



NONPOINT SOURCE POLLUTION CONTROL PROGRAM
GRANT

AGREEMENT NO. D2213515

by and between

COUNTY OF LAKE: LAKE COUNTY WATERSHED PROTECTION DISTRICT
("Recipient")

AND

CALIFORNIA STATE WATER RESOURCES CONTROL BOARD ("State Water Board")

for the purpose of the

LAKE COUNTY WATERSHED-BASED NONPOINT SOURCE STORMWATER
MANAGEMENT DEVELOPMENT PLAN PROJECT ("Project")

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- Section 13160 of the California Water Code, and Resolution No. 2021-0031, and Resolution No. 2022-0024.

PROJECT FUNDING AMOUNT: \$145,098
MATCH CONTRIBUTION: \$0
ESTIMATED REASONABLE PROJECT COST: \$145,098

ELIGIBLE WORK START DATE: APRIL 1, 2023
WORK COMPLETION DATE: NOVEMBER 30, 2024
FINAL REIMBURSEMENT REQUEST DATE: JANUARY 31, 2025
RECORDS RETENTION END DATE: NOVEMBER 30, 2027

1. The State Water Board and the Recipient mutually promise, covenant, and agree to the terms, provisions, and conditions of this Agreement, including the following Exhibits, which are attached hereto or are incorporated by reference:

- EXHIBIT A – SCOPE OF WORK AND SCHEDULE
- EXHIBIT B – FUNDING TERMS
- EXHIBIT C – GENERAL TERMS AND CONDITIONS 2019-NOV
- EXHIBIT D – SPECIAL CONDITIONS

2. [RESERVED]

3. Party Contacts during the term of this Agreement are:

State Water Board		Lake County Watershed Protection District	
Section:	Regional Water Quality Control Board		
Name:	Denise Hill, Project Manager	Name:	Angela De Palma-Dow, Project Director
Address:	11020 Sun Center Drive, Suite 200	Address:	255 N Forbes Street
City, State, Zip:	Rancho Cordova, CA 95670	City, State, Zip:	Lakeport, CA 95453
Phone:	(916) 464-4640	Phone:	(707) 263-2344
Email:	denise.hill@waterboards.ca.gov	Email:	angela.depalmadow@lakecountyca.gov

State Water Board	
Section:	Regional Water Quality Control Board
Name:	Ryan Brown, Technical Lead
Address:	11020 Sun Center Drive, Suite 200
City, State, Zip:	Rancho Cordova, CA 95670
Phone:	(916) 464-4691
Email:	ryan.brown@waterboards.ca.gov

Each party may change its contact upon written notice to the other party. While Party Contacts are contacts for day-to-day communications regarding Project work, the Recipient must provide official communications and notices to the Division’s Deputy Director.

4. [RESERVED]

5. The Recipient represents, warrants, and commits to the following as of the Eligible Work Start Date and continuing thereafter for the term of this Agreement, which shall be at least until the Records Retention End Date:
 - (a) The Recipient agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents.
 - (b) The execution and delivery of this Agreement, including all incorporated documents, has been duly authorized by the Recipient. Upon execution by both parties, this Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.
 - (c) None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of the Recipient. The Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Recipient is able to pay its debts as they become due. The Recipient maintains sufficient insurance coverage considering the scope of this Agreement including, for example but not necessarily limited to, general liability, automobile liability, workers compensation and employer liability, professional liability.
 - (d) The Recipient is in compliance with all State Water Board funding agreements to which it is a party.
6. This Agreement, and any amendments hereto, may be executed and delivered in any number of counterparts, each of which when delivered shall be deemed to be an original, but such counterparts shall together constitute one document. The parties may sign this Agreement, and any amendments hereto, either by an electronic signature using a method approved by the State Water Board or by a physical, handwritten signature. The parties mutually agree that an electronic signature using a method approved by the State Water Board is the same as a physical, handwritten signature for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

COUNTY OF LAKE: LAKE COUNTY
WATERSHED PROTECTION DISTRICT

STATE WATER RESOURCES
CONTROL BOARD

By: _____

By: _____

Name: Scott De Leon
Title: Director

Name: Joe Karkoski
Title: Deputy Director
Division of Financial Assistance

Date: _____

Date: _____

EXHIBIT A – SCOPE OF WORK AND SCHEDULE

A.1 PROJECT PURPOSE AND DESCRIPTION

The funding under this Agreement shall be used for the purpose of developing the Lake County Watershed-Based Nonpoint Source Management Plan (Watershed Plan) to identify and prioritize management practices that will capture, retain, and limit nonpoint source pollutant loads from stormwater runoff in Lake County in order to improve the water quality of tributaries to Clear Lake and other waterbodies within Lake County.

A.2 SCOPE OF WORK

1. Project Management

- 1.1 Provide all technical and administrative services as needed for Project completion; monitor, supervise, and review all work performed; and coordinate budgeting and scheduling to ensure the Project is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations.
- 1.2 Notify the Project Manager and Technical Lead at least ten (10) working days in advance of upcoming site-visits, inspections, meetings, workshops, tours, and trainings.
- 1.3 Develop and update appropriately a detailed Project schedule, including key Project milestones, and submit to the Project Manager and Technical Lead.
- 1.4 Conduct site visits with the Project Manager and/or Technical Lead, as necessary, to identify and prioritize specific locations for future development of storm water quality improvement projects.

2. Environmental Clearance

- 2.1 Complete documentation required under the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) for the proposed Project. Take all required steps to prepare, circulate, and certify the required CEQA/NEPA documents(s).
 - 2.1.1 Submit the draft CEQA/NEPA documents to the Project Manager and Technical Lead for comment, if applicable.
 - 2.1.2 Submit the final CEQA/NEPA documents to the Project Manager and Technical Lead.

- 2.1.3 Obtain written environmental clearance from the State Water Board confirming the State Water Board has made its own environmental findings and concurred that implementation / construction may proceed.

3. Research and Data Collection

- 3.1 Identify stakeholders for nonpoint source storm water management in Lake County and create a list of stakeholders that includes the names of representative individuals and organizations. Submit the list of stakeholders including their contact information and their roles and organization affiliation, if applicable, to the Project Manager and Technical Lead.
- 3.2 Research existing watershed planning and management documents from Lake County that can aid in the development of the Watershed Plan, including hydrologic and geomorphological data, maps and spatial data, and municipal storm water infrastructure and condition assessment information.
- 3.3 Summarize and submit to the Project Manager and Technical Lead the preliminary information from Item 3.2. The summary shall include the following:
 - Identification of causes and sources of pollution;
 - Estimates of pollutant loading into watersheds within Lake County and expected load reductions needed to meet water quality objectives;
 - Identification of management measurements that will achieve load reductions and targeted critical areas; and
 - Identification of knowledge gaps and data needed to complete the Watershed Plan.

