Basin GSP**

Grantee: **Salinas Valley Basin GSA**

Grant serves a need of a Disadvantaged Area?: **Yes**

Local Cost Share Required: **Round 2 – 50%; Round 3 – 15%**

COMPONENTS	Round 2 Grant Amount	Round 2 Local Cost Share	Round 2 % Local Cost Share	Round 3 Grant Amount <sup>1</sup>	Round 3 Local Cost Share	Round 3 % Local Cost Share	Total Cost
(1) Grant Administration	\$0	\$144,802		\$44,640	\$86,160		<b>\$275,602</b>
(2) SVBGSA GSP Development	\$1,500,000	\$1,396,040		\$2,020,784	\$288,000		<b>\$5,204,824</b>
(3) Forebay Subbasin Management Area Development and Reservoir Reoperation Analysis	\$0	\$0		\$535,000	\$165,000		<b>\$700,000</b>
<b>TOTAL PROJECT:</b>	<b>\$1,500,000</b>	<b>\$1,540,842</b>	<b>51%</b>	<b>\$2,600,424</b>	<b>\$539,160</b>	<b>17%</b>	<b>\$6,180,426</b>

<sup>1</sup> Grantee was awarded a total of \$3,053,000 in grant funds; however, \$452,576 of those funds are contingent upon future appropriation of Proposition 1 funding. The agreement will require an amendment after July 1, 2021 when the funds are reappropriated and readily available to encumber.

### Component 1: **Administration**

Implementing Agency: **Salinas Valley Basin GSA**

Budget Category	Round 2 Grant Amount	Round 2 Local Cost Share	Round 3 Grant Amount	Round 3 Local Cost Share	Total Cost
Grant Administration	\$0	\$144,802	\$44,640	\$86,160	<b>\$275,602</b>
<b>TOTAL COSTS</b>	<b>\$0</b>	<b>\$144,802</b>	<b>\$44,640</b>	<b>\$86,160</b>	<b>\$275,602</b>

**Component 2: SVBGSA GSP Development**

**Implementing Agency: Salinas Valley Basin GSA**

Budget Category	Round 2 Grant Amount	Round 2 Local Cost Share	Round 3 Grant Amount	Round 3 Local Cost Share	Total Cost
(a) Stakeholder Outreach and Coordination	\$0	\$505,000	\$676,320	\$183,000	<b>\$1,364,320</b>
(b) GSP Development	\$1,500,000	\$891,040	\$1,235,264	\$85,000	<b>\$3,711,304</b>
(c) Monitoring / Assessment	\$0	\$0	\$109,200	\$20,000	<b>\$129,200</b>
<b>TOTAL COSTS</b>	<b>\$1,500,000</b>	<b>\$1,396,040</b>	<b>\$2,020,784</b>	<b>\$288,000</b>	<b>\$5,204,824</b>

**Component 3: Forebay Subbasin Management Area Development and Reservoir Reoperation Analysis**

**Implementing Agency: ASBGSA**

Budget Category	Round 2 Grant Amount	Round 2 Local Cost Share	Round 3 Grant Amount	Round 3 Local Cost Share	Total Cost
(a) GSP Development	\$0	\$0	\$535,000	\$165,000	<b>\$700,000</b>
<b>TOTAL COSTS</b>	<b>\$0</b>	<b>\$0</b>	<b>\$535,000</b>	<b>\$165,000</b>	<b>\$700,000</b>

## EXHIBIT C SCHEDULE

Project Name: **Salinas Valley Basin GSP**

Categories	Start Date <sup>1</sup>	End Date <sup>1</sup>
<b>Component 1: Administration</b>		
(a) Grant Administration	04/03/2017	10/31/2022
<b>Component 2: SVBGSA GSP Development</b>		
(a) Stakeholder Outreach and Coordination	03/07/2016	03/31/2022
(b) GSP Development	07/13/2017	01/31/2022
(c) Monitoring / Assessment	07/01/2018	08/31/2022
<b>Component 3: Forebay Subbasin Management Area Development and Reservoir Reoperation Analysis</b>		
(a) Stakeholder Outreach and Coordination	07/01/2018	01/31/2022
(b) GSP Development	07/01/2018	01/31/2022

**NOTES:**

<sup>1</sup>Exhibit C Schedule only dictates the work start date and the work end date for the Budget Category listed. The Grantee should refer to the Deliverable Due Date Schedule that has been approved by the DWR Grant Manager to obtain the estimated due date for the deliverables listed in Exhibit A. The dates listed in Exhibit C Schedule are date ranges that correlates to the activities listed within that Budget Category in Exhibit A. Eligible costs for each Budget Category will only be approved if the work completed falls within the date ranges listed in Exhibit C.

