

**FUNDING AGREEMENT BETWEEN THE STATE OF CALIFORNIA  
(DEPARTMENT OF WATER RESOURCES) AND  
FRESNO COUNTY**

**AGREEMENT NUMBER 4600016090**

**PROPOSITION 1 ROUND 3 DELTA FLOOD EMERGENCY RESPONSE GRANT**

THIS FUNDING AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" and the Fresno County a public agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee", which parties do hereby agree as follows:

1. **PURPOSE.** The State shall provide funding from the Direct funds, Water Quality, Supply, and Infrastructure Improvement Act of 2014 to the Grantee to assist in financing the projects, which are included in and implemented in an adopted Fresno County Flood Emergency Response Grant Plan (Plan) pursuant to Water Code section 79781(d).
2. **TERM OF FUNDING AGREEMENT.** The term of this Funding Agreement begins on the date this Funding Agreement is initially executed by the State, through final payment plus three (3) years unless otherwise terminated or amended as provided in this Funding Agreement. However, all work shall be completed by **January 1, 2027** and no funds may be requested after **July 1, 2027**.
3. **FUNDING AMOUNT.** The maximum amount payable by the State under this Funding Agreement shall not exceed **\$500,000**. Any additional costs are the responsibility of the Grantee.
4. **BASIC CONDITIONS.** The State shall have no obligation to disburse money for a project under this Funding Agreement until the Grantee has satisfied the following conditions:
  - A. For the term of this Funding Agreement, the Grantee submits timely Quarterly Progress Reports as required by Paragraph 11, "Submission of Reports."
  - B. The Grantee submits all deliverables as specified in Paragraph 11 of this Funding Agreement and in Exhibit A.
  - C. Prior to the commencement of construction or implementation activities, the Grantee shall submit the following to the State:
    - i. Final plans and specifications certified by a California Registered Civil Engineer as to compliance for each approved project as listed in Exhibit A of this Funding Agreement.
    - ii. Work that is subject to the California Environmental Quality Act (CEQA) and or environmental permitting shall not proceed under this Funding Agreement until the following actions are performed:
      - a. The Grantee submits to the State all applicable environmental permits as indicated on the Environmental Information Form to the State,
      - b. Documents that satisfy the CEQA process are received by the State,
      - c. The State has completed its CEQA compliance review as a Responsible Agency, and
      - d. The Grantee receives written concurrence from the State of Lead Agency's CEQA document(s) and the State notice of verification of environmental permit submittal.

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

iii. A maintenance plan as required by Paragraph 13, "Maintenance Plan Requirements."

5. 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 Funding Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. All money disbursed to the Grantee under this Funding Agreement shall be deposited in a non-interest-bearing account and shall be used solely to pay Eligible Project Costs.
6. ELIGIBLE PROJECT COST. The Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget". Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition, legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Funding Agreement. Work performed on the Project after November 2, 2022, shall be eligible for reimbursement.

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

- A. Costs, other than those noted above, incurred prior to the Award Notification Letter date.
  - B. Operation and maintenance costs, including post construction performance and monitoring costs.
  - C. Purchase of equipment not integral to any part of the Project.
  - D. Establishing a reserve fund.
  - E. Purchase of water supply.
  - F. Monitoring and assessment costs for efforts required after project construction is complete.
  - G. Replacement of existing funding sources (e.g., bridge loans).
  - H. Per diem costs.
  - I. Support of existing agency requirements and mandates (e.g., punitive regulatory agency requirement).
  - J. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of the Project, as set forth and detailed by engineering and feasibility studies, or acquisition of land by eminent domain.
  - K. Overhead and indirect costs. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded Project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include but are not limited to: central service costs; general administration of the Grantee; non-project-specific accounting and personnel services performed within the Grantee's organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition; conference fees; and, generic overhead or markup. This prohibition applies to the Grantee and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Funding Agreement.
  - L. Payment of federal and state taxes.
  - M. Costs incurred as part of any necessary response and cleanup activities required under the Comprehensive Environmental Response, Compensation, and Liability Act; Resource Conservation and Recovery Act; Hazardous Substances Account Act; or other applicable law.
7. METHOD OF PAYMENT. After the disbursement requirements in Paragraph 4 "Basic Conditions" are met, the State will disburse the whole or portions of the State funding to the Grantee, following receipt from the Grantee via US mail or Express mail delivery of a "wet signature" invoice, or an electronic invoice certified and transmitted via DocuSign for costs incurred, and timely Quarterly Progress Reports as required by Paragraph 11, "Submission of Reports." Payment will be made no more frequently than quarterly, in

arrears, upon receipt of an invoice bearing the Funding Agreement number. State will notify the Grantee, in a timely manner, whenever, upon review of an Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Grantee shall include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.
- B. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:
  - i. Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
  - ii. Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B, "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).
  - iii. One set of sufficient evidence (i.e., receipts, copies of checks, personnel hours' summary table, time sheets) shall be provided for all costs included in the invoice.
  - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Funding Amount".
  - v. Original signature of the Grantee's Project Representative and date. Submit an electronic invoice, certified and transmitted via DocuSign electronic/digital signature, from authorized representative to the Project Manager or the original "wet signature" copy of the invoice form to the following address: 3310 El Camino Ave., Room 200, Sacramento, CA 95821.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Funding Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible. Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Funding Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 115, 470, 487-489.)

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

funds under this Funding Agreement and the Funding Agreement shall no longer be binding on either party.

