



DISADVANTAGED COMMUNITIES
INVOLVEMENT PROGRAM

REQUEST FOR QUALIFICATIONS
For
TRANSLATION SERVICES

December 19, 2018

REQUEST FOR QUALIFICATIONS (RFQ)

**For
CONSULTING SERVICES
For
On-Call Translation Services**

1. INTRODUCTION

The Santa Ana Watershed Project Authority (SAWPA) requests qualifications from firms to be selected for an on-call list of translation services providers. Providers on the list will be tasked to provide support to watershed non-profits and public agencies pursuing engagements with members of disadvantaged communities. This work is funded by the Proposition 1 Disadvantaged Communities Involvement (DCI) Program grant and supports the community engagement and education goals within the One Water One Watershed Plan Update 2018.

2. BACKGROUND

The Santa Ana River Watershed, located in southern California, counts approximately six million residents. An estimated 25% of that population is foreign born, with roughly 70% of immigrants being Spanish speakers and 20% being speakers of one of the languages native to Asia. Many immigrants from Mexico, Central and South America, and Southeast Asia have cultural beliefs and understandings drawn from experiences in other countries. In support of strengthened engagement among water agencies, non-profits and local communities, SAWPA will make available on-call translation services to public sector and non-profit partners in the watershed. Through an application process managed by SAWPA, organizations and agencies will be provided an on-call translation service provider appropriate to their need. Translation services for document translation and simultaneous and/or following translation of meetings will be available. Languages other than English spoken in the watershed include Spanish, Vietnamese, Korean, Chinese, and Tagalog, among others that are used by only very small numbers of people. SAWPA is also interested in having American Sign Language interpretation available for simultaneous translation.

This grant funded work will be completed in 2020.

A total of \$150,000 is allocated for these activities.

3. OBJECTIVE

This RFQ will allow SAWPA to build an on-call list of one or many translation service providers each under a general services agreement with SAWPA. A call for proposals will be made across the watershed for agencies and organizations to request translation services to support engagement with low-income and under-represented communities. SAWPA will evaluate the

proposals, and issue task orders to the on-call translation services providers in support of local agency or organizational partners.

4. SCOPE OF WORK

Firms providing their qualifications must describe capacity to provide simultaneous and/or following in-person meeting translation, and/or written material translation, and the languages the firm can support in each or either capacity. Languages of interest both written and in-person are Spanish, Vietnamese, Korean, Chinese, Tagalog, and for simultaneous interpretation only, American Sign Language. If other languages are known to the proposer to be significant in the watershed please identify them in your submission. Firms selected for the on-call list will enter a general services agreement with SAWPA and be provided task orders when work is identified.

To identify work for the on-call consultants, SAWPA will request proposals from organizations and public sector agencies in the watershed with translation needs regarding community engagement about water and watershed issues. This proposal process will be managed entirely by SAWPA. Selected proposals will be the basis for task orders to the on-call list of translation service providers.

For document translation services, SAWPA will ensure the source agency supplies editable files. Documents may be of many different formats and specific purposes, but generally will be about water-related education or communication.

For in-person meeting translation services, SAWPA will ensure the source agency provides at least six weeks notice of the event and engages directly with the firm tasked to support the meeting. Meetings will be public-facing and water or watershed-related, however may take many different forms. Meetings will be within the Santa Ana River watershed to be eligible. Sign-language interpretation for in-person meetings is a desired but not required qualification.

5. PROPOSAL REQUIREMENTS

Responses to this RFQ must be made according to the requirements set forth in this section for content and sequence. Failure to adhere to these requirements or to include conditions, limitations, or misrepresentations may be cause for rejection of the proposal. Any correction and resubmission by the proposer will not extend the time for evaluation of the proposal. Responses to this RFQ shall be prepared as concise as possible. The proposal should be not more than **20** pages long, not including resumes that may be included in an appendix.

All proposals should include the following information:

1. Background information about the proposer.
2. List of personnel, including subcontractors that will be dedicated to this project.
3. Approach to providing translation services for SAWPA within the DCI Program.

- a. Description of the proposer's experience including experience of personnel dedicated to the project. Knowledge about water and watershed-related topics is sought, but not required experience for a proposer.
 - b. Clear understanding of SAWPA's needs, and a description of the firm's ability to work in this innovative program.
- 4. Fee schedule
 - a. For document translation, please include per-hour, per-word or per-page fees in each available language, with a scale of fees based on the length of the document to-be-translated.
 - i. If providing a per-word or per-page fee proposal, please make clear the full extent of costs associated with the overall work, if it is not included in the per-word or per-page costs.
 - ii. If providing a fee proposal that include hourly billing rates it must be labor hours by each employee billing classification
 - b. For in-person meetings, please include hourly personnel rates. Other costs such as equipment or travel should be incorporated in the hourly rates.
 - i. If providing a fee proposal that include hourly billing rates it must be labor hours by each employee billing classification.
- 5. References
 - a. Two references from clients with similar needs to those described herein.
- 6. Miscellaneous/Exceptions.
 - a. Ensure that the proposer and associated subconsultants are available on January 30 for an interview, if SAWPA decides it is necessary.
 - b. A draft general services agreement is enclosed within this RFQ (Appendix A) that the consultant/firm will be required to sign; the respondent must identify any exceptions to that draft agreement as an element of the proposal submitted for review and consideration. Your requested changes will not be considered in evaluating your proposal, but will be addressed during contracting.
 - c. SAWPA's grant agreement (#4600011889) with California Department of Water Resources is enclosed within this RFQ (Appendix B), and should be reviewed by the consultant firm, as aspects of the grant will impact the selected consultants. If any items within the grant agreement are an issue, please identify them in your proposal.

6. PROPOSED SCHEDULE

RFQ Published	December 19, 2018
Questions allowable until	January 9, 2019
SAWPA will not alter RFQ after	January 11, 2019
Responses Due by 4:00 pm	January 28, 2019
Interviews with firms, if needed	January 30, 2019
Approval of on-call list by SAWPA Commission	February 5, 2019

7. SUBMITTALS

Submit a complete electronic copy of the proposal and related information to Mike Antos, Senior Watershed Manager at: mantos@sawpa.org. Submittals should be delivered via email as a single pdf file, either attached or linked for download.

All proposals must be received by **4:00 p.m. on Monday, January 28, 2018**. Proposals received after the stated time will be deleted and will not be considered. If needed, a review panel, composed of SAWPA staff and partner organizations, will conduct question and answer interviews.

Any questions about this RFQ must be submitted to Mike Antos at (951) 354-4238 or mantos@sawpa.org before January 9, 2019. SAWPA is closed 12/24 through 1/1. All questions and answers will be posted here: <http://www.sawpa.org/request-for-proposals/>

8. EVALUATION CRITERIA

Evaluation of qualifications will be conducted on the following:

- Responsiveness to the RFQ
- Experience and qualifications of the assigned individuals/firm
- Approach and understanding of needs
- Appropriateness of proposed fee structure
- Anticipated value and quality of services received

SAWPA reserves the sole right to evaluate and select the successful qualifications based upon any or all of the evaluation criteria. The selection process is anticipated to include an evaluation of the submitted qualifications and possibly an interview.

9. GENERAL REQUIREMENTS

- 9.1 All those submitting qualifications are hereby advised that this RFQ is an informal solicitation and is not a commitment or offer to enter into an agreement or engage into any competitive bidding or negotiation pursuant to any statute, ordinance, rule, or regulation. SAWPA reserves the right to negotiate with any qualified source. SAWPA reserves the right to reject any or all submitted qualifications for any reason or for no reason at all.
- 9.2 SAWPA reserves the right to request further information from those submitting qualifications either in writing or orally. Such request will be addressed to that person or persons authorized by those submitting qualifications to represent the proposer.
- 9.3 SAWPA reserves the sole right to judge the representations, either written or oral, made in the process of submitting qualifications.
- 9.4 Those submitting qualifications understand and agree that submission of qualifications constitutes acknowledgement and acceptance of, and a willingness to comply with, all of the terms, conditions, and criteria contained in this RFQ.

- 9.5 False, incomplete, or unresponsive statements in connection with submitted qualifications may result in rejection of the submission. The valuation and determination of the fulfillment of the above requirement will be SAWPA's responsibility and its decision shall be final.
- 9.6 SAWPA reserves the right to interpret or change any provisions of this RFQ at any time prior to the qualification submission date. Such interpretations or changes will be in the form of addenda to this RFQ. Such addenda will become part of this RFQ and may become part of any resultant contract. Such addenda will be posted, before the date committed to in Section 6 above, alongside this RFQ on the SAWPA website at this link: <http://www.sawpa.org/request-for-proposals/>. Should such addenda require additional information not previously requested, the failure to address the requirements of such addenda might result in submitted qualifications not being considered.
- 9.7 All qualifications submitted in response to this RFQ will become the exclusive property of SAWPA. At such time as SAWPA's recommendation to the SAWPA Commission relative to selection appears on the Commission Agenda, all such submittals become a matter of public record, and shall be regarded as public records, with the exception of those parts of each proposal which are appropriately defined by the submitter as business or trade secrets, and so marked, as "confidential" or "proprietary." SAWPA shall not in any way be liable or responsible for the disclosure of any such qualifications or any part thereof if disclosure of any such qualifications or any part thereof is required under the Public Records Act.
- 9.8 SAWPA shall not in any way be liable for any costs incurred in connection with the preparation of any material submitted in response to this RFQ.



ATTACHMENT A

SANTA ANA WATERSHED PROJECT AUTHORITY **AGREEMENT FOR SERVICES BY INDEPENDENT CONSULTANT**

This Agreement is made this ____ day of _____, **2018** by and between the Santa Ana Watershed Project Authority ("SAWPA") located at 11615 Sterling Ave., Riverside, CA, 92503 and _____ ("**Consultant**") whose address is _____.

