

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 3.4
(ID # 17172)**

MEETING DATE:
Tuesday, October 19, 2021

FROM : EXECUTIVE OFFICE:

SUBJECT: EXECUTIVE OFFICE: Agency Reimbursement Agreement Between Salton Sea Authority and The County of Riverside; CEQA Exempt. District 4 [\$19,250,000 -State Reimbursement 100%}

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the Project is Exempt from the California Environmental Quality Act (CEQA), pursuant to State CEQA Guidelines section 15061(b)(3)(Common Sense Exemption), based on the findings and conclusions in the attached Notice of Exemption;
2. Approve the attached Agency Reimbursement Agreement by and between the Salton Sea Authority (SSA) and the County of Riverside, for the Salton Sea North Lake Pilot Demonstration Project; and,
3. Authorize the Chair of the Board of Supervisors to execute the attached Agreement on behalf of the County.

ACTION:Policy

Juan C. Perez, Chief Operating Officer 10/13/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Hewitt and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: October 19, 2021
xc: EO

Kecia R. Harper
Clerk of the Board
By:
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS:			Budget Adjustment: No	
			For Fiscal Year: 21/22	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

As part of the FY 20/21 approved State budget, a funding allocation of \$19,250,000 was included for the Salton Sea North Lake Pilot Demonstration Project, allocated to the Salton Sea Authority (SSA) as the local lead agency for the Salton Sea restoration efforts. The intent of this funding is to provide for the design and construction of an initial pilot demonstration project at a smaller scale that would help inform on the best project delivery methods, applying lessons learned along the way to future scalable projects at other locations along the Salton Sea. The Department of Water Resources (DWR) has been designated to lead the Salton Sea restoration efforts for projects on behalf of the State. The "Salton Sea North Lake Pilot Demonstration Project" is the first phase component of the larger North Lake Project.

On April 26, 2021, the SSA entered into a Grant Agreement with the State of California (DWR) for the construction of the North Lake Demonstration Pilot Project, located within the County of Riverside. The Project would consist of an approximately 156-acre lake with both shallow and deep-water fish and bird habitat and would also incorporate recreational uses.

Under the terms of this agreement, the County will essentially serve as a subcontractor to the Salton Sea Authority, applying the expertise and capital project delivery methods of County staff for the delivery of this project. This agreement provides a reimbursement framework for the County from the SSA, in consultation with the DWR, for the costs of delivering the project.

Impact on Residents and Businesses

The Project supports the revitalization of the north end of the Salton Sea. It consists of approximately 156-acre lake with both shallow and deep-water fish and bird habitat and would also incorporate recreational uses.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

Attachments:

**Salton Sea Authority Reimbursement Agreement
Salton Sea Agreement NOE**



Gregory V. Priamos, Director County Counsel 10/13/2021

NOTICE OF EXEMPTION

COPY
to be filed by EO staff

September 21, 2021

Project Name: County of Riverside, Salton Sea Reimbursement Agreement for the potential Salton Sea North Lake Demonstration Project.

Project Location: County of Riverside, Northerly Section of the Salton Sea.

Description of Project: This is a reimbursement agreement drafted between the County of Riverside, a political subdivision of the State of California (County) and the Salton Sea Authority, a California joint powers authority (SSA). While the agreement would ultimately become part of a potential project on the Salton Sea, it currently is only a reimbursement agreement if, and when, any actual specific project is proposed on the northerly portion of the Salton Sea. The agreement itself would not specifically lead to any development and does not limit the future CEQA lead agency from implementing any alternatives, design features, or mitigation measures. The agreement merely sets the conditions for repayment of any potential future monies spent on the part of the County from the SSA, through a separate funding agreement that was created between the SSA and the California Department of Water Resources.

Name of Public Agency Approving Project: County of Riverside, Executive Office

Name of Person or Agency Carrying Out Project: County of Riverside, Executive Office

Exempt Status: State CEQA Guidelines, Section 15061 (b)(3) - "Common Sense" Exemption.

Reasons Why Project is Exempt: The project is exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not cause any impacts to scenic resources, historic resources, or unique sensitive environments. Further, no unusual circumstances or potential cumulative impacts would occur that may reasonably create an environmental impact. The project only approves the funding agreement between the SSA and the County, in order to create a vehicle for reimbursement of future monies spent by the County as it relates to any Salton Sea projects on the northern portion of the lake. It does not approve any specific development and does not limit any design, mitigation, conditions, or alternatives – including the determination to not approve a specific development. Any meaningful evaluation of potential environmental impacts would be wholly speculative at this time and would not provide any meaningful public review or analysis. The agreement does not commit Riverside County to any development, does not approve any development, and does not specifically lead to any environmental impacts prior to full public review by the appropriate lead agency. Therefore, no environmental impacts related to this agreement are anticipated to occur.

- Section 15061 (b)(3) – "Common Sense" Exemption. In accordance with CEQA, the use of the Common Sense Exemption is based on the "general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment." State CEQA Guidelines, Section 15061(b)(3). The use of this exemption is appropriate if "it can

be seen with certainty that that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid.* This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *Muzzy Ranch Co. v Solano County Airport Land Use Comm’n* (2007) 41 Cal.4th 372.

Based upon the entire record, the agreement between the County and the SSA does not have the potential for causing a significant effect on the environment. The agreement will not lead to any specific development at this time, change in use, or other factors that would create a direct or indirect reasonably foreseeable physical impact on the environment. The agreement merely creates a pathway for future reimbursement from the SSA should the County choose to help build any projects on the northerly portion of the Salton Sea. Any environmental analysis related to such future project development would be speculative and would not lead to any meaningful public review. Before, and if, any development occurs on the Salton Sea, all environmental issues will be analyzed by the appropriate lead agency at the appropriate time. The approval of the agreement will not restrict the lead agency to any future designs, mitigation, conditions, or alternatives – including the no project alternative. As such, the approval of the agreement itself will not result in any physical environmental impacts under CEQA.

Based upon the identified exemption above, the County of Riverside, Executive Office hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed: 

Date: 9-21-21

Douglas Ordonez Jr, Management Analyst
County of Riverside, Executive Office

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010

Post Office Box 1147, Riverside, Ca 92502-1147

Thank you.

AGENCY REIMBURSEMENT AGREEMENT

BY AND BETWEEN SALTON SEA AUTHORITY AND THE COUNTY OF RIVERSIDE

SALTON SEA NORTH LAKE PILOT DEMONSTRATION PROJECT

IN THE COUNTY OF RIVERSIDE

This Agency Reimbursement Agreement ("AGREEMENT") is entered into by and between the County of Riverside, a political subdivision of the State of California, ("COUNTY" or "AGENCY") and the Salton Sea Authority, a California joint powers authority ("SSA"). COUNTY and SSA are sometimes hereinafter referred to individually as "PARTY" and collectively as "PARTIES". This made with reference to the following background facts and circumstances:

RECITALS

- A. The "Salton Sea North Lake Pilot Demonstration Project", is the first phase component of the larger North Lake Project. This demonstration Project will be the first phase of a project in the Whitewater Area identified in the Salton Sea Management Program: Phase 1 10-Year Plan; and
- B. Senate Bill 839 authorized the State of California Department of Water Resources ("DWR") to lead the Salton Sea restoration efforts for projects at the Salton Sea; and
- C. Proposition No. 68 Chapter 8 Section 80110 (a) allocated 30 million dollars (\$30,000,000) to the Salton Sea Authority capital outlay projects that provide air quality and habitat benefits and that implement the California Natural Resources Agency's Salton Sea Management Program. Of this amount, not less than 10 million dollars (\$10,000,000) shall be allocated to the New River, Water Quality, Parkway Development Program; and
- D. On April 26, 2021, the SSA entered into a Grant Agreement with the State of California (DWR), Agreement No. 4600013991, Proposition 68 Local Assistance Grant ("GRANT AGREEMENT") (attached hereto as Exhibit 1) in the amount of 19.25 Million dollars (\$19,250,000) for the construction of the North Lake Demonstration Pilot Project (herein identified as the "Project") at the north end of the Salton Sea, located within the County of

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1 Riverside. The Project would consist of an approximately 156-acre lake with both shallow
2 and deep-water fish and bird habitat and would also incorporate recreational uses; and

3 E. The Grant Agreement includes the following exhibits, among others:

- 4 1. Exhibit A – Work Plan, which describes a series of tasks and deliverables
- 5 2. Exhibit B – Budget, for each budget category, which includes multiple tasks
- 6 3. Exhibit C – Schedule, including start and end dates for the various tasks
- 7 4. Exhibit D – Standard Conditions
- 8 5. Exhibit F – Report Formats and Requirements
- 9 6. Exhibit G – Requirements for Statewide Monitoring and Data Submittal
- 10 7. Exhibit H – State Audit Document Requirements for Grantees
- 11 8. Exhibit I – Monitoring and Maintenance Plan Components
- 12 9. Exhibit J – Project Preliminary Alternative Locations

13 F. The Work Plan (Exhibit A to GRANT AGREEMENT) designates the SSA as “Grantee” and
14 the County of Riverside as the “Implementing Agency.” Some of the tasks under the work
15 plan are allocated to either “Grantee” or “Implementing Agency”. Other tasks are not
16 specifically allocated to either. The purpose of this AGREEMENT is to provide a framework
17 for SSA and the COUNTY in consultation with the DWR, to develop specific Task Orders
18 that will more clearly define responsibilities of the COUNTY in implementing the Work
19 Plan, including tasks, budgets, schedules, and deliverables. Task Orders issued by the SSA,
20 and countersigned by the COUNTY, will be considered amendments to this AGREEMENT,
21 and will incorporate the terms of this AGREEMENT and the GRANT AGREEMENT.

