



CALIFORNIA'S NONPOINT SOURCE POLLUTION CONTROL PROGRAM  
 FEDERAL CLEAN WATER ACT SECTION 319(h) GRANT  
 GRANT AGREEMENT  
 BETWEEN THE  
 STATE WATER RESOURCES CONTROL BOARD, hereinafter called "State Water Board"  
 AND  
 [insert name of Grantee], hereinafter called "Grantee"  
 [insert name of Project], hereinafter called "Project"

AGREEMENT NO. [ ]

The State Water Board and Grantee hereby agree as follows:

PROVISION(S). The following provisions authorize the State Water Board to enter into this Grant Agreement:

- Clean Water Act (CWA) Section 319(h), codified at 33 U.S.C. § 1329
- Section 13160 of the California Water Code
- Timber Regulation and Forest Restoration Fund – Public Resources Code Sections 4629, et seq.

PURPOSE. This grant is for the benefit of the Grantee. This grant is for the purpose of [ ]

FUNDING. Funds for this Project were provided by a federal grant from the United States Environmental Protection Agency (USEPA) to the State Water Board to implement California's Nonpoint Source Program pursuant to CWA Section 319(h) [if a forest management measure: and the Timber Regulation and Forest Restoration Fund].

**Comment [JM1]:** Should be deleted for Timber Fund projects

GRANT AMOUNT. The State Water Board shall encumber \$<INSERT AMOUNT> for the Project pursuant to this Agreement. The maximum amount payable under this Agreement shall not exceed \$<INSERT AMOUNT>. Stream Reach affected by the Project for any monitoring must be identified prior to any disbursements.

TERM OF AGREEMENT. The term of the Agreement shall begin on MONTH 1, 201X through June 31, XXXX (add [3 years if 319 grant, 7 if only TRFR funded] years to WCD year), unless otherwise terminated or amended as provided in the Agreement. ALL WORK SHALL BE COMPLETED BY JUNE 30, 201X. ABSOLUTELY NO FUNDS MAY BE REQUESTED AFTER JULY 31, 201X.

**Comment [RS2]:** OMB/EPA regs require a record retention period no longer than 3 years, with a few minor exceptions for ongoing audit and litigation. This applies only to 319, not TRFR.

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

State Water Board	Grantee:
Name: Name, Grant Manager	Name: Name, Project Director
Address:	Address:
City, Zip:	City, Zip:
Phone:	Phone:
Fax:	Fax:
e-mail:	e-mail:

Direct all inquiries to:

State Water Board	Grantee:
Section: Division of Financial Assistance	Section:

Attention: Name, Program Analyst	Name: Name, Grant Contact
Address: 1001 I Street, 17 <sup>th</sup> Floor	Address:
City, Zip: Sacramento, CA 95814	City, Zip:
Phone: (916) 341-XXXX	Phone:
Fax: (916) 341-5296	Fax:
e-mail: name@waterboards.ca.gov	e-mail:

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

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

- Exhibit A SCOPE OF WORK - WORK TO BE PERFORMED BY THE GRANTEE
- Exhibit B INVOICING, BUDGET DETAIL, AND REPORTING PROVISIONS
- Exhibit C GENERAL TERMS AND CONDITIONS
- Exhibit D FEDERAL REQUIREMENTS AND SUBAWARD INFORMATION

Comment [LL3]: Remove for Timber Projects

GRANTEE REPRESENTATIONS. The Grantee accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and commitments made by the Grantee in its application, accompanying documents, and communications filed in support of its request for grant funding. The Grantee shall comply with and require its contractors and subcontractors to comply with all applicable laws, policies and regulations.

IN WITNESS THEREOF, the parties have executed this Agreement on the dates set forth below.

By: \_\_\_\_\_  
 Grantee Signature

By: \_\_\_\_\_  
 Leslie Laudon, Acting Deputy Director  
 State Water Resources Control Board,  
 Division of Financial Assistance

\_\_\_\_\_  
 Grantee Typed/Printed Name

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

EXHIBIT A  
SCOPE OF WORK – WORK TO BE PERFORMED BY THE GRANTEE

A. PLANS AND GENERAL COMPLIANCE REQUIREMENTS

1. In order for the State and Regional Water Quality Control Board (Regional Water Board) staff to verify work was adequately performed or conducted, stream reach and all twelve (12) digit Hydrologic Unit Code subwatersheds (HUC-12s) that are affected by the Project must be identified prior to any disbursements.
2. The Grantee shall prepare and implement a Project Assessment and Evaluation Plan (PAEP) to detail the methods of measuring Project benefits and reporting them in accordance with a PAEP. Many projects include multiple activities that will require measurement of several parameters to evaluate Project performance. The Grantee shall not implement monitoring and performance assessment and/or evaluation actions prior to PAEP approval by the Grant Manager. The Grantee shall upload a pdf version of the final approved PAEP to the FAAS system. Guidance for preparing the PAEP is available at: [http://www.waterboards.ca.gov/water\\_issues/programs/grants\\_loans/paep/index.shtml](http://www.waterboards.ca.gov/water_issues/programs/grants_loans/paep/index.shtml).
3. All implementation projects that propose pollution load and/or concentration reductions must report such reductions annually. Grantees must submit annual load/concentration reduction reports to the Grant Manager using the CWA 319(h) Non Point Source Pollution Reduction Project Follow-up Survey Form, or a similar format. Projects protecting, restoring or creating streams, shorelines, or wetlands, must report an annual accounting of the acres of wetlands restored or created, feet of stream bank and shoreline protected and feet of stream channel stabilized. **Error! Hyperlink reference not valid.**
4. If environmental water quality monitoring (chemical, physical, or biological) is undertaken, the Grantee shall prepare, maintain, and implement a Monitoring Plan (MP). The Grantee shall upload a pdf version of the final approved MP to the FAAS system. The MP shall include, but is not limited to, a description of the monitoring objectives, types of constituents to be monitored, and the sampling location frequency/schedule for the monitoring activities. The MP will include the schedule for submittal of monitoring reports. The Grantee shall be prohibited from implementing any sampling or monitoring activities prior to approval of the MP by the Grant Manager. No monitoring may occur prior to MP approval. Any changes to the MP must be submitted to the Grant Manager for review and a decision regarding approval prior to implementation.
5. If an MP is prepared, the Grantee shall also prepare, maintain, and implement a Quality Assurance Project Plan (QAPP) in accordance with the State Water Board's Surface Water Ambient Monitoring Program's (SWAMP) QAPP and data reporting requirements, the SWAMP Quality Assurance Program Plan Guidelines (available at: [http://www.waterboards.ca.gov/water\\_issues/programs/swamp/docs/qapp/qappr082209.pdf](http://www.waterboards.ca.gov/water_issues/programs/swamp/docs/qapp/qappr082209.pdf)), and the USEPA QAPP, EPA AQ/R5, 3/01. Water quality monitoring data includes physical, chemical, and biological monitoring of any surface water. Electronic submittal of data collected in accordance with SWAMP shall be required. The QAPP shall be submitted to the State or Regional Water Board's Quality Assurance (QA) Officer for review and a decision regarding approval prior to the Grantee implementing any sampling or monitoring activities. The Grantee shall upload a pdf version of the final approved QAPP to the FAAS system. No monitoring may occur prior to QAPP approval. Any costs related to monitoring data collected prior to and not supported by the approved QAPP will not be reimbursed. Guidance for preparing the QAPP is available at [http://www.waterboards.ca.gov/water\\_issues/programs/grants\\_loans/grant\\_info/index.shtml](http://www.waterboards.ca.gov/water_issues/programs/grants_loans/grant_info/index.shtml).
6. If proof of submission of water quality data to California Environmental Data Exchange Network (CEDEN) is required in the Table of Items for Review, the Grantee shall upload all water quality data obtained through its implementation of the MP to CEDEN. The Grantee shall also provide a receipt of successful data submission, which is generated by CEDEN, to the Grant Manager prior to submitting a final invoice. Guidance for submitting data, including required minimum data elements and data formats, is available at <http://www.ceden.org> or the CEDEN Regional Data Centers (RDCs) (Moss Landing Marine Lab, San Francisco Estuary Institute, Southern California Coastal Water Research Project, or Central Valley RDC). Contact information for the RDCs is included in the CEDEN webpage.