9. DEFAULT PROVISIONS. The Grantee will be in default under this Funding Agreement if any of the following occur:
- A. Substantial breaches of this Funding Agreement, or any supplement or amendment to it, or any other agreement between the Grantee and the State evidencing or securing Grantee's obligations.
  - B. Making any false warranty, representation, or statement with respect to this Funding Agreement or the application filed to obtain this Funding Agreement.
  - C. Failure to operate or maintain project in accordance with this Funding Agreement.
  - D. Failure to make any remittance required by this Funding Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.5.
  - E. Failure to submit timely progress reports.
  - F. Failure to routinely invoice the State.
  - G. Failure to meet any of the requirements set forth in Paragraph 10, "Continuing Eligibility."

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

- A. Declare the funding be immediately repaid, with interest, which shall be equal to the State of California general obligation bond interest rate in effect at the time of the default.
- B. Terminate any obligation to make future payments to the Grantee.
- C. Terminate the Funding Agreement.
- D. Take any other action that it deems necessary to protect its interests.

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

10. CONTINUING ELIGIBILITY. The Grantee must meet the following ongoing requirement(s) to remain eligible to receive State funds:
- A. If the Grantee diverting surface water, the Grantee must maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et seq.
  - B. If applicable, maintain compliance with the Urban Water Management Planning Act (Wat. Code, § 10610 et seq.).
  - C. If applicable, maintain compliance with Sustainable Water Use and Demand Reduction requirements outlined in Water Code section 10608, et seq.
  - D. On March 4, 2022, the Governor issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. The EO may be found at: <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under State law. The EO directs DWR to terminate funding agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that the Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Funding Agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee

at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

11. **SUBMISSION OF REPORTS.** The submittal and approval of all reports is a requirement for the successful completion of this Funding Agreement. Reports shall meet generally accepted professional standards for technical reporting. If requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of reports. The reports shall be presented in the formats described in the applicable portion of Exhibit F. The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State of the Project Completion Report is a requirement for the release of any funds retained for such project.
  - A. **Quarterly Progress Reports:** Grantee shall submit Quarterly Progress Reports to meet the State's requirement for disbursement of funds. Quarterly Progress Reports shall, in part, provide a brief description of the work performed, Grantee's activities, milestones achieved, any accomplishments, and any problems encountered in the performance of the work under this Funding Agreement during the reporting period. The first Quarterly Progress Report should be submitted to the State no later than the first full quarter after the execution of this Funding Agreement with future reports then due on successive three-month increments based on the invoicing schedule and this date.
  - B. **Project Completion (Final) Report:** Upon project completion or termination, the Grantee shall submit a "Final Report," describing project activities, and a "Final Financial Report," summarizing expenditures, for the State's review and comment. The Final Report and Final Financial Report shall both be submitted within ninety (90) days of the project completion or termination. The Final Report shall include, in part, a description of actual work done, any changes or amendments to the Project, and copies of any final documents or reports generated or utilized during the Project. If applicable, the report may also include photographs of pre-project conditions and of the work completed. The Final Financial Report documenting total project expenditures shall be submitted by the Grantee at the same time as the Final Report.
  - C. For any construction activity undertaken pursuant to and funded by this Funding Agreement, upon completion of the project the Grantee shall provide for a final inspection and a written certification by a California Registered Civil Engineer that the project has been completed in accordance with final plans and specifications and any modifications thereto. Such certification shall be submitted to the State. The Grantee shall keep on file, for the useful life of the project, as-built plans and specifications for the project. Such documents shall be made available for inspection by the State upon reasonable notice
12. **OPERATION AND MAINTENANCE OF PROJECT.** For the useful life of construction and implementation projects and in consideration of the funding made by the State, the Grantee agrees to ensure or cause to be performed the commencement and continued operation of the Project, and shall ensure or cause the Project to be operated in an efficient and economical manner; shall ensure all repairs, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. The Grantee or their successors may, with the written approval of the State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Funding Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses; and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of the Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of the State, be considered a breach of this Funding Agreement and may be treated as default under Paragraph 9, "Default Provisions."
13. **MAINTENANCE PLAN REQUIREMENTS.** A Maintenance Plan shall be submitted to the State prior to disbursement of State funds. Follow the guidance provided in Exhibit J, "Project Maintenance Plan Guidance".

14. NOTIFICATION OF STATE. The Grantee shall promptly notify the State, in writing, of the following items:
- A. Events or proposed changes that could affect the scope, budget, schedule, or work performed under this Funding Agreement. The Grantee agrees that no substantial change in the scope of the Project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
  - B. Any public or media event publicizing the accomplishments and/or results of this Funding Agreement and provide the opportunity for attendance and participation by State’s representatives. The Grantee shall make such notification at least 14 calendar days prior to the event.
  - C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.
  - D. The initiation of any litigation or the threat of litigation against the Grantee regarding the Project or that may affect the Project in any way.

15. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Funding Agreement shall be in writing. Notices may be transmitted by any of the following means:
- A. By delivery in person.
  - B. By certified U.S. mail, return receipt requested, postage prepaid.
  - C. By “overnight” delivery service provided that next-business-day delivery is requested by the sender.
  - D. By electronic means.
  - E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the below addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

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

Department of Water Resources  
 Sean de Guzman, Manager  
 Flood Operations Section  
 3310 El Camino Ave., Room 200  
 Sacramento, CA 95821  
 (916) 885-8993  
 sean.deguzman@water.ca.gov

Agency Name  
 Agency Representative, Title  
 Organizational Unit  
 Address  
 Address  
 (XXX) XXX-XXX  
 email address

Direct all inquiries to the Grant Manager:

Department of Water Resources  
 Yuriy Pishtoy, Water Resources Engineer  
 Regional Flood Preparedness Unit  
 3310 El Camino Ave, Room 200  
 Sacramento, CA 95821  
 (916) 820-7684  
 yuriy.pishtoy@water.ca.gov

Agency Name  
 Grant Manager, Title  
 Organizational Unit  
 Address  
 Address  
 (XXX) XXX-XXX  
 email address

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

17. STANDARD PROVISIONS. This Funding Agreement is complete and is the final agreement between the parties. The following Exhibits are attached and made a part of this Funding Agreement by this reference:

- Exhibit A – Work Plan
- Exhibit B – Budget
- Exhibit C – Schedule
- Exhibit D – Standard Conditions
- Exhibit E – Authorizing Resolution
- Exhibit F – Report Formats and Requirements
- Exhibit G – State Audit Document Requirements for the Grantee
- Exhibit H – Project Location and Participating Agencies
- Exhibit I – Project Maintenance Plan Guidance

IN WITNESS HEREOF, the parties hereto have executed this Funding Agreement.

STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES

Fresno County]

\_\_\_\_\_  
Jeremy Hill, Manager  
Hydrology and Flood Operations Branch

\_\_\_\_\_  
[Nathan Magsig],  
[Chairman of the Board of Supervisors of the  
County of Fresno ]

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Legal Form  
and Sufficiency

Approved as to Legal Form  
and Sufficiency

\_\_\_\_\_  
Robin Brewer  
Assistant General Counsel

\_\_\_\_\_  
[Name],  
[Title i.e. Legal Counsel]

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**  
**WORK PLAN**

**PROJECT 1: Fresno County Emergency and Flood Operations Center**  
**IMPLEMENTING AGENCY: Fresno County**

**PROJECT DESCRIPTION:** Fresno County plans to utilize directed funds to purchase equipment to outfit a continuously operational Emergency Operations Center (EOC), enabling swift activation whenever necessary. Fresno County, like many regions, faces the recurring threat of floods, which pose severe risks to public safety, infrastructure, and the overall well-being of its residents. By investing in specialized equipment for the EOC it ensures that Fresno County emergency responders and decision-makers have the tools they need to coordinate efforts and respond promptly to various situations. For this reason, Fresno County will use the directed funds provided to include, but not limited the purchase of: audio/visual equipment, tables, chairs, desks, and computer equipment. The cost of equipment installation will also be funded with the allocated funds.

**Budget Category (a): Project Administration**

Task 1: Project Management

Manage Funding Agreement including compliance with grant requirements, and preparation and submission of amendments and supporting grant documents. Prepare invoices including relevant supporting documentation for submittal to DWR. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

**Deliverables:**

- Invoices and associated backup documentation.

Task 2: Reporting

The Grantee will be responsible for compiling quarterly progress reports detailing work completed during the reporting period for submittal to DWR and retain consultants as needed to prepare and submit progress reports and the final project completion report. Prepare a Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. Reports will meet generally accepted professional standards for technical reporting and the requirements and terms of the contract with DWR outlined in Exhibit F of this Funding Agreement.

**Deliverables:**

- Quarterly Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit" per Standard Condition D.2

**Budget Category (b): Planning / Coordination / Communication**

No task included in this Budget Category

**Budget Category (c): Training / Exercises**

No task included in this Budget Category

**Budget Category (d): Facilities / Equipment / Supplies**

Task 3: EOC Equipment

This task will include but not limited to purchase audio/visual equipment, tables, chairs, desks, and computer equipment of microphone kit such as four port USB 3.0 Hub, Bulk installation materials, cabling, hardware, Samsung Commercial 4k UHD Displays (55" and 65"), Micro- Adjustable Tilt Wall Display Mount, Four Input 4k/60 Scaler, MediaLink Plus Controller, The cost of equipment installation will also be funded with the allocated funds.



**Deliverables:**

- Vendor invoices and delivery receipt.
- List of office equipment, furniture type and quantities
- Photographic documentation of purchased items.
- Map of EOC Location
- EOC Location with Latitude and Longitude coordinates

**PROJECT 2: Tulare County Communication Equipment  
IMPLEMENTING AGENCY: Tulare County**

**PROJECT DESCRIPTION:** The Directed Funds will also be utilized to purchase and update outdated communications equipment to include but not limited to microphones, cameras to ensure the Emergency Operations Center (EOC) can communicate with jurisdictions within the operational area as well as with the incident command posts as needed to ensure that all efforts are coordinated promptly and efficiently to preserve life and property. Additionally, the Directed funds will be used to purchase, utility task vehicle, TV monitor, tables and chairs for the existing EOC, which will accommodate the personnel responding to major incidents, such as floods.

**Budget Category (a): Project Administration**

Task 1: Project Management

Manage Funding Agreement including compliance with grant requirements, and preparation and submission of amendments and supporting grant documents. Prepare invoices including relevant supporting documentation for submittal to DWR. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

**Deliverables:**

- Invoices and associated backup documentation.

Task 2: Reporting

The Grantee will be responsible for compiling quarterly progress reports detailing work completed during the reporting period for submittal to DWR and retain consultants as needed to prepare and submit progress reports and the final project completion report. Prepare a Project Completion Report and submit it to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. Reports will meet generally accepted professional standards for technical reporting and the requirements and terms of the contract with DWR outlined in Exhibit F of this Funding Agreement.