RECITALS

This Agreement is entered into on the basis of the following facts, understandings, and intentions of the parties to this Agreement:

- SAWPA desires to engage the professional services of Consultant to perform such professional consulting services as may be assigned, from time to time, by SAWPA in writing;
- Consultant agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement and has represented and warrants to SAWPA that Consultant possesses the necessary skills, qualifications, personnel, and equipment to provide such services; and
- The services to be performed by Consultant shall be specifically described in one or more written Task Orders issued by SAWPA to Consultant pursuant to this Agreement.

AGREEMENT

Now, therefore, in consideration of the foregoing Recitals and mutual covenants contained herein, SAWPA and Consultant agree to the following:

ARTICLE I

TERM OF AGREEMENT

1.01 This agreement shall become effective on the date first above written and shall continue until **December 31, 20__** unless extended or sooner terminated as provided for herein.

ARTICLE II

SERVICES TO BE PERFORMED

2.01 Consultant agrees to provide such professional consulting services as may be assigned, from time to time, in writing by the Commission and the General Manager of SAWPA. Each assignment shall be made in the form of a written Task Order. Each such Task Order shall include, but shall not be limited to, a description of the nature and scope of the services to be performed by Consultant, the amount of compensation to be paid, and the expected time of completion.

2.02 Consultant may at Consultant's sole cost and expense, employ such competent and qualified independent professional associates, subcontractors, and consultants as Consultant deems necessary to perform each assignment; provided that Consultant shall not subcontract any work to be performed without the prior written consent of SAWPA.

ARTICLE III

COMPENSATION

3.01 In consideration for the services to be performed by Consultant, SAWPA agrees to pay Consultant as provided for in each Task Order.

3.02 Each Task Order shall specify a total not-to-exceed sum of money and shall be based upon the regular hourly rates customarily charged by Consultant to its clients.

3.03 Consultant shall not be compensated for any services rendered nor reimbursed for any expenses incurred in excess of those authorized in any Task Order unless approved in advance by the Commission and General Manager of SAWPA, in writing.

3.04 Unless otherwise provided for in any Task Order issued pursuant to this Agreement, payment of compensation earned shall be made in monthly installments after receipt from Consultant of a timely, detailed, corrected, written invoice by SAWPA's Project Manager, describing, without limitation, the services performed, when such services were performed, the time spent performing such services, the hourly rate charged therefore, and the identity of individuals performing such services for the benefit of SAWPA. Such invoices shall also include a detailed itemization of expenses incurred. Upon approval by an authorized SAWPA employee, SAWPA will pay within 30 days after receipt of a valid invoice from Consultant.

ARTICLE IV

CONSULTANT OBLIGATIONS

4.01 Consultant agrees to perform all assigned services in accordance with the terms and conditions of this Agreement including those specified in each Task Order. In performing the services required by this Agreement and any related Task Order Consultant shall comply with all local, state and federal laws, rules and regulations. Consultant shall also obtain and pay for any permits required for the services it performs under this Agreement and any related Task Order.

4.02 Except as otherwise provided for in each Task Order, Consultant will supply all personnel and equipment required to perform the assigned services.

4.03 Consultant shall be solely responsible for the health and safety of its employees, agents and subcontractors in performing the services assigned by SAWPA. Consultant hereby covenants and agrees to:

4.03a Obtain a Commercial General Liability and an Automobile Liability insurance policy, including contractual coverage, with limits for bodily injury and property damage in an amount of not less than \$2,000,000.00 per occurrence for each such policy. Such policy shall name SAWPA, its officers, employees, agents and volunteers, as an additional insured, with any right to subrogation waived as to SAWPA, its officers, employees, agents and volunteers. If Commercial General Liability Insurance or other form with an aggregate limit is used, either the general aggregate limit shall apply separately to the work assigned by SAWPA under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. The coverage shall be at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence Form CG 00 01) and Insurance Services Office Form CA 00 01 covering Automobile Liability, Code 1 (any auto). The Commercial Liability Insurance shall include operations, products and completed operations, as applicable;

4.03b Obtain a policy of Professional Liability (errors and omissions) insurance appropriate to the Consultant's profession in a minimum amount of \$2,000,000.00 per claim or occurrence to cover any negligent acts or omissions or willful misconduct committed by Consultant, its employees, agents and subcontractors in the performance of any services for SAWPA. Architects' and engineers' coverage shall include contractual liability;

4.03c Obtain a policy of Employer's Liability insurance in a minimum amount of \$1,000,000.00 per accident for bodily injury and property damage.

4.03d Provide worker's compensation insurance or a California Department of Insurance-approved self-insurance program in an amount and form required by the State of California and the Employer's Liability Insurance that meets all applicable Labor Code requirements, covering all persons or entities providing services on behalf of the Consultant and all risks to such persons or entities;

4.03e Consultant shall require any subcontractor that Consultant uses for work performed for SAWPA under this Agreement or related Task Order to obtain the insurance coverages specified above.

4.03f Consultant hereby agrees to waive subrogation which any insurer of Consultant may seek to require from Consultant by virtue of the payment of any loss. Consultant shall obtain an endorsement that may be necessary to give effect to this waiver of subrogation. In addition, the Workers Compensation policy shall be endorsed with a waiver of subrogation in favor of SAWPA for all work performed by Consultant, and its employees, agents and subcontractors.

All such insurance policy or policies shall be issued by a responsible insurance company with a minimum A. M. Best Rating of "A-" Financial Category "X", and authorized and admitted to do business in, and regulated by, the State of California. If the insurance company is not admitted in the State of California, it must be on the List of Eligible Surplus Line Insurers (LESLI), shall have a minimum A.M. Best Rating of "A", Financial Category "X", and shall be domiciled in the United States, unless otherwise approved by SAWPA in writing. Each such policy of insurance shall expressly provide that it shall be primary and noncontributory with any policies carried by SAWPA and, to the extent obtainable, such coverage shall be payable notwithstanding any act of negligence of SAWPA that might otherwise result in forfeiture of coverage. Evidence of all insurance coverage shall be provided to SAWPA prior to issuance of the first Task Order. Such policies shall provide that they shall not be canceled or amended without 30 day prior written notice to SAWPA. Consultant acknowledges and agrees that such insurance is in addition to Consultant's obligation to fully indemnify and hold SAWPA free and harmless from and against any and all claims arising out of an injury or damage to property or persons caused by the negligence, recklessness, or willful misconduct of Consultant in performing services assigned by SAWPA.

4.04 Consultant hereby covenants and agrees that SAWPA, its officers, employees, and agents shall not be liable for any claims, liabilities, penalties, fines or any damage to property, whether real or personal, nor for any personal injury or death caused by, or resulting from, or claimed to have been caused by or resulting from, any negligence, recklessness, or willful misconduct of Consultant. Consultant shall hold harmless, defend and indemnify SAWPA and its officers, employees, agents and volunteers from and against any and all liability, loss, damage, fines, penalties, expense and costs, including, without limitation, attorneys' fees and litigation expenses and costs, of every nature arising out of or related to Consultant's negligence, recklessness, or willful misconduct related to or arising from the performance of the work required under this Agreement and any related Task Order or Consultant's failure to comply with any of its obligations contained in this Agreement and any related Task Order, except as to such loss or damage which was caused by the active negligence or willful misconduct of SAWPA.

4.05 In the event that SAWPA requests that specific employees or agents of Consultant supervise or otherwise perform the services specified in each Task Order, Consultant shall ensure that such individual(s) shall be appointed and assigned the responsibility of performing the services.

4.06 In the event Consultant is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished with a registered professional engineer's number and shall conform to local, state and federal laws, rules and regulations. Consultant shall obtain all necessary permits and approvals in connection with this Agreement, any Task Order or Change Order. However, in the event SAWPA is required to obtain such an approval or permit from another governmental entity, Consultant shall provide all necessary supporting documents to be filed with such entity, and shall facilitate the acquisition of such approval or permit.

ARTICLE V

SAWPA OBLIGATIONS

5.01 SAWPA shall:

5.01a Furnish all existing studies, reports and other available data pertinent to each Task Order that are in SAWPA's possession;

5.01b Designate a person to act as liaison between Consultant and the General Manager and Commission of SAWPA.

ARTICLE VI

ADDITIONAL SERVICES, CHANGES AND DELETIONS

6.01 During the term of this Agreement, the Commission of SAWPA may, from time to time and without affecting the validity of this Agreement or any Task Order issued pursuant thereto, order changes, deletions, and additional services by the issuance of written Change Orders authorized and approved by the Commission of SAWPA.

6.02 In the event Consultant performs additional or different services than those described in any Task Order or authorized Change Order without the prior written approval of the Commission of SAWPA, Consultant shall not be compensated for such services.

6.03 Consultant shall promptly advise SAWPA as soon as reasonably practicable upon gaining knowledge of a condition, event, or accumulation of events, which may affect the scope and/or cost of services to be provided pursuant to this Agreement. All proposed changes, modifications, deletions, and/or requests for additional services shall be reduced to writing for review and approval or rejection by the Commission of SAWPA.

6.04 In the event that SAWPA orders services deleted or reduced, compensation shall be deleted or reduced by a comparable amount as determined by SAWPA and Consultant shall only be compensated for services actually performed. In the event additional services are properly authorized, payment for the same shall be made as provided in Article III above.

ARTICLE VII

CONSTRUCTION PROJECTS: CONSULTANT CHANGE ORDERS

7.01 In the event SAWPA authorizes Consultant to perform construction management services for SAWPA, Consultant may determine, in the course of providing such services, that a Change Order should be issued to the construction contractor, or Consultant may receive a request for a Change Order from the construction contractor. Consultant shall, upon receipt of any requested Change Order or upon gaining knowledge of any condition, event, or accumulation of events, which may necessitate issuing a Change Order to the construction contractor, promptly consult with the liaison, General Manager and Commission of SAWPA. No Change Order shall be issued or executed without the prior approval of the Commission of SAWPA.