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

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

**D.2) ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE:** The Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Grant Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 and the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Proposition 68), and through an agreement with the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

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

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

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

provided in Paragraph 11 or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.

Pursuant to Government Code Section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Grant Agreement with respect of all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of the Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement. If an audit reveals any impropriety, the Bureau of State Audits or the State Controller's Office may conduct a full audit of any or all of the Funding Recipient's activities. (Wat. Code, § 79708, subd. (b).)

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

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

- D.11) **COMPUTER SOFTWARE:** The Grantee certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.12) **CONFLICT OF INTEREST:** All participants are subject to state and federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code Section 1090 and Public Contract Code Sections 10410 and 10411, for State conflict of interest requirements.
- a) **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
  - b) **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
  - c) **Employees of the Grantee:** Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
  - d) **Employees and Consultants to the Grantee:** Individuals working on behalf of the Grantee may be required by DWR to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.13) **DELIVERY OF INFORMATION, REPORTS, AND DATA:** The Grantee agrees to expeditiously provide throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by the State.
- D.14) **DISPOSITION OF EQUIPMENT:** The Grantee shall provide to the State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by the State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory the State shall provide the Grantee with a list of the items on the inventory that the State will take title to. All other items shall become the property of the Grantee. The State shall arrange for delivery from the Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by the State.
- D.15) **DRUG-FREE WORKPLACE CERTIFICATION:** Certification of Compliance: By signing this Grant Agreement, the Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of

1990 (Gov. Code § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code Section 8355.
  - b) Establish a Drug-Free Awareness Program, as required by Government Code Section 8355 to inform employees, contractors, or subcontractors about all of the following:
    - i) The dangers of drug abuse in the workplace,
    - ii) The Grantee's policy of maintaining a drug-free workplace,
    - iii) Any available counseling, rehabilitation, and employee assistance programs, and
    - iv) Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
  - c) Provide, as required by Government Code Section 8355, that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
    - i) Will receive a copy of the Grantee's drug-free policy statement, and
    - ii) Will agree to abide by terms of the Grantee's condition of employment, contract or subcontract.
- D.16) **EASEMENTS:** Where the Grantee acquires property in fee title or funds improvements to real property already owned in fee by the Grantee using State funds provided through this Grant Agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.
- Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.
- Failure to provide an easement acceptable to the State can result in termination of this Agreement.
- D.17) **FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL:** Upon completion of the Project, the Grantee shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist, that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement.
- D.18) **GRANTEE'S RESPONSIBILITY.** The Grantee and its representatives shall:
- a) Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A and in accordance with Project Exhibit B and Exhibit C.
  - b) Must maintain eligibility requirements as outlined in the 2015 and 2019 Guidelines and the 2017 and 2019 PSPs.
  - c) Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Grantee in the application, documents, amendments, and communications filed in support of its request for funding.

- d) Comply with all applicable California, federal, and local laws and regulations.
  - e) Implement the Project in accordance with applicable provisions of the law.
  - f) Fulfill its obligations under the Grant Agreement and be responsible for the performance of the Project.
  - g) Obtain any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. The Grantee shall provide copies of permits and approvals to the State.
  - h) Be solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by the State is solely for the purpose of proper administration of funds by the State and shall not be deemed to relieve or restrict responsibilities of the Grantee under this Agreement.
  - i) Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Grant Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
- D.19) GOVERNING LAW: This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.20) INCOME RESTRICTIONS: The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement.
- D.21) INDEMNIFICATION: The Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, and any breach of this Agreement. The Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- D.22) INDEPENDENT CAPACITY: The Grantee, and the agents and employees of the Grantees, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.23) INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by the Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and the State may withhold disbursements to the Grantee or take any other action it deems necessary to protect its interests.
- D.24) INSPECTIONS OF PROJECT BY STATE: The State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any subcontracts, and the Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with the State.
- D.25) LABOR CODE COMPLIANCE: The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this

Agreement to assure that the prevailing wage provisions of the Labor Code are being met. The Grantee certifies that it has a Labor Compliance Program (LCP) in place or has contracted with a third party that has been approved by the Director of the Department of Industrial Relations (DIR) to operate an LCP. Current DIR requirements may be found at <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Grantee affirms that it is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.