**Deliverables:**

- Quarterly Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit" per Standard Condition D.2

**Budget Category (b): Planning / Coordination / Communication**

No task included in this Budget Category

**Budget Category (c): Training / Exercises**

No task included in this Budget Category

**Budget Category (d): Facilities / Equipment / Supplies**

Task 3: EOC Equipment

This task will include but not limited to purchase of Serban Sound & Communication, interactive TV monitor with a Creston soundbar with video camera conferencing capabilities, Ranger Crew XP 1000 North star Edition Ultimate utility task vehicle (UTV) , office products such as tables and chairs for the EOC.

**Deliverables:**

- Vendor invoices and delivery receipt.
- List of office equipment, furniture type and quantities
- Photographic documentation of purchased items.
- Map of EOC Location and Map of Storage location site of equipment
- EOC Location and Storage location site of equipment with Latitude and Longitude coordinates
- 

**PROJECT 3: Kings County Flood Fighting Response**  
**IMPLEMENTING AGENCY: Kings County**

**PROJECT DESCRIPTION:** The purpose of this Project is to address the pressing need for robust flood preparedness measures in Kings County by procuring local flood emergency response plans, creating evacuation maps for flood-prone areas, and implementing physical infrastructure enhancements along the Kings River. The project aims to safeguard lives, property, and critical infrastructure from the devastating impacts of flooding. The Kings County will also purchase flood find materials that will include but not limited to rock slope protection and muscle wall to protect critical infrastructure along Kings river and Tiger Dam.

**Budget Category (a): Project Administration**

Task 1: Project Management

Manage Funding Agreement including compliance with grant requirements, and preparation and submission of amendments and supporting grant documents. Prepare invoices including relevant supporting documentation for submittal to DWR. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

**Deliverables:**

- Invoices and associated backup documentation.

Task 2: Reporting

The Grantee will be responsible for compiling quarterly progress reports detailing work completed during the reporting period for submittal to DWR and retain consultants as needed to prepare and submit progress reports and the final project completion report. Prepare a Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. Reports will meet generally accepted professional standards for technical reporting and the requirements and terms of the contract with DWR outlined in Exhibit F of this Funding Agreement.

**Deliverables:**

- Quarterly Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit" per Standard Condition D.2

**Budget Category (b): Planning / Coordination / Communication**

Task 3: Local Flood Emergency Plans and Maps Development

Create a Flood Emergency Response Plans for flood hazards in Kings County in accordance with FEMA flood map for Kings County. Also, King County will develop a map, which will reflect the evacuation routes for the flood prone areas in Kings County.

**Deliverables:**

- Electronic Copy of Flood Emergency Plans Flood Emergency Maps

**Budget Category (c): Training / Exercises**

No task included in this Budget Category **Budget Category (d): Facilities / Equipment / Supplies**

#### Task 4: Flood Fight Materials

Kings County will acquire materials to place at strategic locations along the Kings County side of the Kings River to facilitate rapid deployment in the event of a breach. The material that is acquired will be stockpiled on Kings County property at Elgin near Army Weir for use in future needs. Materials to be purchased include but not limited to; rock slope protection (riprap) and muscle wall.

This task will include but not limited to purchase of the Rip rap to place at strategic locations along the Kings County side of the Kings River. This will facilitate rapid deployment in the event of a breach

##### **Deliverables:**

- Inventory list of material type and quantities
- Photographic documentation of materials.
- Map of storage Location(s) of materials
- Site Location(s) with Latitude and Longitude coordinates

#### **PROJECT 4: Kern Flood Response Tabletop Exercise**

**IMPLEMENTING AGENCY:** Kern County

**PROJECT DESCRIPTION:** Grant funds will be used to obtain, through a competitive bidding process, consulting assistance for the County. The consultant will serve as a facilitator to guide the design, development, and delivery of a tabletop exercise with an emphasis on flooding emergency response at the local level. In accordance with Homeland Security Exercise and Evaluation (HSEEP) standards, the tabletop exercise will be developed to provide the opportunity for multiple Kern County Operational Area municipalities and stakeholders to participate in a simulated emergency environment to further discuss their current flooding response capabilities, identify gaps, and create plans of improvement, while simultaneously testing FEMA's core capabilities that are relevant to the mission areas of flood emergency response.

##### **Budget Category (a): Project Administration**

###### Task 1: Project Management

Manage Funding Agreement including compliance with grant requirements, and preparation and submission of amendments and supporting grant documents. Prepare invoices including relevant supporting documentation for submittal to DWR. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

##### **Deliverables:**

- Invoices and associated backup documentation.

###### Task 2: Reporting

The Grantee will be responsible for compiling quarterly progress reports detailing work completed during the reporting period for submittal to DWR and retain consultants as needed to prepare and submit progress reports and the final project completion report. Prepare a Project Completion Report and submit it to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. Reports will meet generally accepted professional standards for technical reporting and the requirements and terms of the contract with DWR outlined in Exhibit F of this Funding Agreement.

##### **Deliverables:**

- Quarterly Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit" per Standard Condition D.2

##### **Budget Category (b): Planning / Coordination / Communication**

No task included in this Budget Category

**Budget Category (c): Training / Exercises**

Task 3: Tabletop Exercise

The focus of the tabletop exercise to be designed, developed, and delivered with the assistance of a procured consultant will be a flood related disaster/emergency. Local municipalities and stakeholders and DWR will be invited to be active participants, evaluators, and observers in the exercise, so that those that serve with emergency management responsibilities within their departments remain tested and encouraged to discuss their roles in response, as it pertains to the discussion-based exercise. Ultimately, the objective of this tabletop exercise is to provide the opportunity for participating jurisdictions and agencies to test and discuss their emergency response in coordination with other entities, resulting in action plans for continued improvement.