ARTICLE VIII

TERMINATION OF AGREEMENT

8.01 In the event the time specified for completion of an assigned task in a Task Order exceeds the term of this Agreement, the term of this Agreement shall be automatically extended for such additional time as is necessary to complete such Task Order and thereupon this Agreement shall automatically terminate without further notice.

8.02 Notwithstanding any other provision of this Agreement, SAWPA, at its sole option, may terminate this Agreement at any time by giving a 10-day written notice to Consultant, whether or not a Task Order has been issued to Consultant.

8.03 In the event of termination, the payment of monies due Consultant for work performed prior to the effective date of such termination shall be paid after receipt of an invoice as provided in this Agreement.

ARTICLE IX

CONSULTANT STATUS

9.01 Consultant shall perform the services assigned by SAWPA in Consultant's own way as an independent contractor, in pursuit of Consultant's independent calling and not as an employee of SAWPA. Consultant shall be under the control of SAWPA only as to the result to be accomplished and the personnel assigned to perform services. However, Consultant shall regularly confer with SAWPA's liaison, General Manager, and Commission as provided for in this Agreement.

9.02 Consultant hereby specifically represents and warrants to SAWPA that the services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional consulting organization rendering the same or similar services. Furthermore, Consultant represents and warrants that the individual signing this Agreement on behalf of Consultant has the full authority to bind Consultant to this Agreement.

ARTICLE X

AUDIT AND OWNERSHIP OF DOCUMENTS

10.01 All draft and final reports, plans, drawings, specifications, data, notes, and all other documents of any kind or nature prepared or developed by Consultant in connection with the performance of services assigned to it by SAWPA are the sole property of SAWPA, and Consultant shall promptly deliver all such materials to SAWPA. Consultant may retain copies of the original documents, at its option and expense. Use of such documents by SAWPA for project(s) not the subject of this Agreement shall be at SAWPA's sole risk without legal liability or exposure to Consultant. SAWPA agrees to not release any software "code" without prior written approval from the Consultant.

10.02 Consultant shall retain and maintain, for a period not less than four years following termination of this Agreement, all time records, accounting records, and vouchers and all other records with respect to all matters concerning services performed, compensation paid and expenses reimbursed. At any time during normal business hours and as often as SAWPA may deem necessary, Consultant shall make available to SAWPA's agents for examination of all such records and will permit SAWPA's agents to audit, examine and reproduce such records.

ARTICLE XI

MISCELLANEOUS PROVISIONS

11.01 This Agreement supersedes all previous agreements, either oral or written, between the parties hereto with respect to the rendering of services by Consultant for SAWPA and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

11.02 Consultant shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of SAWPA. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

11.03 In the event Consultant is an individual person and dies prior to completion of this Agreement or any Task Order issued hereunder, any monies earned that may be due Consultant from SAWPA as of the date of death will be paid to Consultant's estate.

11.04 Time is of the essence in the performance of services required hereunder. Extensions of time within which to perform services may be granted by SAWPA if requested by Consultant and agreed to in writing by SAWPA. All such requests must be documented and substantiated and will only be granted as the result of unforeseeable and unavoidable delays not caused by the lack of foresight on the part of Consultant.

11.05 Consultant shall comply with all local, state and federal laws, rules and regulations including those regarding nondiscrimination and the payment of prevailing wages.

11.06 SAWPA expects that Consultant will devote its full energies, interest, abilities and productive time to the performance of its duties and obligations under this Agreement, and shall not engage in any other consulting activity that would interfere with the performance of Consultant's duties under this Agreement or create any conflicts of interest. If required by law, Consultant shall file a Conflict of Interest Statement with SAWPA.

11.07 Any dispute which may arise by and between SAWPA and the Consultant, including the Consultants, its employees, agents and subcontractors, shall be submitted to binding arbitration. Arbitration shall be conducted by a neutral, impartial arbitration service that the parties mutually agree upon, in accordance with its rules and procedures. The arbitrator must decide each and every dispute in accordance with the laws of the State of California, and all other applicable laws. Unless the parties stipulate to the contrary prior to the appointment of the arbitrator, all disputes shall first be submitted to non-binding mediation conducted by a neutral, impartial mediation service that the parties mutually agree upon, in accordance with its rules and procedures.

11.08 During the performance of the Agreement, Consultant and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status and denial of family care leave. Consultant and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12290 et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 et seq., 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. Consultant and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Consultant shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

In witness whereof, the parties hereby have made and executed this Agreement as of the day and year first above-written.

SANTA ANA WATERSHED PROJECT AUTHORITY

Richard E. Haller, P.E., General Manager Date

(CONSULTANT NAME)

(Signature) Date

Typed/Printed Name

ATTACHMENT B

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA
(DEPARTMENT OF WATER RESOURCES) AND
SANTA ANA WATERSHED PROJECT AUTHORITY
AGREEMENT NUMBER 4600011889
2016 PROPOSITION 1 INTEGRATED REGIONAL WATER MANAGEMENT (IRWM) DISADVANTAGED
COMMUNITY INVOLVEMENT GRANT
CALIFORNIA WATER CODE § 79740 ET SEQ.**

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or "DWR" and Santa Ana Watershed Project Authority, a public agency, in the Counties of Los Angeles, Orange, Riverside, and San Bernardino in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee", which parties do hereby agree as follows:

1. PURPOSE. State shall provide funding from the Water Quality, Supply and Infrastructure Improvement Act of 2014 (Proposition 1) to Grantee to assist in financing project associated with the Santa Ana pursuant to Chapter 7 (commencing with §79740) of Division 26.7 of the California Water Code, hereinafter collectively referred to as "IRWM Program." A "project" is defined as a group of activities as set forth in Exhibit A (Work Plan).
2. TERM OF GRANT AGREEMENT. The term of this Grant Agreement begins on the date this Grant Agreement is executed by State, and terminates on April 30, 2020, or when all of the Parties' obligations under this Grant Agreement are fully satisfied, whichever occurs earlier. Execution date is the date the State signs this Grant Agreement.
3. GRANT AMOUNT. The maximum amount payable by the State under this Grant Agreement shall not exceed \$6,300,000.
4. GRANTEE'S RESPONSIBILITY. Grantee and its representatives shall:
 - a) Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Exhibit B (Budget) and Exhibit C (Schedule).
 - b) Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for Water Quality, Supply and Infrastructure Improvement, Act of 2014 financing.
 - c) Comply with all applicable California laws and regulations.
 - d) Implement the project in accordance with applicable provisions of the law.
 - e) Fulfill its obligations under the Grant Agreement, and be responsible for the performance of the project.
5. BASIC CONDITIONS. State shall have no obligation to disburse money for project under this Grant Agreement until Grantee has satisfied the following conditions (if applicable):
 - a) Grantee must demonstrate the groundwater compliance options set forth on pages 11 and 12 of the IRWM Program Guidelines, dated July 2016 are met.
 - b) Grantee submits deliverables as specified in Paragraph 15 of this Grant Agreement and in Exhibit A.
 - c) Prior to the commencement of construction or implementation activities, Grantee shall submit the following to the State for each project:
 - 1) Final plans and specifications certified by a California Registered Professional (Civil Engineer or Geologist, as appropriate) for the approved project as listed in Exhibit A of this Grant Agreement.

2) Environmental Documentation:

- i) Grantee submits to the State all applicable environmental permits,
- ii) Documents that satisfy the CEQA process are received by the State,
- iii) State has completed its CEQA compliance review as a Responsible Agency, and
- iv) Grantee receives written concurrence from the State of Lead Agency's CEQA documents and State notice of verification of environmental permit submittal.

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

- 6. DISBURSEMENT OF FUNDS. State will disburse to Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation.
- 7. ELIGIBLE PROJECT COST. Grantee shall apply State funds only to Eligible Project Costs in accordance with applicable provisions of the law. Work performed on the project after January 22, 2016, shall be eligible for reimbursement.

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

- a) Operation and maintenance costs, Purchase of equipment that is not an integral part of a project.
- b) Establishing a reserve fund.
- c) Purchase of water supply.
- d) Replacement of existing funding sources for ongoing programs.
- e) Support of existing agency requirements and mandates (e.g., punitive regulatory agency requirement).
- f) Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies.
- g) Payment of principal or interest of existing indebtedness or any interest payments unless the debt is incurred after execution of this Grant Agreement, the State agrees in writing to the eligibility of the costs for reimbursement before the debt is incurred, and the purposes for which the debt is incurred are otherwise eligible costs. However, this will only be allowed as Grantee Cost Share (i.e., Funding Match).
- h) Payment of stipends
- i) Application preparation costs for other funding opportunities not consistent with IRWM.
- j) Meals not directly related to travel.
- k) Acquisition of real property (land or easements).

l) Overhead not directly related to the project.

8. METHOD OF PAYMENT.

a) Reimbursement – Submit a copy of invoice for costs incurred and supporting documentation to the DWR Project Manager via Grant Review and Tracking System (GRanTS). Additionally, the original invoice form with signature and date (in ink) of Grantee's Project Representative, as indicated on page 8 of this Grant Agreement, must be sent to the DWR Project Manager for approval. Invoices submitted via GRanTS shall include the following information:

- 1) Costs incurred for work performed during the period identified in the particular invoice.
- 2) Invoices shall be submitted on forms provided by State and shall meet the following format requirements:
 - i) Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - ii) Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - iii) Sufficient evidence (e.g., receipts, copies of checks, time sheets) as determined by the State must be provided for all costs included in the invoice.
 - iv) DWR Project Manager will notify Grantee, in a timely manner, when, upon review of an invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or are not supported by documentation or receipts acceptable to State. Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to State to cure such deficiency(ies). After the disbursement requirements in Paragraph 5 "Basic Conditions" are met, State will disburse the whole or portions of State funding to Grantee, following receipt from Grantee via U.S. mail or Express mail delivery of a "wet signature" invoice for costs incurred, and timely Quarterly Progress Reports as required by Paragraph 15 "Submission of Reports." Payment will be made no more frequently than monthly, in arrears, upon receipt of an invoice bearing the Grant Agreement number.