4. Site Identification and Prioritization

- 4.1 Develop a methodology for selecting and prioritizing potential site locations. Submit the methodology to the Project Manager and Technical Lead for approval.
- 4.2 Identify potential project site locations using the approved methodology from Item 4.1. Submit the list of potential project sites to the Project Manager and Technical Lead for approval.

- 4.3 Conduct site visits with the Project Manager and/or Technical Lead, if necessary, at the potential locations identified in Item 4.2 to identify and prioritize specific locations for future development of nonpoint source water quality improvement projects.
- 4.4 Create and submit to the Project Manager and Technical Lead for approval a project site database that includes the following for each site:
 - Water quality characteristics;
 - Infrastructure challenges;
 - Property information;
 - Permitting and CEQA requirements;
 - Potential management measures and/or practices to be implemented and the size and scope of the work;
 - Load reduction estimates for practices implemented;
 - Estimated project costs;
 - Monitoring requirements;
 - Maps and spatial data layers; and
 - Output from the Lake County Best Management Practice (BMP) calculator developed as part of the Lake County Total Maximum Daily Load (TMDL) Compliance.

5. Watershed Plan Development

- 5.1 Draft an outline of the Watershed Plan, including components that satisfy the United States Environmental Protection Agency's (USEPA's) nine elements of a watershed management plan. Submit the Watershed Plan outline to the Project Manager and Technical Lead for approval.
- 5.2 Prepare and submit to the Project Manager and Technical Lead a draft of the Watershed Plan that includes the following:
 - Causes and sources of pollution, estimate of pollutant loads, load reductions needed, and management measures that will achieve the load reductions;
 - Prioritized nonpoint source projects and associated data from Item 4.4;
 - Tentative schedule and/or time frame for implementation of potential projects;
 - Milestones and measurement benchmarks for implementation;
 - Indicators to measure progress;
 - Necessary monitoring efforts;

- Potential funding sources; and
- Relevant authorities needed to implement the Watershed Plan.

5.3 Prepare a final Watershed Plan, incorporating feedback from the Project Manager and/or Technical Lead in Item 5.1 and public comments from Item 6.3. Submit the final Watershed Plan to the Project Manager and Technical Lead for approval.

6. Education and Outreach

6.1 Create a website that communicates the Project to the public, acts as a repository for data, and allows stakeholders to provide comment and contribution to the development of the Watershed Plan. Provide the Project Manager and Technical Lead summaries of website analytics with the associated Progress Reports.

6.2 Conduct a minimum of two (2) public meetings to invite participation and review input from stakeholders on the draft Watershed Plan including a minimum of one (1) meeting prior to conducting site visits and one (1) meeting to present the draft Watershed Plan from Item 5.1 and gain feedback. Submit the agendas, attendance records, discussion summaries, decisions made, action items, and files distributed from any public meeting to the Project Manager and Technical Lead with the associated Progress Reports.

A.3 STANDARD PROJECT REQUIREMENTS

(a) Stream Reach and Hydraulic Unit Code Subwatershed Identification

Prior to the disbursement of any Project Funds under this Agreement, the Recipient must identify the stream reach and all twelve (12) digit Hydrologic Unit Code subwatersheds (HUC-12s) that are affected by the Project in order for the State Water Board and Regional Water Board staff to verify work was adequately performed or conducted.

(b) Project Assessment and Evaluation Plan

Prepare and submit a Project Assessment and Evaluation Plan (PAEP) which describes the manner in which the Project performance will be assessed, evaluated, and reported to the Project Manager and Technical Lead for approval. The PAEP shall detail the methods of measuring Project benefits. Implementation of any monitoring and performance assessment and/or evaluation actions shall not occur prior to PAEP approval by the Project Manager and Technical Lead. The Recipient shall upload a pdf version of the final approved PAEP to the Financial Assistance Application Submittal

Tool (FAAST) system as a Post-Award documentation. FAAST can be accessed here: <https://faast.waterboards.ca.gov/>.

- (c) [Reserved]
- (d) [Reserved]
- (e) [Reserved]
- (f) Approvals and Rights of Way

If public agency approvals, entitlements or permits are required, the Recipient must obtain such approvals, entitlements or permits and must submit signed copies to the Project Manager and Technical Lead before work begins. If the Project is carried out on lands not owned by the Recipient, the Recipient must obtain adequate rights of way for the Useful Life of the Project and submit the rights-of-way documentation to the Project Manager and Technical Lead.

- (g) [Reserved]
- (h) Disadvantaged Business Enterprise (DBE) Utilization Report

The Recipient must report Disadvantaged Business Enterprise (DBE) utilization to the Division. In generating such reports, the Recipient may use or rely on State Water Board DBE Form UR-334 or USEPA Form 5700-52A. The Recipient must submit such reports to the Division annually by September 1 until such time as the "Notice of Completion" is issued. The Recipient must comply with 40 CFR § 33.301 and require its contractors and subcontractors on the Project to comply.

A.4 PROGRESS REPORTS

The Recipient must submit quarterly progress reports, using a format provided by the Project Manager and Technical Lead, within forty-five (45) days following the end of the calendar quarter (March, June, September, and December) to the Project Manager and Technical Lead. Progress reports must provide a brief description of activities that have occurred, milestones achieved, monitoring results (if applicable), a CEQA status summary table, and any problems encountered in the performance of the work under this Agreement during the applicable reporting period. Reporting is required even if no project-related activities occurred during the reporting period. The Recipient must document all activities and expenditures in progress reports, including work performed by contractors.

A.5 FINAL REPORTS

(a) Draft Final Project Report

The Recipient must prepare and submit to the Project Manager and Technical Lead a Draft Final Project Report for comment that includes and addresses the following narrative sections and items:

- (1) A report of all monitoring and management practices or management measures implemented, including identification of the stream reach affected by these activities. The report must 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 and locations so that the Project Manager and Technical Lead can easily identify the affected stream reach.
- (2) A description of Project performance, including benefits, successes and shortcomings, consistent with the PAEP that enumerates 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 ground water, 3) documented changes in water quality based on monitoring, and 4) improved or protected beneficial uses.
- (3) A description of lessons learned in carrying out the Project including what worked and what did not work, and how similar efforts could be utilized within the Project area, as well as in other watersheds.
- (4) [Reserved]
- (5) A description of 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.
- (6) A description of the Project's funding that includes the projected cost and actual cost of the Project, how much of the Project Funds were incurred, and how much funding was contributed to the Project from other sources. Identify funding sources that have been "leveraged" by the Project and plans for funding future activities.
- (7) 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.