Comment [JM4]: Only applicable for 319 projects. Remove for Timber

7. Activities supported by grant funds are projects under the California Environmental Quality Act (CEQA) and must comply with CEQA requirements. Work on the Project cannot begin until the State Water Board has reviewed the CEQA documentation submitted by the Grantee and given environmental clearance. If the work is conducted on federal land, the Grantee must also comply with the National Environmental Policy Act (NEPA). Proceeding with work subject to CEQA and/or NEPA without environmental clearance by the State Water Board shall constitute a breach of a material provision of this Agreement.
8. If public agency approvals, entitlements or permits are required, such approvals, entitlements or permits must be obtained and signed copies submitted to the Grant Manager before work begins. If the Project is carried out on lands not owned by the Grantee, the Grantee must obtain adequate rights of way for the useful life of the Project and submit the rights-of-way documentation to the Grant Manager.
9. State Disclosure Requirements – Include the following disclosure statement in any document, written report, or brochure prepared in whole or in part pursuant to this Agreement:

“This Project has been funded wholly or in part by the United States Environmental Protection Agency (USEPA) and the State Water Resources Control Board (State Water Board). The contents of this document do not necessarily reflect the views and policies of the USEPA or the State Water Board, nor does the USEPA or the State Water Board endorse trade names or recommend the use of commercial products mentioned in this document.”

The Grantee shall place a sign in a prominent location at Project site (if applicable) or at the Grantee's headquarters and shall include the following color logos:



(logos available from the Grant Manager), and the following disclosure statement:

“Funding for this project has been provided in full or in part by the United States Environmental Protection Agency and the State Water Resources Control Board under the Federal Nonpoint Source Pollution Control Program (Clean Water Act Section 319).”

The Project sign may include another agency's required promotional information so long as the above logo and disclosure statement are equally prominent on the sign. The sign shall be prepared in a professional manner. Additionally, the required contents of the sign (logo and disclosure statement) shall be posted on the Grantee's website or any of the Grantee's web page(s) associated with the Project.

10. The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within Item 8 of this exhibit.

## B. PROJECT-SPECIFIC REQUIREMENTS

*The State Water Board Program Analyst inserts a detailed Project-specific scope of work detailing who will be doing what. Be as specific as appropriate for the Project being funded. The scope must be consistent with the proposed scope contained in the application and the required revisions identified during the review process. Do not include purely speculative statements or purely historical statements. For example, say “Grantee shall conduct restoration work from X stretch of creek to Y stretch of creek. Such work will include removal of exotic flora (including X plant, if known)”, etc. DON'T SAY “Grantee is concerned about invasive flora in the watershed. This type of flora hurts the habitat for aquatic species.” What we want to know is WHAT THE GRANTEE IS ACTUALLY GOING TO DO.*

### 1. Heading of Work Item

1.1 Work to be performed.

1.2 Work to be performed.

1.2.1 Work to be performed.

TABLE OF ITEMS FOR REVIEW

ITEM	DESCRIPTION	CRITICAL DUE DATE	ESTIMATED DUE DATE
<b>EXHIBIT A – SCOPE OF WORK – WORK TO BE PERFORMED BY THE GRANTEE</b>			
A.	<b>PLANS AND GENERAL COMPLIANCE REQUIREMENTS</b>		
1.	All HUC-12s for Project Site	Day 90	
	Stream Reach for Project Site and Monitoring Locations	Day 120	
2.	Project Assessment and Evaluation Plan (PAEP)	Day 30	
	Non Point Source Pollution Reduction Project Follow-up Survey Form (if applicable)	Annually by December 15th	
3.	Monitoring Plan (MP)	Day 90	
	Monitoring Reports		Quarterly/Monthly
4.	Quality Assurance Project Plan (QAPP)	Day 90	
5.	Proof of Water Quality Data Submission to CEDEN	Before Final Invoice	
6.	Copy of final CEQA/NEPA Documentation	Month,Day,Year	
7.	Public Agency Approvals, Entitlements or Permits		As Needed
	Rights of Way Documentation		As Needed
B.	<b>PROJECT-SPECIFIC REQUIREMENTS</b>		
1.	{Title of work item to be reviewed}		Month Year
a.	{Name of item to be reviewed}		Month Year
b.	{Name of item to be reviewed}		Month Year
<b>EXHIBIT B – INVOICING, BUDGET DETAIL, AND REPORTING PROVISIONS</b>			
A.	<b>INVOICING</b>		Quarterly/Monthly
F.	<b>REPORTS</b>		
1.	Progress Reports by the twentieth (20 <sup>th</sup> ) of the month following the end of the calendar quarter (March, June, September, and December) <del>delete if monthly</del>		Quarterly/Monthly
2.	Annual Progress Summaries		Annually by 9/30
3.	Natural Resource Project Inventory (NRPI) Project Survey (If applicable)	Before Final Invoice	
4.	Draft Project Report	Month,Day,Year	
5.	Final Project Report	Month,Day,Year	
6.	Final Project Summary	Before Final Invoice	
7.	Final Project Inspection and Certification	Before Final Invoice	
<b>EXHIBIT D –SPECIAL CONDITIONS</b>			
1.	Lobbying Certification		With Final Report

ITEM	DESCRIPTION	CRITICAL DUE DATE	ESTIMATED DUE DATE
2.	MBE/WBE Documentation		Quarterly

EXHIBIT B  
INVOICING, BUDGET DETAIL AND REPORTING PROVISIONS

A. INVOICING

1. Invoices shall be submitted using the invoice template provided by the State Water Board. The invoice must be itemized based on the line items specified in the Budget. The original invoice shall be submitted to the Grant Manager on a **monthly/quarterly** basis consistent with the reporting schedule in Section G.1 of this exhibit. The address for submittal is:

**Name, Grant Manager**  
**Regional Water Quality Control Board**  
**Address**  
**City, CA Zip**

2. Invoices submitted in any other format than the one provided by the State Water Board will cause an invoice to be disputed. In the event of an invoice dispute, the State Water Board's Grant Manager will notify the Grantee by initiating an "Invoice Dispute Notification" form. Payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided above may result in return of the invoice to the Grantee. Payment shall be deemed complete once the check is deposited in the United States mail with appropriate address and postage. The Grant Manager has the responsibility for approving invoices.
3. Supporting documentation (e.g., receipts) must be submitted with each invoice to request reimbursement for grant funds as well as to support Match Funds invoiced. The amount claimed for the Personnel Services line item and Professional and Consultant Services line item must include a calculation formula (i.e. hours or days worked times the hourly or daily rate = total amount claimed). Invoice payment shall be made only after receipt of a complete, adequately supported, properly documented and accurately addressed invoice.
4. The Grantee shall not request disbursement for any cost until such cost has been incurred and has been paid by or is due and payable by the Grantee. Although it is agreed that actual payment of such cost by the Grantee is not required as a condition of the grant disbursement, all grant disbursements received by the Grantee shall be paid to contractors and vendors within thirty (30) days from receipt of the funds. In the event that the Grantee fails to disburse grant funds to contractors or vendors within thirty (30) days from receipt of the funds, the Grantee shall immediately return such funds to the State Water Board. Interest shall accrue on such funds from the date of disbursement through the date of mailing of funds to the State Water Board. If the Grantee held such funds in interest-bearing accounts, any interest earned on the funds shall also be due to the State Water Board.
5. Notwithstanding any other provision of this 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. In the event that any breach of any of the provisions of this Agreement by the Grantee shall result in the failure of Project funds to be used pursuant to the provisions of this Agreement, or if such breach shall result in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government, the Grantee shall immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach.
6. Notwithstanding any other provision of this Agreement, the State Water Board may withhold all or any portion of the funds provided for by this Agreement in the event that:
  - a. The Grantee has materially violated, or threatens to materially violate, any term, provision, condition, or commitment of this Agreement; or
  - b. The Grantee fails to maintain reasonable progress toward completion of the Project.