9. WITHHOLDING OF DISBURSEMENTS BY STATE. If State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if Grantee does not remedy any such failure to State's satisfaction, State may withhold from Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and State notifies Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 10, the portion that has been disbursed shall thereafter be repaid immediately with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by State. State may consider Grantee's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 10, "Default Provisions." If State notifies Grantee of its decision to withhold the entire funding amount from Grantee pursuant to this paragraph, this Grant Agreement shall terminate upon receipt of such notice by Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

10. DEFAULT PROVISIONS. Grantee and any Local Project Sponsor receiving grant funding through this Grant Agreement will be in default under this Grant Agreement if any of the following occur:

- a) Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between Grantee and State evidencing or securing Grantee's obligations.
- b) Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement.
- c) Failure to operate or maintain project(s) in accordance with this Grant Agreement (Paragraph 16).
- d) Failure to make any remittance required by this Grant Agreement.
- e) Failure to comply with Labor Compliance Program requirements (Paragraph 14).
- f) Failure to submit timely progress reports.
- g) Failure to routinely invoice State.
- h) Failure to meet any of the requirements set forth in Paragraph 11, "Continuing Eligibility."

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

- 1) Declare the funding be immediately repaid, with interest, at the California general obligation bond interest rate at the time the State notifies the Grantee of the default.
- 2) Terminate any obligation to make future payments to Grantee.
- 3) Terminate the Grant Agreement.
- 4) Take any other action that it deems necessary to protect its interests.

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

11. CONTINUING ELIGIBILITY. Grantee must meet the following ongoing requirement(s) to remain eligible to receive State funds:

- a) An urban water supplier that receives grant funds governed by this Grant Agreement shall maintain compliance with the Urban Water Management Planning (UWMP) Act (Water Code §10610 et seq.) and Sustainable Water Use and Demand Reduction, Part 2.55 of Division 6 (Water Code §10608 et seq.) by doing the following:
 - 1) Have submitted their 2015 UWMP and had it deemed consistent by DWR. For more information, visit the following website:
<http://www.water.ca.gov/urbanwatermanagement>.
 - 2) By July 1, 2016, all urban water suppliers must have submitted documentation that demonstrates they are meeting the 2015 interim GPCD target. If not meeting the interim target, also include a schedule, financing plan, and budget for achieving the gallons per capita per day (GPCD) target, as required pursuant to Water Code §10608.24. Starting June 30, 2017, those urban water suppliers that did not meet their 2015 GPCD target must also submit, by June 30, annual reports that include a schedule, financing plan, and budget for achieving the GPCD target (Water Code §10608.24).
- b) An agricultural water supplier receiving grant funding must:

- 1) Comply with Sustainable Water Use and Demand Reduction requirements outlined in Part 2.55 (commencing with §10608) of Division 6 of the Water Code.
 - 2) Have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR. For more information, visit the following website:
<http://www.water.ca.gov/wateruseefficiency/agricultural/agmgmt.cfm>.
 - c) Grantees diverting surface water must maintain compliance with diversion reporting requirements as outlined in Part 5.1 of Division 2 of the Water Code.
 - d) Grantee and Local Project Sponsors must demonstrate compliance with the groundwater compliance options set forth on pages 11 and 12 of the 2016 IRWM Program Guidelines, dated July 2016.
 - e) Grantee and Local Project Sponsors that have been designated as monitoring entities under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program must maintain reporting compliance, as required by Water Code §10920 and the CASGEM Program.
12. PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS. Grantee shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental, procurement, and safety laws, rules, regulations, and ordinances. Grantee shall provide copies of permits and approvals to State.
13. RELATIONSHIP OF PARTIES. Grantee is solely responsible for design, construction, and operation and maintenance of project within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Grant Agreement.
14. LABOR COMPLIANCE. The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (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>.
15. SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to State. If requested, Grantee shall promptly provide any additional information deemed necessary by State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F. The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State of a Final Report is a requirement for the release of any funds retained for such project.
- a) Progress Reports: Grantee shall submit progress reports quarterly to meet the State's requirement for disbursement of funds. The progress reports shall be sent via e-mail to the State's Project Manager and shall be uploaded into GRanTS. The progress reports shall provide a brief description of the work performed during the reporting period including: Grantee's

activities, milestones achieved, any accomplishments, and any problems encountered in the performance of the work under this Agreement.

- b) Final Report: Upon completion of the project included in Exhibit A, Grantee shall submit to State a Final Report. The Final Report shall be submitted within ninety (90) calendar days of completion of the project. The Final Report shall include a stakeholder summary; description of involvement activities and the projects developed from those activities; discussion of findings from the needs assessment, identification of ongoing barriers, and recommendations for future activities; and a list of references. Retention will not be disbursed until the Final Report is submitted to and approved by the State.
- c) Post-Performance Reports: Grantee shall submit Post-Performance Reports, if applicable. Post-Performance Reports shall be submitted to State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of 10 years after the completed project(s) begins operation.

16. OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by State, Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. Grantee or their successors may, with the written approval of State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of Grantee to ensure operation and maintenance of the project in accordance with this provision may, at the option of State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 10, "Default Provisions."

17. STATEWIDE MONITORING REQUIREMENTS. Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Part 2.76 (commencing with § 10780) of Division 6 of California Water Code) and, where applicable, that projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board. See Exhibit H (Requirements for Statewide Monitoring and Data Submittal), for web links and information regarding other State monitoring and data reporting requirements.

18. NOTIFICATION OF STATE. Grantee shall promptly notify State, in writing, of the following items:

- a) Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. Grantee agrees that no substantial change in the scope of a project

will be undertaken until written notice of the proposed change has been provided to State and State has given written approval for such change. Substantial changes generally include changes to the work plan, schedule or term, and budget.

- b) Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by State's representatives. Grantee shall make such notification at least 14 calendar days prior to the event.
 - c) Final inspection of the completed work on a project by a California Registered Professional (Civil Engineer or Geologist, as appropriate), in accordance with Standard Condition D.19 in Exhibit D. Grantee shall notify the State's Project Manager of the inspection date at least 14 calendar days prior to the inspection in order to provide State the opportunity to participate in the inspection.
19. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:
- a) By delivery in person.
 - b) By certified U.S. mail, return receipt requested, postage prepaid.
 - c) By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
 - d) By electronic means.

Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the addresses set forth in Paragraph 21. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

20. PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.

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

Department of Water Resources
Arthur Hinojosa
Chief, Division of IRWM
P.O. Box 942836
Sacramento CA 94236-0001
Phone: (916) 653-4736
e-mail: Arthur.Hinojosa@water.ca.gov

Santa Ana Watershed Project Authority
Richard Haller
Executive Manager, Engineering & Operations
11615 Sterling Avenue
Riverside, CA 92503
Phone: (951) 354-4220
e-mail: rhaller@sawpa.org

Direct all inquiries to the Project Manager:

Department of Water Resources
Mehdi Mizani
Division of Integrated Regional Water
Management
901 P Street, Room 213-A
P.O. Box 942836
Sacramento, CA 94236-0001
Phone: (916) 651-9250
e-mail: Mehdi.Mizani@water.ca.gov

Santa Ana Watershed Project Authority
Mike Antos
Watershed Manager
11615 Sterling Avenue
Riverside, CA 92503
Phone: (951) 354-4238
e-mail: MAntos@sawpa.org


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

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

Exhibit A – Work Plan
Exhibit B – Budget
Exhibit C – Schedule
Exhibit D – Standard Conditions
Exhibit E – Authorizing Resolution
Exhibit F – Report Formats and Requirements
Exhibit G – Requirements for Statewide Monitoring and Data Submittal
Exhibit H – State Audit Document Requirements for Grantees

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

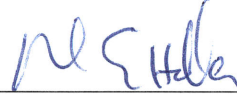
STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES



Arthur Hinojosa, P.E., Chief
Division of Integrated Regional Water
Management

Date 6/22/17

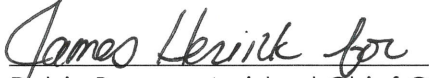
SANTA ANA PROJECT WATER AUTHORITY



Richard Haller
Executive Manager, Engineering & Operations

Date 6/5/17

Approved as to Legal Form and Sufficiency



Robin Brewer, Assistant Chief Counsel
Office of Chief Counsel

Date 6-21-17

EXHIBIT A

WORK PLAN

The objective of this Agreement is to determine the strengths and needs of disadvantaged, economically distressed or underrepresented communities in the watershed through engagement and education, uncover and share the needs and capacities within the water agencies and communities, and assure integrated water management projects that are supported by communities are made ready for implementation and prioritized in the OWOW Plan Update 2018.

PROGRAM ELEMENT 1: Strengths & Needs Assessment

The combined activities of this program element will produce several outcomes. First, it will build upon earlier work, participants in the OWOW process and the OWOW Plan Update 2018 will achieve a better understanding of the water management needs of overburdened and underrepresented communities so that resources and funding can be more effectively directed to meet those needs. Second, this program element will acknowledge and document the strengths of overburdened and underrepresented communities so that as programs are developed to meet their needs the communities will have agency and be appropriately engaged in those efforts. Lastly, this program element will, through its assessment process, create new networks of familiarity between local elected or community leaders and water management leaders.