22 TERMS

23 NOW, THEREFORE, in consideration of the mutual promises contained herein, the PARTIES
24 hereto agree as follows:

- 25 1. The program embodied in this AGREEMENT for the reimbursement of funds by SSA shall
26 apply only to the Salton Sea North Lake Pilot Demonstration Project.

- 1 2. The Project is generally described as, and consists of, the following: the Project is the first
2 phase of a project in the Whitewater Area identified in the Salton Sea Management Program:
3 Phase 1 10-Year Plan, consisting generally of an approximately 156-acre lake with both
4 shallow and deep-water fish and bird habitat that would also incorporate recreational uses.
- 5 3. The scope of work of the Project is more particularly described in Exhibit "A" of the GRANT
6 AGREEMENT (i.e. the Work Plan), attached hereto as part of the GRANT AGREEMENT
7 and made a part hereof by this reference. The cost estimate for the Project is more
8 particularly described in Exhibit "B" of the GRANT AGREEMENT, also attached hereto as
9 part of the GRANT AGREEMENT. Each Task Order issued under the AGREEMENT shall
10 include a budget intended to allow AGENCY to recover an amount representing the amount
11 of time its employed staff will work on the Project, as well as, the amount AGENCY shall
12 pay to outside contractors in connection with the Project.
- 13 4. AGENCY shall be responsible for initial payment of all covered costs under the Task Orders
14 as they are incurred. Following payment of such costs, AGENCY shall submit invoices and
15 other documentation to SSA requesting reimbursement of one hundred percent (100%) of
16 those eligible costs associated with the Task Orders, in a manner consistent with the
17 requirements of the GRANT AGREEMENT and this AGREEMENT. Each invoice shall be
18 accompanied by detailed contractor invoices, or other demands for payment addressed to
19 AGENCY, and documents evidencing AGENCY's payment of the invoices or demands for
20 payment.
- 21 5. Pursuant to Section 16 of the GRANT AGREEMENT, prior to issuance of a construction
22 contract, COUNTY and SSA will ensure that satisfactory arrangements have been made to
23 fund costs of post-construction operation, maintenance, and monitoring and to amend this
24 AGREEMENT to identify funding advances or other suitable financing arrangements for
25 the construction contract and post-construction obligations.
- 26 6. Upon receipt of an invoice and any required accompanying documentation from AGENCY,
27 SSA may request additional documentation or explanation of the Project costs. Undisputed
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1 reimbursement amounts shall be paid by SSA to AGENCY within thirty (30) days of receipt
2 of corresponding funds from the DWR. AGENCY acknowledges that DWR will withhold
3 10% of the funds requested for reimbursement of the eligible project costs until the overall
4 project is completed pursuant to Section D.36) of Exhibit D, "Standard Conditions" of the
5 GRANT AGREEMENT.

6 7. The SSA and AGENCY agree to work together in good faith to clarify and/or rectify any
7 disputed invoices or reimbursements in a timely manner.

8 8. Prior to any final payment to AGENCY by SSA, a final report shall be submitted to SSA by
9 AGENCY containing a record of all payments made for said Project and the source of funds
10 of all such payments, together with a record of all change orders, cost over-runs, and other
11 expenses incurred. Final payment will thereafter be paid by SSA in accordance with its
12 rules, regulations and policies concerning project cost determination and expense eligibility.

13 9. The PARTIES agree, that should unforeseen circumstances arise, which result in new work
14 performed, not covered under individual Task Orders, an increase of any costs over those
15 shown in the Task Order or other changes in the Scope of Work are proposed, SSA will, in
16 good faith, consider an amendment to the Task Order, or, if necessary, this AGREEMENT,
17 to provide for further appropriate reimbursement, if the proposed amendment is in
18 accordance with the policies, procedures, and cost determination/expense eligibility criteria
19 adopted by SSA. Non-substantive changes may be made to this AGREEMENT or Task
20 Orders subject to COUNTY and SSA concurrent legal counsel approval.

21 10. AGENCY shall maintain an accounting of all funds received from DWR through the SSA,
22 in a manner consistent with Exhibit H (State Audit Document Requirements for Grantees)
23 of the GRANT AGREEMENT and any additional requirements specified pursuant to this
24 AGREEMENT, in accordance with generally accepted accounting principles. AGENCY
25 agrees to keep all Project contracts and records for a period of not less than three years from
26 the date a Notice of Completion is filed with the Riverside County Recorder's office, by the
27 AGENCY on such Project; or, if the Project is not one as to which a Notice of Completion
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1 would normally be recorded, for three years from the date of completion. AGENCY shall
2 permit SSA, at any reasonable time, upon reasonable notice, to inspect any records
3 maintained in connection with the Project. SSA shall have no duty to make any such
4 inspection and shall not incur any liability or obligation by reason of making or not making
5 any such inspection.

6 11. No waiver of any Event of Default or breach by one PARTY hereunder shall be implied
7 from any omission by the other PARTY to take action on account of such default, and no
8 express waiver shall affect any default other than the default specified in the waiver and the
9 waiver shall be operative only for the time and to the extent therein stated. Waivers of any
10 covenant, term, or condition contained herein shall not be construed as a waiver of any
11 subsequent breach of the same covenant, term, or condition. The consent or approval by one
12 PARTY to or of any act by the other PARTY shall not be deemed to waive or render
13 unnecessary the consent or approval to or of any subsequent or similar act.

14 12. This AGREEMENT is made and entered into for the sole protection and benefit of SSA and
15 AGENCY and no third person shall have any right of action under this AGREEMENT.

16 13. AGENCY agrees to include in its contract specifications and bid documents all applicable
17 requirements of the GRANT AGREEMENT and this AGREEMENT, as well as a
18 requirement that all prime contractors shall name SSA and its member agencies as
19 "Additional Insureds" on all liability insurance coverage required by AGENCY on each
20 contract. AGENCY will provide a copy of the Insurance Certificate to SSA, depicting SSA
21 and its member agencies as "Additional Insureds," within 30 days of signing a contract with
22 the prime contractor.

23 14. Any dispute concerning a question of fact arising under this AGREEMENT that is not
24 resolved by voluntary negotiations between the PARTIES, shall be elevated to the
25 management level of the PARTIES to attempt to resolve. However, no action in accordance
26 with this Section shall in any way limit either PARTY's rights or remedies through actions
27 in a court of law with appropriate jurisdiction. Neither the pendency of dispute nor its
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1 consideration by SSA will excuse AGENCY from full and timely performance in accordance
2 with the terms of this AGREEMENT.

3 15. AGENCY warrants that all aspects of the Project shall be undertaken in compliance with the
4 GRANT AGREEMENT and this AGREEMENT and all applicable local, state and federal
5 rules, regulations and laws. AGENCY will execute and deliver to SSA such further
6 documents and do other acts as SSA may reasonably request in order to comply fully with
7 all applicable requirements and to effect fully the purposes of this AGREEMENT.

8 16. This AGREEMENT may not be assigned without the express written consent of SSA first
9 being obtained.

10 17. No officer, or employee, or member of SSA or the AGENCY shall be personally liable to
11 either PARTY, or any successor in interest, in the event of any default or breach by either
12 PARTY or for any amount which may become due to AGENCY or to its successor, or for
13 the breach of any obligation of the terms of this AGREEMENT by either PARTY.”