7. Notwithstanding any other provision of this Agreement, the Grantee agrees that the State Water Board may retain an amount equal to ten percent (10%) of the grant amount specified in this Agreement until completion of the Project to the reasonable satisfaction of the State Water Board. Any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest, upon completion of the Project.
8. The invoice shall contain the following information:
  - a. The date of the invoice;
  - b. The time period covered by the invoice, i.e., the term "from" and "to";
  - c. The total amount due;
  - d. Documentation of match;
  - e. Supporting documentation
  - f. Original signature and date (in ink) of Grantee's authorized representative; and
  - g. Final invoice shall be clearly marked "FINAL INVOICE" and submitted NO LATER THAN JULY 31, 201X.

#### B. BUDGET CONTINGENCY CLAUSE

The maximum amount to be encumbered under this Agreement for the 201X-XX fiscal year ending JUNE 30, 201X shall not exceed TYPE OUT DOLLAR AMOUNT (ALPHA) DOLLARS (\$NUMERIC).

The State Water Board's obligation to disburse Project funds is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason, including but not limited to failure of the State government to appropriate funds necessary for disbursement of Project Funds, the State Water Board shall not be obligated to make any disbursements to the Grantee under this Agreement. This provision shall be construed as a condition precedent to the obligation of the State Water Board to make any disbursements under this Agreement. If any disbursements due the Grantee under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the State Water Board that such disbursement will be made to the Grantee when sufficient funds do become available, but this intention is not binding.

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

If this Agreement's funding for any fiscal year is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State Water Board shall have the option to either cancel this Agreement with no liability occurring to the State Water Board, or offer an amendment to the Grantee to reflect the reduced amount.

C. LINE ITEM BUDGET

	319(h)	*MATCH	TOTAL												
<p>Personnel Services (Classifications, Hours, and Rates must be submitted in the FAAST application. The total must add up to the TOTAL column [319(h) plus Match]. These individuals must be employed by the Grantee. If CEQA, QAPP, etc. docs are done by Grantee's employee, costs are incurred in the hours/total. (A completed Grantee Labor Certification form should accompany invoices). Examples:</p> <table border="0" style="width: 100%; margin-left: 20px;"> <tr> <td style="width: 30%;">Classification</td> <td style="width: 15%;">Hours</td> <td style="width: 15%;">Wage/Hour</td> <td></td> </tr> <tr> <td>Principal Engineer</td> <td>XX</td> <td>\$XX.XX</td> <td></td> </tr> <tr> <td>Senior Planner</td> <td>XX</td> <td>\$XX.XX</td> <td></td> </tr> </table>	Classification	Hours	Wage/Hour		Principal Engineer	XX	\$XX.XX		Senior Planner	XX	\$XX.XX		\$	\$	\$
Classification	Hours	Wage/Hour													
Principal Engineer	XX	\$XX.XX													
Senior Planner	XX	\$XX.XX													
<p>Operating Expenses (All Grantee expenses associated with the Project, including permit fees, etc.) (Prorated for Project)                      Examples: Document Reproduction, Office Supplies, Office Expenses, Travel, Permit Fees, Lab Equipment, etc. NOTE: If an item is described as "equipment," it must be followed by "(less than \$5,000)"</p>	\$	\$	\$												
<p>Equipment (\$5,000 or more per item)                      Itemize each piece of equipment. Examples: Automatic Sampler, QPCR Monitoring Equipment, etc.</p>	\$	\$	\$												
<p>Professional and Consultant Services List type of services contracted out                      Examples: Pre-Design Geotechnical Services, Site Survey, Design Plans and Specifications, Monitoring, Lab Services, Permit Fees, QAPP and Monitoring Plan Preparation, Report Preparation, Sanitary Sewer Surveys, CEQA/NEPA, etc.</p>	\$	\$	\$												
<p>Construction (Contracted Services) (If construction services are done by Grantee's employees, these expenses are noted here and "Contracted Services" is deleted. A Grantee Labor Certification form should be completed for Grantee employee construction hours.)</p>	\$	\$	\$												
<p>Indirect Costs</p>	\$	\$	\$												
<p>TOTAL</p>	\$	\$	\$												

\* The funding match requirement may be reduced or waived for projects directly benefitting a disadvantaged community.

D. BUDGET LINE ITEM FLEXIBILITY

1. Line Item Adjustment(s). Subject to the prior review and approval of the Grant Manager, adjustments between existing line item(s) may be used to defray allowable direct costs up to fifteen percent (15%) of the total grant amount (excluding Match Funds) including any amendment(s) thereto. Line item adjustments in excess of fifteen percent (15%) shall require a formal Agreement amendment. If the Line Item Budget includes an amount for Personnel Services, that amount is based on the hours, classifications, and rates submitted by the Grantee in its application. Any changes to the hours, classifications, and rates must be approved, in advance and in writing, by the Grant Manager.

2. Procedure to Request an Adjustment. The Grantee may submit a request for an adjustment in writing to the State Water Board. Such adjustment may not increase or decrease the total grant amount allocated per fiscal year. The Grantee shall submit a copy of the original Agreement Budget sheet reflecting the requested changes. Changes shall be noted by striking the original amount(s) followed with revised change(s) in bold and underlined. Budget adjustments deleting a budget line item or adding a new budget line item requires a formal amendment and are not permissible under this provision. The State Water Board may also propose adjustments to the budget.
3. Remaining Balance. In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Agreement, any remaining funds revert to the State. The State Water Board will mail a Notice of Project Completion letter to the Grantee stating that the project file is closed, the final invoice is being processed for payment, and any remaining balance will be disencumbered and unavailable for further use under the Agreement.

#### E. MATCH FUNDS

1. The Grantee agrees to provide match funds in the amount of TYPE OUT DOLLAR AMOUNT (ALPHA) DOLLARS (\$NUMERIC) (Match Funds) for this Project. This Match Funds amount is based on Line Item Budget categories, funding sources, and amounts submitted by the Grantee in its application and during the negotiation of this Agreement. Any Match Funds line item changes or adjustments in Match Funds classifications or sources requested by the Grantee must be approved, in advance and in writing, by the Grant Manager.
2. If, upon completion of the Project, the Grantee has provided match funds in an amount that is less than the Match Funds amount set forth in paragraph F.1 above, then the State Water Board may proportionately reduce the grant amount and/or Grantee's Match Funds amount, provided the reduced amount(s) satisfy statutory requirements and State Water Board Guidelines.

#### F. REPORTS

1. PROGRESS REPORT. The Grantee shall submit quarterly/monthly progress reports to the State Water Board's Grant Manager by the twentieth (20<sup>th</sup>) of the month (delete if monthly, leave if quarterly) following the end of the calendar quarter (March, June, September, and December).
  - a. The progress reports shall provide a brief description of the work performed, accomplishments during the quarter/month, milestones achieved, monitoring results (if applicable), and any problems encountered in the performance of the work under this Agreement. The Grantee shall document all contractor activities and expenditures in progress reports.
  - b. The invoice should accompany the progress report. The invoice should reflect charges for the work completed during the reporting period covered by progress report. The invoice cannot be paid prior to submission of a progress report covering the invoice reporting period.
2. ANNUAL PROGRESS SUMMARIES. Prepare and provide an Annual Progress Summary annually by September 30. The summary must be no more than two (2) pages, and shall include pictures as appropriate. Upload an electronic copy of the Annual Progress Summary in pdf format to the FAAS system. The summary shall include the following:
  - a. A summary of the conditions the Project is meant to alleviate, the Project's objective, the scope of the Project, and a description of the approach used to achieve the Project's objective.
  - b. A summary of the progress made to date, significant milestones achieved, and the current schedule of completing the Project.
  - c. An evaluation of the effectiveness of the Project to date in preventing or reducing pollution and alleviating the Project's original conditions.