**Deliverables:**

- Exercise overview and/or players handbook
- Exercise sign in sheet and/or participant list
- Exercise after action report

**Budget Category (d): Facilities / Equipment / Supplies**

No task included in this Budget Category

**EXHIBIT B  
BUDGET**

[Budget Tables provide examples as an outline of the format that may be submitted for this grant program. The budget shall be consistent with the work plan and schedule.]

**PROJECT 1: Fresno County Emergency and Flood Operations Center Equipment**

Implementing Agency: Fresno County

<b>BUDGET CATEGORY</b>	<b>Grant Amount</b>	<b>Other Cost *</b>	<b>Total Cost</b>
(a) Project Administration	\$0	\$25,000	<b>\$25,000</b>
(b) Planning / Coordination / Communication	\$0	\$0	<b>\$0</b>
(c) Training / Exercises	\$0	\$0	<b>\$0</b>
(d) Facilities / Equipment / Supplies	\$171,000	\$0	<b>\$171,000</b>
<b>TOTAL COSTS</b>	<b>\$171,000</b>	<b>\$25,000</b>	<b>\$196,000</b>

**NOTES:**

Eligible costs for each Budget Category will only be approved for reimbursement for the work completed within the date ranges listed in Exhibit C.

\*Project Administration will come from the Fresno County Department of Public Health's Health Realignment budget.

**PROJECT 2: Tulare County Communication Equipment**

Implementing Agency: Tulare County

<b>BUDGET CATEGORY</b>	<b>Grant Amount</b>	<b>Other Cost *</b>	<b>Total Cost</b>
(a) Project Administration	\$0	\$0	<b>\$0</b>
(b) Planning / Coordination / Communication	\$0	\$0	<b>\$0</b>
(c) Training / Exercises	\$0	\$0	<b>\$0</b>
(d) Facilities / Equipment / Supplies	\$147,000	\$118,804	<b>\$265,804</b>
<b>TOTAL COSTS</b>	<b>\$147,000</b>	<b>\$118,804</b>	<b>\$265,804</b>

**NOTES:**

Eligible costs for each Budget Category will only be approved for reimbursement for the work completed within the date ranges listed in Exhibit C.

\*American Rescue Plan Act Funds.

**PROJECT 3: Kings County Flood Fighting Response**

Implementing Agency: Kings County

<b>BUDGET CATEGORY</b>	<b>Grant Amount</b>	<b>Other Cost *</b>	<b>Total Cost</b>
(a) Project Administration	\$0	\$0	<b>\$0</b>
(b) Planning / Coordination / Communication	\$92,000	\$0	<b>\$92,000</b>
(c) Training / Exercises	\$0	\$0	<b>\$0</b>
(d) Facilities / Equipment / Supplies	\$55,000	\$0	<b>\$55,000</b>
<b>TOTAL COSTS</b>	<b>\$147,000</b>	<b>\$0</b>	<b>\$147,000</b>

**NOTES:**

Eligible costs for each Budget Category will only be approved for reimbursement for the work completed within the date ranges listed in Exhibit C.

\*List sources of Other Cost, including other State Fund Sources.

**PROJECT 4 3: Kern Flood Response Tabletop Exercise**

Implementing Agency: Kern County

<b>BUDGET CATEGORY</b>	<b>Grant Amount</b>	<b>Other Cost *</b>	<b>Total Cost</b>
(a) Project Administration	\$0	\$0	<b>\$0</b>
(b) Planning / Coordination / Communication	\$0	\$0	<b>\$0</b>
(c) Training / Exercises	\$35,000	\$0	<b>\$35,000</b>
(d) Facilities / Equipment / Supplies	\$0	\$0	<b>\$0</b>
<b>TOTAL COSTS</b>	<b>\$35,000</b>	<b>\$0</b>	<b>\$35,000</b>

**NOTES:**

Eligible costs for each Budget Category will only be approved for reimbursement for the work completed within the date ranges listed in Exhibit C.

\*Kern County intends to use the awarded grant funds to be used for our RFP competitive bidding process of a consultant. There will be no management cost reimbursement request, as time spent on the Project Administration (budget category A), is a part of Kern OES personnel salary.



**EXHIBIT C  
SCHEDULE**

**PROJECT 1: Fresno County Emergency and Flood Operations Center Equipment**

<b>BUDGET CATEGORY</b>	<b>Start Date</b>	<b>End Date</b>
(a) Project Administration	01/01/2025	07/01/2026
(b) Planning / Coordination / Communication	-	-
(c) Training / Exercises	-	-
(d) Facilities / Equipment / Supplies	01/01/2025	07/01/2026

**PROJECT 2: Tulare County Communication Equipment**

<b>BUDGET CATEGORY</b>	<b>Start Date</b>	<b>End Date</b>
(a) Project Administration	-	-
(b) Planning / Coordination / Communication	-	-
(c) Training / Exercises	-	-
(d) Facilities / Equipment / Supplies	01/01/2025	07/01/2026

**PROJECT 3: Kings County Flood Fighting Response**

<b>BUDGET CATEGORY</b>	<b>Start Date</b>	<b>End Date</b>
(a) Project Administration	-	-
(b) Planning / Coordination / Communication	01/01/2025	07/01/2026
(c) Training / Exercises	-	-
(d) Facilities / Equipment / Supplies	01/01/2025	07/01/2026

**PROJECT 4: Kern Flood Response Tabletop Exercise**

<b>BUDGET CATEGORY</b>	<b>Start Date</b>	<b>End Date</b>
(a) Project Administration	-	-
(b) Planning / Coordination / Communication	-	-
(c) Training / Exercises	01/01/2025	07/01/2026
(d) Facilities / Equipment / Supplies	-	-

**EXHIBIT D**  
**STANDARD CONDITIONS**

**D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:**

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

**D.2. ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE:** 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 Funding 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 Proposition 1, Water Quality, Supply, and Infrastructure Improvement Act of 2014 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 Funding Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2. Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2. State shall have no obligation to agree to an amendment.