- D.26) **MODIFICATION OF OVERALL WORK PLAN:** At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Grant Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the less than 20 percent (20%) of any line item within the budget and will not result in an increase in the amount of the State Grant Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Grant Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.
- D.27) **NONDISCRIMINATION:** During the performance of this Grant Agreement, the Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medial and family care leave or pregnancy disability leave. The Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing the California Fair Employment and Housing Act are incorporated into this Agreement by reference. The Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.
- D.28) **OPINIONS AND DETERMINATIONS:** Where the terms of this Grant Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.29) **PRIORITY HIRING CONSIDERATIONS:** If this Grant Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Public Contract Code Section 10353.
- D.30) **PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with the Grantee's service of water, without prior permission of the State. The Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of the Grantee to meet its obligations under this

Grant Agreement, without prior written permission of the State. The State may require that the proceeds from the disposition of any real or personal property be remitted to the State.

- D.31) REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Grant Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.32) RETENTION: The State shall withhold ten percent (10%) of the funds requested by the Grantee for reimbursement of Eligible Project Costs until the Project is completed and Final Project Report is approved. At the State's discretion and upon a written request by the Grantee, any retained amount attributable to a single Component may be released when that Component is complete and the Final Component Completion Report is approved. Any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest, upon completion of the Project or an approved Component upon request.
- D.33) RIGHTS IN DATA: The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to the State for financial support. The Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.34) SEVERABILITY: Should any portion of this Grant Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant Agreement shall continue as modified.
- D.35) SUSPENSION OF PAYMENTS: This Grant Agreement may be subject to suspension of payments or termination, or both if the State determines that:
- a) The Grantee, its contractors, or subcontractors have made a false certification, or
  - b) The Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant Agreement.
- D.36) SUCCESSORS AND ASSIGNS: This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as the State may impose.
- D.37) TERMINATION BY GRANTEE: Subject to State approval which may be reasonably withheld, the Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, the Grantee must provide a reason(s) for termination. The Grantee must submit all progress reports summarizing accomplishments up until termination date.
- D.38) TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 11, the State may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 11.
- D.39) TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.

- D.40) THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.41) TIMELINESS: Time is of the essence in this Grant Agreement.
- D.42) TRAVEL – DAC, EDA, or SDAC PROJECT/COMPONENT: If a Project/Component obtains a DAC, EDA, or SDAC Cost Share Waiver, the Grantee may submit travel and per diem costs for eligible reimbursement with State funds. Travel includes the reasonable and necessary costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Grant Agreement. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State. All travel approved expenses will be reimbursed at the percentage rate of the DAC, EDA, or SDAC Cost Share Waiver. For example, if the Grantee obtains a 100% Waiver, 100% of all approved travel expenses can be invoiced for reimbursement. If the Grantee obtains a 50% Waiver, only 50% of eligible travel expenses will be reimbursed by these grant funds.
- D.43) TRAVEL – NON-DAC, EDA, or SDAC PROJECT/COMPONENT: The Grantee agrees that travel and per diem costs shall NOT be eligible for reimbursement with State funds, unless the Grantee's service area is considered a DAC, EDA, or SDAC. The Grantee also agrees that travel and per diem costs shall NOT be eligible for computing Grantee Local Cost Share. Travel includes the costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Grant Agreement. Travel costs CANNOT be reimbursed with Proposition 68 funds and only applies to the Proposition 1 funds provided in this Grant Agreement.
- D.44) UNION ORGANIZING: The Grantee, by signing this Grant Agreement, hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this Grant Agreement. Furthermore, the Grantee, by signing this Grant Agreement, hereby certifies that:
- a) No State funds disbursed by this Grant Agreement will be used to assist, promote, or deter union organizing.
  - b) The Grantee shall account for State funds disbursed for a specific expenditure by this Grant Agreement to show those funds were allocated to that expenditure.
  - c) The Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
  - d) If the Grantee makes expenditures to assist, promote, or deter union organizing, the Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that the Grantee shall provide those records to the Attorney General upon request.
- D.45) VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.46) WAIVER OF RIGHTS: None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