3. NATURAL RESOURCE PROJECTS INVENTORY (NRPI) SURVEY FORM. If available at the completion of this Project, the Grantee shall complete and submit electronically a Natural Resource Project Inventory (NRPI) Project Survey Form found at <http://www.ice.ucdavis.edu/nrpi>.
4. DRAFT FINAL PROJECT REPORT. Prepare and submit to the Grant Manager a Draft Final Project Report for review and comment that includes and addresses the following narrative sections and items. **Additional requirements are listed in Exhibit D (remove for Timber projects).**
  - a. A report of all monitoring and management practices or management measures implemented, including identification of the stream reach affected by these activities. The report shall include all Project-required water quality monitoring data as uploaded into CEDEN, and provided in both Microsoft Excel and pdf formats. The report must be in a format that precisely identifies monitoring and management measures locations so that the Grant Manager can easily identify the affected stream reach.
  - b. Describe Project performance, including benefits, successes and shortcomings, consistent with the PAEP. Enumerate specific quantifiable environmental changes and results of the Project. As appropriate, include 1) behavioral results such as the amount of management practices or measures implemented, 2) estimates or measurements of the amount of pollutants prevented from reaching surface or groundwater, 3) documented changes in water quality based on monitoring, and 4) improved or protected beneficial uses.
  - c. Identify lessons learned in carrying out the Project. Describe what worked and what did not work, and how similar efforts could be utilized within the Project area, as well as in other watersheds.
  - d. **The Grantee shall include a separate analysis of the originally proposed load reductions and the actual amount of pollutants prevented from reaching surface and/or ground water. If the originally proposed Load Reductions were not achieved, the Grantee shall also identify and discuss all load reduction limiting factors and any possible future solutions. This information shall be included in both the Final Project Report and the Final Project Summary (remove for Timber Projects).**
  - e. Describe the extent of outreach that has been conducted and if there are plans to further promote the results of the Project to achieve additional implementation.
  - f. Describe the Project's funding. Include the projected cost and actual cost of the Project, how much of the grant funds were spent, and how much funding was put into the Project from other sources. Identify funding sources that have been "leveraged" by the Project and plans for funding future activities.
  - g. Identify planned or potential follow-up activities, such as any additional steps necessary to achieve the water quality objectives, Total Maximum Daily Loads (TMDL) or local watershed plans.
  - h. Include appropriate photos and graphics.
  - i. A list of items submitted as outlined in the Table of Items for Review.
  - j. Any additional information that is deemed appropriate by the Project Director or Grant Manager.
5. FINAL PROJECT REPORT. Prepare a Final Project Report that addresses, to the extent feasible, comments made by the Grant Manager on the Draft Final Project Report. Submit one (1) reproducible master and an electronic copy of the final. Upload an electronic copy of the Final Project Report in pdf format to the FAAST system.
6. FINAL PROJECT SUMMARY. Prepare a brief summary of the information contained in the Final Project Report, including before and after photographs, as appropriate. Upload an electronic copy of the Final Project Summary in pdf format to the FAAST system.

7. FINAL PROJECT INSPECTION AND CERTIFICATION. Upon completion of the Project, the Grantee shall provide for a final inspection and shall certify that the Project has been completed in accordance with this Agreement, any final plans and specifications submitted to the State Water Board, and any amendments or modifications thereto. If the Project involved the planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, or other professionals, the final inspection and certification shall be conducted by a California Registered Professional Engineer or other appropriate California registered professional. The results of the final inspection and certification shall be provided to the Grant Manager.
8. AS NEEDED REPORTS. The Grantee agrees to provide expeditiously such reports, data, and information as may be reasonably required by the Division, including but not limited to material necessary or appropriate for evaluation of the funding program or to fulfill any reporting requirements of the state or federal government.

G. PAYMENT OF PROJECT COSTS

The Grantee agrees that it will provide for payment of its full share of Project costs and that all costs connected with the Project will be paid by the Grantee on a timely basis.

H. FRAUD AND MISUSE OF PUBLIC FUNDS

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. Additionally, the Deputy Director of the Division of Financial Assistance may request an audit pursuant to Exhibit C, paragraph 5 and refer the matter to the Inspector General's Office, USEPA Office of Inspector General, the appropriate U.S. Attorney's Office, or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability.

I. FUNDING CONDITIONS AND EXCLUSIONS

1. The State Water Board's disbursement of funds is contingent on the Grantee's compliance with the terms and conditions of this Agreement.
2. The Grantee will not seek reimbursement of any Project costs that have been reimbursed from other funding sources.
3. The Grantee shall not request a disbursement unless that cost is allowable, reasonable, and allocable.
4. The Grantee agrees that it shall not be entitled to interest earned on undisbursed Project funds.

5. [for planning projects] This Agreement reflects planning funding only. If the Grantee desires implementation/construction funding, the Grantee must apply for implementation/construction funding, and execute an implementation/construction funding agreement. Costs associated with the implementation/construction phase of the possible implementation/construction project are not eligible for reimbursement under this Agreement.

Comment [RSS]: If planning project. Otherwise, delete.

EXHIBIT C  
GENERAL TERMS AND CONDITIONS

1. **AGRICULTURAL WATER MANAGEMENT PLAN CONSISTENCY:** If the Grantee is an agricultural water supplier as defined by Water Code section 10608.12, Grantee must comply with Agricultural Water Management Planning requirements as mandated by Water Code section 10852.
2. **AMENDMENT:** No amendment or variation of the terms and conditions of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.
3. **APPROVAL:** The Grantee will not proceed with any work on the Project until authorized in writing by the State Water Board.
4. **ASSIGNMENT:** This grant is not assignable by the Grantee, either in whole or in part, without the written consent of the State Water Board.
5. **AUDIT:** The Grantee agrees that the State Water Board, the Bureau of State Audits, the Governor of the State, the USEPA, the Office of Inspector General, or any authorized representative of the foregoing shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Division of Financial Assistance (Division), at its option, may call for an audit of financial information relative to the Project, where the Deputy Director of the Division determines that an audit is desirable to assure program integrity or where such an audit becomes necessary because of federal requirements. Where such an audit is called for, the audit shall be performed by a certified public accountant independent of the Grantee and at the cost of the Grantee. The audit shall be in the form required by the Division. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any contract related to performance of this Agreement. (Gov. Code, § 8546.7.)

Audit disallowances will be returned to the State Water Board. Failure to comply with audit disallowance provisions shall disqualify the Grantee from participating in State Water Board funding programs.

[for planning projects – remove BONDING and CALFED PROGRAM CONSISTENCY paragraphs – renumber accordingly.]

6. **BONDING:** Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value; labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. (Civ. Code, § 9550; Pub. Contract Code, § 7103.)
7. **CALFED PROGRAM CONSISTENCY:** If this Project assists in meeting any of the CALFED Bay-Delta Program Goals, this Project shall be consistent with the CALFED Programmatic Record of Decision and must be implemented, to the maximum extent possible, through local and regional programs.
8. **CLAIMS:** Any claim of the Grantee is limited to the rights, remedies, and claims procedures provided to the Grantee under this Agreement.
9. **COMPETITIVE BIDDING:** Grantee shall adhere to any applicable federal, state or local requirements for competitive bidding and applicable labor laws. If Grantee is a private entity, any construction contracts related in any way to the Project shall be let by competitive bid procedures that ensure award of such contracts to the lowest responsible bidders. Grantee must provide a full explanation if Grantee is proposing to award a construction contract to anyone other than the lowest responsible bidder.
9. **COMPLIANCE WITH LAW, REGULATIONS, ETC.:** The Grantee represents that is in compliance with, and shall comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, the Grantee agrees that, to the extent applicable, the Grantee will maintain compliance with:

(1) State Water Board's Nonpoint Source 2017 Grant Program Guidelines;