14 18. Notwithstanding any other provision herein, SSA shall not be liable for payment or
15 reimbursement of any sums for which SSA has not first obtained the necessary and
16 appropriate funding from DWR or another source of funds obtained by SSA for this Project,
17 unless agreed to separately by both PARTIES. Moreover, there is no inherent requirement
18 or responsibility on the part of the AGENCY to perform any specific task, work, or activities
19 beyond what is specifically agreed to on an ongoing basis between the PARTIES.

20 19. No officer or employee of SSA or AGENCY shall have any personal interest, direct or
21 indirect, in this AGREEMENT; nor shall any such officer or employee participate in any
22 decision relating to this AGREEMENT which effects his or her personal interest or the
23 interest of any corporation, partnership or association in which she or he is, directly or
24 indirectly, interested, in violation of any State, federal or local law.

25 20. All notices, demands, invoices, and other communications required or permitted hereunder
26 shall be in writing and delivered, either by mail or electronically, to the following addresses
27 or such other addresses as the PARTIES may designate:
28

1 SALTON SEA AUTHORITY

COUNTY OF RIVERSIDE

2 82995 CA-111 #200

4080 Lemon Street, 4th Floor

3 Indio, CA 92201

Riverside, CA 92501

4 Attn: G. Patrick O'Dowd

Attn: Douglas Ordonez

5 Notices sent in accordance with this paragraph shall be deemed delivered upon the next
6 business day following the: (i) date of delivery as indicated on the written confirmation of
7 delivery (if sent by overnight courier service); (ii) the date of actual receipt (if personally
8 delivered by other means); (iii) date of transmission (if sent by telecopier or facsimile
9 machine); or (iv) the date of delivery as indicated on the return receipt if sent by certified or
10 registered mail, return receipt requested. Notice of change of address shall be given by
11 written notice in the manner detailed in this paragraph.

12 21. If any provision in this AGREEMENT is held by a court of competent jurisdiction to be
13 invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full
14 force without being impaired or invalidated in any way.

15 22. This AGREEMENT is to be construed in accordance with the laws of the State of California.

16 23. The PARTIES hereto shall not assign this AGREEMENT without the written consent of the
17 other PARTIES.

18 24. Any action at law or in equity brought by any of the PARTIES hereto for the purpose of
19 enforcing a right or rights provided by this AGREEMENT shall be tried in a court of
20 competent jurisdiction in the County of Riverside, State of California, and the PARTIES
21 hereto waive all provisions of law providing for a change of venue in such proceedings to
22 any other county.

23 25. This AGREEMENT is the result of negotiations between the PARTIES hereto, and the
24 advice and assistance of their respective counsel. The fact that this AGREEMENT was
25 prepared as a matter of convenience by either PARTY shall have no import or significance.
26 Any uncertainty or ambiguity in this AGREEMENT shall not be construed against the
27 PARTY that prepared it in its final form.
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1 26. Any waiver by either PARTY or any breach by any other PARTY of any provision of this
2 AGREEMENT shall not be construed to be a waiver of any subsequent or other breach of
3 the same or any other provision hereof. Failure on the part of either PARTY to require from
4 any other PARTY exact, full and complete compliance with any of the provisions of this
5 AGREEMENT shall not be construed as in any manner changing the terms hereof, or
6 estopping the PARTIES from enforcing this AGREEMENT.

7 This AGREEMENT is intended by the PARTIES as a final recognition of their
8 understanding with respect to the subject matter hereof and as a complete and exclusive
9 statement of the terms and conditions thereof and supersedes any and all prior and
10 contemporaneous agreements and understandings, oral and written, in connection therewith.
11 This AGREEMENT may be changed or modified only upon the written consent of the
12 PARTIES hereto.

13 27. The SSA shall indemnify and hold harmless the AGENCY, and its directors, officers, and
14 employees from and against all liabilities, including, without limitation, all claims, losses,
15 damages, penalties, fines and judgments, associated investigation and administrative
16 expenses, and defense costs, including, but not limited to, reasonable attorneys' fees, court
17 costs and costs of alternative dispute resolution that arise from any occurrence within any
18 portion of the Project that arises out of, pertains to, or relates to the SSA's failure to perform
19 the activities necessary to complete the Project and to comply with the terms and conditions
20 as is required in this AGREEMENT (collectively, "Claims"). Notwithstanding anything
21 else herein, the SSA shall fully indemnify, defend and hold the AGENCY harmless from
22 any liability imposed for any injury or damage occurring by reason of anything done or
23 omitted to be done by the SSA under or in connection with any obligation delegated to the
24 SSA under this AGREEMENT.

25 The AGENCY shall indemnify and hold harmless the SSA, and its directors, officers, and
26 employees from and against all Claims that arise from any occurrence within any portion of
27 the Project that is within the jurisdiction and control of the AGENCY and that do not arise
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1 out of, pertain to, or relate to the SSA's failure to perform the activities necessary to complete
2 the Project and to comply with the terms and conditions as is required in this AGREEMENT.
3 Notwithstanding anything else herein, the AGENCY shall fully indemnify, defend and hold
4 the SSA harmless from any liability imposed for any injury or damage occurring by reason
5 of anything done or omitted to be done by the AGENCY under or in connection with any
6 obligation delegated to the AGENCY under this AGREEMENT.

7 28. This AGREEMENT may be executed in any number of counterparts, each of which will be
8 an original, but all of which together will constitute one instrument. Each PARTY of this
9 AGREEMENT agrees to the use of electronic signatures, such as digital signatures that meet
10 the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal.
11 Civ. Code §§ 1633.1 to 1633.17), for executing this AGREEMENT. The PARTIES further
12 agree that the electronic signatures included in this AGREEMENT are intended to
13 authenticate this writing and to have the same force and effect as manual signatures.
14 Electronic signature means an electronic sound, symbol, or process attached to or logically
15 associated with an electronic record and executed or adopted by a person with the intent to
16 sign the electronic record pursuant to the CUETA as amended from time to time. The
17 CUETA authorizes use of an electronic signature for transactions and contracts among
18 parties in California, including a government agency. Digital signature means an electronic
19 identifier, created by computer, intended by the PARTY using it to have the same force and
20 effect as the use of a manual signature, and shall be reasonably relied upon by the PARTIES.
21 For purposes of this section, a digital signature is a type of "electronic signature" as defined
22 in subdivision (i) of Section 1633.2 of the Civil Code.

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1 IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT on,

2 October 19, 2021.

3 Date

4
5 COUNTY OF RIVERSIDE

6 RECOMMENDED FOR APPROVAL:

7 By 

8 RANIA ODENBAUGH

9 Executive Office- Deputy Director of Admin Services

APPROVAL:

By 

KAREN SPIEGEL

County of Riverside, Board of Supervisors

10
11 APPROVED AS TO FORM:

12 GREGORY P. PRIAMOS

13 County Counsel

14
15 By 

16 AARON C. GETTIS

17 Supervising Deputy County Counsel

ATTEST:

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KECIA HARPER

Clerk of the Board

By 

Deputy

(SEAL)

1 SALTON SEA AUTHORITY

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3 RECOMMENDED FOR APPROVAL:

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5 By  _____

6 G. PATRICK O'DOWD,

7 EXECUTIVE DIRECTOR

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APPROVAL:

By  _____

V. MANUEL PEREZ , PRESIDENT

1 "EXHIBIT 1"

2 GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA

3 (DEPARTMENT OF WATER RESOURCES)

4 AND SALTON SEA AUTHORITY

5 AGREEMENT NUMBER 4600013991

6 PROPOSITION 68 LOCAL ASSISTANCE GRANT

7
8 GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF

9 WATER RESOURCES) AND

10 SALTON SEA AUTHORITY AGREEMENT NUMBER 4600013991

11 PROPOSITION 68 LOCAL ASSISTANCE GRANT

12
13 THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources
14 of the State of California, herein referred to as the "State" or "DWR" and Salton Sea Authority, a joint
15 powers authority in the State of California, duly organized, existing, and acting pursuant to the laws thereof,
16 herein referred to as the "Grantee", which parties do hereby agree as follows:

- 17 1. PURPOSE. State shall provide funding from the California Drought, Water, Parks, Climate,
18 Coastal Protection, and Outdoor Access For All Act of 2018 (Proposition 68) to Grantee to
19 assist in financing a project pursuant to Public Resources Code section 80110, subd. (a).
- 20 2. TERM OF GRANT AGREEMENT. The term of this Grant Agreement begins on the date
21 this Grant Agreement is initially executed by the State, through final payment plus three (3)
22 years unless otherwise terminated or amended as provided in this Agreement. However, all
23 work shall be completed by September 30, 2024 and no funds may be requested after
24 December 31, 2024.
- 25 3. GRANT AMOUNT. The maximum amount payable by the State under this Grant
26 Agreement shall not exceed \$19,250,000.
- 27 4. GRANTEE'S RESPONSIBILITY. Grantee and its representatives shall:
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- 1 a) Faithfully and expeditiously perform or cause to be performed all project work as
2 described in Exhibit A (Work Plan) with specific deliverables and in accordance with
3 Exhibit B (Budget) and Exhibit C (Schedule). Any deviations to deliverables, budget
4 changes or schedules targets will be approved by DWR pursuant to Paragraph D.3 in
5 Exhibit D, "Standard Conditions"
- 6 b) Accept and agree to comply with all terms, provisions, conditions, and written
7 commitments of this Grant Agreement, including all incorporated documents, and to
8 fulfill all assurances, declarations, representations, and statements made by Grantee
9 in the documents, amendments, and communications filed in support of its request
10 for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor
11 Access For All Act of 2018 financing.
- 12 c) Comply with all applicable California laws and regulations.
- 13 d) Implement the project in accordance with applicable provisions of the law.
- 14 e) Fulfill its obligations under the Grant Agreement and be responsible for the
15 performance of the project.

16 5. BASIC CONDITIONS. The State shall have no obligation to disburse money for the project
17 under this Grant Agreement until the Grantee has satisfied the following conditions:

- 18 a) The Grantee submits deliverables as specified in Paragraph 15 of this Grant
19 Agreement and in Exhibit A.
- 20 b) Prior to the commencement of construction or implementation activities, Grantee
21 shall submit the following to the State:
- 22 1) Final plans and specifications certified, signed, and stamped by a California
23 Registered Professional Civil Engineer for the project listed in Exhibit A of
24 this Grant Agreement.
- 25 2) Work that is subject to the California Environmental Quality Act (CEQA)
26 and or environmental permitting shall not proceed under this Grant
27 Agreement until the following actions are performed:
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- i) The Grantee submits to the State all applicable environmental permits,
- ii) Documents that satisfy the CEQA process are received by the State,
- iii) The State has completed its CEQA compliance review as a Responsible Agency, and
- iv) The Grantee receives written concurrence from the State of the Lead Agency's CEQA document(s) and State notice of verification of environmental permit submittal.

3) Proof that the project has obtained a water supply sufficient for the project to be fully operational for the useful life of the project through a legally binding water use agreement. Such proof shall include, but not be limited to, a study showing the project's water supply needs and a copy of any fully executed water use agreements.

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

6. DISBURSEMENT OF FUNDS. The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in

1 any manner which is in violation of, or in conflict with, federal or state laws, rules, or
2 regulations, or which may require any rebates to the federal government, or any loss of tax-
3 free status on state bonds, pursuant to any federal statute or regulation.

4 7. ELIGIBLE PROJECT COST. The Grantee shall apply State funds received only to Eligible
5 Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget".
6 Work performed on the project after 7/1/2020, shall be eligible for reimbursement. Costs
7 that are not eligible for reimbursement include, but are not limited to the following items:

- 8 a) Operation and maintenance costs, including post construction performance and
9 monitoring costs.
- 10 b) Purchase of equipment that is not an integral part of a project.
- 11 c) Establishing a reserve fund.
- 12 d) Replacement of existing funding sources for ongoing programs.
- 13 e) Support of existing agency requirements and mandates (e.g., punitive regulatory
14 agency requirement).
- 15 f) Purchase of land in excess of the minimum required acreage necessary to operate as
16 an integral part of a project, as set forth and detailed by engineering and feasibility
17 studies.
- 18 g) Payment of principal or interest of existing indebtedness or any interest payments
19 unless the debt is incurred after execution of this Grant Agreement, the State agrees
20 in writing to the eligibility of the costs for reimbursement before the debt is incurred,
21 and the purposes for which the debt is incurred are otherwise eligible costs. However,
22 this will only be allowed as Grantee Cost Share (i.e., Funding Match).
- 23 h) Payment of stipends
- 24 i) Acquisition of real property (land or easements) in excess of the minimum required
25 acreage necessary to operate as an integral part of the project, as set forth and detailed
26 by engineering and feasibility studies.
- 27 j) Meals, food items, or refreshments

1 k) Overhead not directly related to the project.

2 8. METHOD OF PAYMENT.

3 a) Reimbursement – After the disbursement requirements in Paragraph 5 “Basic
4 Conditions” are met, the State will disburse the whole or portions of State funding to
5 the Grantee, following receipt from the Grantee via US mail or Express mail delivery
6 of a “wet signature” invoice or an electronic invoice certified and transmitted via
7 DocuSign for costs incurred, and timely Quarterly Progress Reports as required by
8 Paragraph 15, “Submission of Reports.” The State will notify the Grantee, in a timely
9 manner, whenever, upon review of an invoice, the State determines that any portion
10 or portions of the costs claimed are not eligible costs or is not supported by
11 documentation or receipts acceptable to the State. The Grantee may, within thirty
12 (30) calendar days of the date of receipt of such notice, submit additional
13 documentation to the State to cure such deficiency(ies). If the Grantee fails to submit
14 adequate documentation curing the deficiency(ies), the State will adjust the pending
15 invoice by the amount of ineligible or unapproved costs. The State will at all times
16 utilize best efforts to expedite the efficient review and processing of all invoices
17 submitted by Grantee. Invoices submitted by the Grantee shall include the following
18 information:

19 A. Costs incurred for work performed in implementing the Project during the
20 period identified in the particular invoice.

21 B. Costs incurred for any interests in real property (land or easements) that have
22 been necessarily acquired for the project during the period identified in the
23 particular invoice for the implementation of the project.

24 C. Invoices shall be submitted on forms provided by the State and shall meet the
25 following format requirements:
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- 1) Invoices must contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered, and the total amount due.
- 2) Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B, "Budget". 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).
- 3) One set of sufficient evidence (i.e., receipts, copies of checks, personnel hours' summary table, time sheets) must be provided for all costs included in the invoice.
- 4) Original signature and date of the Grantee's Project Representative. Submit the original "wet signature" copy of the invoice form to the following address: Department of Water Resources, Attention: Evon Willhoff, P.O. Box 942836 Sacramento, CA 94236-0001 or an electronic signature certified and transmitted via DocuSign from authorized representative to Evon Willhoff.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., Local Cost Share). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any

1 other misuse of public funds may result in suspension of
2 disbursements of grant funds and/or termination of this Agreement
3 requiring the repayment of all funds disbursed hereunder plus interest.
4 Additionally, the State may request an audit pursuant to Paragraph
5 D.5 and refer the matter to the Attorney General's Office or the
6 appropriate district attorney's office for criminal prosecution or the
7 imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§
8 470, 487-489.)

- 9 9. WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that the
10 project is not being implemented in accordance with the provisions of this Grant Agreement,
11 or that the Grantee has failed in any other respect to comply with the provisions of this Grant
12 Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction,
13 the State may withhold from the Grantee all or any portion of the State funding and take any
14 other action that it deems necessary to protect its interests. Where a portion of the State
15 funding has been disbursed to the Grantee and the State notifies the Grantee of its decision
16 not to release funds that have been withheld pursuant to Paragraph 10, "Default Provisions,"
17 the portion that has been disbursed shall thereafter be repaid immediately with interest at the
18 California general obligation bond interest rate at the time the State notifies the Grantee, as
19 directed by the State. The State may consider the Grantee's refusal to repay the requested
20 disbursed amount a contract breach subject to the default provisions in Paragraph 10. If the
21 State notifies the Grantee of its decision to withhold the entire funding amount from the
22 Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of
23 such notice by the Grantee and the State shall no longer be required to provide funds under
24 this Grant Agreement and the Grant Agreement shall no longer be binding on either party.
- 25 10. DEFAULT PROVISIONS. The Grantee will be in default under this Grant Agreement if
26 any of the following occur:
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- 1 a) Substantial breaches of this Grant Agreement, or any supplement or amendment to
2 it, or any other agreement between the Grantee and the State evidencing or securing
3 the Grantee's obligations.
- 4 b) Making any false warranty, representation, or statement with respect to this Grant
5 Agreement or the application filed to obtain this Grant Agreement.
- 6 c) Failure to operate or maintain the project in accordance with this Grant Agreement.
- 7 d) Failure to make any remittance required by this Grant Agreement, including any
8 remittance recommended as the result of an audit conducted pursuant to Paragraph
9 D.5.
- 10 e) Failure to comply with Labor Compliance Program requirements (Paragraph 14).
- 11 f) Failure to submit quarterly progress reports pursuant to Paragraph 8.
- 12 g) Failure to routinely invoice the State pursuant to Paragraph 8.
- 13 h) Failure to meet any of the requirements set forth in Paragraph 11, "Continuing
14 Eligibility."