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

**D.5. AUDITS:** State reserves the right to conduct an audit at any time between the execution of this Funding Agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Grantee to conduct a final audit to State's specifications, at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Funding Agreement, and State may elect to pursue any remedies provided in Paragraph 9 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 Funding Agreement with respect of all matters connected with this Funding Agreement, including but not limited to, the cost of administering this Funding Agreement. All records of 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. (Wat. Code, § 79708, subd. (b).)

- D.6. **BUDGET CONTINGENCY:** If the Budget Act of the current year covered under this Funding Agreement does not appropriate sufficient funds for this program, this Funding Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Funding Agreement. In this event, State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Funding Agreement and Grantee shall not be obligated to perform any provisions of this Funding Agreement. Nothing in this Funding Agreement shall be construed to provide Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Funding 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 Funding Agreement with no liability occurring to State, or offer a Funding Agreement amendment to Grantee to reflect the reduced amount.
- D.7. **CALIFORNIA CONSERVATION CORPS:** 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 Funding 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 State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 11.
- D.9. **CHILD SUPPORT COMPLIANCE ACT:** The Grantee acknowledges in accordance with Public Contract Code section 7110, that:
- A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
  - B. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.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. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
- D.11. **COMPETITIVE BIDDING AND PROCUREMENTS:** Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by State under this Funding 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: 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 Funding 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 a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.14. DELIVERY OF INFORMATION, REPORTS, AND DATA: Grantee agrees to expeditiously provide throughout the term of this Funding Agreement, such reports, data, information, and certifications as may be reasonably required by State.
- D.15. DISPOSITION OF EQUIPMENT: Grantee shall provide to State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.
- D.16. DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance: By signing this Funding Agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (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. 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 Funding Agreement:
- i. Will receive a copy of Grantee's drug-free policy statement, and
  - ii. Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.
- D.17. **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 Project Exhibit B (Budget) and Exhibit C (Schedule).
  - B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Funding Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for 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 Funding 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 Funding Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Grantee shall provide copies of permits and approvals to 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 State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Agreement.
  - H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this 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.18. **GOVERNING LAW:** This Funding Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.19. **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.20. **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 levee rehabilitation measures for 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.21. INDEPENDENT CAPACITY: The Grantee, and the agents and employees of the Grantee, in the performance of the Funding Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.22. 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 Funding 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 Funding Agreement. Failure or refusal by the Grantee to comply with this provision shall be considered a breach of this Funding Agreement, and the State may withhold disbursements to the Grantee or take any other action it deems necessary to protect its interests.
- D.23. 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 Funding 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 Funding Agreement with the State.
- D.24. 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>. A Labor Compliance Program (LCP) is not required for this Agreement. 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.25. 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 Funding 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 Funding Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Funding 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.26. NONDISCRIMINATION: During the performance of this Funding Agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital/domestic partner status, gender identity, and denial of medial and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the 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. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

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

- D.27. OPINIONS AND DETERMINATIONS: Where the terms of this Funding 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.28. 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. (Civ. Code, § 9550, et seq.; Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
- D.29. PRIORITY HIRING CONSIDERATIONS: If this Funding Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Funding Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.
- D.30. PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION: The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with Grantee's service of water, without prior permission of State. Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee meet its obligations under this Funding Agreement, without prior written permission of the State. The State may require that the proceeds from the disposition of any real or personal property be remitted to the State.
- D.31. 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.32. 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 Funding Agreement.
- D.33. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Funding 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.34. RETENTION: The State shall withhold ten percent (10%) of the funds requested by the Grantee for reimbursement of Eligible Project Costs until the Project is completed and Final Report is approved. Any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest, upon completion of the Project.
- D.35. 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 Funding 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 Funding 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.36. SEVERABILITY: Should any portion of this Funding Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Funding Agreement shall continue as modified.



- D.37. SUSPENSION OF PAYMENTS: This Funding Agreement may be subject to suspension of payments or termination, or both if the State determines that:
- A. Grantee, its contractors, or subcontractors have made a false certification, or
  - B. Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Funding Agreement.
- D.38. SUCCESSORS AND ASSIGNS: This Funding Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Funding Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.39. TERMINATION BY GRANTEE: Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, Grantee must provide a reason(s) for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date.
- D.40. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 9, the State may terminate this Funding Agreement and be relieved of any payments should Grantee fail to perform the requirements of this Funding Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 9.
- D.41. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days' advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.42. 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.43. TIMELINESS: Time is of the essence in this Funding Agreement.
- D.44. TRAVEL: Travel includes the reasonable and necessary costs of transportation and other associated costs incurred by personnel during the term of this Funding Agreement. Any reimbursement for necessary travel shall be at rates not to exceed those set by the California Department of Human Resources for excluded employees. These rates may be found at: <https://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 the State of California shall be reimbursed unless prior written authorization is obtained from the State.
- D.45. UNION ORGANIZING: The Grantee, by signing this Funding Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Funding Agreement. Furthermore, the Grantee, by signing this Funding Agreement, hereby certifies that:
- A. No State funds disbursed by this Funding Agreement will be used to assist, promote, or deter union organizing.
  - B. The Grantee shall account for the State funds disbursed for a specific expenditure by this Funding Agreement to show those funds were allocated to that expenditure.
  - C. The Grantee shall, where the 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.46. 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.47. WAIVER OF RIGHTS: None of the provisions of this Funding 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 Funding Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Funding 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**