- (2) All state law requirements set forth in this Exhibit C;
  - (3) All federal requirements set forth in Exhibit D [remove for projects using only TRFR funds]; and
  - (4) The provisions of the adopted environmental mitigation plan for the term of this Agreement, or the useful life of the Project, whichever is longer.
10. 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 Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
  11. CONFLICT OF INTEREST: The Grantee certifies that it is in compliance with applicable state and/or federal conflict of interest laws.
  12. CONTINUOUS USE OF PROJECT; LEASE OR DISPOSAL OF PROJECT: The Grantee agrees that, except as provided in the Agreement, it will not abandon, substantially discontinue use of, lease, or dispose of the Project or any significant part or portion thereof during the useful life of the Project without prior written approval of the Deputy Director of the Division. Such approval may be conditioned as determined to be appropriate by the Deputy Director of the Division, including a condition requiring repayment of all grant funds or any portion of all remaining grant funds covered by this Agreement together with accrued interest and any penalty assessments which may be due.
  13. DATA MANAGEMENT: This Project includes appropriate data management activities so that Project data can be incorporated into appropriate statewide data systems.
  14. DELTA PLAN CONSISTENCY FINDINGS: If the Grantee is a state or local public agency and the Project is covered by the Delta Plan, Grantee must submit certification of project consistency with the Delta Plan to the Delta Stewardship Council according to the requirements of Water Code section 85225 and California Code of Regulations, title 23, section 5002.
  15. DISPUTES: The Grantee shall continue with its responsibilities under this Agreement during any dispute. The Grantee may appeal a staff decision within 30 days to the Deputy Director of the Division or designee, for a final Division decision. The Grantee may appeal a final Division decision to the State Water Board within 30 days. The Office of the Chief Counsel of the State Water Board will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided to the State Water Board's Executive Director and each State Water Board Member. Upon the motion of any State Water Board Member, the State Water Board will review and resolve the dispute in the manner determined by the State Water Board. Should the State Water Board determine not to review the final Division decision, this decision will represent a final agency action on the dispute. This section does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law. This section relating to disputes does not establish an exclusive procedure for resolving claims within the meaning of Government Code sections 930 and 930.4.
  16. ENVIRONMENTAL CLEARANCE (CEQA/NEPA/STREAMBED ALTERATION):
    - a. Notwithstanding any other provision, the State Water Board has no binding obligation to provide funding under this Agreement except for California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) exempt activities. No work that is subject to CEQA or NEPA may proceed under this Agreement until documents that satisfy the CEQA/NEPA process are received by the Grant Manager and the State Water Board has provided approval to proceed. Upon receipt and review of the Grantee's CEQA and/or NEPA documents, the State Water Board shall make the appropriate findings required by CEQA and/or NEPA before determining whether to approve construction funding for the Project under this Agreement. Providing approval for such construction funding is fully discretionary. The State Water Board may require changes in the scope of work or additional mitigation as a condition to providing construction funding under this Agreement. Grantee shall not perform any work subject to CEQA and/or NEPA before the State Water Board completes its environmental review and specifies any changes in scope or additional mitigation that may be required. Proceeding with work subject to CEQA

**Comment [RS6]:** If State Water Board is lead agency (e.g. grant is to non-profit), delete and replace with:

"the State Water Board has completed all requirements of the CEQA/NEPA process and determined to ..."



and/or NEPA without approval by the State Water Board shall constitute a breach of a material provision of this Agreement.

- b. If this Project includes modification of a river or stream channel, it must fully mitigate environmental impacts resulting from the modification. The Grantee must provide documentation that the environmental impacts resulting from such modification will be fully mitigated considering all of the impacts of the modification and any mitigation, environmental enhancement, and environmental benefit resulting from the Project, and whether, on balance, any environmental enhancement or benefit equals or exceeds any negative environmental impacts of the Project.
17. FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS: The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law, federal law, or this Agreement. The Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.
18. GOVERNING LAW: This grant is governed by and shall be interpreted in accordance with the laws of the State of California.
19. GRANTEE'S RESPONSIBILITY FOR WORK: The Grantee shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, consultants, 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.
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 Water Board, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State Water Board under this Agreement.
21. INDEPENDENT ACTOR: The Grantee, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of the State Water Board.
22. INSPECTION: The State Water Board, the Bureau of State Audits, the USEPA, the Office of Inspector General, or any authorized representative of the foregoing, shall have suitable access to the Project site or Project records at all reasonable times during Project implementation and thereafter for the useful life of the Project to ascertain compliance with this Agreement and its goals. The Grantee acknowledges that, except for a subset of information regarding archaeological records, the Project records and locations are public records, including but not limited to all of the submissions accompanying the application, all of the documents incorporated by reference into this Agreement, and all reports, disbursement requests, and supporting documentation submitted hereunder.
- [for planning projects – remove INSURANCE paragraph – renumber accordingly]**
23. INSURANCE: Throughout the useful life of the Project, the Grantee shall provide and maintain insurance against fire, vandalism and other loss, damage, or destruction of the facilities or structures constructed pursuant to this Agreement, if any. This insurance shall be issued by a company or companies admitted to transact business in the State of California. The insurance policy shall contain an endorsement specifying that the policy will not be cancelled or reduced in coverage without thirty (30) days prior written notice to the State Water Board. In the event of any damage to or destruction of the Project or any larger system of which it is a part, the net proceeds of insurance shall be applied to the reconstruction, repair or replacement of the damaged or destroyed parts of the Project or its larger system. The Grantee shall begin such reconstruction, repair, or replacement as expeditiously as possible and shall pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same shall be completed and the larger system shall be free of all claims and liens.
24. NONDISCRIMINATION CLAUSE:



- a. During the performance of this Agreement, the Grantee and its consultants and contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family care leave, or genetic information, gender, gender identity, gender expression, or military and veteran status.
  - b. The Grantee, its consultants, and contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
  - c. The Grantee, its consultants, and contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12990) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
  - d. The Grantee, its consultants, and contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement, if any.
  - e. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement. Failure by the Grantee to carry out these requirements and applicable requirements of 40 CFR part 33 is a breach of a material provision of this Agreement which may result in its termination.
25. NO THIRD PARTY RIGHTS: The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation or undertaking established herein.
26. NOTICE:
- a. The Grantee shall notify the Division in writing within five (5) working days of the occurrence of the following:
    - (1) Bankruptcy, insolvency, receivership or similar event of the Grantee;
    - (2) Actions taken pursuant to state law in anticipation of filing for bankruptcy;
  - b. The Grantee shall notify the Division within ten (10) working days of any litigation pending or threatened against Grantee regarding its continued existence, consideration of dissolution, or reincorporation;
  - c. The Grantee shall notify the State Water Board and USEPA at least ten (10) working days prior to any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by State Water Board's representatives.
  - d. The Grantee shall notify the State Water Board prior to conducting construction, monitoring, demonstration, or other implementation activities such that State Water Board and/or Regional Water Board staff may observe and document such activities.
  - e. The Grantee shall promptly notify the Division, in writing, of the following:
    - (1) Events or proposed changes that could affect the scope, budget, or work performed under this Agreement. The Grantee shall undertake no substantial change in the scope of the Project until written notice of the proposed change has been provided to the State Water Board, and the State Water Board has given written approval for such change.
    - (2) Discovery of any potential archeological or historical resource. Should a potential archeological or historical resource be discovered during implementation of the Project, the Grantee shall cease all work in the area of the find until a qualified archeologist has evaluated the situation and made

recommendations regarding preservation of the resource, and the Deputy Director of the Division has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the Division.

- (3) Discovery of any unexpected endangered or threatened species, as defined in the federal Endangered Species Act. Should a federally protected species be unexpectedly encountered during implementation of the Project, the Grantee shall promptly notify the Deputy Director of the Division. This notification is in addition to the Grantee's obligations under the federal Endangered Species Act.
- (4) Any cessation of all major construction work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more.
- (5) Any circumstance, combination of circumstances, or condition, which is expected to or does delay completion of construction for a period of ninety (90) days or more beyond the estimated date of completion of construction previously provided.
- (6) Completion of work on the Project.

[for planning projects – remove OPERATIONS & MAINTENANCE paragraph – renumber accordingly]

27. OPERATIONS & MAINTENANCE: The Grantee shall maintain and operate the facility and structures constructed or improved as part of the Project throughout the useful life of the Project, consistent with the purposes for which this Grant was made. The Grantee assumes all operations and maintenance costs of the facilities and structures; the State Water Board shall not be liable for any cost of such maintenance, management or operation. The Grantee may be excused from operations and maintenance only upon the written approval of the Deputy Director of the Division. For purposes of this Agreement, "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses. "Maintenance costs" include ordinary repairs and replacements of a recurring nature necessary to prolong the life of capital assets and basic structures, and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures.