Activity 1 DCI Program Technical Advisory Committee (TAC)

The TAC will include a representative from each of the program partners and will recruit other members from disadvantaged communities in the watershed. The TAC will meet at least quarterly to advise the DCI Program efforts, and will assist with developing community connections.

Deliverables:

- ☐ Roster of TAC members
- ☐ Notice of Meetings

Activity 2 Disadvantaged and Tribal Communities Pillar

SAWPA will assist the Disadvantaged and Tribal Communities (DTC) Pillar workgroup to convene for workshops approximately five times per year, through at least the completion of the OWOW Plan Update 2018. The Pillar workgroup will develop the OWOW Plan Update 2018 chapter about overburdened and underrepresented communities.

Deliverables:

- ☐ Notice of Meetings
- ☐ Roster of DTC Pillar participants
- ☐ OWOW Plan Update 2018 Chapter

Activity 3 Engage Local Elected Leaders

The Local Government Commission will interview and/or survey local elected leaders who serve overburdened communities. Introduce leaders to IRWM and OWOW, and gather a baseline idea of the water management needs and civic strengths of the communities they serve.

Deliverables:

- ☐ Summary report that compiles survey/interview results from at least 20 elected leaders

Activity 4 Engage Mutual Water Companies

The California Rural Water Association will engage with mutual water companies throughout the watershed to learn about the strengths and needs of these organizations.

Deliverables:

- ☐ Report about each mutual water company water issues and needs
- ☐ Summary report of regional trends

Activity 5 Engage Water Agencies

SAWPA staff will engage with water agencies throughout the watershed to gather and summarize the understanding of strengths and needs of disadvantaged and underrepresented communities within their water service areas.

Deliverables:

- ☐ Summary report of responses

Activity 6 Community Listening Workshops

The California State University Disadvantaged Community Center (CSU DACC) will conduct or participate in at least nine community workshops throughout the watershed, to gather information related from community members about their understanding of the water-related strengths and needs of their community.

Deliverables:

- ☐ Workshop notices and materials
- ☐ Community input information in Community Water Ethnography of the Santa Ana River Watershed

Activity 7 Community Water Ethnography of the Santa Ana River Watershed

CSU DACC will lead the writing of the Community Water Ethnography of the Santa Ana River Watershed, a report about social, cultural and water-related strengths and needs of the overburdened and underrepresented communities in the watershed. This report will reveal all that was learned in the Strengths & Needs Assessment Program Element, and become the foundation for the Engagement & Education Program Element.

Deliverables:

- ☐ Community Water Ethnography of the Santa Ana River Watershed (Funding Area-wide Needs Assessment Report) to include: spatial description of "communities" (beyond Census Tracts), community water management provider roster (who serves each community), demographic data and trends, required data needs as described by "Needs Assessment Template" in the DACI Program Guidelines. This report will meet and exceed the grant requirements of a Final Assessment Report.

Activity 8 Homelessness & Water Convening

SAWPA staff and program partners will convene a one-day event to reveal synergies and develop new partnerships between those seeking to manage homelessness in the watershed and those engaged with water management.

Deliverables:

- ☐ Notice of meeting
- ☐ Pictures of event
- ☐ Summary Report of conclusions and next steps

PROGRAM ELEMENT 2: Engagement / Education

This program element contains activities that will accomplish multiple long-term outcomes for the region. It will provide community members a better understanding of water management and water managers enriched understanding of community strengths and needs. By facilitating engagement of students, and by hosting events that convene broad groups of stakeholders and community members, participation with the OWOW process will be strengthened. Lastly, by engaging and educating elected representatives from overburdened or underrepresented communities, this effort will create lasting relationships that ensure equitable representation in watershed decision making.

Activity 9 Tribal Consultation

SAWPA staff, Cal Rural Water Association (CRWA) staff and CSU DACC personnel will confer with the sovereign tribal communities within the Santa Ana Watershed and the adjacent areas not served by a Regional Water Management Group. Invitations to participate will be made to tribal groups not currently recognized by federal and state governments.

Deliverables:

- ☐ Sign-in sheets or similar documentation from consultation between OWOW/DCI Program and Tribal government representatives
- ☐ Tribal water management needs incorporated into OWOW Plan Update 2018

Activity 10 Value of Water / Tap Water Trust

This task will share the value and safety of tap water within the communities of the watershed. In the vast majority of the communities tap water is clean and affordable, yet many new immigrant communities, for many reasons, do not trust the tap water is safe to drink. There are negative economic and health outcomes from reliance on bottled water that for the Santa Ana watershed can be overcome with a respectful, multi-lingual and compassionate outreach campaign. SAWPA will expand existing information campaign programs or initiate new ones through an RFP process.

Deliverables:

- ☐ RFP and scoping documents
- ☐ Copies of Outreach campaign materials
- ☐ Roster of participating agencies
- ☐ Map of watershed regions where campaign is carried out

Activity 11 Translation Services

SAWPA will issue an RFQ for translation services to produce an on-call list of in-person meeting and written material translation consultants. SAWPA will issue an RFP for local entities to access the on-call consultants for translation services on activities related to community engagement for water management.

Deliverables:

- ☐ RFQ/RFP documents
- ☐ Copies of translated written material
- ☐ Notice and list of translated public events
- ☐ Pictures from translated public events

Activity 12 Engagement Best Practices Publications

The Water Education Foundation (WEF) will research and produce a printed publication that will take a broad look at the engagement of disadvantaged communities with water management, with case studies from around the state, including

the SAWPA region. This publication will be distributed throughout the State in support of stronger engagement between communities and integrated water resources management.

The Water Education Foundation will research and produce an online publication that will summarize some of the specific findings and outcomes from the region discovered through the work completed in the three-year grant period.

Deliverables:

- ☐ Engagement Best-Practices publication (printed)

Activity 13 State of the Santa Ana Watershed Conferences

The WEF, in partnership with SAWPA, will develop and execute two conferences. Both events will model previously successful OWOW conference events in the Santa Ana River Watershed, and will in-part focus on the water management needs of communities, and the transition to implementation phases, respectively. The DACI grant will support multiple cost-free registrations at each conference for community members or their trusted representatives. It will also support the cost of several exhibitor slots for nonprofits with community engagement missions so they can participate in the conversation. Other costs associated with the conferences will be separately funded.

Deliverables:

- ☐ Notice of conferences
- ☐ Copies of conference materials related to the DCI Program
- ☐ Roster of grant-supported registrants and exhibitors

Activity 14 Community Water Education

The CSU DACC will design and host nine community water education events, distributed appropriately to serve local communities throughout the watershed. These events will provide learning opportunities for community members on how to engage with the water management process in the watershed.

Deliverables:

- ☐ Notice of events
- ☐ Event pictures
- ☐ Copies of event specific materials

Activity 15 Water Agency Community Engagement Training

The CSU DACC will partner with SAWPA to provide up to nine trainings using the information garnered during the Strengths & Needs Assessment program element to water agencies staff in the watershed. The training will include engagement skills and specific knowledge about communities served by the participating water agencies.

Deliverables:

- ☐ Notice of events
- ☐ Roster of participating agencies
- ☐ Copies of event-specific materials

Activity 16 Local Elected Leader Training

The Local Government Commission will develop and execute up to nine trainings for local elected leaders and their staff in the watershed. These training sessions will relay the findings of the Strengths & Needs Assessment program element, basic information on water management topics, and best practices for helping the communities they serve interact with water planning.

Deliverables:

- ☐ Notice of training events
- ☐ Roster of participants
- ☐ Copies of event-specific materials

Activity 17 Community Engagement Interns Program

This program will support water-related overburdened community engagement internships for students from the CSU, UC and community college campuses of the watershed. The program, administered by the CSU DACC, will seek applications from public agencies and environmental or social justice nongovernmental organizations for the services of pairs of interns to assist with community engagement or public affairs work related to disadvantaged communities; approximately 20 interns per year.

The application process will include a detailed description from each applicant about the specific tasks they will assign to the interns. Each organization will request the services of two interns from CSU to assist with community engagement, public affairs or community education activities. Public affairs may include marketing of community programs and events. Community education activities may include preparing community members to participate effectively in water planning to the benefit of their communities.

The intern program will model an existing program and capacity of CSU, funded by the US Department of Agriculture. Interns will be selected from the CSU campuses (San Bernardino and Fullerton), the UC campuses (Riverside and Irvine), and the many community colleges in the Santa Ana River watershed. Efforts will be made to recruit interns who are themselves from the watershed overburdened communities.

Upon selection and completion of an intern orientation, the internship provides for 300 graduate student internship hours or 350 undergraduate student internship hours to support grant activities. Interns will be mentored by CivicSpark Water Fellows, and supervised in their internship duties by their home institution. The intern human resources, payroll and other administrative supervision are housed at the CSU. In addition to their paid hours, interns will each have a \$500 supply/travel budget.

Half-way through the internships, the intern will produce an interim activity report. Upon completion of the paid internship, the student will develop a final activity report. The final reports are posted on-line as a part of the CSU Library special collection. The cohort of interns will be mentored by CivicSpark Water Fellows, housed at SAWPA, for trainings and networking meetings, related to IRWM community engagement efforts.

This activity provides multiple types of capacity building in the watershed: by supporting students, supporting organizations, and by creating new sustainable and contiguous networks of familiarity between organizations, and between communities and the water organizations.

Deliverables:

- ☐ Copies of applications from selected agencies and NGOs that express interest in intern services to support community members
- ☐ Roster of participating interns
- ☐ Logs of all intern hours served and activities
- ☐ Interim and final reports of interns

PROGRAM ELEMENT 3: Project Development

This program element contains activities that, once complete, will provide important and needed changes to the IRWM Plan for the Santa Ana Funding Region, will support the next steps of existing IRWM projects that benefit overburdened communities, and daylight and develop new water project concepts that meet the stated needs of community members. These outcomes will represent a strengthened understanding by the RWMG of community needs, and ensure that future implementation/construction funding and activities are directed to meeting the needs identified by members of overburdened communities.