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

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

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

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

- 5 a) An urban water supplier that receives grant funds pursuant to this Agreement must
6 maintain compliance with the Urban Water Management Planning Act (UWMP;
7 Water Code § 10610 et seq.) and Sustainable Water Use and Demand Reduction
8 (Water Code § 10608 et seq.).
- 9 b) An agricultural water supplier receiving State funds must comply with Sustainable
10 Water Use and Demand Reduction requirements outlined in Water Code § 10608, et
11 seq. and have their Agricultural Water Management Plan (AWMP) deemed
12 consistent by DWR. To maintain eligibility and continue funding disbursements, an
13 agricultural water supplier must have their 2015 AWMP identified on the State's
14 website.
- 15 c) The Grantee diverting surface water must maintain compliance with diversion
16 reporting requirements as outlined in Part 5.1 of Division 2 of the Water Code.
- 17 d) If applicable, the Grantee must demonstrate compliance with the Groundwater
18 Management Act.
- 19 e) Grantees that have been designated as monitoring entities under the California
20 Statewide Groundwater Elevation Monitoring (CASGEM) Program must maintain
21 reporting compliance, as required by Water Code § 10932 and the CASGEM
22 Program.
- 23 f) Open and Transparent Water Data: Recipients of State funds through grants must
24 adhere to the protocols developed pursuant to Water Code § 12406 for data sharing,
25 transparency, documentation, and quality control.

26 12. PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS. The Grantee shall
27 be responsible for ensuring the obtainment of any and all permits, licenses, and approvals
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1 required for performing any work under this Grant Agreement, including those necessary to
2 perform design, construction, or operation and maintenance of the Project. The Grantee shall
3 be responsible for observing and complying with any applicable federal, state, and local
4 laws, rules or regulations affecting any such work, specifically those including, but not
5 limited to, environmental, procurement, and safety laws, rules, regulations, and ordinances.
6 The Grantee shall provide copies of permits and approvals to State.

7 13. RELATIONSHIP OF PARTIES. The Grantee is responsible for design, construction, and
8 operation and maintenance of the project within the Exhibit A "Work Plan". Review or
9 approval of plans, specifications, bid documents, or other construction documents by the
10 State is for the purpose of proper administration of funds by the State, and to ensure that the
11 best design(s) or alternative(s) are selected based on, but not limited to costs, perceived risk,
12 or other factors. Review and approval by the State shall not be deemed to relieve or restrict
13 responsibilities of the Grantee under this Grant Agreement.

14 14. LABOR COMPLIANCE. The Grantee agrees to be bound by all the provisions of the Labor
15 Code regarding prevailing wages and shall monitor all contracts subject to reimbursement
16 from this Agreement to assure that the prevailing wage provisions of the Labor Code are
17 being met. Current Department of Industrial Relations (DIR) requirements may be found at:
18 <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's Public Works
19 Manual at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>.

20 15. SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement
21 for the successful completion of this Grant Agreement. Reports shall meet generally
22 accepted professional standards for technical reporting and shall be proofread for content,
23 numerical accuracy, spelling, and grammar prior to submittal to the State. If requested, the
24 Grantee shall promptly provide any additional information deemed necessary by the State
25 for the approval of reports. Reports shall be presented in the formats described in the
26 applicable portion of Exhibit F, "Report Formats and Requirements." The timely submittal
27 of reports is a requirement for initial and continued disbursement of State funds. Submittal
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1 and subsequent approval by the State of a Grant Completion Report is a requirement for the
2 release of any funds retained for the project.

3 a) Quarterly Progress Reports: The Grantee shall submit Quarterly Progress Reports to
4 meet the State's requirement for disbursement of funds. Quarterly Progress Reports
5 shall be sent via e-mail to the State's Project Manager. Quarterly Progress Reports
6 shall, in part, provide a brief description of the work performed during the reporting
7 period including: Grantee's activities, milestones achieved, any accomplishments,
8 and any problems encountered in the performance of the work under this Agreement.

9 b) Grant Completion Report: Upon completion of the Project included in Exhibit A,
10 "Work Plan" the Grantee shall submit to the State a Grant Completion Report. The
11 Grant Completion Report shall be submitted as outlined in Exhibits A, "Work Plan",
12 and Exhibit F, "Report Formats and Requirements". Retention for the last component
13 to be completed as part of this Grant Agreement will not be disbursed until the Grant
14 Completion Report is submitted to and approved by the State.

15 c) Post-Performance Reports: The Grantee shall prepare and submit to the State Post-
16 Performance Reports for the applicable project. Post-Performance Reports shall be
17 submitted to the State within ninety (90) calendar days after the first operational year
18 of the project has elapsed. This record keeping and reporting process shall be
19 repeated annually for a total of three (3) years after the project begins operation.

20 d) Monitoring and Maintenance Plan: A Monitoring and Maintenance Plan shall be
21 submitted to the State prior to disbursement of State funds for implementation or
22 monitoring activities. The Monitoring and Maintenance Plan shall incorporate items
23 defined and listed in Exhibit I, "Monitoring and Maintenance Plan Components".

24 16. OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction
25 and implementation projects, and in consideration of the funding made by the State, the
26 Grantee agrees to ensure or cause to be performed the commencement and continued
27 operation of the project, and shall ensure or cause the project to be operated in an efficient
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1 and economical manner; shall ensure all repairs, renewals, and replacements necessary to
2 the efficient operation of the same are provided; and shall ensure or cause the same to be
3 maintained in as good and efficient condition as upon its construction, ordinary and
4 reasonable wear and depreciation excepted. The Grantee or their successors may, with the
5 written approval of State, transfer this responsibility to use, manage, and maintain the
6 property. Nothing herein shall prevent the State from deciding in the future to conduct any
7 maintenance, management, or operation of the Project. For purposes of this Grant
8 Agreement, “useful life” means period during which an asset, property, or activity is
9 expected to be usable for the purpose it was acquired or implemented; “operation costs”
10 include direct costs incurred for material and labor needed for operations, utilities, insurance,
11 and similar expenses, and “maintenance costs” include ordinary repairs and replacements of
12 a recurring nature necessary for capital assets and basic structures. If arrangements for costs
13 of operations and maintenance, including post-construction and monitoring costs, are
14 unsatisfactory to the Grantee prior to the commencement of construction, Grantee may
15 terminate this Agreement without any further performance or reimbursement obligation.

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

25 18. NOTIFICATION OF STATE. The Grantee shall promptly notify the State, in writing, of the
26 following items:
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- 1 a) Events or proposed changes that could affect the scope, budget, or work performed
2 under this Grant Agreement. The Grantee agrees that no substantial change in the
3 scope of the project will be undertaken until written notice of the proposed change
4 has been provided to the State and the State has given written approval for such
5 change. Substantial changes generally include changes to the scope of work,
6 schedule or term, and budget.
- 7 b) Any public or media event publicizing the accomplishments and/or results of this
8 Grant Agreement and provide the opportunity for attendance and participation by the
9 State's representatives. The Grantee shall make such notification at least fourteen
10 (14) calendar days prior to the event.
- 11 c) Discovery of any potential archaeological or historical resource. Should a potential
12 archaeological or historical resource be discovered during construction, the Grantee
13 agrees that all work in the area of the find will cease until a qualified archaeologist
14 has evaluated the situation and made recommendations regarding preservation of the
15 resource, and the State has determined what actions should be taken to protect and
16 preserve the resource. The Grantee agrees to implement appropriate actions as
17 directed by the State.
- 18 d) The initiation of any litigation or the threat of litigation against the Grantee regarding
19 the Project or that may affect the Project in any way.
- 20 e) Final inspection of the completed work on a project by a California Registered
21 Professional Civil Engineer in accordance with Paragraph D.18 in Exhibit D,
22 "Standard Conditions". The Grantee shall notify the State's Project Manager of the
23 inspection date at least fourteen (14) calendar days prior to the inspection in order to
24 provide the State the opportunity to participate in the inspection.