28. PERMITS, CONTRACTING, AND DEBARMENT: The Grantee shall procure all permits and licenses necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. The Grantee shall comply in all material respects with all applicable federal, state and local laws, rules and regulations. Signed copies of any such permits or licenses shall be submitted to the Division before construction begins. Any contractors, outside associates, or consultants required by the Grantee in connection with the services covered by this Agreement shall be limited to such individuals or firms as were specifically identified and agreed to during negotiations for this Agreement, if any, or as are specifically authorized by the State Water Board's Grant Manager during the performance of this Agreement. Any substitutions in, or additions to, such contractors, associates, or consultants, shall be subject to the prior written approval of the State Water Board's Grant Manager. The Grantee shall not contract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension." (2 CFR part 180; 2 CFR part 1532.) The Grantee shall not contract with any individual or organization on USEPA's List of Violating Facilities <http://www.epa.gov/epaospr/airquality/criteria/airpollutants/airpollutants.html>.

For any work related to this Agreement, the Grantee shall not contract with any individual or organization on the State Water Board's List of Disqualified Businesses and Persons that is identified as debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which funding under this Agreement is authorized. The State Water Board's List of Disqualified Businesses and Persons is located at [http://www.waterboards.ca.gov/water\\_issues/programs/ustcf/dbp.shtml](http://www.waterboards.ca.gov/water_issues/programs/ustcf/dbp.shtml).

The Grantee certifies that it and its principals, and any lower-tier contractors:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department, the California Department of Industrial Relations (DIR), the State Water Board, or the Grantee;

- b. Have not within a three (3)-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and,
  - d. Have not within a three (3)-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.
29. **PREVAILING WAGES AND LABOR COMPLIANCE:** If applicable, the Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current 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>.
- If the Grantee is a Charter City as defined in Labor Code section 1782, subdivision (d)(2), the Grantee will comply with the requirements of Labor Code section 1782 and Public Code section 2503 as discussed in the following subparts (a) and (b):
- a. **Prevailing Wage:** The Grantee certifies that it is eligible for state funding assistance notwithstanding Labor Code section 1782. Specifically the Grantee certifies that no charter provision nor ordinance authorizes a construction project contractor not to comply with Labor Code's prevailing wage rate requirements, nor, within the prior two years (starting from January 1, 2015 or after) has the city awarded a public works contract without requiring the contractor to comply with such wage rate requirements according to Labor Code section 1782.
  - b. **Labor Agreements:** The Grantee certifies that no charter provision, initiative, or ordinance limits or constrains the city's authority or discretion to adopt, require, or utilize project labor agreements that include all the taxpayer protection antidiscrimination provisions of Public Contract Code section 2500 in construction projects, and that the Grantee is accordingly eligible for state funding or financial assistance pursuant to Public Contract Code section 2503.
30. **PROFESSIONALS:** The Grantee agrees that only licensed professionals will be used to perform services under this Agreement where such services are called for. All technical reports required pursuant to this Agreement that involve planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, architectural, or geologic sciences, shall be prepared by or under the direction of persons registered to practice in California pursuant to Business and Professions Code, sections 5536.1, 6735, 7835, and 7835.1. To demonstrate compliance with California Code of Regulations, title 16, sections 415 and 3065, all technical reports must contain a statement of the qualifications of the responsible registered professional(s). As required by these laws, completed technical reports must bear the signature(s) and seal(s) of the registered professional(s) in a manner such that all work can be clearly attributed to the professional responsible for the work.
31. **RECORDS:** Without limitation of the requirement to maintain Project accounts in accordance with generally accepted accounting principles, the Grantee agrees to:
- a. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
  - b. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Agreement;
  - c. Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Agreement;

- d. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs;
- e. Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations; and,
- f. If a Force Account is used by the Grantee for any phase of the Project, establish an account that documents all employee hours, and associated tasks charged to the Project per employee.

The Grantee agrees to maintain all records, supporting documents, and statistical records relating to the Project for a possible audit for a minimum of three (3) years [seven(7) if only using TRFR funds] after Project completion, unless a longer period is required in writing by the State Water Board or USEPA. If litigation, claim or audit is started during the three year retention period, records must be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

- 32. RELATED LITIGATION: Under no circumstances may a Grantee use funds from any disbursement under this Agreement to pay costs associated with any litigation the Grantee pursues against the State Water Board or any Regional Water Board. Regardless of the outcome of any such litigation, and notwithstanding any conflicting language in this Agreement, the Grantee agrees to complete the Project funded by this Agreement or to repay all of the grant funds plus interest.
- 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 Agreement are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Grantee may copyright the same, except that, as to any work which is copyrighted by the Grantee, the State Water Board reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so, and to receive electronic copies from the Grantee upon request.
- 34. STATE REVIEWS AND INDEMNIFICATION: The parties agree that review or approval of Project applications, documents, permits, plans and specifications or other Project information by the State Water Board is for administrative purposes only, including conformity with application and eligibility criteria, and expressly not for the purposes of design defect review or construction feasibility, and does not relieve the Grantee of its responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the Project. To the extent permitted by law, the Grantee agrees to indemnify, defend and hold harmless the State Water Board, the State of California, and their officers, employees, and agents (collectively "Indemnified Parties") against any loss or liability arising out of any claim or action brought against the Indemnified Parties from and against any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from, or in any way connected with (1) the Project or the conditions, occupancy, use, possession, conduct or management of, work done in or about, or the planning, design, acquisition, installation or construction, of the Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the California Hazardous Waste Control Law and California Water Code section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the System; or, (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Grantee for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement. The Grantee shall also provide for the defense and indemnification of the Indemnified Parties in any contractual provision extending indemnity to the Grantee in any contract let for the performance of any work under this Agreement, and shall cause the Indemnified Parties to be included within the scope of any provision for the indemnification and defense of the Grantee in any contract or subcontract. To the fullest extent permitted by law, the Grantee agrees to pay and discharge any judgment or award entered or made against the State Water Board and/or the State with respect to any

such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section shall survive the term of this Agreement.

35. STATE WATER BOARD ACTION, COSTS, AND ATTORNEY FEES: The Grantee agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the State Water Board as a result of breach of this Agreement by the Grantee, whether such breach occurs before or after completion of the Project, and exercise of any remedy provided by this Agreement by the State Water Board shall not preclude the State Water Board from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Agreement, it is agreed that each party shall bear its own filing costs and attorney fees.
36. SUPPLEMENTAL ENVIRONMENTAL PROJECTS: Grant funds shall not be used for supplemental environmental projects required by Regional Water Boards.
37. TERMINATION, IMMEDIATE REPAYMENT, INTEREST: This Agreement may be terminated by written notice at any time prior to completion of the Project, at the option of the State Water Board, upon violation by the Grantee of any material provision after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Agreement within a reasonable time as established by the State Water Board. In the event of termination, the Grantee agrees, upon demand, to immediately repay to the State Water Board an amount equal to the amount of grant funds disbursed to the Grantee prior to such termination. In the event of termination, interest shall accrue on all amounts due at the highest legal rate of interest from the date that notice of termination is mailed to the Grantee to the date of full repayment by the Grantee.
38. TIMELINESS: Time is of the essence in this Agreement. The Grantee shall proceed with and complete the Project in an expeditious manner.
39. TRAVEL AND PER DIEM: Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred by the Grantee. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the Grant Manager.
40. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement shall continue to have full force and effect and shall not be affected thereby.
41. URBAN WATER DEMAND MANAGEMENT: If Grantee is an "urban water supplier" as defined by Water Code section 10617, the Grantee must comply with water conservation measures established by SBx7-7. (Water Code, sec. 10608.56.)  
[for planning projects – remove URBAN WATER MANAGEMENT PLAN paragraph – renumber accordingly]
42. URBAN WATER MANAGEMENT PLAN: If the Grantee is an "urban water supplier" as defined by Water Code section 10617, the Grantee certifies that this Project complies with the Urban Water Management Planning Act (Water Code section 10610 et seq.). This shall constitute a condition precedent to this Agreement.
43. URBAN WATER SUPPLIER: If the Grantee is an "urban water supplier" as defined by Water Code section 10617, Grantee must charge each customer for actual water volume measured by water meter according to the requirements of Water Code sections 526 and 527. Section 527 further requires that such suppliers not subject to section 526 install water meters on all municipal and industrial service connections within their service area by 2025.  
[for planning projects – remove USEFUL LIFE OF PROJECT paragraph – renumber accordingly]
44. USEFUL LIFE OF PROJECT: For the purpose of this Agreement, the useful life of any constructed portions of this Project begins upon completion of construction and continues until fifty (50) years thereafter for sewer pipelines and sewage treatment plant structures and twenty (20) years for all else.