Activity 18 Technical Assistance for Community Needs

During engagement efforts the program team will learn of projects, plans and programs. Following evaluation of these projects, plans and programs, an appropriate set will receive Technical Assistance (TA) including but not limited to project engineering services, curriculum development, translation services, and program support. The evaluation of the projects, plans, and programs will follow a set of evaluation criteria to be developed by the DCI TAC. This effort may also link to the State Water Resources Control Board's Technical Assistance Program, via the CSU DACC and CRWA which are both statewide TA providers.

Deliverables:

- ☐ A ranked list of projects, plans, and programs uncovered during the engagement process
- ☐ Project ranking criteria
- ☐ List of projects, plans and programs selected by the TAC to receive technical assistance
- ☐ Documentation of technical assistance efforts
- ☐ Copies of any materials produced during technical assistance
- ☐ Documentation of referrals to other TA programs

Activity 19 OWOW Plan Update 2018

The Disadvantaged Community Involvement program information (or results) will be incorporated in the OWOW Plan. This will include an update to Subchapter 5.11 Disadvantaged and Tribal Communities of the OWOW Plan and a general update throughout in reference to disadvantaged community engagement best practices, maps, and other related materials. This will be a complementary effort to the actions funded the related Proposition 1 IRWM Planning Grant.

Deliverables:

- ☐ Draft OWOW Plan Update 2018
- ☐ Final OWOW Plan Update 2018

Activity 20 CivicSpark Water Fellows

SAWPA will host two CivicSpark Water Action Fellows each of the three years of the program. The Fellows will support program implementation at SAWPA, completing components of each of the Program Elements. Among their duties, the Fellows will support the CSU interns with in-service training, mentorship, coordination, and cohort-building.

Deliverables:

- ☐ Roster of CivicSpark Water Fellows
- ☐ Logs of volunteer activities
- ☐ Volunteer engagement plan
- ☐ Training agendas developed by Fellows

PROGRAM ELEMENT 4: Grant Administration

Activity 21 Agreement Administration

The Grantee will respond to DWR's reporting and compliance requirements associated with the grant administration and will coordinate with the project managers responsible for implementing the projects contained in this agreement.

Activity 22 Invoicing

The Grantee will be responsible for compiling invoices for submittal to DWR. This includes collecting invoice documentation from each of the project proponents and compiling the information into a DWR Invoice Packet.

Activity 23 Progress Reports and Final Report

The Grantee will be responsible for compiling progress reports and final report for submittal to DWR. Reports will meet generally accepted professional standards for technical reporting and the requirements terms of the contract with DWR outlined in Exhibit F of this agreement.

Deliverables:

- ☐ Executed Agreement
- ☐ Invoices and associated backup documentation
- ☐ Progress Reports
- ☐ Final Report

EXHIBIT B
BUDGET

Program Element	Grant Amount	Total
Program Element 1: Strengths & Needs Assessment	\$ 898,644	\$ 898,644
Program Element 2: Engagement / Education	\$ 1,853,068	\$ 1,853,068
Program Element 3: Project Development	\$ 3,233,288	\$ 3,233,288
Program Element 4: Grant Administration	\$ 315,000	\$ 315,000
Total	\$ 6,300,000	\$ 6,300,000

EXHIBIT C**SCHEDULE**

Program Element	Start Date	End Date
Program Element 1: Strengths & Needs Assessment	January-2017	June-2018
Program Element 2: Engagement & Education	January-2017	December-2019
Program Element 3: Project Development	January-2017	October-2019
Program Element 4: Grant Administration	January-2017	December-2019

EXHIBIT D
STANDARD CONDITIONS

D.1) ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:

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

D.2) ACKNOWLEDGEMENT OF CREDIT: Grantee shall include appropriate acknowledgement of credit to the State and to all cost-sharing partners for their support when promoting the Project or using any data and/or information developed under this Grant Agreement. During construction of the project, Grantee shall install a sign at a prominent location, which shall include a statement that the project is financed under Water Quality, Supply and Infrastructure Improvement Act of 2014, administered by State of California, Department of Water Resources. Grantee shall notify State that the sign has been erected by providing them with a site map with the sign location noted and a photograph of the sign.

D.3) AIR OR WATER POLLUTION VIOLATION: Under State laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to § 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

D.4) AMENDMENT: This Grant Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. State shall have no obligation to agree to an amendment.

- D.5) AMERICANS WITH DISABILITIES ACT:** By signing this Grant Agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
- D.6) APPROVAL:** This Agreement is of no force or effect until signed by all parties to the agreement. Grantee may not submit invoices or receive payment until all required signatures have been obtained.
- D.7) AUDITS:** State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of Project, with the costs of such audit borne by State. After completion of the Project, State may require Grantee to conduct a final audit to State's specifications, at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may elect to pursue any remedies provided in Paragraph 10 or take any other action it deems necessary to protect its interests.
- Pursuant to Government Code §8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three years after final payment under this Grant Agreement with respect to all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after project completion or final billing, whichever comes later.
- D.8) BUDGET CONTINGENCY:** If the Budget Act of the current year covered under this Grant Agreement does not appropriate sufficient funds for the Proposition 1 Implementation Grant Program, this Grant Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Grant Agreement. In this event, State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement. Nothing in this Grant Agreement shall be construed to provide Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, State shall have the option to either cancel this Grant Agreement with no liability occurring to State, or offer a Grant Agreement amendment to Grantee to reflect the reduced amount.
- D.9) CALIFORNIA CONSERVATION CORPS:** As required in Water Code §79038(b), Grantee shall examine the feasibility of using the California Conservation Corps or community conservation corps to accomplish the habitat restoration, enhancement and protection activities listed in the Exhibit A, Work Plan, and shall use the services of one of these organizations whenever feasible.
- D.10) CEQA:** Activities funded under this Grant Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA) (Public Resources Code §21000 et seq.). Information on CEQA may be found at the following links:

Environmental Information: <http://resources.ca.gov/ceqa/>

California State Clearinghouse Handbook:

https://www.opr.ca.gov/docs/SCH_Handbook_2012.pdf

- D.11) CHILD SUPPORT COMPLIANCE ACT:** For any Grant Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code §7110, that:
- a) The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with §5200) of Part 5 of Division 9 of the Family Code; and
 - b) The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.12) CLAIMS DISPUTE:** Any claim that the Grantee may have regarding performance of this agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the State's Project Manager, within thirty (30) calendar days of the Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
- D.13) COMPETITIVE BIDDING AND PROCUREMENTS:** Grantee shall comply with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations in Grantee's contracts with other entities for acquisition of goods and services and construction of public works with funds provided by State under this Grant Agreement.
- D.14) COMPUTER SOFTWARE:** Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.15) CONFLICT OF INTEREST:** All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code, §1090 and Public Contract Code, §10410 and §10411, for State conflict of interest requirements.
- a) **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
 - b) **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

- c) Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Government Code §87100 *et seq.*
- d) Employees and Consultants to the Grantee: Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.

- D.16) DELIVERY OF INFORMATION, REPORTS, AND DATA:** Grantee agrees to expeditiously provide throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by State.
- D.17) DISPOSITION OF EQUIPMENT:** Grantee shall provide to State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.
- D.18) DRUG-FREE WORKPLACE CERTIFICATION:** Certification of Compliance: By signing this Grant Agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code §8350 *et seq.*) and have or will provide a drug-free workplace by taking the following actions:
- a) Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code §8355(a)(1).
 - b) Establish a Drug-Free Awareness Program, as required by Government Code §8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:
 - i) The dangers of drug abuse in the workplace,
 - ii) Grantee's policy of maintaining a drug-free workplace,
 - iii) Any available counseling, rehabilitation, and employee assistance programs, and
 - iv) Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
 - c) Provide, as required by Government Code §8355(a)(3), that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
 - i) Will receive a copy of Grantee's drug-free policy statement, and
 - ii) Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.
- D.19) FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL:** Upon completion of the Project, Grantee shall provide for a final inspection and certification by the appropriate registered professional (California Registered Civil Engineer or Geologist) that the Project has

been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement. Grantee shall notify the State's Project Manager of the inspection date at least 14 calendar days prior to the inspection in order to provide State the opportunity to participate in the inspection.

- D.20) GRANTEE COMMITMENTS:** Grantee accepts and agrees to comply with all terms, provisions, conditions and commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
- D.21) GRANTEE NAME CHANGE:** Approval of the State's Program Manager is required to change the Grantee's name as listed on this Grant Agreement. Upon receipt of legal documentation of the name change the State will process an amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
- D.22) GOVERNING LAW:** This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.23) INDEMNIFICATION:** Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insured on their liability insurance for activities undertaken pursuant to this Agreement.
- D.24) INDEPENDENT CAPACITY:** Grantee, and the agents and employees of Grantees, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.25) INSPECTION OF BOOKS, RECORDS, AND REPORTS:** During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.
- D.26) INSPECTIONS OF PROJECT BY STATE:** State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with State.
- D.27) INVOICE DISPUTES:** In the event of an invoice dispute, payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided may result in return of the invoice to the Grantee. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. Any claim that Grantee may have regarding the performance of this Grant Agreement including, but not limited to claims for additional compensation or extension of time, shall be submitted to the DWR Project Manager within thirty (30) calendar days of

Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to the Grant Agreement to implement the terms of any such resolution.

- D.28) NONDISCRIMINATION:** During the performance of this Grant Agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medical and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code § 12990 (a-f) *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, § 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code § 12990 (a-f), 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. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.