- (8) Appropriate photos and graphics.
- (9) A list of items submitted as outlined in the Submittal Schedule.
- (10) Any additional information that is deemed appropriate by the Project Director, Project Manager, and/or Technical Lead.

(b) Final Project Report

The Recipient must prepare a Final Project Report that addresses, to the extent feasible, comments made by the Project Manager and/or Technical Lead on the Draft Final Project Report. Submit one (1) reproducible master and an electronic copy of the final. The Recipient must upload an electronic copy of the final report in pdf format to the FFAST system.

(c) Final Project Summary

The Recipient must prepare a brief summary of the information contained in the Final Project Report, including before and after photographs, as appropriate. The Recipient must upload an electronic copy of the Final Project Summary in pdf format to the FFAST system.

A.6 FINAL PROJECT INSPECTION AND CERTIFICATION

Upon completion of the Project, the Recipient must provide for a final inspection and must 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 involves the planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, or other professionals, the final inspection and certification must be conducted by a California Registered Civil Engineer or other appropriate California registered professional. The results of the final inspection and certification must be submitted to the Project Manager and Technical Lead.

A.7 [RESERVED]

A.8 SCHEDULE

Failure to provide items by the due dates indicated in the table below may constitute a material violation of this Agreement. The Project Manager and/or Technical Lead may adjust the dates in the "Estimated Due Date" column of this table, but "Critical Due Date" adjustments will require an amendment to this Agreement. The Recipient must complete and submit all work in time to be approved by the Division prior to the Work Completion Date. As applicable for specific submittals, the Recipient must plan adequate time to solicit, receive, and address comments prior to submitting the final submittal. The Recipient must submit the final Reimbursement Request prior to the Final Reimbursement Request Date set forth on the Cover Page.

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
EXHIBIT A – SCOPE OF WORK AND SCHEDULE			
A.2	SCOPE OF WORK		
1.	Project Management		
1.2	Notification of Upcoming Site-Visits, Inspections, Meetings, Workshops, Tours, Trainings, and Construction Activities		Within 10 Days of Associated Activity
1.3	Detailed Project Schedule	90 Days After Execution	
2.	Environmental Compliance		
2.1.1	Draft CEQA/NEPA		Complete
2.1.2	Final CEQA/NEPA		Complete
3.	Research and Data Collection		
3.1	List of Stakeholders		October 2023
3.3	Preliminary Information Summary		November 2023
4.	Site Identification and Prioritization		
4.1	Methodology and Scoring Rubric		September 2023
4.2	List of Potential Project Sites	April 30, 2024	
4.4	Project Site Database		May 2024
5.	Watershed Plan Development		
5.1	Watershed Plan Outline		February 2024
5.2	Draft Watershed Plan		July 2024
5.3	Final Watershed Plan		September 2024
6.	Education and Outreach		
6.1	Summaries of Website Analytics		With Associated Progress Reports
6.2	Public Meeting Documentation		With Associated Progress Reports
A.3	STANDARD PROJECT REQUIREMENTS		
(a)	All HUC-12s for Project Site Stream Reach for Project Site	90 Days After Execution	
(b)	Project Assessment and Evaluation Plan	120 Days After Execution	

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
(f)	Public Agency Approvals, Entitlements, Permits, or Rights of Way		As Necessary
(h)	DBE Utilization Reports	Annually by September 1	
A.4	PROGRESS REPORTS	Quarterly	
A.5	FINAL REPORTS		
(a)	Draft Final Project Report	September 30, 2024	
(b)	Final Project Report	October 31 ,2024	
(c)	Final Project Summary	October 31, 2024	
A.6	FINAL PROJECT INSPECTION AND CERTIFICATION	Before Final Invoice	
EXHIBIT B – FUNDING TERMS			
B.6	REIMBURSEMENT PROCEDURE		
(e)	Reimbursement Requests	Quarterly	
(i)	Final Reimbursement Request	January 31, 2025	

The Recipient must deliver any request for extension of the Work Completion Date no less than ninety (90) days prior to the Work Completion Date.

The Division may require corrective work to be performed prior to Project Completion. The State Water Board is not obligated to reimburse corrective work under this Agreement.

EXHIBIT B – FUNDING TERMS

B.1 ESTIMATED REASONABLE COST AND PROJECT FUNDS

The estimated reasonable cost of the total Project is set forth on the Cover Page of this Agreement and is greater than or equal to the funding anticipated to be provided by the State Water Board under this Agreement. Subject to the terms of this Agreement, the State Water Board agrees to provide Project Funds not to exceed the amount of the Project Funding Amount set forth on the Cover Page of this Agreement.

B.2 RECIPIENT CONTRIBUTIONS

The Recipient must pay any and all costs connected with the Project including, without limitation, any and all Project Costs. If the Project Funds are not sufficient to pay the Project Costs in full, the Recipient must nonetheless complete the Project and pay that portion of the Project Costs in excess of available Project Funds, and shall not be entitled to any reimbursement therefor from the State Water Board.

The Recipient agrees to provide a Match Contribution in the amount of the Match Contribution set forth on the Cover Page of this Agreement. This Match Contribution is based on the budget, funding sources, and amounts submitted by the Recipient in its application and during the negotiation of this Agreement. Any Match Contribution changes or adjustments requested by the Recipient must be approved, in advance and in writing, by the Project Manager and Technical Lead, and may require an amendment to this Agreement.

Only expenses that are otherwise eligible under the Guidelines will be counted towards the Recipient's Match Contribution. If, at Work Completion, the Recipient has provided a Match Contribution that is less than the full Match Contribution set forth on the Cover Page of this Agreement, the State Water Board may proportionately reduce the Project Funds, upon approval of the Deputy Director of the Division.

B.3 VERIFIABLE DATA

Upon request by the Division, the Recipient must submit verifiable data to support deliverables specified in the Scope of Work. The Recipient's failure to comply with this requirement may be construed as a material breach of this Agreement.