25 19. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is
26 required to give to the other party under this Grant Agreement shall be in writing. Notices
27 may be transmitted by any of the following means:
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- 1 a) By certified U.S. mail, return receipt requested, postage prepaid.
2 b) By "overnight" delivery service; provided that next-business-day delivery is
3 requested by the sender.
4 c) By electronic means.

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

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

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

17 Department of Water Resources Arthur Hinojosa	Salton Sea Authority
18 Chief, Division of IRWM	G. Patrick O'Dowd
19 P.O. Box 942836 Sacramento CA 94236-0001	Executive Director/General Manager 82995
20 Phone: (916) 653-4736	Highway 111, Suite 200
21 e-mail: arthur.hinojosa@water.ca.gov	Indio, CA 92201
22 Direct all inquiries to the Project Manager:	Phone: (760) 863-2695
23 Department of Water Resources Evon Willhoff	e-mail: GPODowd@SaltonSea.com
24 Program Manager I	
25 Division of Regional Assistance PO Box 942836	Salton Sea Authority Jonathan McDannell
26 Sacramento, CA 94236-0001	Grants Manager
27 Phone: (916) 651-9286	82995 Highway 111, Suite 200

1 e-mail: Evon.Willhoff@water.ca.gov

Indio, CA 92201

2 Phone: (760) 863-2695

3 Email: JMcDannell@SaltonSea.com

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

6 22. STANDARD PROVISIONS AND INTEGRATION. This Grant Agreement is complete and
7 is the final Agreement between the parties. The following Exhibits are attached and made a
8 part of this Grant Agreement by this reference:

9 Exhibit A – Work Plan Exhibit B – Budget Exhibit C – Schedule

10 Exhibit D – Standard Conditions

11 Exhibit E – Authorizing Resolution Accepting Funds Exhibit F – Report Formats and
12 Requirements

13 Exhibit G – Requirements for Statewide Monitoring and Data Submittal Exhibit H – State
14 Audit Document Requirements for Grantees

15 Exhibit I – Monitoring and Maintenance Plan Components Exhibit J - Project Preliminary

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

2
3 STATE OF CALIFORNIA

SALTON SEA AUTHORITY

4 DEPARTMENT OF WATER RESOURCES



5
6 G. Patrick O'Dowd, Executive Director/General
7 Manager



8
9 Arthur Hinojosa, P.E., Chief

Date 04/26/2021

10 Division of Integrated Regional Water Management

11 Date 4/26/2021

12
13 Approved as to Legal Form and Sufficiency

14 

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16 Catherine Cavanaugh, Staff Counsel IV

17 Counsel Office of Chief Counsel

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EXHIBIT A
WORK PLAN

PROJECT TITLE: North Lake Demonstration Pilot Project

GRANTEE: Salton Sea Authority

IMPLEMENTING AGENCY: County of Riverside Transportation Land Management Agency

PARTNER AGENCIES: Grantee, Implementing Agency, California Department of Water Resources (DWR), California Natural Resources Agency (CNRA), and California Department of Fish and Wildlife (CDFW)

PROJECT DESCRIPTION

The North Lake Pilot Demonstration Project (Project) will construct an approximately 156-acre lake. The Project will be considered the first phase of the larger project in the Whitewater Area identified in the Salton Sea Management Program: Phase 1 10-Year Plan. As shown in Exhibit J, "Project Location," the Project is located at the northern end of the Salton Sea, in Riverside County just north of the Salton Sea State Recreation Area. The Project will have shallow habitat running along over one mile of shoreline and approximately 30 acres will be developed as deep-water habitat for fish. Due to the soft soils present in the project area, this project includes the design, construction and testing of a pilot berm prior to the completion of the final design for the demonstration project.

The Project will also include the development of habitat, water supply infrastructure, and recreational features that will be determined through the planning, design, and outreach and engagement tasks. The scope of work includes the planning, design, coordination of regulatory compliance, permitting, land access, and construction related tasks necessary to complete the Project. Public input will be solicited to influence the design and public access features of the Project.

Budget Category (a): Grant Agreement Administration

Task 1 Agreement Administration

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

The Grantee will be responsible for compiling invoices for submittal to DWR. This includes collecting invoice documentation and compiling the information into a DWR invoice package. The Grantee will also be responsible for compiling progress reports for submittal to DWR. The Grantee will coordinate with the Implementing Agency to prepare and submit Quarterly Progress Reports and the Grant Completion Report. Reports will meet generally accepted professional standards for technical reporting and the requirements terms of the contract with DWR outlined in Exhibit F, "Report Formats and Requirements" of this Agreement.

Deliverables:

- Invoices and associated backup documentation
- Quarterly Progress Reports
- Draft and Final Grant Completion Report

Task 2 Project Coordination

The Grantee will coordinate all aspects of the Project with Partner Agencies; including but not limited to the coordination and review of environmental documentation and permits to ensure consistency with planned task implementation, and administrative responsibilities associated with the Project such as coordinating and meeting with Partner Agencies on a monthly or regular basis and managing consultants/contractors.

Deliverable:

Meeting Notes

Budget Category (b): Outreach and Community Engagement

Task 3 Outreach and Community Engagement

Develop an Outreach and Engagement Plan (Plan) for the Project for review and approval by the State. The Plan will describe how the Grantee will coordinate Project talking points with Partner Agencies, the process to develop and review meeting materials, and the frequency of public meetings and the timing relative to the development of environmental document(s).

This task also includes the work necessary to prepare, conduct and compile notes from public workshops and other forms of engagement with community members and stakeholders.

Deliverables:

Outreach and Community Engagement Plan
Copies of Meeting Materials and Presentations
Public Notices
Record of Meeting Minutes/Videos and Comments Received

Budget Category (c): Land Access and Surveys

Task 4 Land Access and Surveys

Define project boundary and identify landowners for properties within the project boundary. Prepare exhibits for showing land ownership, right-of-way, and identify land acquisitions needed for the project.

Deliverables:

Land Ownership Map(s), and copies of any restrictions, easements or limitations to use.

Budget Category (d): Planning/Design/Engineering/Environmental Documentation

Task 5 Project Planning

Task 5.1 Project Siting Evaluation

Identify potential project locations and evaluate opportunities and constraints including but not limited to accessibility to the site, potential land acquisition needs, habitat potential, and water supply sources as described in Task 5.2.

Deliverable:

Alternatives Analysis Technical Memo

Task 5.2 Water Supply Assessment

Partner Agencies will coordinate with Coachella Valley Water District (CVWD) to analyze water supply options and the associated water supply infrastructure needed to develop the Project and will result in the development of a Water Supply Assessment Technical Memo. The Water Supply Assessment will include an evaluation of water supply options, and may include, but is not limited to, an evaluation of All-American Canal water, groundwater including existing and planned well water, and agricultural and other drainage flows. It will also include an assessment of water infrastructure needed to convey water to the Project. This assessment will inform the development of Project concepts.

Deliverable:

Draft Water Supply Assessment Technical Memo
Final Water Supply Assessment Technical Memo

Task 5.3 Project Description

In coordination with Partner Agencies, utilize the information from Tasks 5.1 and 5.2 to select the Project location and develop a comprehensive project description for the North Lake Pilot Demonstration Project.

Deliverable:

Project Description

Task 5.4 Environmental Review of State NEPA and CEQA Documents

All environmental documentation will be closely coordinated with the State, considering existing environmental analysis. A review will be conducted of existing CEQA/NEPA documents to determine if this project is exempt from any further CEQA and/or if supplemental studies and/or environmental documentation will be required. Partner Agencies will coordinate the preparation and review of supplemental environmental documentation if it is needed. The Implementing Agency will oversee the preparation of supplemental environmental documentation as needed for the project.

Deliverables:

Project Specific CEQA Evaluation
Supplemental CEQA document (if needed)
Special Studies to Support CEQA document (if needed)
Notice for Appropriate NEPA/CEQA Determination (as required)
Notice of Determination (as required)

Task 6 Water Supply Agreement

Based on the findings and recommendations of the Water Supply Assessment Technical Memo (Task 5.2) and the Project Description (Task 5.3), develop a draft water supply agreement or recommendation that describes the agreement(s) and/or water right(s) needed to secure a water supply for the Project. Work with Partner Agencies and CVWD to secure the water supply for the Project and complete the water supply agreement(s) or permit(s) as needed.

Deliverables:

Draft Water Supply Agreement
Final Water Supply Agreement
Water-related permits (if needed)

Task 7 Design

Task 7.1 Land Surveys

Selected design consultant will complete preconstruction land surveys. The consultant will be responsible for preparation of survey records and topographic maps.