**EXHIBIT E**  
**AUTHORIZING RESOLUTION ACCEPTING FUNDS**

RESOLUTION NO. 2017 -13

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SALINAS VALLEY BASIN  
GROUNDWATER SUSTAINABILITY AGENCY AUTHORIZING APPLICATION FOR A  
GRANT UNDER THE 2017 SUSTAINABLE GROUNDWATER PLANNING GRANT  
PROGRAM

WHEREAS, on September 16, 2014, Governor Jerry Brown signed into law Senate Bills 1168 and 1319, and Assembly Bill 1739, collectively known as the Sustainable Groundwater Management Act (SGMA), which amended the Water Code (Part 2.74 of Division 6 of the Water Code, Sections 10720-10737.8) and provides the framework for sustainable groundwater management planning and implementation; and

WHEREAS, SGMA went into effect on January 1, 2015; and

WHEREAS, SGMA requires local public agencies and Groundwater Sustainability Agencies (GSAs) to develop and implement Groundwater Sustainability Plans (GSPs) or alternatives to GSPs for designated high and medium priority groundwater basins and subbasins; and

WHEREAS, SGMA authorizes a combination of local agencies to form a GSA by entering into a joint powers agreement as authorized by the Joint Exercise of Powers Act (Chapter 5 of Division 7 of Title 1 of the California Government Code); and

WHEREAS, the Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA) is such a joint powers authority and formed effective December 22, 2016, for the purposes of being the GSA for the Salinas Valley Groundwater Basin within the County of Monterey, but not including the area within the jurisdictional boundaries of the Marina Coast Water District and the City of Greenfield, or the adjudicated Seaside sub-basin; and

WHEREAS, SGMA requires that a basin have an adopted GSP by no later than January 31, 2020, if a high or medium priority basin is designated as critically overdrafted, and no later than January 31, 2022, if a high or medium priority basin is not designated as critically overdrafted; and

WHEREAS, the Salinas Valley Basin managed by the SVBGSA encompasses sub-basins that are designated by the California Department of Water Resources (DWR) as medium-priority and high-priority, two of which are critically overdrafted sub-basins, and therefore are required to be managed by a GSP or coordinated GSPs by as early as January 31, 2020; and

WHEREAS, the SVBGSA is seeking funding to develop a GSP for the Salinas Valley Basin; and

WHEREAS, The Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) authorized \$100 million to be available for competitive grants for projects that develop and implement GSPs and projects in accordance with groundwater planning requirements established under Division 6 (commencing with Section 10000) (Water Code Section 79775); and

WHEREAS, DWR is administering the Sustainable Groundwater Planning Grant Program, using funds authorized by Proposition 1, to encourage sustainable management of groundwater resources that support SGMA; and

NOW THEREFORE, be it resolved by the Board of Directors of the Salinas Valley Basin Groundwater Sustainability Agency as follows:

1. That application be made to the California Department of Water Resources to obtain a grant under the 2017 Sustainable Groundwater Planning Grant Program pursuant to the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) (Water Code Section 79700 et seq.), and to enter into an agreement to receive a grant for the *Salinas Valley Basin Groundwater Sustainability Plan*.
2. The Board Chair, or Designee, of the Salinas Valley Basin Groundwater Sustainability Agency is hereby authorized and directed to prepare the necessary data, conduct investigations, file such application, and execute a grant agreement with California Department of Water Resources.

PASSED AND ADOPTED on this 12<sup>th</sup> day of October 2017, by the following vote, to-wit:

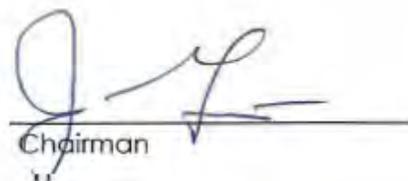
PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Basin Groundwater Sustainability Agency at its regular meeting duly held on the 12<sup>th</sup> day of October 2017, by the following vote:

AYES: Directors Brennan, Calcagno, Granillo, Lipe, McHatten, McIntyre,  
Pereira, Secondo, Stefani, and Chair Gunter

NOES: None

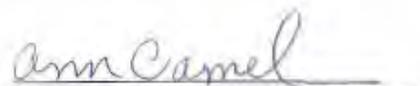
ABSENT: Director Alejo

ABSTAIN: None



Chairman

ATTEST:



Ann Camel, Clerk of the Board

**Before the Board of Directors of the  
Salinas Valley Basin Groundwater Sustainability Agency**

**Resolution No. 2019-15**

Authorizing Application to the California )  
Department of Water Resources to obtain a )  
grant under the 2019 Sustainable Groundwater )  
Management (SGM) Grant Program Planning – )  
Round 3 Grant, and Authorizing Execution of a )  
Grant Award Agreement. )

WHEREAS, on September 16, 2014, Governor Jerry Brown signed into law Senate Bills 1168 and 1319, and Assembly Bill 1739, collectively known as the Sustainable Groundwater Management Act (SGMA), which amended the Water Code (Part 2.74 of Division 6 of the Water Code, Sections 10720-10737.8) and provides the framework for sustainable groundwater management planning and implementation; and

WHEREAS, SGMA went into effect on January 1, 2015; and

WHEREAS, SGMA requires local public agencies and Groundwater Sustainability Agencies (GSAs) to develop and implement Groundwater Sustainability Plans (GSPs) or alternatives to GSPs for designated high and medium priority groundwater basins and sub-basins; and

WHEREAS, SGMA authorizes a combination of local agencies to form a GSA by entering into a joint powers agreement as authorized by the Joint Exercise of Powers Act (Chapter 5 of Division 7 of Title 1 of the California Government Code); and

WHEREAS, the Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA) is such a joint powers authority and formed effective December 22, 2016, for the purposes of being the GSA for the Salinas Valley Groundwater Basin within the County of Monterey, but not including the area within the jurisdictional boundaries of the Marina Coast Water District, City of Marina GSA, the City of Greenfield, or the adjudicated Seaside sub-basin; and

WHEREAS, SGMA requires that a basin have an adopted GSP by no later than January 31, 2020, if a high or medium priority basin is designated as critically overdrafted, and no later than January 31, 2022, if a high or medium priority basin is not designated as critically overdrafted; and

WHEREAS, the Salinas Valley Basin managed by the SVBGSA encompasses sub-basins that are designated by the California Department of Water Resources (DWR) as medium-priority and high-priority, two of which are critically overdrafted sub-basins, and therefore are required to be managed by a GSP or coordinated GSPs by as early as January 31, 2020; and

WHEREAS, the SVBGSA is seeking funding to develop GSPs for the East Side, Forebay, Upper Valley, Langley, and Corral de Tierra portion of the Monterey Sub-basins; and

WHEREAS, the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) authorized \$100 million to be available for competitive grants for projects that develop and implement GSPs and projects in accordance with groundwater planning requirements established under Division 6 (commencing with Section 10000) (Water Code Section 79775); and

WHEREAS, the California Drought, Water, Parks, Climate, Coastal Protection and Outdoor Access for All Act of 2018 (Proposition 68) authorized \$88 million to be available for competitive grants for project GSP project implementation in accordance with groundwater planning requirements established under Division 6 (commencing with Section 10000) (Water Code Section 79775); and

WHEREAS, DWR is administering the Sustainable Groundwater Planning Grant Program, using funds authorized by Proposition 1, to encourage sustainable management of groundwater resources that support SGMA; NOW THEREFORE,

BE IT RESOLVED by the Board of Directors of the Salinas Valley Basin Groundwater Sustainability Agency as follows:

1. The General Manager is hereby authorized and directed to make an application to the California Department of Water Resources to obtain a grant under the 2019 Sustainable Groundwater Management (SGM) Grant Program Planning Round 3 Grant pursuant to the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) (Wat. Code, section 79700 et seq.) and the Drought, Water Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Proposition 68) (Pub. Resources Code, Section 80000 et seq.).

2. The General Manger is further authorized and directed to enter into a Grant Award Agreement should the Department of Water Resources approve one or both of the grant applications referenced above.

3. The General Manager is further authorized and directed to take such other necessary or appropriate actions, including preparing the necessary data and conducting the investigations, to file such application and implement the intent and purposes of this resolution.

PASSED AND ADOPTED on this 10<sup>th</sup> day of October 2019, by the following vote, to-wit:

AYES: Directors Adcock, Alejo, Brennan, Chapin Hodges, Granillo, Gunter, Lipe, McHatten, McIntyre, Secondo, and Chairperson Stefani

NOES: None

ABSENT: None

ABSTAIN: None

I, Ann Camel, Clerk of the Board of Directors of the Salinas Valley Basin Groundwater Sustainability Agency, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Directors duly made and entered in the minutes thereof for the meeting of October 10, 2019.