45. VENUE: The State Water Board 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. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
46. WAIVER AND RIGHTS OF THE STATE WATER BOARD: Any waiver of rights by the State Water Board with respect to a default or other matter arising under the Agreement at any time shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State Water Board provided for in this Agreement are in addition to any other rights and remedies provided by law.
46. WATER CONSERVATION AND EFFICIENCY PROGRAMS: The Grantee acknowledges that it has appropriate water conservation and efficiency programs in place, and that this provision constitutes a condition of the grant award. A web link with examples of water conservation and efficiency programs is available at: [http://www.waterboards.ca.gov/waterrights/water\\_issues/programs/drought/conservation.shtml](http://www.waterboards.ca.gov/waterrights/water_issues/programs/drought/conservation.shtml). The Grantee also agrees to comply with the State Water Board's Drought Emergency Water Conservation regulations in sections 863-866 of title 23 of the California Code of Regulations. If applicable, the Grantee agrees to include a discussion of progress and compliance in its reports submitted pursuant to Exhibit B of this Agreement.
47. WATER RIGHTS: The Grantee acknowledges that its eligibility for this Grant award is conditioned on its compliance with Water Code section 5103, if applicable. The Grantee further certifies that it **<SELECT ONE, BASED ON GRANTEE'S SELF-CERTIFICATION>** is not required to file a Statement of Diversion and Use pursuant to Water Code section 5101; **or**, has filed and will continue to file its required Statements of Diversion with State Water Board in accordance with Water Code sections 5101 and 5103.
48. WATERSHED MANAGEMENT PLAN CONSISTENCY: The Grantee certifies that any watershed protection activity undertaken as part of this Project will be consistent with the applicable, adopted, local watershed management plans and the applicable Water Quality Control Plan (Basin Plan and/or Statewide) adopted by a Regional Water Board or the State Water Board, where such plans exist. Any such activity occurring in the San Gabriel and Los Angeles watersheds shall be consistent with the San Gabriel and Los Angeles River Watershed and Open Space Plan as adopted by the San Gabriel and Lower Los Angeles Rivers and Mountain Conservancy and the Santa Monica Mountains Conservancy.
49. WITHHOLDING OF GRANT DISBURSEMENTS: The State Water Board may withhold all or any portion of the grant funds provided for by this Agreement in the event that the Grantee has materially violated, or threatens to materially violate, any term, provision, condition, or commitment of this Agreement; or the Grantee fails to maintain reasonable progress toward completion of the Project.

EXHIBIT D  
FEDERAL REQUIREMENTS AND SUBAWARD INFORMATION

FEDERAL SUBAWARD INFORMATION:

Subrecipient name: [fill in]  
Subrecipient's DUNS number: [fill in]  
Federal Award Identification Number (FAIN): 97957517  
Federal Award Date: 06/28/2016  
Federal Award Amount: \$14,976,571  
Federal award project description:

This information may be found in the "Project Title and Description" box on page 1 of the EPA Notice of Award.

Federal Awarding Agency: USEPA, Region 9, Water Division, WTR-1, 75 Hawthorne Street, San Francisco, CA 94105. Awarding official for USEPA is Craig A. Wills, Grant Management Officer.  
CFDA Number and Name: 66.460 – Nonpoint Source Implementation

Pass-through Entity: California State Water Resources Control Board, 1001 I Street, Sacramento, CA 95814.  
Awarding official for the State Water Board is Darrin Polhemus.

Subaward Period: [Contract start date] to [work completion date]  
Amount of federal funds obligated by this action: [\$anticipated project costs until environmental clearance]  
Total amount of federal funds obligated to the subrecipient: [\$]

The State Water Board's indirect cost rate for the Federal Award is 94.44%.

The award is not for purposes of R&D.

Grantee's indirect cost rate for this Agreement is ten (10%) percent.

FEDERAL SUBAWARD CONDITIONS:

1. The Grantee shall not use Project funds, including Match Funds, to engage in lobbying the federal or state governments or in litigation against the United States or the State of California. The Grantee's Chief Executive Officer agrees to provide a written statement certifying that none of the funds have been used to engage in the lobbying of the federal or state governments or in litigation against the United States or the State of California. The certification is due ninety (90) days after the end of the Project period and shall be submitted with the final report. The Grantee shall comply with 40 CFR part 34, New Restrictions on Lobbying, and include language of this provision in award documents for all contracts exceeding \$100,000, and require that sub-recipients submit certification and disclosure forms accordingly. Any recipient of grant funds who makes a prohibited expenditure under 40 CFR part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
2. The Grantee shall comply with Small, Minority, and Women's Business (MBE/WBE) requirements, including, but not limited to the following:
  - a. Include "fair share" percentages in bid documents, and
  - b. Follow the six affirmative steps stated in 40 CFR part 33.

If applicable, the Grantee agrees to report DBE utilization to the Division on the DBE Utilization Report, State Water Board Form DBE UR334.

3. The Grantee shall follow the procurement procedures set forth at 2 CFR sections 200.318 to 200.326, including those requiring competition, when the Grantee acquires goods and services from contractors or consultants or awards any contracts in any way related to the Project. The Grantee acknowledges that it is

**Comment [RS7]:** The Grantee is the federal subrecipient. This language must be used to properly identify this agreement as a subaward.

**Comment [RS8]:** We must include in our agreement:

An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government [this may be any federal agency, not just the USEPA] or, if no such rate exists, either a rate negotiated between the [State Water Board] and the [Grantee] . . . ., or a [10%] de minimis indirect cost rate as defined in §200.414 Indirect (F&A) costs, paragraph (f);



subject to pre-procurement review by the USEPA and the State Water Board. The Grantee shall include the language in Appendix II to 2 CFR part 200 in all contracts and subcontracts to be awarded for the Project.