Deliverables:

- Detailed topographic and possible bathymetric surveys
- Light Detection and Ranging (LiDAR) surveys with ground truthing (if required)
- Aerial topographic survey

Task 7.2 Geotechnical Surveys and Engineering

Conduct Geotechnical surveys of the project area to collect data such as soil type, grain size distribution, expansion index, and soil shear strength to support perimeter berms. A variety of data collection techniques will be considered and likely include borings, cone penetrometer testing, and hand augers.

Deliverables:

- Draft Geotechnical Report
- Final Geotechnical Report

Task 7.3 Conceptual Designs

Develop the advanced conceptual design by utilizing the existing preliminary conceptual designs that have previously been prepared. The advanced conceptual design will include a site layout, site access plan, preliminary berm profiles, conceptual drawings of features such as inlet and outlet structures, the water supply source and appurtenant structures, habitat and other key features of the project such as developing the design to allow for integration with future phases of the larger North Lake Project. The draft advanced conceptual design will be submitted to DWR for the state's review and input. The Grantee shall provide written responses to all DWR comments provided on the Draft Conceptual Design prior to finalizing the concept. Comments provided shall sufficiently explain the rationale behind acceptance or rejection of each specific DWR comment. Sufficiency shall be at the sole discretion of DWR.

Deliverables:

- Draft Conceptual Design
- Responses to DWR comments on Draft Conceptual Design
- Final Conceptual Design

Task 7.4 Pilot Test Berm

Prepare design for a test berm. Due to the composition soils in the area, and potential seepage concerns, a test berm is needed prior to completing final design. Following construction and testing of the pilot berm, the contractor will complete the final design for the demonstration project.

Deliverable:

- Technical Memo including photographs of test berm

Task 7.5 Final Design

Complete Project design based on the following supporting work: execution of a Water Supply Agreement and necessary permits for implementing supply geotechnical investigation, land survey(s), pilot berm findings, and the advanced conceptual design. The information obtained by the supporting work and outreach and engagement activities will be used to inform the development of final design, plans, and specifications including, but not limited to: preliminary earthwork calculations, design details and water supply infrastructure to produce 100% (Final) design, plans, and specifications.

Deliverables:

- 50% Design
- 90% Design
- 100% Design
- Plan Specifications
- Engineering Estimates

Budget Category (e): Construction/Implementation

Task 8 Construction Contracting

The Implementing Agency, in coordination with the Grantee, will oversee project management, evaluate design-build and design-bid-build delivery approaches to select an approach that best meets the overall goals of the project, and oversee the process to secure a contractor. Activities necessary to secure a contractor and award the contract include, but are not limited to: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid documents
- Proof of Advertisement
- Award of contract
- Notice to proceed

Task 9 Construction Administration

The Grantee, Implementing Agency, or construction management consultant will review construction contractor submittals, answer requests for information, and issue work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include, but are not limited to: documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable.

Deliverable:

- Notice of Completion

Task 10 Monitoring and Maintenance Plan

Develop a Monitoring and Maintenance Plan as described in Paragraph 15 (d) and Exhibit I, "Monitoring and Maintenance Plan Components." Conduct pre- and post-construction monitoring to verify Project benefits claimed.

Deliverables:

- Monitoring and Maintenance Plan
- Technical memorandum for pre-construction site conditions
- Post-construction monitoring report

Task 11 Permitting

Obtain and comply with all permits required to implement the Project including a stormwater pollution prevention plan (SWPPP), acquire right-of-way (ROW) encroachment, construction dust control permit, etc. (as-needed). Additional permits may be required and will be obtained as necessary.

Deliverable:

Copies of all required permits

Task 12 Construction/Implementation Activities

Construction of the approximately 156-acre demonstration project. This task includes contractor mobilization, foundation preparation including clearing and grubbing, excavation, and grading for the berm system that is approximately 1.5 miles in length. As needed by a Water Supply Agreement (Task

6) and Final Design (Task 7.5), construction of a gravity water line and/or a pump station to supply water to this demonstration project will be included.

Deliverables:

Inspection Reports
Photographic documentation

Task 13 Performance Testing and Reporting

As a demonstration project, this project will provide in-field data that will be utilized to inform the design of future phases of north perimeter lake. Following the construction of the demonstration project yearly biological assessments will take place to evaluate the effectiveness of the project on creating habitat. Included as part of the evaluation will be any recommendations to improve the viability of the habitat in future phases. Also included as part of the annual report will be any observations and recommendations that will improve the ongoing operation and maintenance of the berms.

Deliverables:

Annual Performance Reports

EXHIBIT B
BUDGET

North Lake Demonstration Pilot Project

BUDGET CATEGORY		Cost Share: Non-State Fund Source*	Grant Amount	Other Cost Share*	Total Cost
(a)	Project Administration	\$0	\$840,000	\$0	\$840,000
(b)	Outreach and Community Engagement	\$0	\$180,000	\$0	\$180,000
(c)	Land Access and Surveys	\$0	\$60,000	\$0	\$60,000
(d)	Planning / Design / Engineering/ Environmental Documentation	\$0	\$6,430,000	\$0	\$6,430,000
(e)	Construction / Implementation	\$0	\$11,740,000	\$0	\$11,740,000
TOTAL COSTS		\$0	\$19,250,000	\$0	\$19,250,000

NOTES:

* Not required for this grant

EXHIBIT C
SCHEDULE

North Lake Demonstration Pilot Project

	Task	Start Date	End Date
1.0	Project Administration	7/1/2020	12/31/2024
2.0	Outreach and Community Engagement	1/4/2021	10/31/2021
3.0	Land Access and Surveys	1/7/2021	2/28/2022
4.0	Planning/ Design / Engineering / Environmental Documentation	9/1/2020	4/14/2023
5.0	Construction/ Implementation	4/15/2023	9/30/2024

EXHIBIT D
STANDARD CONDITIONS

D.1) ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:

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

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

D.3) AMENDMENT: This Grant Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. The State shall have no obligation to agree to an amendment.

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

D.5) AUDITS: The State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of the Project, with the costs of such audit borne by the State. After completion of the Project, the State may require the Grantee to conduct a final audit to the State's specifications, at the Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by the Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and the State may elect to pursue any remedies provided in Paragraph 12, "Default Provisions" or

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

Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Grant Agreement with respect of all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of the Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement. If an audit reveals any impropriety, the Bureau of State Audits or the State Controller's Office may conduct a full audit of any or all of the Grantee's activities. (Public Resources Code § 80012, subd. (b))

- D.6)** BUDGET CONTINGENCY: If the Budget Act of the current year covered under this Grant Agreement does not appropriate sufficient funds for this program, this Grant Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the State to make any payments under this Grant Agreement. In this event, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement and the Grantee shall not be obligated to perform any provisions of this Grant Agreement. Nothing in this Grant Agreement shall be construed to provide the Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Grant Agreement with no liability occurring to the State, or offer a Grant Agreement amendment to the Grantee to reflect the reduced amount.
- D.7)** CALIFORNIA CONSERVATION CORPS: The Grantee may use the services of the California Conservation Corps or other community conservation corps as defined in Public Resources Code section 14507.5.
- D.8)** CEQA: Activities funded under this Grant Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the State's Project Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once the State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 10, "Default Provisions."
- D.9)** CHILD SUPPORT COMPLIANCE ACT: 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 Family Code § 5200 et seq.; and
 - b) The Grantee, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

- D.10) CLAIMS DISPUTE:** Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. The State and the Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
- D.11) COMPETITIVE BIDDING AND PROCUREMENTS:** The Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by the State under this Agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
- D.12) COMPUTER SOFTWARE:** The Grantee certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.13) CONFLICT OF INTEREST:** All participants are subject to State and federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- a) **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
 - b) **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
 - c) **Employees of the Grantee:** Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
 - d) **Employees and Consultants to the Grantee:** Individuals working on behalf of the Grantee may be required by California Department of Water Resources 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.14) DELIVERY OF INFORMATION, REPORTS, AND DATA:** The Grantee agrees to expeditiously provide throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by the State.
- D.15) DISPOSITION OF EQUIPMENT:** The Grantee shall provide to the State, not less than thirty (30) calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by the State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within sixty (60) calendar days of receipt of such inventory, the State shall provide the Grantee with a list of the items on the inventory that the State will take title to. All other items shall become the property of the Grantee. The State shall arrange for delivery from the Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by the State.
- D.16) DRUG-FREE WORKPLACE CERTIFICATION:** Certification of Compliance: By signing this Grant Agreement, the Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of the State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:
- a) Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
 - b) Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
 - i) The dangers of drug abuse in the workplace,
 - ii) The Grantee's policy of maintaining a drug-free workplace,
 - iii) Any available counseling, rehabilitation, and employee assistance programs, and
 - iv) Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
 - c) Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
 - i) Will receive a copy of the Grantee's drug-free policy statement, and
 - ii) Will agree to abide by terms of the Grantee's condition of employment, contract or subcontract.
- D.17) EASEMENTS:** Where the Grantee acquires property in fee title or funds improvements to real property already owned in fee by the Grantee using State funds provided through this Agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.
- Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.