Dated: October 10, 2019

Ann Camel, Clerk of the Board of Director of the Salinas  
Valley Basin Groundwater Sustainability Agency,  
County of Monterey,  
State of California

  
\_\_\_\_\_

## EXHIBIT F

### REPORT FORMATS AND REQUIREMENTS

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

#### **PROGRESS REPORTS**

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information. For the Project, or each component, discuss the following at the task level, as organized in Exhibit A:

- Percent complete estimate.
- Discussion of work accomplished during the reporting period.
- Milestones or deliverables completed/submitted during the reporting period.
- Meetings held or attended.
- Scheduling concerns and issues encountered that may delay completion of the task.

For each project, discuss the following at the project level, as organized in Exhibit A:

- Work anticipated for the next reporting period.
- Photo documentation, as appropriate.
- Any schedule or budget modifications approved by DWR during the reporting period.

#### **COMPLETION REPORT**

The Completion Report shall generally use the following format provided below for each Component or Project after completion.

##### **Executive Summary**

The Executive Summary should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original Grant application.
- Description of actual work completed and any deviations from Exhibit A. List any official amendments to this Grant Agreement, with a short description of the amendment.

##### **Reports and/or Products**

The following items should be provided, unless already submitted as a deliverable:

- A copy of the Groundwater Sustainability Plan (GSP) that meets all the requirements of the GSP Regulations (for GSP Development Projects), or verification (e.g., acceptance email, or other approved documentation from SGMA), that the GSP was submitted to DWR as required.
- A copy of any final technical report or study, produced for or utilized in this Project as described in the Work Plan
- Electronic copies of any data collected, not previously submitted
- Discussion of problems that occurred during the work and how those problems were resolved
- Final Component schedule showing actual progress versus planned progress

Additional information that may be applicable for Implementation Projects and/or Components includes the following:

- As-built drawings
- Final geodetic survey information
- Project or Component photos

**Cost & Disposition of Funds**

A list showing:

- Summary of Project costs including the following items:
  - Accounting of the cost of project expenditure
  - Include all internal and external costs not previously disclosed (i.e., additional cost share); and
  - A discussion of factors that positively or negatively affected the project cost and any deviation from the original Project cost estimate.

**Additional Information**

- Benefits derived from the Component, with quantification of such benefits provided, applicable for Implementation Components.
- A final project schedule showing actual progress versus planned progress as shown in Exhibit C.
- Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate) that the project was conducted in accordance with the approved work plan and any approved modifications thereto.
- Submittal schedule for the Post Performance Report.

**GRANT COMPLETION REPORT**

The Grant Completion Report shall generally use the following format. This format may be modified as necessary to effectively communicate information on the various projects in the SGWP Grant Program funded by this Grant Agreement, and includes the following:

**Executive Summary**

The Executive Summary consists of a maximum of ten (10) pages summarizing information for the grant as well as the individual components.

**Reports and/or products**

- Brief comparison of work proposed in the original 2017 SGWP Grant application and actual work done.
- Brief description of the Project or components completed and how they achieve either or both of the following:
  - Serve SDAC(s) and support groundwater sustainability planning and management in the basin (Implementation Projects); and/or
  - Support planning, development, and/or preparation of GSP(s) that will comply with and meet the requirements of the GSP Regulations (GSP Development Projects).
- Identify remaining work and mechanism for their implementation (Implementation Projects).
- If applicable (e.g., if a DAC, EDA, or SDAC Cost Share Waiver was approved), a discussion of the benefits to DAC, EDA, and/or SDAC as part of this Grant Agreement.

**Cost & Disposition of Funds Information**

- A summary of final funds disbursement for the Project, or each component.

**Additional Information**

- Summary of the submittal schedule for the Post Performance Reports applicable for the Project, or each of the components in this Grant Agreement.