B.4 BUDGET COSTS

Budget costs are contained in the Summary Project Cost Table below:

LINE ITEM	PROJECT FUNDS	MATCH CONTRIBUTION	TOTAL PROJECT COSTS
Personnel Services	\$ 42,026	\$0	\$ 42,026
Operating Expenses	\$ 12,935	\$0	\$ 12,935
Professional / Consulting Services	\$ 81,926	\$0	\$ 81,926
Construction	\$ 0	\$0	\$ 0
* Indirect Costs	\$ 8,211	\$0	\$ 8,211
TOTAL	\$145,098	\$0	\$145,098

* Indirect Costs may be reimbursed for expenses up to and including ten percent (10%) of the modified total direct costs (MTDC). MTDC equals the sum of personnel services, operating expenses, travel, and up to, and including, the first \$25,000 of sub-contracting expenses. MTDC does not include expenses for equipment. Management fees or similar charges in excess of the Direct Costs are prohibited. 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 the Agreement. The payment of Indirect Costs with federal money is only allowed a de minimis rate of ten percent (10%) or an approved federally recognized indirect cost rate negotiated between the Recipient and the federal government. The Recipient may only seek reimbursement of Indirect Costs incurred during the term of this Agreement and must comply with 2 CFR part 200 (E) and Appendix V to 2 CFR part 200. For recipients receiving federal USEPA funds, any invoice submitted including Indirect Costs in excess of a de minimis rate of ten percent (10%) that have not been pre-approved by a federal agency for the term of this Agreement will cause that invoice, in its entirety, to be disputed and will not be paid until the dispute is resolved. This prohibition applies to the Recipient and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement with federal USEPA funds. Recipients with USEPA-approved Indirect Costs rates agree to comply with 2 CFR Part 200 (E) and Appendices V and VII to 2 CFR part 200.

The Recipient is prohibited from requesting disbursement amounts that represent the Recipient’s mark-ups to costs invoiced or otherwise requested by consultants or contractors.

B.5 LINE ITEM ADJUSTMENTS

- (a) Subject to the prior review and approval of the Project Manager and Technical Lead, adjustments between existing line items may be used to defray allowable direct costs up to fifteen percent (15%) of the total Project Funding Amount, including any amendment(s) thereto. Line Item adjustments approved by the Project Manager and Technical Lead must be de minimis, less than fifteen percent (15%) of the total Project Funding Amount, and may not include any changes to the Scope of Work. Line item adjustments in excess of fifteen percent (15%) or line item adjustments that result in a change to the scope of work will require an Agreement amendment. If the detailed budget includes an amount for the Recipient's personnel costs, that amount is based on the hours, classifications, and rates submitted by the Recipient in its application. Any changes to the hours, classifications, and rates must be approved, in advance and in writing, by the Project Manager and Technical Lead.
- (b) The Recipient may submit a request for an adjustment in writing to the Project Manager and Technical Lead. Such adjustments may not increase or decrease the total funding amount. The Recipient shall submit a copy of the original Agreement budget reflecting the requested changes and shall note proposed changes by striking out the original amount(s) followed with proposed change(s) in bold and underlined. Budget adjustments deleting a budget line item or adding a new budget line item shall require a formal amendment. The Division may also propose budget adjustments.
- (c) The sum of adjusted line items shall not exceed the total budget amount.

B.6 REIMBURSEMENT PROCEDURE

Except as may be otherwise provided in this Agreement, reimbursement of Project Funds will be made as follows:

- (a) Upon execution and delivery of this Agreement, the Recipient may submit a Reimbursement Request for eligible Project Costs as specified in this Exhibit from the Project Costs through submission to the State Water Board using the Reimbursement Request forms provided by the Project Manager and/or Technical Lead.
- (b) Reimbursement Requests must contain the following information:
 - (1) The date of the request;
 - (2) The time period covered by the request, i.e., the term "from" and "to";
 - (3) The total amount requested;

- (4) [Reserved];
 - (5) Original signature and date (in ink), or electronic signature, consistent with the State Water Board's approved procedures, of the Recipient's Project Director or his/her designee; and
 - (6) The Final Reimbursement Request must be clearly marked "FINAL REIMBURSEMENT REQUEST" and must be submitted NO LATER THAN the Final Reimbursement Request Date.
- (c) The Recipient may sign Reimbursement Requests either by an electronic signature consistent with the State Water Board's approved procedures or by a physical, handwritten signature. The parties mutually agree that an electronic signature consistent with the State Water Board's approved procedures is the same as a physical, handwritten signature for the purposes of validity, enforceability, and admissibility.
- (d) Reimbursement Requests must be itemized based on the line items specified in the budget in this Exhibit. Reimbursement Requests must be complete, signed by the Recipient's Project Director or his/her designee, and addressed to the Project Manager as set forth in this Agreement. Reimbursement Requests submitted in any other format than the one provided by the State Water Board will cause a Reimbursement Request to be disputed. In the event of such a dispute, the Project Manager or Technical Lead will notify the Recipient. Payment will not be made until the dispute is resolved and a corrected Reimbursement Request is submitted. The Project Manager and Technical Lead have the responsibility for approving Reimbursement Requests. Project Costs incurred prior to the Eligible Work Start Date of this Agreement will not be reimbursed.
- (e) Project Funds must be requested quarterly via Reimbursement Request for eligible costs incurred during the reporting period of the corresponding Progress Report, describing the activities and expenditures for which the reimbursement is being requested. Each Reimbursement Request must be accompanied by a Progress Report. Failure to provide timely Reimbursement Requests may result in such requests not being honored.
- (f) The Recipient agrees that it will not submit any Reimbursement Requests that include any Project Costs until such costs have been incurred and are currently due and payable by the Recipient, although the actual payment of such costs by the Recipient is not required as a condition of Reimbursement Request. Supporting documentation (e.g., receipts, laboratory invoices) must be submitted with each Reimbursement Request as well as to support Match Contribution claimed, if any. The amount requested for administration costs must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = total amount claimed). Reimbursement of Project Funds will be made only after receipt of a complete, adequately supported, properly documented and accurately addressed Reimbursement Request.

- (g) The Recipient will not seek reimbursement of any Project Costs that have been reimbursed from other funding sources.
- (h) The Recipient must use Project Funds within thirty (30) days of receipt to reimburse contractors, vendors, and other Project Costs. Any interest earned on Project Funds must be reported to the State Water Board and will either be required to be returned to the State Water Board or deducted from future reimbursements. In the event that the Recipient fails to disburse Project Funds to contractors or vendors within thirty (30) days from receipt of the Project Funds, the Recipient must immediately return such Project Funds to the State Water Board. Interest shall accrue on such Project Funds from the date of reimbursement through the date of mailing of Project Funds to the State Water Board. If the Recipient held such Project Funds in interest-bearing accounts, any interest earned on the Project Funds shall also be due to the State Water Board.
- (i) The Recipient must submit its final Reimbursement Request no later than the Final Reimbursement Request Date specified herein. If the Recipient fails to do so, then the undisbursed balance of this Agreement may be deobligated.
- (j) The Recipient agrees that it will not request a reimbursement unless that cost is allowable, reasonable, and allocable.
- (k) Notwithstanding any other provision of this Agreement, no reimbursement shall be required at any time or in any manner that is in violation of or in conflict with federal or state laws, policies, or regulations.
- (l) The Recipient agrees that it shall not be entitled to interest earned on undisbursed Project Funds.
- (m) The Recipient must include any other documents or requests required or allowed under this Agreement.