Failure to provide an easement acceptable to the State may result in termination of this Agreement.

- D.18) FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL:** Upon completion of the Project, the Grantee shall provide for a final inspection and certification by a California Registered Professional Civil Engineer, that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement.
- D.19) GRANTEE'S RESPONSIBILITIES:** The 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 the Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
 - c) Comply with all applicable California, federal, and local 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.
 - f) Obtain any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. The Grantee shall provide copies of permits and approvals to the State.
 - g) Be solely responsible for design, construction, and operation and maintenance of projects within the Work Plan. Review or approval of plans, specifications, bid documents, or other construction documents by the State is solely for the purpose of proper administration of funds by the State and shall not be deemed to relieve or restrict responsibilities of the Grantee under this Grant Agreement.
 - h) Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Grant Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
- D.20) GOVERNING LAW:** This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.21) INCOME RESTRICTIONS:** The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement, shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement. The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.
- D.22) INDEMNIFICATION:** The Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this

Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of this Project and any breach of this Agreement. The Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.

- D.23) INDEPENDENT CAPACITY:** The Grantee, and the agents and employees of the Grantees, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.24) INSPECTION OF BOOKS, RECORDS, AND REPORTS:** During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by the Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and the State may withhold disbursements to the Grantee or take any other action it deems necessary to protect its interests.
- D.25) INSPECTIONS OF PROJECT BY STATE:** The State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any subcontracts, and the Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with the State.
- D.26) LABOR CODE COMPLIANCE:** The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. 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>. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.
- D.27) MODIFICATION OF OVERALL WORK PLAN:** At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Grant Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Grant Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Grant Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.
- D.28) NONDISCRIMINATION:** During the performance of this Grant Agreement, the Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, 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 or domestic partner status, and denial of medial and family care leave or pregnancy disability leave. The Grantee and its

contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission are incorporated into this Agreement by reference. The Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

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

- D.29) 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.30) PERFORMANCE BOND:** Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
- D.31) PRIORITY HIRING CONSIDERATIONS:** If this Grant Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.
- D.32) PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with the Grantee's service of water, without prior permission of the State. The Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of the Grantee to meet its obligations under this Grant Agreement, without prior written permission of the State. The State may require that the proceeds from the disposition of any real or personal property be remitted to the State.
- D.33) PROJECT ACCESS:** The Grantee shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- D.34) REMAINING BALANCE:** In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.
- D.35) 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.36) RETENTION:** The State shall withhold ten percent (10%) of the funds requested by the Grantee for reimbursement of Eligible Project Costs until the Project is completed and Grant Completion

Report is approved. Any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest, upon completion of the Project(s).

- D.37) RIGHTS IN DATA:** The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to the State for financial support. The Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.38) 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.39) SUSPENSION OF PAYMENTS:** This Grant Agreement may be subject to suspension of payments or termination, or both if the State determines that:
- a) The Grantee, its contractors, or subcontractors have made a false certification, or
 - b) The Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant Agreement.
- D.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 the State may impose.
- D.41) TERMINATION BY GRANTEE:** Subject to State approval which may be reasonably withheld, the Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, the Grantee must provide a reason(s) for termination. The Grantee must submit all progress reports summarizing accomplishments up until termination date.
- D.42) TERMINATION FOR CAUSE:** Subject to the right to cure under Paragraph 10, "Default Provisions," the State may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 10, "Default Provisions."
- D.43) TERMINATION WITHOUT CAUSE:** The State may terminate this Agreement without cause on thirty (30) 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 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 – DAC, EDA, TRIBES PROJECT:** Travel is only an eligible reimbursable expense for projects providing at least 75% of benefits to DACs, EDAs, and/or Tribes (based on population or geographic area). Only ground transportation and lodging are eligible for grant reimbursement. Per diem costs will not be eligible for grant reimbursement. Any reimbursement

for necessary travel shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred. No travel outside of the IRWM region shall be reimbursed unless prior written authorization is obtained from the State.

- D.47) UNION ORGANIZING:** The Grantee, by signing this Grant Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Grant Agreement. Furthermore, the Grantee, by signing this Grant Agreement, hereby certifies that:
- a) No State funds disbursed by this Grant Agreement will be used to assist, promote, or deter union organizing.
 - b) The Grantee shall account for State funds disbursed for a specific expenditure by this Grant Agreement to show those funds were allocated to that expenditure.
 - c) The Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
 - d) If the Grantee makes expenditures to assist, promote, or deter union organizing, the Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that the Grantee shall provide those records to the Attorney General upon request.
- D.48) 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.49) WAIVER OF RIGHTS:** None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

EXHIBIT E

AUTHORIZING RESOLUTION ACCEPTING FUNDS

**OFFICIAL
MINUTE ORDER**
of the
**SALTON SEA AUTHORITY
BOARD OF DIRECTORS MEETING**
October 29, 2020

ITEM NO.: VI.C

APPROVED ACTION:

On *motion by Director Estrada* and *second by Director Perez*, the Board authorized Salton Sea Authority's GM/Executive Director to enter into a funding agreement with the California Department of Water Resources to receive a Proposition 68 Local Assistance grant in the approximate amount of \$19,250,000 to implement the SSMP project for a North Lake Pilot Demonstration Project on terms acceptable to the President of the Board and Authority Legal Counsel.

Approved by the following vote:

AYES: Cardenas, Hanks, Perez, Hewitt, Torte[♦], Plancarte[♦], Estrada[♦].
([♦] per SSA bylaws, carrying both votes for their agency in the absence of a second director from that agency)


NOES: None

ABSENT: Santillanes, Kelley, (2nd Director from CVWD not yet appointed)

Motion Passed: 10-0

I hereby attest that the foregoing is a true and correct copy of action taken by the Board of Directors of said Salton Sea Authority at a regular meeting thereof duly held and convened on the 29th day of October 2020, at which meeting a quorum of said Board was present and acting throughout.

Dated this 25th day of November 2020.



Linda Thill
Board Secretary
Salton Sea Authority

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.

QUARTERLY 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.

GRANT COMPLETION REPORT

The Grant Completion Report shall generally use the following format provided below for each project after completion.

Executive Summary

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

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

Reports and/or Products

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

- A copy of any final technical report or study, produced for or utilized in this Project as described in the Work Plan
- Electronic copies of any data collected, not previously submitted
- Discussion of problems that occurred during the work and how those problems were resolved
- Final project schedule showing actual progress versus planned progress as shown in Exhibit C, "Schedule"

Additional information that may be applicable for projects includes the following:

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

Cost & Disposition of Funds

A list showing:

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

Additional Information

- Benefits derived from the Project, with quantification of such benefits provided.
- Certification from a California Registered Professional Civil Engineer, consistent with Exhibit D, "Standard Conditions" that the project was conducted in accordance with the approved work plan and any approved modifications thereto.
- Submittal schedule for the Post-Performance Report.

POST-PERFORMANCE MONITORING REPORT

The Post-Performance Report (PPR) should be concise and focus on how the Project is actually performing compared to its expected performance; whether the Project is being operated and maintained and providing intended benefits as proposed. The following information, at a minimum, shall be provided:

Reports and/or products

- Header including the following:
 - Grantee Name
 - Implementing Agency (if different from Grantee)
 - Grant Agreement Number
 - Project Name
 - Funding grant source (i.e., 2019 Proposition 1 Grant)
 - Report number
- Post-Performance Report schedule
- Time period of the annual report (e.g., January 2018 through December 2018)
- Project Description Summary
- Discussion of the project benefits
- An assessment of any differences between the expected versus actual project benefits as stated in the original application. Where applicable, the reporting should include quantitative metrics (e.g., new acre-feet of water produced that year, etc.).
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
- Any additional information relevant to or generated by the continued operation of the project.

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 F.

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

CEDEN website: <http://www.ceden.org>.

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

EXHIBIT I

MONITORING AND MAINTENANCE PLAN COMPONENTS

Introduction

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

Monitoring and Maintenance Plan

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

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Exhibit J
PROJECT PRELIMINARY ALTERNATIVE
LOCATIONS