**POST-PERFORMANCE REPORT**

The Post-Performance Report should be concise, and focus on how (each/the) project or component is actually performing compared to its expected performance; whether the project or component is being operated and maintained, and providing intended benefits as proposed (for Implementation Project or components). The Post-Performance Report should follow the same general format and provide requested information as required to be included in the Project Monitoring Plan (Exhibit K). As applicable, the following information, at a minimum, shall be provided:

**Reports and/or products**

- Time period of the annual report (e.g., January 2018 through December 2018)
- Short project description
- Discussion of the project benefits
- An assessment of any explanations for any differences between the expected versus actual project benefits as stated in the original 2017 SGWP Grant application. Where applicable, the reporting should include quantitative metrics (i.e., new acre-feet of water produced that year, etc.).
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
- Continued reporting on meeting the Output Indicators and Targets discussed in the Project and/or Component Monitoring Plan discussed in Paragraph 18 of this Grant Agreement.
- Any additional information relevant to or generated by the continued operation of the project.

## EXHIBIT G

### REQUIREMENTS FOR DATA SUBMITTAL

#### **Surface and Groundwater Quality Data:**

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

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

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

#### **Groundwater Level Data**

The Grantee shall submit to DWR groundwater level data collected as part of this grant. Water level data must be submitted using the California Statewide Groundwater Elevation Monitoring (CASGEM) online data submission system. The Grantee should use their official CASGEM Monitoring Entity or Cooperating Agency status to gain access to the online submittal tool and submit data. If the data is from wells that are not part of the monitoring network, the water level measurements should be classified as voluntary measurements in the CASGEM system. If the Grantee is not a Monitoring Entity or Cooperating Agency, please contact your DWR grant project manager for further assistance with data submittal. The activity of data submittal should be documented in appropriate progress or final project reports, as described in Exhibit F. Information regarding the CASGEM program can be found at: <http://www.water.ca.gov/Programs/Groundwater-Management/Groundwater-Elevation-Monitoring--CASGEM>

**EXHIBIT H****STATE AUDIT DOCUMENT REQUIREMENTS AND COST SHARE GUIDELINES FOR GRANTEES**

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

**State Audit Document Requirements**Internal Controls

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

State Funding:

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

Contracts:

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

Invoices:

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

Cash Documents:

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

Accounting Records:

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

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

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

Project Files:

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

**Cost Share Guidelines**

Cost Share consists of non-State funds, including in-kind services. In-kind services are defined as work performed (i.e., dollar value of non-cash contributions) by the Grantee (and potentially other parties) directly related to the execution of the funded project. Examples include volunteer services, equipment use, and use of facilities. The cost of in-kind service can be counted as cost share in-lieu of actual funds (or revenue) provided by the Grantee. Other cost share and in-kind service eligibility conditions may apply. Provided below is guidance for documenting cost share with and without in-kind services.

1. Although tracked separately, in-kind services shall be documented and, to the extent feasible, supported by the same methods used by the Grantee for its own employees. Such documentation should include the following:
  - a. Detailed description of the contributed item(s) or service(s)
  - b. Purpose for which the contribution was made (tied to project work plan)
  - c. Name of contributing organization and date of contribution
  - d. Real or approximate value of contribution. Who valued the contribution and how was the value determined? (e.g., actual, appraisal, fair market value, etc.). Justification of rate. (See item #2, below)
  - e. Person's name and the function of the contributing person
  - f. Number of hours contributed
  - g. If multiple sources exist, these should be summarized on a table with summed charges
  - h. Source of contribution if it was provided by, obtained with, or supported by government funds
2. Rates for volunteer or in-kind services shall be consistent with those paid for similar work in the Grantee's organization. For example, volunteer service of clearing vegetation performed by an attorney shall be valued at a fair market value for this service, not the rate for professional legal services. In those instances in which the required skills are not found in the recipient organization, rates shall be consistent with those paid for similar work in the labor market. Paid fringe benefits that are reasonable, allowable and allocable may be included in the valuation.
3. Cost Share contribution (including in kind services) shall be for costs and services directly attributed to activities included in the Grant Agreement. These services, furnished by professional and technical

personnel, consultants, and other skilled and unskilled labor may be counted as in-kind if the activities are an integral and necessary part of the project funded by the Grant Agreement.

4. Cash contributions made to a project shall be documented as revenue and in-kind services as expenditure. These costs should be tracked separately in the Grantee's accounting system.