- D.29) NO DISCRIMINATION AGAINST DOMESTIC PARTNERS:** For contracts over \$100,000 executed or amended after January 1, 2007, the Grantee certifies by signing this Grant Agreement, under penalty of perjury under the laws of State of California that Grantee is in compliance with Public Contract Code § 10295.3.
- D.30) OPINIONS AND DETERMINATIONS:** Where the terms of this Grant Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.31) PERFORMANCE AND ASSURANCES:** Grantee agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in Exhibit A (Work Plan) and to apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law.
- D.32) PRIORITY HIRING CONSIDERATIONS:** If this Grant Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant Agreement to qualified recipients of aid under Welfare and Institutions Code § 11200 in accordance with Public Contract Code § 10353.
- D.33) PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with Grantee's service of water, without prior permission of State. Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee to meet its obligations under this Grant Agreement, without prior written permission of

State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.

- D.34) REMEDIES NOT EXCLUSIVE:** The use by either party of any remedy specified herein for the enforcement of this Grant Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.35) RETENTION:** Notwithstanding any other provision of this Grant Agreement, State may, for each project, withhold five percent (5.0%) of the funds requested by Grantee for reimbursement of Eligible Costs. Each project in this Grant Agreement will be eligible to release its respective retention when that project is completed and Grantee has met requirements of Paragraph 15, "Submissions of Reports", except in the case of the last project to be completed under this Grant Agreement, in which case retention for such project will not be disbursed until the "Final Report" is submitted to and approved by State. State shall disburse retained funds to the Grantee.
- D.36) RIGHTS IN DATA:** Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act., Government Code §6250 et seq. Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to State for financial support. Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.37) SEVERABILITY:** Should any portion of this Grant Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant Agreement shall continue as modified.
- D.38) STATE REVIEWS:** The parties agree that review or approval of project applications, documents, permits, plans, and specifications or other project information by the State is for administrative purposes only and does not relieve the Grantee of their responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the project.
- D.39) SUSPENSION OF PAYMENTS:** This Grant Agreement may be subject to suspension of payments or termination, or both, and Grantee may be subject to debarment if the State determines that:
- a) Grantee, its contractors, or subcontractors have made a false certification, or
 - b) Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant Agreement.
- D.40) SUCCESSORS AND ASSIGNS:** This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.41) TERMINATION BY GRANTEE:** Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing

so, Grantee must provide a reason(s) for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date.

- D.42) TERMINATION FOR CAUSE:** Subject to the right to cure under Paragraph 9, the State may terminate this Grant Agreement and be relieved of any payments should Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 10.
- D.43) TERMINATION WITHOUT CAUSE:** The State may terminate this Grant Agreement without cause on 30 calendar days advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.44) THIRD PARTY BENEFICIARIES:** The parties to this Grant Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.45) TIMELINESS:** Time is of the essence in this Grant Agreement.
- D.46) TRAVEL:** Travel includes the reasonable and necessary costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Agreement. Travel and per diem expenses to be reimbursed under this Agreement shall be at the same rates the State provides for unrepresented employees in accordance with the provisions of Title 2, Chapter 3, of the California Code of Regulations and shall be reimbursed consistent with the rates current at the time of travel. These rates are published at: <http://www.calhr.ca.gov/employees/Pages/travel-meals.aspx>, or its successor website. For the purpose of computing such expenses, Grantee's designated headquarters shall be: 11615 Sterling Avenue, Riverside, CA 92503. No travel outside the Santa Ana Funding Area shall be reimbursed unless prior written authorization is obtained from the State's Project Manager.
- D.47) VENUE:** The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.48) WAIVER OF RIGHTS:** None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.
- D.49) WORKERS' COMPENSATION:** Grantee affirms that it is aware of the provisions of §3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Grant Agreement and will make its contractors and subcontractors aware of this provision.

EXHIBIT E
AUTHORIZING RESOLUTION

RESOLUTION NO. 2017.9

**A RESOLUTION OF THE COMMISSIONERS OF THE SANTA ANA WATERSHED
PROJECT AUTHORITY AUTHORIZING THE GENERAL MANAGER, OR
DESIGNEE, TO EXECUTE A GRANT AGREEMENT AND SUB-AGREEMENTS FOR
THE DISADVANTAGED COMMUNITY INVOLVEMENT PROGRAM INTEGRATED
REGIONAL WATER MANAGEMENT PLANNING GRANT WITH THE STATE OF
CALIFORNIA, DEPARTMENT OF WATER RESOURCES**

WHEREAS, the Santa Ana Watershed Project Authority is the accepted Regional Water Management Group within the Santa Ana Funding Area of the California Integrated Regional Water Management Program;

WHEREAS, the One Water One Watershed 2.0 Plan has a goal to accomplish effective, equitable and collaborative integrated water management, with the objective of engaging with disadvantaged communities to eliminate environmental injustices;

WHEREAS, the Disadvantaged Communities Involvement Program will 1) explore the strengths and needs of overburdened communities in the watershed, 2) will through engagement and education uncover and share the needs and capacities within water agencies and communities, and 3) will assure integrated water management projects that are supported by communities are made ready for implementation and prioritized in the OWOW Plan Update 2018;

NOW, THEREFORE, BE IT RESOLVED that the Commission of the Santa Ana Watershed Project Authority, pursuant to Section 22050 of the California Public Contract Code, hereby resolves that:

The General Manager, or Designee, is authorized to execute a grant agreement with the State of California, Department of Water Resources, and associated sub-agreements, to accept and conduct the work of a Disadvantaged Community Involvement Program Grant pursuant to the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Water Code Section 79700 *et seq.*)

ADOPTED THIS 16th day of May, 2017.

SANTA ANA WATERSHED PROJECT AUTHORITY

By:


Susan Lien Longville, Chair

Attest:

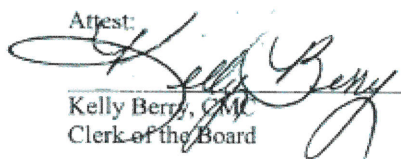

Kelly Berry, CMC
Clerk of the Board

EXHIBIT F**REPORT FORMATS AND REQUIREMENTS**

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

PROGRESS REPORTS

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information. For each project, discuss the following at the task level, as organized in Exhibit A (Work Plan):

- Estimate of percent work complete.
- Milestones or deliverables completed during the reporting period.
- Discussion of work accomplished during the reporting period and submission of deliverables per Exhibit A.
- Scheduling concerns and issues encountered that may delay completion of the task.
- Work anticipated for the next reporting period.
- Updated schedule or budget inclusive of any changes that have occurred.

FINAL REPORT

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

Executive Summary

The Executive Summary consists of a maximum of twenty (20) pages summarizing information for the grant as well as the individual projects.

Stakeholder Summary

- General description of water management needs of DACs, Economically Distressed Areas (EDAs), and underrepresented communities at the Funding Area learned from the activities performed in this program
- General summary of DACs, EDAs, and underrepresented communities involved in IRWM efforts through this Program
- Map(s) identifying all DACs, EDAs, and underrepresented communities with IRWM regions learned from the activities performed in this program

Involvement Activity Summary

- General description of involvement activities performed in this Program, including both successful and unsuccessful involvement activities
- Identification of projects developed from the DAC involvement activities, if applicable

Findings

- Needs Assessment
 - Narrative summary of community characteristics identified and specific community water management needs and resources (technical, managerial, and financial) to address the needs of DACs, EDAs, and underrepresented communities
 - Needs Assessment template table filled in (at the community level)
- Identification of ongoing barriers for DAC involvement in IRWM efforts

- Recommendations for water managers on future DAC involvement activities in IRWM efforts

Looking into the Future

- Next steps for the IRWM regions to continue DAC involvement efforts

References

EXHIBIT G
REQUIREMENTS FOR STATEWIDE MONITORING AND DATA SUBMITTAL

Surface and Groundwater Quality Data

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

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

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program. Information on the GAMA Program can be obtained at: http://www.waterboards.ca.gov/gama/geotracker_gama.shtml. If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program.

Groundwater Level Data

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

EXHIBIT H**STATE AUDIT DOCUMENT REQUIREMENTS GUIDELINES FOR GRANTEES****State Audit Document Requirements**

The list below details the documents/records that State Auditors typically reviewed in the event of a Grant Agreement being audited. Grantees should ensure that such records are maintained for each State funded Program/Project. Where applicable, this list of documents also includes documents relating to the Grantee's funding match which will be required for audit purposes.

Internal Controls:

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

State Funding:

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

Contracts:

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

Invoices:

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

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips or bank statements showing deposit of the payments received from the State.

3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the Grant Agreement.

Accounting Records:

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

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Grantee staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Grantee's

Project Files:

1. All supporting documentation maintained in the Program/Project files.
2. All Grant Agreement related correspondence.

Memorandum

Date: March 7, 2017

To: Arthur Hinojosa, Chief
Division of Integrated Regional Water Management

Tracie L. Billington, P.E. Chief *TB 3/7/17*
Financial Assistance Branch

From: Division of Integrated Regional Water Management
~~Department of Water Resources~~

Subject: Approval of Disadvantaged Community (DAC) Involvement Grant Award for the Santa Ana Funding Area

This memorandum requests your approval to award \$6.3 million in Proposition 1 DAC Involvement grant funding to the Santa Ana Watershed Project Authority (SAWPA) for the Santa Ana Funding Area proposal titled *Disadvantaged Communities Involvement Program*.

Proposition 1, the Water Quality Supply, and Infrastructure Improvement Act of 2014, was passed by California voters on November 4, 2014, and authorized the Legislature to appropriate \$510 million for IRWM, of which not less than 10 percent (\$51 million) was allocated for the purposes of ensuring the involvement of DACs, economically distressed areas, and underrepresented communities (collectively referred to as DACs) in IRWM planning efforts.