*In addition to the various legal requirements and naming of a designated representative, the resolution should address the applicant's consent to the use of e-signatures.*

## EXHIBIT F

### REPORT FORMATS AND REQUIREMENTS

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

**PROGRESS REPORTS:** Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information. Discuss the following at the task level, as organized in Exhibit A:

- Percent complete (by work)
- Discussion of work accomplished during the reporting period.
- Milestones or deliverables completed/submitted during the reporting period.
- Meetings held or attended.
- Scheduling concerns and issues encountered that may delay completion of the task.
- Budget projections for grant share for the next two quarters

Discuss the following at the project level, as organized in Exhibit A:

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

**PROJECT COMPLETION REPORT:** The Project Completion Report shall generally use the following format provided below for the Project after completion.

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

- Brief description of work proposed to be done in the original Grant application.
- List any official amendments to this Funding Agreement, with a short description of the amendment.
- Benefits derived from the Project, with quantification of such benefits provided.

**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 Exhibit A
- 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

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

- Record 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**

- If applicable, Certification from a California Registered Professional Civil Engineer consistent with Exhibit D, that the project was conducted in accordance with the approved Work Plan in Exhibit A.

## EXHIBIT G

### STATE AUDIT DOCUMENT REQUIREMENTS FOR THE GRANTEE

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

#### **State Audit Document Requirements**

##### Internal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
2. Written internal procedures and flowcharts for the following:

- a) Receipts and deposits
  - b) Disbursements
  - c) State reimbursement requests
  - d) Expenditure tracking of State funds
  - e) Guidelines, policy, and procedures on State funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
  4. Prior audit reports on the State funded Program/Project.

State Funding:

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

Contracts:

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

Invoices:

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

Cash Documents:

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

Accounting Records:

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

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

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

Project Files:

1. All supporting documentation maintained in the project files and all related correspondence.

**EXHIBIT H**  
**PROJECT LOCATION AND PARTICIPATING AGENCIES**

The Grantee and the participating agencies for the Project are identified below:

**Agency Designation**

**Sponsored Project 1:** Fresno County Emergency and Flood Operations Center

**Sponsor Agency:** Fresno County Public Health Department

**Agency Address:** 1221 Fulton St, Fresno, CA 93721

**Project Location:** 333 W Pontiac Way, Clovis, CA 93612

**Agency Designation**

**Sponsored Project 2:** Tulare County Communication Equipment

**Sponsor Agency:** Tulare County Office of Emergency Services

**Agency Address:** 835 S. Akers Rd, Visalia, CA 93291

**Project Location:** 5957 S. Mooney Blvd, Visalia, CA 93277



### Agency Designation

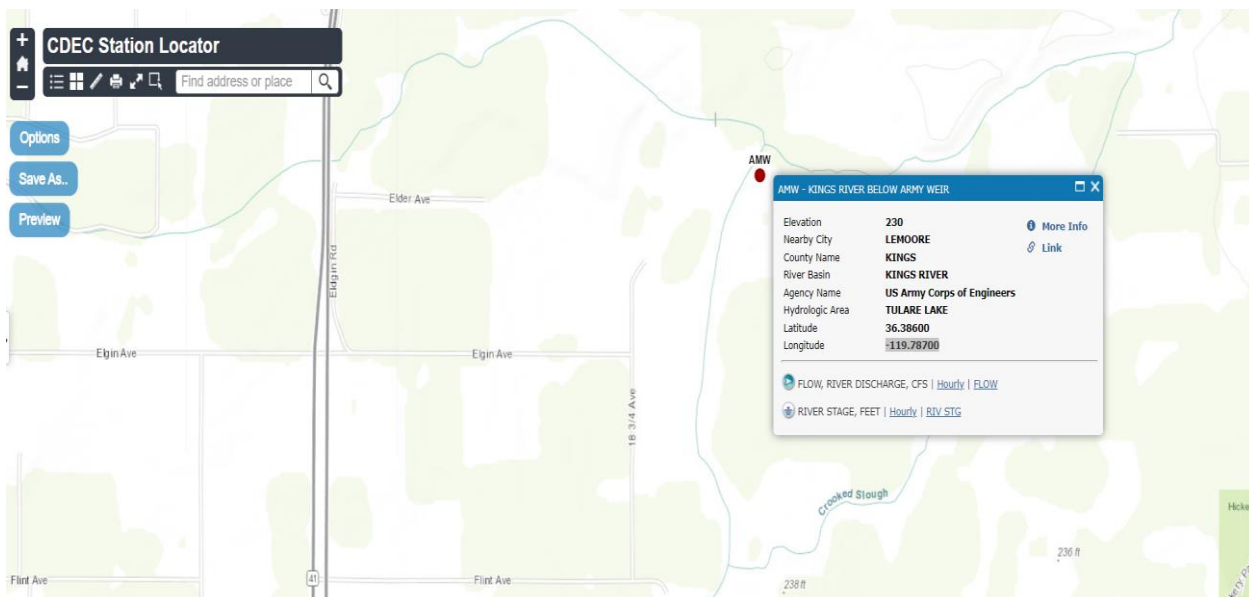
**Sponsored Project 3:** Kings County Flood Fighting Response  
**Sponsor Agency:** Kings County Office of Emergency Services  
**Agency Address:** 280 Campus Dr, Hanford, CA 93230