4. The Grantee agrees that it will not request a disbursement unless that cost is allowable, reasonable, and allocable. In addition to any requirements imposed by the State Water Board, the Grantee shall abide by the federal cost principles in subpart E to 2 CFR part 200 in determining allowable and allocable costs.
5. The Grantee shall abide by the property management and disposition requirements in 2 CFR sections 200.310 through 200.316 for property, equipment, or supplies acquired with funds provided under this Agreement.
6. Grantee shall promptly complete all actions necessary to ensure closeout of this subaward by the State Water Board, including:
  - (a) Grantee shall submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the State Water Board to complete closeout of the subaward. The State Water Board may approve extensions when requested by the Grantee, but is not obligated to do so.
  - (b) Unless the State Water Board authorizes an extension, the Grantee must liquidate all obligations incurred under this subaward not later than 90 calendar days after the end date of the period of performance as specified in the terms and conditions of the Federal award.
  - (c) The Grantee must promptly refund any balances of unobligated cash that the State Water Board paid that are not authorized to be retained by the Grantee for use in other projects. See OMB Circular A-129 and see 2 CFR section 200.345 Collection of amounts due, for requirements regarding unreturned amounts that become delinquent debts.
  - (d) The Grantee must account for any real and personal property acquired with funds provided under this Agreement or received from the Federal Government in accordance with 2 CFR sections 200.310 through 200.316 and section 200.329. If required by the Division, Grantee shall submit reports annual on the status of any real property in accordance with section 200.329. This requirement shall survive the term of this Agreement.
  - (e) Closeout does not affect or otherwise alter:
    - i. The right of the State Water Board or the USEPA to disallow costs and recover funds on the basis of a later audit or other review.
    - ii. The obligation of the Grantee to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments.
    - iii. The right of the State Water Board or USEPA to require an audit under subpart F of 2 CFR part 200.
    - iv. Any property management and disposition requirements set forth in 2 CFR sections 200.310 through 200.316 and section 200.329.
    - v. Records retention as required by this Agreement.
7. The Grantee and any contractors or subcontractors of Grantee shall incorporate, to every extent possible, environmentally sustainable business practices for all work funded by this Agreement. Such practices include, but are not limited to: green meeting principles (e.g., web-based meetings, mass transit options, carpooling, electronic materials, non-disposable supplies, etc.) and conscientious use of paper (e.g., recycled content paper, double-sided printing for all deliverables [including those collected from subrecipients], etc.). When developing materials, the Grantee and any subrecipients must consider waste reduction and recycled content. (EPA Award.)
8. The salary rate paid to individual consultants retained by the Grantee or the Grantee's contractors or subcontractors shall be no greater than the maximum daily rate for a Level IV of the Executive Schedule, to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at an hourly or daily rate. This rate does not include overhead or travel expenses. Contracts with firms for services which are awarded using the procurement requirements in subpart D to 2 CFR 200 are not affected by this limitation unless the terms of the contract provide the Grantee with responsibility for the selection, direction, and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. (2 CFR 1500.9 and EPA Subaward Policy.)



9. Any and all conferences, meetings, conventions, or training spaces funded in whole or in part by this Agreement shall comply with the Federal Hotel and Motel Fire Safety Act of 1990.
10. Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this Agreement. (EPA Subaward Policy.)
11. If this grant includes activities involving the performance or use of environmental instruments, Quality Assurance Project Plans (QAPP) must be developed for these projects. These documents must be submitted and approved by the State Water Board's Quality Assurance manager before measurement activities are undertaken.
12. The Grantee agrees that water quality data collected under this Agreement shall be delivered to the State Water Board such that it may be entered into the Surface Water Ambient Monitoring Program (SWAMP) database and evaluated to determine the status and trends of aquatic life in California's wadeable streams.
13. Any animal feedlot operation (AFO) that receives financial assistance pursuant to this grant shall implement a comprehensive nutrient management plan consistent with the USDA NRCS technical guidelines for Comprehensive Nutrient Management Plans.
14. The Grantee shall assure that any management practices implemented as part of this grant shall be properly maintained for the intended purposes during its life span. Operation includes the administration, management and performance of non-maintenance actions needed to keep the completed practice safe and functioning as intended. Maintenance includes work to prevent deterioration of the practice. This condition applies to all sub-awards funded in whole or in part with grant funds disbursed hereunder. The State Water Board and USEPA retain the right to inspect a practice to ensure this condition is met, and to request a refund if it is not.
15. The Grantee certifies that this Project will implement activity/ies that contribute to reduced pollutant loads as called for in an existing TMDL or a TMDL that is currently under development.  
[http://www.waterboards.ca.gov/water\\_issues/programs/tmdl/index.shtml](http://www.waterboards.ca.gov/water_issues/programs/tmdl/index.shtml).
16. The Grantee certifies that this Project will implement activity/ies that are part of watershed plans that address the USEPA, Region IX required watershed-based plan elements.
17. The Grantee shall ensure the continued proper operation and maintenance of all management practices that have been implemented in accordance with *Natural Resources Conservation Service's Field Office Technical Guides* (see Appendix B) or other appropriate standards.
18. The Grantee certifies that it is providing a match in the amount of at least 25% (except individual septic system upgrades that require a minimum match of 75%) of the total amount to be spent on this Project. **If match is reduced or waived, remove the first portion of this paragraph and replace with:** The Grantee certifies that a request for waiver or reduction of the 25% or 75% funding match has been granted in accordance with the Clean Water Act Section 319(h) Nonpoint Source 2016 Grant Program Guidelines.
19. The Grantee shall comply with the Single Audit Act and the audit requirements set forth in Subpart F—Audit Requirements of 2 CFR part 200.
20. Trafficking in Persons. The Grantee, its employees, contractors and subcontractors and their employees may not engage in severe forms of trafficking in persons during the term of this Agreement, procure a commercial sex act during the term of this Agreement, or use forced labor in the performance of this Agreement. The Grantee must include this provision in its contracts and subcontracts under this Agreement. The Grantee must inform the State Water Board immediately of any information regarding a violation of the foregoing. The Grantee understands that failure to comply with this provision may subject the State Water Board to loss of federal funds. The Grantee agrees to compensate the State Water Board for any such funds lost due to its failure to comply with this condition, or the failure of its contractors or subcontractors to comply

with this condition. The State Water Board may unilaterally terminate this Agreement if the Grantee that is a private entity is determined to have violated the foregoing. (Trafficking Victims Protection Act of 2000.)

21. If, during the previous fiscal year, the Grantee has received eighty percent (80%) or more of its gross annual revenue and/or \$25,000,000 or more in annual gross revenue from federal financial assistance subject to the federal Transparency Act, as defined in Code of Federal Regulations, title 2, section 170.320, then the Grantee shall report the names and total compensation of each of the Grantee's five most highly compensated executives for the Grantee's preceding completed fiscal year to the State Water Board within 10 days of the issuance of this Grant for reporting purposes.
22. The Grantee shall comply with all applicable civil rights statutes and regulations, including Title VI of the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, section 13 of the CWA, Title IX of the Education Amendments of 1972 (including 40 CFR part 5), and 40 CFR part 7.
23. Any electronic and information technology systems or products funded through this Agreement must be designed to include usability features or functions that accommodate the needs of persons with disabilities (including those who use assistive technology). The Grantee is encouraged to follow guidelines established under Section 508 of the Rehabilitation Act, codified at 36 CFR part 1194, with respect to enabling individuals with disabilities to participate in its programs supported by this Project.
24. Within 30 days, the Grantee shall disclose to the State Water Board any potential conflict of interest consistent with section 4.0 and 7.0 of the USEPA's Final Financial Assistance Conflict of Interest Policy at <https://www.epa.gov/grants/epas-financial-assistance-conflict-interest-policy>. A conflict of interest may result in disallowance of costs.
25. The Grantee agrees that if its network or information system is connected to USEPA networks to transfer data using systems other than the Environmental Information Exchange Network or USEPA's Central Data Exchange, it will ensure that any connections are secure. The Grantee shall abide by the applicable portions of the USEPA State Grant Cybersecurity Condition, available at <https://www.epa.gov/grants/state-grant-cybersecurity-condition>.
26. Copyright and Patent.
  - (a) USEPA and the State Water Board have the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement.
  - (b) Where an invention is made with Project Funds, USEPA and the State Water Board retain the right to a worldwide, nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention owned by the Grantee. The Grantee must utilize the Interagency Edison extramural invention reporting system at <http://iEdison.gov> and shall notify the Division when an invention report, patent report, or utilization report is filed.

#### NON-EXCLUSIVE REMEDIES FOR NON-COMPLIANCE WITH FEDERAL REQUIREMENTS:

In addition to any other remedies by the State Water Board as may be set forth elsewhere in this Agreement, in the event that Grantee fails to comply with any Federal statutes, regulations, or the terms and conditions of a Federal award, including this subaward, the State Water Board may, in its discretion:

- (1) impose any conditions described in 2 CFR section 200.207;
- (2) temporarily withhold cash payments pending correction of the deficiency by the Grantee or more severe enforcement action by the Grantee;
- (3) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of any activity or action not in compliance;
- (4) Wholly or partly suspend or terminate the Federal subaward;

- (5) Recommend suspension or debarment proceedings be initiated by the USEPA as authorized under 2 CFR part 180;
- (6) Withhold further Federal awards for the project or program; and
- (7) Take other remedies that may be legally available.