On August 1, 2016, the Department of Water Resources (DWR) issued the final Proposition 1 IRWM Grant Program Guidelines (Guidelines) and DAC Involvement Request for Proposals (RFP). The Guidelines present the general processes that are used by DWR to administer the Grant Program. The RFP contains solicitation-specific information for awarding the \$51 million, including delegation of the grant approval authority from the Director to the Chief of the Division of IRWM. For this solicitation, DWR requires a single Funding Area-wide proposal from each of the 12 Proposition 1 Funding Areas. DWR is accepting proposals on an ongoing basis with the goal of awarding all DAC Involvement funds by summer 2017.

On November 10, 2016, DWR received the DAC Involvement proposal from SAWPA on the behalf of the Santa Ana Funding Area. DWR reviewed the proposal based on the criteria published in the RFP, and returned comments back to SAWPA on December 22, 2016. Comments included a request for the following information:

- 1) A letter of support for the proposal from the Santa Ana Regional Water Management Group
- 2) Additional detail and evidence of the known DAC water management needs
- 3) A discussion on the barriers encountered when attempting to involve DACs in past activities

- 4) Additional discussion regarding the criteria that will be developed, as part of the Technical Assistance for Community Needs task, to evaluate DAC projects, plans, and programs
- 5) Completion of a funding area wide final assessment report
- 6) Examples to demonstrate the team's ability to successfully and timely complete the proposed activities
- 7) A basis for the cost estimate of proposed activities

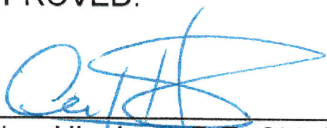
SAWPA revised the proposal and submitted an amended proposal to DWR on January 25, 2017, in which most of the information was provided. On February 9, 2017, DWR received a complete basis of cost estimate which completed the amended proposal. The revised proposed addresses DWR comments and therefore, staff recommend the award of grant funds. Attachment 1 presents a brief proposal summary and list of the activities that were included in the final proposal.

Following your approval of the award, DWR will send a commitment letter to the grant recipient formally notifying the proposal approval, the grant amount, and conditions that must be met prior to the execution of the grant agreement.

Listed below is the relevant fiscal information:

Grantee	Grant Amount	Fund	Fund Center	General Ledger No.
Santa Ana Watershed Project Authority	\$3,150,000	6083L92016	3860102906006900	9066170101
	\$3,150,000	6083L92017	3860102906008000	

APPROVED:



Arthur Hinojosa, P.E. Chief
Division of Integrated Regional Water
Management

Date 3-7-17

Attachment 1: Proposal Summary

Attachment 1 Proposal Summary

Proposition 1 Disadvantaged Community Involvement Grant Program

Funding Area: Santa Ana

Applicant: Santa Ana Watershed Project Authority (SAWPA)

Grant Amount: \$6.3 million

Proposal Title: Disadvantaged Communities Involvement Program

Proposal Summary: By geographic area, 28 percent of the Santa Ana River watershed is considered as a Disadvantaged Community (DAC). The Santa Ana River watershed also includes a small area of sovereign tribal land (0.5 percent of the geographic area), some of which qualifies as a DAC. The SAWPA's One Water One Watershed (OWOW) planning efforts (i.e., their IRWM Plan) has identified general water management needs, as well as specific needs in some individual communities. DACs in the watershed cannot afford to invest in the infrastructure or maintenance necessary to meet or sustain their water needs; this is highlighted in the OWOW 2.0 Plan as the largest challenge. Other water management needs in the watershed include climate impacts on water supplies, legacy groundwater and local stormwater pollution, increased water demand through growth, and inadequate or limited understanding between water managers and community members.

The Santa Ana Funding Area DAC Involvement Proposal includes exploring the strengths and needs of DAC communities in the watershed, through engagement and education, uncover and share the needs and capacities within the water agencies and communities, and assure integrated water management projects that are supported by communities are made ready for implementation and prioritized in the OWOW Plan Update 2018.

Task Description	Amount Requested
Strengths & Needs Assessment	
<ul style="list-style-type: none"> • DACI Technical Advisory Committee (TAC): The TAC will include a representative from each of the program partners and the DAC and Tribal Pillar Chair, and will recruit other members from DACs in the watershed. This group will meet regularly to advise the DACI program efforts, and will assist developing community connections. 	\$143,202
<ul style="list-style-type: none"> • Disadvantaged Community/Tribal Pillar: SAWPA will assist the Pillar (one of the OWOW topic-based coordination efforts) to convene for workshops approximately five times per year. These workshops will provide opportunities to learn and consider relevant topics, including issues of homelessness. The Pillar, through conversation and deliberation, will develop the OWOW Plan Update 2018 chapter about DACs. 	\$56,893
<ul style="list-style-type: none"> • Engage Local Elected Leaders: The Local Government Commission (LGC) will lead efforts to interview and/or survey local elected leaders who serve DACs. 	\$73,035
<ul style="list-style-type: none"> • Engage Mutual Water Companies: The California Rural Water Association (CRWA) will engage with mutual water companies throughout the watershed to learn about the strengths and needs of these organizations. 	\$64,884
<ul style="list-style-type: none"> • Engage Water Agencies: SAWPA staff will engage with water agencies throughout the watershed to gather and summarize the understanding of strengths and needs of DACs within their water service areas. 	\$53,474
<ul style="list-style-type: none"> • Community Listening Workshops: The California State University Disadvantaged Community Center (CSU DACC) will conduct community workshops throughout the watershed, during which community members will share their understanding of the water-related strengths and needs of their community. 	\$96,843
<ul style="list-style-type: none"> • Community Water Ethnography of the Santa Ana River Watershed: CSU DACC will lead the writing of the Community Water Ethnography of the Santa Ana River Watershed, a report about social, cultural and water-related strengths and needs of the DACs in the watershed. 	\$230,603
<ul style="list-style-type: none"> • Homelessness & Water Convening: SAWPA staff and program partners will convene a one-day event to reveal synergies and develop new partnerships between those seeking to manage homelessness in the watershed and those engaged with water management. 	\$65,588
Engagement/Education	

Task Description	Amount Requested
<ul style="list-style-type: none"> Tribal Consultation: Building upon past consultation efforts, the Disadvantaged Community/Tribal Pillar Chair, in partnership with SAWPA staff, CRWA and CSU DACC will confer with the sovereign tribal communities within the Santa Ana Watershed and the adjacent areas not served by a Regional Water Management Group. 	\$200,276
<ul style="list-style-type: none"> Value of Water/Tap Water Trust: This activity will seek to share the value and safety of tap water within the communities of the watershed. There are negative economic and health outcomes from reliance on bottled water that for the Santa Ana watershed can be overcome with a respectful, multi-lingual, and compassionate outreach campaign. 	\$116,580
<ul style="list-style-type: none"> Translation Services: SAWPA will contract for translation services to produce an on-call list of in-person meeting and written material translation consultants. 	\$171,833
<ul style="list-style-type: none"> Engagement Best Practices Publications: The Water Education Foundation (WEF) will research and produce a printed publication that will take a broad look at the engagement of DACs with water management, with case studies from around the state, including the SAWPA region. 	\$118,617
<ul style="list-style-type: none"> State of the Santa Ana Watershed Conferences: WEF, in partnership with SAWPA, will develop and host two conferences. Both events will in-part focus on the water management needs of communities, and the transition to implementation phases, respectively. The funding will support the DAC related aspects of the conferences. 	\$123,075
<ul style="list-style-type: none"> Community Water Education: The CSU DACC will design and host nine DAC water education events, distributed appropriately to serve local DACs throughout the watershed. These events will provide learning opportunities for DAC members on how to engage with the water management process in the watershed. 	\$107,481
<ul style="list-style-type: none"> Water Agency Community Engagement Training: Using information garnered during the Strengths & Needs Assessment, the CSU DACC will partner with SAWPA to provide nine DAC oriented trainings to water agencies staff in the watershed. This training will include engagement skills and specific knowledge about DACs served by the participating water agencies. 	\$156,204
<ul style="list-style-type: none"> Local Elected Leader Training: LGC will develop and execute nine DAC oriented trainings for local elected leaders and their staff in the watershed. These training sessions will relay the findings of the Strengths & Needs Assessment program element, basic information on water management topics, and best practices for helping the DACs they serve, interact with water planning. 	\$233,035
<ul style="list-style-type: none"> Community Engagement Interns Program: This program will support water-related DAC engagement internships for students from the CSU, University of California, and community college campuses of the watershed. The program, administered by the CSU DACC, will seek applications from public agencies and environmental or social justice non-governmental organizations for the services of pairs of interns to assist with community engagement or public affairs work related to DACs. 	\$644,091
Project Development	
<ul style="list-style-type: none"> Technical Assistance (TA) for Community needs: During engagement efforts the program team will learn of projects, plans and programs. Following evaluation of these projects, plans and programs, an appropriate set will receive TA for project engineering services, curriculum development, translation services, and program support. The evaluation of the projects, plans, and programs will follow a set of evaluation criteria to be developed by the DACI TAC. This effort may also link to the State Water Resources Control Board's Technical Assistance Program, via the CSU DACC and CRWA which are both statewide TA providers. 	\$3,087,588
<ul style="list-style-type: none"> OWOW Plan Update 2018: The DAC Involvement program information (or results) will be incorporated in the OWOW Plan. This will include an update to Subchapter 5.11 DAC/Tribal Communities and a general update throughout in reference to DAC engagement best practices, maps, and other related materials. This will be a complementary effort to the actions funded the related Proposition 1 IRWM Planning Grant. 	\$130,699

Task Description	Amount Requested
<ul style="list-style-type: none"> • CivicSpark Water Fellows: SAWPA will host two CivicSpark Water Action Fellows each of the three years of the program. The Fellows will support program implementation at SAWPA, completing components of each of the Program Elements. Among their duties, the Fellows will support the CSU interns with in-service training, mentorship, coordination, and cohort-building. 	\$111,000
Contract Administration	\$315,000
Total:	\$6,300,000