B.7 CONTINGENT DISBURSEMENT

Notwithstanding any other provision of this Agreement, the Recipient agrees that the State Water Board may retain an amount equal to ten percent (10%) of the Project Funding Amount until Project Completion. Any retained amounts due to the Recipient will be promptly disbursed to the Recipient, without interest, upon Project Completion.

B.8 REVERTING FUNDS AND DISENCUMBRANCE

In the event the Recipient does not submit Reimbursement Requests for all funds encumbered under this Agreement timely, any remaining funds revert to the State. The State Water Board may notify the Recipient that the project file is closed, and any remaining balance will be disencumbered and unavailable for further use under the Agreement.

EXHIBIT C – GENERAL TERMS AND CONDITIONS 2019-NOV

GENERAL TERMS AND CONDITIONS 2019-NOV is incorporated by reference and is posted at https://www.waterboards.ca.gov/water_issues/programs/grants_loans/general_terms.html

EXHIBIT D – SPECIAL CONDITIONS

D.1 DEFINITIONS

Each capitalized term used in this Agreement has the following meaning:

- “Authorized Representative” means the duly appointed representative of the Recipient as set forth in the certified original of the Recipient’s authorizing resolution that designates the Authorized Representative by title.
- “Eligible Work Start Date” means the date set forth on the Cover Page of this Agreement, establishing the date on or after which any costs may be incurred and eligible for reimbursement hereunder.
- “Event of Default” means, in addition to the meanings set forth in Exhibit C, the occurrence of any of the following events:
 - a) A material adverse change in the condition of the Recipient, which the Division reasonably determines would materially impair the Recipient’s ability to satisfy its obligations under this Agreement.
 - b) Failure to operate the Project, unless the Division has given its approval for such non-operation.
- “Guidelines” means the State Water Board’s “2022 Nonpoint Source Grant Program Guidelines.”
- “Indirect Costs” means those costs incurred for a common or joint purpose benefiting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved.
- “Match Contribution” means funds provided by the Recipient towards the Project Costs incurred after the date that the State Water Board formally notified the Recipient by email that the Project has been approved for funding. Funds spent on ineligible Project Costs do not constitute Match Contribution.
- “Project Director” means an employee of the Recipient designated by the Authorized Representative to be responsible for the overall management of the administrative and technical aspects of the executed Agreement.
- “Recipient” means County of Lake: Lake County Watershed Protection District.
- “Technical Lead” means the person designated by the State Water Board to manage performance of tasks that require technical background in reviewing and approving a specific document or progress report, and in conducting site visits.
- “Useful Life” means the economically useful life of the Project beginning at Work Completion and is set forth in Exhibit A.

D.2 [RESERVED]

D.3 ADDITIONAL REPRESENTATIONS AND WARRANTIES

The Recipient has not made any untrue statement of a material fact in its application for this financial assistance or omitted to state in its application a material fact that makes the statements in its application not misleading.

The Recipient agrees to fulfill all assurances, declarations, representations, and commitments in its application, accompanying documents, and communications filed in support of its request for funding under this Agreement.

The execution, delivery, and performance by the Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date of execution of this Agreement by the Recipient, or result in any breach or default under any contract, obligation, indenture, or other instrument to which the Recipient is a party or by which the Recipient is bound as of the date of execution of this Agreement by the Recipient.

Except as set forth in this paragraph, there are, as of the date of execution of this Agreement by the Recipient, no pending or, to the Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which materially affect the financial condition or operations of the Recipient, and/or the Project.

There are no proceedings, actions, or offers by a public entity to acquire by purchase or the power of eminent domain any of the real or personal property related to or necessary for the Project.

The Recipient is duly organized and existing and in good standing under the laws of the State of California. The Recipient must at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority. Within the preceding ten (10) years, the Recipient has not failed to demonstrate compliance with state or federal audit disallowances.

Any financial statements or other financial documentation of the Recipient previously delivered to the State Water Board as of the date(s) set forth in such financial statements or other financial documentation: (a) are materially complete and correct; (b) present fairly the financial condition of the Recipient; and (c) have been prepared in accordance with generally accepted accounting principles (GAAP). Since the date(s) of such financial statements or other financial documentation, there has been no material adverse change in the financial condition of the Recipient, nor have any assets or properties reflected on such financial statements or other financial documentation been sold, transferred, assigned, mortgaged, pledged or encumbered, except as previously disclosed in writing by the Recipient and approved in writing by the State Water Board.

The Recipient has sufficient real or personal property rights necessary for the purposes of this Agreement, not subject to third party revocation, which rights extend at least to the Records Retention End Date of this Agreement, except as disclosed to the State Water Board.

The Recipient has disclosed to the State Water Board all proceedings, actions, or offers of which the Recipient has knowledge or belief that may in any way affect the Recipient's ability to access or legally possess all of the property necessary for the purpose of this Agreement, including any proceedings, actions, or offers to lease, purchase, or acquire by eminent domain any of the real or personal property related to or necessary for the Project.

The Recipient and its principals, contractors, and subcontractors, to the best of the Recipient's knowledge and belief, are not presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in any work overseen, directed, funded, or administered by the State Water Board program for which this funding is authorized; nor have they engaged or permitted the performance of services covered by this Agreement from parties that are 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 this funding is authorized.

D.4 ACKNOWLEDGEMENTS

The Recipient must include the following acknowledgement in any document, written report, or brochure to be shared with the general public prepared in whole or in part pursuant to this Agreement:

"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 contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

D.5 [RESERVED]

D.6 RETURN OF FUNDS

Notwithstanding any other provision of this Agreement, if the Division determines that an Event of Default has occurred, the Recipient may be required, upon demand, to immediately return to the State Water Board any grant or principal forgiveness amounts received pursuant to this Agreement and pay interest at the highest legal rate on all of the foregoing.

D.7 [RESERVED]

D.8 INSURANCE

The Recipient will procure and maintain or cause to be maintained insurance on the Project with responsible insurers, or as part of a reasonable system of self-insurance, in such amounts and against such risks (including damage to or destruction of the Project) as are usually covered in connection with systems similar to the Project. Such insurance may be maintained by a self-insurance plan so long as such plan provides for (i) the establishment by the Recipient of a separate segregated self-insurance fund in an amount determined (initially and on at least an annual basis) by an independent insurance consultant experienced in the field of risk management employing accepted actuarial techniques and (ii) the establishment and maintenance of a claims processing and risk management program.