**Sponsor Agency:** Kings County Office of Emergency Services  
**Project Location:** Emergency Response Plan – 280 Campus Dr, Hanford, CA 93230  
**Participating Agencies:** Sheriff's Department, Municipalities PD, Fire, Human Services

**Sponsor Agency:** Kings County Office of Emergency Services  
**Project Location:** Evacuation Map - 280 Campus Dr, Hanford, CA 93230  
**Participating Agencies:** Sheriff's Department, Municipalities PD, Fire

**Sponsor Agency:** Kings County Office of Emergency Services  
**Project Location:** Rip Rap - Lemoore, California (36.38600, -119.78700)  
**Participating Agencies:** Kings River Conservation District

**Sponsor Agency:** Kings County Office of Emergency Services  
**Project Location:** Tiger Dam - Lemoore, California (36.38600, -119.78700)  
**Participating Agencies:** Kings River Conservation District



**Agency Designation**

**Sponsored Project 4:** Kern Flood Response Tabletop Exercise

**Sponsor Agency:** Kern County Office of Emergency Services

**Agency Address:** 2601 Panorama Dr. Bldg B. Bakersfield CA 93306

**Project Location:** 2601 Panorama Dr. Bldg B. Bakersfield CA 93306

## EXHIBIT I

### PROJECT MAINTENANCE PLAN GUIDANCE

The Department of Water Resources is not responsible for the funding or execution of any scheduled maintenance, emergency repair activities, or product updates related to equipment, plans, maps, or committees purchased, created, and/or updated under this grant project.

#### Project 1: Fresno County Emergency and Flood Operation Center

##### Introduction

The equipment purchased will be stored at the Fresno County EOC, located at 333 W Pontiac Way, Clovis, CA 93612. This center serves as a central meeting point where essential emergency management personnel and agencies gather to coordinate their efforts, ensuring a more efficient and organized response to flooding emergencies and disasters. The equipment acquired for the EOC will not require regular maintenance. The costs for any necessary maintenance due to wear and tear will be covered by the Fresno County Public Health Department's 1991 and 2011 Health Realignment funding.

##### Resources & Procedure for Maintenance Plan

- A. County ISD/ Facilities covers all equipment maintenance.
- B. N/A
- C. N/A

##### Funding

- A. N/A
- B. N/A

## **Project 2: Tulare County Communication Equipment**

### **Introduction**

The Tulare County Emergency Operation Center, 835 S. Akers Road, Visalia CA 93291 will serve as a centralized location where key emergency management personnel and agencies can come together to coordinate their efforts. The equipment purchased to outfit the EOC will not require regular maintenance. The cost for normal wear and tear maintenance will be funded through Tulare County general fund. The flood fight equipment will be utilized by the Tulare County Fire Department and will be maintained by the department moving forward.

### **Resources & Procedure for Maintenance Plan**

- D. County ISD/ Facilities covers all equipment maintenance.
- E. N/A
- F. N/A

### **Funding**

- C. N/A
- D. N/A

### **Project 3: Kings County Flood Fighting Response**

#### **Introduction**

Grant funding will be allocated towards addressing the urgent requirement for effective flood preparedness initiatives in Kings County. This will involve acquiring localized flood emergency response plans, developing evacuation maps tailored for flood-prone zones, and executing upgrades to physical infrastructure along the Kings River. The primary goal of this project is to protect lives, safeguard property, and fortify critical infrastructure against the destructive effects of flooding. This project will not require maintenance.

#### **Resources & Procedure for Maintenance Plan**

- G. N/A
- H. N/A
- I. N/A

#### **Funding**

- E. N/A
- F. N/A

## **Project 4: Kern Flood Response Tabletop Exercise**

### **Introduction**

The *Kern Flood Response Tabletop Exercise* will be designed, developed, and delivered with the assistance of a procured consultant, so that the opportunity of a simulated emergency environment presents itself to local municipalities and stakeholders, testing current flood response capabilities in accordance with HSEEP standards. Outreach to the local municipalities and stakeholders will occur, soliciting active participants, evaluators, and observers. With the assistance of the consultant, the exercise overview, player's handbooks, after action reports and other tabletop exercise documents will be created as deliverables. Allowing those that have emergency management responsibilities during an emergency or disaster to evaluate their response in a low stress environment, while coordinating with other responding departments and entities, is a major component of real-world emergency management success. A simulated testing environment that assesses communication and coordination between responding agencies and departments can be used to ultimately strengthen this capability. Given the Kern OES Emergency Operations Center is the central hub of emergency management before, during and after a local disaster, this discussion-based exercise will be hosted at this facility.

### **Resources & Procedure for Maintenance Plan**

- J. County ISD/ Facilities covers all equipment maintenance.
- K. N/A
- L. N/A

### **Funding**

- G. N/A
- H. N/A

**Agreement between the County of Fresno and the State of California  
(Department of Water Resources)**

**Name/No.: PROPOSITION 1 ROUND 3 DELTA FLOOD EMERGENCY RESPONSE GRANT  
(State Agreement No. 4600016090)**

Fund/Subclass: 0001/10000  
Organization #: 56204604  
Revenue Account #: 3575