**EXHIBIT I**  
**LOCAL PROJECT SPONSORS (NOT USED)**

### EXHIBIT J PROJECT LOCATION



## EXHIBIT K

### MONITORING PLAN

#### Introduction

- Goals and objectives of project
- Site location and history
- Improvements implemented

#### Monitoring Plan

- Monitoring Metrics (e.g., Plant establishment, bank erosion, hydraulic characteristics, habitat expansion)
- Maintenance Metrics (e.g., irrigation, pest management, weed abatement, continuous invasive species removal until natives established)
- Special Environmental Considerations (e.g., resource agency requirements, permit requirements, CEQA/NEPA mitigation measures)
- Performance Measures, or success/failure criteria monitoring results measured against (e.g., percent canopy cover after 1, 5, 10 years, water temperature decrease, site specific sediment scour or retention)
- Method of Reporting (e.g., paper reports, online databases, public meetings)
- Frequency of Duration Monitoring and Reporting (daily, weekly, monthly, yearly)
- Frequency and Duration of Maintenance Activities
- Responsible Party (i.e., who is who is responsible for monitoring and maintenance)
- Implementing responsibility (i.e., conducting monitoring and/or maintenance)
- Adaptive Management Strategies (i.e., what happens when routine monitoring or maintenance encounters a problem)

## Certificate Of Completion

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Source Envelope:	
Document Pages: 48	Signatures: 3
Certificate Pages: 5	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Graber, Lana
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1416 9th Street
	Sacramento, CA 95814
	Lana.Graber@water.ca.gov
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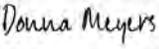
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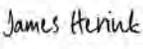
## Signer Events

Signer Events	Signature	Timestamp
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Not Offered via DocuSign

Donna Meyers meyersd@svbgsa.org Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 71.198.219.140	Sent: 4/30/2020 4:29:00 PM Viewed: 5/1/2020 1:24:49 PM Signed: 5/1/2020 3:09:02 PM
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James Herink James.Herink@water.ca.gov Attorney III Department of Water Resources Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 73.151.159.27	Sent: 5/1/2020 3:09:07 PM Viewed: 5/1/2020 3:11:25 PM Signed: 5/1/2020 3:19:52 PM
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Arthur Hinojosa Arthur.Hinojosa@water.ca.gov Chief, Division of Regional Assistance Department of Water Resources Security Level: Email, Account Authentication (None)	  Signature Adoption: Uploaded Signature Image Using IP Address: 136.200.53.16	Sent: 5/1/2020 3:19:58 PM Resent: 5/4/2020 5:56:15 PM Viewed: 5/5/2020 10:04:04 AM Signed: 5/5/2020 10:21:00 AM
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**Electronic Record and Signature Disclosure:**  
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<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent	Hashed/Encrypted	5/4/2020 5:56:16 PM
Certified Delivered	Security Checked	5/5/2020 10:04:05 AM
Completed	Security Checked	5/5/2020 10:21:00 AM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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### **Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account

Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> <li>• Allow per session cookies</li> <li>• Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

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## Key Elements of the Management Framework

Draft for Discussion Purposes

Date: 9/24/2020

1. The ASGSA will be responsible for implementing certain management actions within an area still to be defined as the Arroyo Seco Management Area. The SVBGSA will be responsible for basin-wide actions and the ASGSA will be responsible for the Management Area specific management actions as agreed on by SVBGSA and ASGSA.
2. The Forebay GSP will include a Management Area designated as the Arroyo Seco Management Area. A separate GSP Implementation Agreement will detail the authorities and management roles of the ASGSA and SVBGSA in the management area. The management area will implement all basin-wide management actions, however the degree to which management actions will be implemented may be different in the management area (based on need). The ASGSA/SVBGSA Subcommittee will review and discuss management actions included in the Draft Arroyo Seco GSP and how those should be included or not included as management-area specific actions in the Forebay GSP. Technical alignment with the Forebay GSP will be guaranteed through work with each GSA's consultants.
3. Administration fees collected by the SVBGSA will be determined for implementation purposes in the Management Area. SVBGSA will provide a review of the purposes of the Administrative Fees collected by SVBGSA. Projects typically would need to be funded by another source separate from the Administrative Fee.
4. The SVBGSA will retain its regulatory authority in the Forebay Subbasin and should the Management Area be determined to be unsustainable in any of the six undesirable results categories, the SVBGSA will have the authority to take reasonable actions under SGMA.
5. The boundary of the Management Area is to be determined by the two Agencies.

NOTE: No review has been done through SVBGSA Board of Directors or Arroyo Seco GSA Board of Directors on this Framework. No review has been done by SVBGSA Advisory Committee on this Framework.