In the event of any damage to or destruction of the Project caused by the perils covered by such insurance, the net proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the Project. The Recipient must begin such reconstruction, repair, or replacement as expeditiously as possible, and must pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same must be completed and the Project must be free and clear of all claims and liens.

D.9 [RESERVED]

D.10 NOTICE

Upon the occurrence of any of the following events, the Recipient must notify the Division's Deputy Director and Party Contacts by email within the time specified below:

- (a) Within 24 hours, the Recipient must notify the Party Contacts by phone and by email, and also notify the Nonpoint Source Program Manager, Jeanie Mascia by phone at (916) 323-2871 and Jeanie.Mascia@waterboards.ca.gov, of any discovery of any potential tribal cultural resource and/or archaeological or historical resource. Should a potential tribal cultural resource and/or archaeological or historical resource be discovered during construction or Project implementation, the Recipient must ensure that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the Division has determined what actions should be taken to protect and preserve the resource. The Recipient must implement appropriate actions as directed by the Division.
- (b) The Recipient must notify the Division and Party Contacts promptly of the occurrence of any of the following events:
 - (1) Bankruptcy, insolvency, receivership or similar event of the Recipient, or actions taken in anticipation of any of the foregoing;

- (2) Change of ownership of the Project (no change of ownership may occur without written consent of the Division);
- (3) Loss, theft, damage, or impairment to Project;
- (4) Events of Default, except as otherwise set forth in this section;
- (5) A proceeding or action by a public entity to acquire the Project by power of eminent domain.
- (6) Any litigation pending or threatened with respect to the Project or the Recipient's technical, managerial or financial capacity or the Recipient's continued existence, or any judgement or court order relating to such litigation that has a significant effect on the Project or System;
- (7) Consideration of dissolution, or disincorporation;
- (8) Enforcement actions by or brought on behalf of the State Water Board or Regional Water Board;
- (9) The discovery of a false statement of fact or representation made in this Agreement or in the application to the Division for this funding, or in any certification, report, or request for reimbursement made pursuant to this Agreement, by the Recipient, its employees, agents, or contractors;
- (10) Any substantial change in scope of the Project. The Recipient must undertake no substantial change in the scope of the Project until prompt written notice of the proposed change has been provided to the Division and the Division has given written approval for the change;
- (11) Any circumstance, combination of circumstances, or condition, which is expected to or does delay Work Completion for a period of ninety (90) days or more;
- (12) [Reserved];
- (13) The 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 Recipient agrees to promptly notify the Division. This notification is in addition to the Recipient's obligations under the federal Endangered Species Act;
- (14) Any allegation of research misconduct involving research activities that are supported in whole or in part with USEPA funds under this Project, as set forth in the Federal Subaward Conditions;

- (15) Any Project monitoring, demonstration, or other implementation activities required in this Agreement;
- (16) Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by state representatives with at least ten (10) working days' notice to the Division;
- (17) Any event requiring notice to the Division pursuant to any other provision of this Agreement;
- (18) [Reserved]; and
- (19) Work Completion and Project Completion.

D.11 FRAUD, WASTE, AND ABUSE

The Recipient shall prevent fraud, waste, and the abuse of Project Funds, and shall cooperate in any investigation of such activities that are suspected in connection with this Agreement. The Recipient understands that discovery of any evidence of misrepresentation or fraud related to Reimbursement Requests, invoices, proof of payment of invoices, or other supporting information, including but not limited to double or multiple billing for time, services, or any other eligible cost, may result in an administrative action by the State Water Board and/or referral to the Attorney General's Office or the applicable District Attorney's Office for appropriate action. The Recipient further understands that any suspected occurrences of false claims, misrepresentation, fraud, forgery, theft or any other misuse of Project Funds may result in withholding of reimbursements and/or the termination of this Agreement requiring the immediate repayment of all funds disbursed hereunder. A person who knowingly makes or causes to be made any false statement, material misrepresentation, or false certification in any submittal may be subject to a civil penalty, criminal fine, or imprisonment. (Wat. Code, § 13490 et seq.)

D.12 DISPUTES

The Recipient must continue with the responsibilities under this Agreement during any dispute. The Recipient may, in writing, appeal a staff decision within thirty (30) days to the Deputy Director of the Division or designee, for a final Division decision. The Recipient may appeal a final Division decision to the State Water Board within thirty (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 provision 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.

D.13 STATE PROGRAM REQUIREMENTS

- Supplemental Environmental Projects.

The Recipient shall not use Project Funds for supplemental environmental projects required by Regional Water Boards.

- Watershed Management Plan Consistency.

The Recipient 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.

D.14 STATE CROSS-CUTTERS

The Recipient represents that, as applicable, it complies and covenants to maintain compliance with the following for the term of the Agreement:

- The California Environmental Quality Act (CEQA), as set forth in Public Resources Code 21000 et seq. and in the CEQA Guidelines at Title 14, Division 6, Chapter 3, section 15000 et seq.
- Water Conservation requirements, including regulations in Division 3 of Title 23 of the California Code of Regulations.
- Monthly Water Diversion Reporting requirements, including requirements set forth in Water Code section 5103.
- Public Works Contractor Registration with Department of Industrial Relations requirements, including requirements set forth in sections 1725.5 and 1771.1 of the Labor Code.

- Volumetric Pricing & Water Meters requirements, including the requirements of Water Code sections 526 and 527.
- Urban Water Management Plan requirements, including the Urban Water Management Planning Act (Water Code, § 10610 et seq.).
- Urban Water Demand Management requirements, including the requirements of section 10608.56 of the Water Code.
- Delta Plan Consistency Findings requirements, including the requirements of Water Code section 85225 and California Code of Regulations, Title 23, section 5002.
- Agricultural Water Management Plan Consistency requirements, including the requirements of Water Code section 10852.
- Charter City Project Labor Requirements, including the requirements of Labor Code section 1782 and Public Contract Code section 2503.
- The Recipient agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with directives or orders issued pursuant to Division 7 of the Water Code.
- Regulations in Division 4 of Title 22 of the California Code of Regulations, including but not limited to California Waterworks Standards in Chapter 16, and Lead and Copper regulations in Chapter 17.5.

D.15 EXECUTIVE ORDER N-6-22 – RUSSIAN SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State Water Board determine Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State Water Board shall provide Recipient advance written notice of such termination, allowing Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State Water Board.

The Recipient represents that the Recipient is not a target of economic sanctions imposed in response to Russia’s actions in Ukraine imposed by the United States government or the State of California. The Recipient is required to comply with the

economic sanctions imposed in response to Russia's actions in Ukraine, including with respect to, but not limited to, the federal executive orders identified in California Executive Order N-6-22, located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf> and the sanctions identified on the United States Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). The Recipient is required to comply with all applicable reporting requirements regarding compliance with the economic sanctions, including, but not limited to, those reporting requirements set forth in California Executive Order N-6-22 for all Recipients with one or more agreements with the State of California with an aggregated value of Five Million Dollars (\$5,000,000) or more. Notwithstanding any other provision in this Agreement, failure to comply with the economic sanctions and all applicable reporting requirements may result in termination of this Agreement.

For Recipients with an aggregated agreement value of Five Million Dollars (\$5,000,000) or more with the State of California, reporting requirements include, but are not limited to, information related to steps taken in response to Russia's actions in Ukraine, including but not limited to:

1. Desisting from making any new investments or engaging in financial transactions with Russian institutions or companies that are headquartered or have their principal place of business in Russia;
2. Not transferring technology to Russia or companies that are headquartered or have their principal place of business in Russia; and
3. Direct support to the government and people of Ukraine.

D.16 DAMAGES FOR BREACH OF FEDERAL CONDITIONS

In the event that any breach of any of the provisions of this Agreement by the Recipient results in the failure of Project Funds to be used pursuant to the provisions of this Agreement, or if such breach results in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government, the Recipient must 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.

D.17 ACCESS AND INSPECTION

In addition to the obligations set forth in section 2 of the General Terms and Conditions incorporated in Exhibit C of this Agreement, the Recipient must ensure that the USEPA, the Office of Inspector General, any member of Congress, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during the term of the Agreement.

D.18 FINANCIAL MANAGEMENT SYSTEMS

The Recipient must comply with federal standards for financial management systems. The Recipient agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit preparation of reports required by the federal government and tracking of Project funds to a level of expenditure adequate to establish that such funds have not been used in violation of federal or state law or the terms of this Agreement. To the extent applicable, the Recipient is bound by, and must comply with, the provisions and requirements of the federal Single Audit Act of 1984 and 2 CFR Part 200, subpart F, and updates or revisions, thereto.

D.19 FEDERAL AWARD INFORMATION

- Subrecipient name: County of Lake: Lake County Watershed Protection District.
- Subrecipient's Unique Entity Identifier: 080241525
- Federal Award Identification Numbers (FAINs): 97957520
97957521
- Federal Award Dates: 97957520 = July 2016, 2019
97957521 = August 20, 2020
- Federal Award Amounts: 97957520 = \$8,415,900
97957521 = \$8,771,500
- Federal award project description: This agreement provides support to the State of California to implement its nonpoint source management program, focusing on watersheds with water quality impairments caused by polluted runoff from nonpoint sources. Nonpoint source implementation projects include a variety of structural and non-structural best management practices, watershed planning, monitoring, technology demonstrations, and a variety of education and outreach programs.
- Federal Awarding Agency: USEPA, Region 9, Water Division, WTR-1, 75 Hawthorne Street, San Francisco, CA 94105. Awarding official for USEPA is Carolyn Truong, 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 Joe Karkoski.
- Subaward Period: April 1, 2023 to November 30, 2024.
- Amount of federal funds obligated by this action: \$145,098.
- Total amount of federal funds obligated to the subrecipient: \$145,098.
- The State Water Board's indirect cost rate for the Federal Award is 86.15%.
- The award is not for purposes of R&D.
- The Recipient's indirect cost rate for this Agreement is ten (10%) percent.

D.20 FEDERAL SUBAWARD CONDITIONS

- (1) The Recipient shall comply with applicable USEPA general terms and conditions found at <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2021-or-later>.
- (2) The Recipient shall not use Project Funds, including Match Contribution, to engage in lobbying the federal or state governments or in litigation against the United States or the State. The Recipient certifies to the best of its knowledge and belief that:
 - a. No federally appropriated funds or Match Contribution have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds or Match Contribution have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and notify the State Water Board.

The Recipient shall require this certification from all parties to any contract or agreement that the Recipient enters into and under which the Recipient incurs costs for which it seeks reimbursement under this Agreement.

- (3) The Recipient 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.
 - b. Follow the six (6) affirmative steps stated in 40 CFR part 33.
 - c. If applicable, the Recipient agrees to report DBE utilization to the Division. In generating such report, the Recipient may use or rely on State Water Board Form DBE UR334 or USEPA Form 5700-52A.
- (4) The Recipient shall follow the procurement procedures set forth at 2 CFR sections 200.318 to 200.326, including those requiring competition, when the Recipient acquires goods and services from contractors or consultants or awards

any contracts in any way related to the Project. The Recipient acknowledges that it is subject to pre-procurement review by the USEPA and the State Water Board. The Recipient shall include the language in Appendix II to 2 CFR part 200 in all contracts and subcontracts to be awarded for the Project.

- (5) The Recipient agrees that it will not request a reimbursement unless that cost is allowable, reasonable, and allocable. In addition to any requirements imposed by the State Water Board, the Recipient shall abide by the federal cost principles in subpart E to 2 CFR part 200 in determining allowable and allocable costs.
- (6) The Recipient 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.
- (7) The Recipient shall promptly complete all actions necessary to ensure closeout of this subaward by the State Water Board, including:
 - a. The Recipient shall submit, no later than ninety (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 Recipient, but is not obligated to do so.
 - b. Unless the State Water Board authorizes an extension, the Recipient must liquidate all obligations incurred under this subaward not later than ninety (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 Recipient must promptly refund any balances of unobligated cash that the State Water Board paid that are not authorized to be retained by the Recipient 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 Recipient 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, the Recipient 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 and/or the USEPA to disallow costs and recover funds on the basis of a later audit or other review.

- ii. The obligation of the Recipient 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.
- (8) The salary rate paid to individual consultants retained by the Recipient or the Recipient's contractors or subcontractors shall be limited to 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 Recipient 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 USEPA Subaward Policy.)
- (9) 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. (USEPA Subaward Policy.)
- (10) If this Agreement includes activities involving the performance or use of environmental instruments, QAPPs 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.
- (11) Any animal feedlot operation (AFO) that receives financial assistance pursuant to this Agreement shall implement a comprehensive nutrient management plan consistent with the United States Department of Agriculture Natural Resources Conservation Service technical guidelines for Comprehensive Nutrient Management Plans.
- (12) The Recipient shall assure that any management practices implemented as part of this Agreement 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 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.

- (13) The Recipient 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, unless this requirement has been waived for this Project pursuant to the Guidelines available at:
http://www.waterboards.ca.gov/water_issues/programs/tmdl/index.shtml.
- (14) The Recipient 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 or, if applicable, an alternative watershed-based plan submitted pursuant to the Guidelines.
- (15) The Recipient 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.
- (16) The Recipient certifies that a request for waiver or reduction of the twenty-five percent (25%) or seventy-five (75%) funding Match Contribution has been granted in accordance with the 2022 Nonpoint Source Grant Program Guidelines.
- (17) The Recipient shall comply with the Single Audit Act and the audit requirements set forth in Subpart F—Audit Requirements of 2 CFR part 200.
- (18) The Recipient, 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 Recipient must include this provision in its contracts and subcontracts under this Agreement. The Recipient must inform the State Water Board immediately of any information regarding a violation of the foregoing. The Recipient understands that failure to comply with this provision may subject the State Water Board to loss of federal funds. The Recipient 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 Recipient that is a private entity is determined to have violated the foregoing.
- (19) If, during the previous fiscal year, the Recipient 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 Funding

Accountability and Transparency Act, as defined in Code of Federal Regulations, Title 2, section 170.320, then the Recipient shall report the names and total compensation of each of the Recipient's five (5) most highly compensated executives for the Recipient's preceding completed fiscal year to the State Water Board within (ten) 10 days of the issuance of this Agreement for reporting purposes.

- (20) The Recipient, its contractors, and subcontractors, shall comply with all applicable civil rights statutes, regulations, and national policy requirements, 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), 40 CFR part 7, and Executive Order 13798 (2 CFR section 200.300).
- (21) 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 Recipient 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.
- (22) Within thirty (30) days, the Recipient 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.
- (23) The Recipient 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 Recipient shall abide by the applicable portions of the USEPA State Grant Cybersecurity Condition, available at <https://www.epa.gov/grants/state-grant-cybersecurity-condition/>.
- (24) The Recipient agrees to immediately notify the Project Manager and Technical Lead in writing about any allegation of research misconduct involving research activities that are supported in whole or in part with USEPA funds under this Project, including fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results, or ordering, advising, or suggesting that subordinates engage in research misconduct.
- (25) 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.

- (26) 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 Recipient. The Recipient 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.
- (27) The Recipient shall follow USEPA Policy Directive Number FEM-2012-02. The Recipient agrees to demonstrate the competency of any laboratory carrying out any activities involving the generation of environmental data on its behalf. Laboratory competency shall be maintained for the duration of the project period of this Agreement and documented during the annual reporting process. A copy of the policy is available online at <https://www.epa.gov/measurements/>.
- (28) The Recipient agrees that all geospatial data created as result of this Agreement must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at <https://www.fgdc.gov/>.
- (29) The Recipient represents that it is not a corporation that has any unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and it is not a corporation that was convicted of a felony criminal violation under a federal law within the preceding twenty-four (24) months.
- (30) The Recipient agrees to comply with, and require all contractors and subcontractors to comply with, USEPA's Scientific Integrity Policy, available at <https://www.epa.gov/osa/policy-epa-scientific-integrity>, when conducting, supervising, and communicating science and when using or applying the results of science. For purposes of this condition scientific activities include, but are not limited to, computer modelling, economic analysis, field sampling, laboratory experimentation, demonstrating new technology, statistical analysis, and writing a review article on a scientific issue.
- (31) The Recipient shall not suppress, alter, or otherwise impede the timely release of scientific findings or conclusions; intimidate or coerce scientists to alter scientific data, findings, or professional opinions or exert non-scientific influence on scientific advisory boards; knowingly misrepresent, exaggerate, or downplay areas of scientific uncertainty; or otherwise violate the USEPA's Scientific Integrity Policy. The Recipient must refrain from acts of research misconduct, including publication or reporting, as described in USEPA's Policy and Procedures for Addressing Research Misconduct, Section 9.C, and must ensure scientific findings are generated and disseminated in a timely and transparent manner, including scientific research performed by contractors and subcontractors.

- (32) The Recipient agrees to comply with the Animal Welfare Act of 1966 (7 U.S.C. §§ 2131-2156). The Recipient also agrees to abide by the “U.S. Government Principles for the Utilization and Care of Vertebrate Animals Used in Testing, Research, and Training,” available at <http://grants.nih.gov/grants/olaw/references/phspol.htm#USGovPrinciples/>.
- (33) Uniform Relocation and Real Property Acquisition Policies Act, Pub. L. 91-646, as amended; 42 USC §§ 4601-4655. The Recipient must comply with the Act’s implementing regulations at 49 CFR 24.101 through 24.105.
- (34) Procurement Prohibitions under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans; 42 USC § 7606; 33 USC § 1368. Except where the purpose of this Agreement is to remedy the cause of the violation, the Recipient may not procure goods, services, or materials from suppliers excluded under the federal System for Award Management: <https://sam.gov/>.
- (35) The Recipient represents and warrants that it and its principals are not excluded or disqualified from participating in this transaction as such terms are defined in Parts 180 and 1532 of Title 2 of the Code of Federal Regulations (2 CFR). If the Recipient is excluded after execution of this Agreement, the Recipient shall notify the Division within ten (10) days and shall inform the Division of the Recipient’s exclusion in any request for amendment of this Agreement. The Recipient shall comply with Subpart C of Part 180 of 2 CFR, as supplemented by Subpart C of Part 1532 of 2 CFR. Such compliance is a condition precedent to the State Water Board’s performance of its obligations under this Agreement. When entering into a covered transaction as defined in Parts 180 and 1532 of 2 CFR, the Recipient shall require the other party to the covered transaction to comply with Subpart C of Part 180 of 2 CFR, as supplemented by Subpart C of Part 1532 of 2 CFR.
- (36) The Recipient certifies that no Project Funds will be used on:
- a. Video surveillance or telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - b. Telecommunications or video surveillance services produced by such entities;
 - c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of

Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country; or

- d. Other telecommunications or video surveillance services or equipment in violation of 2 CFR 200.216.

D.21 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 the Recipient 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:

- (a) Impose any conditions described in 2 CFR section 200.207;
- (b) Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Recipient;
- (c) Disallow (that is, deny both use of funds and any applicable Match Contribution credit toward) all or part of the cost of any activity or action not in compliance;
- (d) Wholly or partly suspend or terminate the federal subaward;
- (e) Recommend suspension or debarment proceedings be initiated by the USEPA as authorized under 2 CFR part 180;
- (f) Withhold further federal awards for the project or program; and
- (g) Take other remedies that may be legally available.