



**RESOURCE
MANAGEMENT AGENCY
COUNTY OF TULARE
AGENDA ITEM**

BOARD OF SUPERVISORS

- KUYLER CROCKER
District One
- PETE VANDER POEL
District Two
- AMY SHUKLIAN
District Three
- J. STEVEN WORTHLEY
District Four
- MIKE ENNIS
District Five

AGENDA DATE: October 2, 2018

Public Hearing Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Scheduled Public Hearing w/Clerk	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Published Notice Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Advertised Published Notice	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
County Counsel Sign-Off	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
Meet & Confer Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Electronic file(s) has been sent	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
Budget Transfer (Aud 308) attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Personnel Resolution attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s)	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
CONTACT PERSON: Celeste Perez PHONE: (559) 624-7010				

SUBJECT: Amendment to the Countywide Emergency Bottled Water Program Agreement, and related changes to Program

REQUEST(S):

That the Board of Supervisors:

1. Authorize extending the Countywide Emergency Bottled Water Program to enroll new households that are either owner-occupied or tenant-occupied, including those who have not been enrolled in the prior program; and
2. Authorize limiting eligibility for new participants in the Countywide Emergency Bottled Water Program to only those households that can provide written documentation proving that their well is contaminated or dry; and
3. Approve the First Amendment to Agreement No. D1611965 [C/A 965] with the State Water Resources Control Board to incorporate new participant eligibility and other requirements for the Countywide Emergency Bottled Water Program, retroactive to August 7, 2018, through March 31, 2019. This Agreement is retroactive due to State Water Resources Control Board requirement that the amendment be effective as of the date a request for changes was first submitted to the State; and
4. Find that the Board had authority to enter into the proposed amendment to the Agreement as of August 7, 2018, and that it was in the County's best interest to enter into the Agreement on that date; and
5. Authorize and direct the Chairman to enter into and sign the amended funding

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agreement; and

6. Adopt a revised application template for the Countywide Emergency Bottled Water Program, which will include a check box for written proof of a contaminated or dry well.

SUMMARY:

The County initiated the Countywide Emergency Bottled Water Program in 2014 to provide emergency bottled water assistance to households which had contaminated drinking water. Originally, households received up to half a gallon of water per person, per day. The Emergency Bottled Water Program was later expanded to include households affected by the drought. Over the years, this Program has been funded by several grant allocations from the California State Water Resources Control Board (Water Board) through the Cleanup and Abatement Account. To date, the County has received \$5,430,000 in funding for the Program.

During the first three years, the Program's enrollment expanded substantially; at its peak in February 2017, the Program served a population of approximately 1,853 households totaling 8,438 people. In light of the exponential growth in both enrollment and costs associated with the Program, the Water Board required the County to make significant changes to the Program in February 2017, to extend the funding and duration of the Program as long as possible, or until a new funding source could be secured. These changes included reducing water allocations to no more than 50 gallons per household per month, regardless of household size.

In April 2017, your Board approved the following substantial changes to the Bottled Water Program:

- Switched from one gallon 6-packs to 5 one gallon bottles to reduce cost
- Allowed only owner-occupied households to participate in the program
- Owner-occupants must submit proof of home ownership with their applications
- Distributed the revised application to reflect the changes in the program
- No new applications to be accepted

These changes were officially incorporated into the grant agreement with the State Water Resources Control Board (Agreement No. D1611965 [C/A 965]) in September 2017. The Agreement is currently set to expire March 31, 2019.

In July 2018, Resource Management Agency staff was approached by Self-Help Enterprises, Inc. (SHE) to possibly assist households in the unincorporated community of Lindcove whose wells have tested positive for contamination. SHE received grant funding from the Water Board to test private wells, and, where warranted based on testing, is installing Point of Use Filter Devices (POUs) on one faucet in the home. Unfortunately, the contamination existing in Lindcove cannot be eliminated with a POU.

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Because of the rules approved by the Board in April 2017 and included in the current grant funding agreement, staff is unable to allow any new participants into the Countywide Emergency Bottled Water Program. As such, the Lindcove residents are not eligible for emergency bottled water through the current Program unless and until the Board allows for new applications to be received and processed.

Proposed changes to the Emergency Bottled Water Program

Furthermore, because of the rules approved by your Board in April 2017, as well as other factors such as an increasing number of households able to connect to a local water system, participation in the Countywide Emergency Bottled Water Program decreased significantly this past year and a half. As of the date this agenda item was submitted, there are only 195 households participating in the program. (Approximately 40 households were recently removed when they were connected to either the new Monson water system or the City of Porterville's water system).

At the current level of water deliveries, there is sufficient grant funding available (approximately \$1.9 million of the most recent \$2 million award) to serve additional households beyond those currently enrolled in the Program.

Given that the residual impacts of the drought continue to impact certain communities, and that County residents continue to suffer from well contamination, staff is proposing to allow new households in need of clean drinking water to participate in the Program. Staff recommends that these new households could be either tenant or owner occupied as long as they can provide written documentation to prove that their well is either contaminated or dry. These households would not have had to have been enrolled in one of the County's prior bottled water programs.

The approval of this Amendment will allow more households to participate in the Program once the Amendment has been fully executed by all parties. Despite the retroactive amendment date of August 7, 2018, staff will not mail out any new applications or allow new participants until the agreement is fully executed. The Water Board is making this Amendment effective on August 7, 2018 because this was the date RMA staff first requested consideration of the changes from the State Water Board. There will be no retroactive billing associated with this Amendment.

Additionally, staff has requested a potential extension to the current grant term to extend the program from March 31, 2019 to September 30, 2020. This would allow the County's program to run parallel with SHE's POU and well testing program, and allow us to assist those households that have tested positive for contamination that cannot be removed with a POU Device. This extension cannot be guaranteed by the Water Board as it requires a shift of funding sources. Most likely a decision will not be made regarding the extension until January 2019. Should the extension be approved by the Water Board, staff will return to your Board for consideration and approval at that time.

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Regardless of the expiration date of funding for this program, staff will notify all participants at least three months prior to the expiration date that the service will end. Additionally, all participating and future program participants acknowledge that this program can end at any time by checking the applicable box on the program application.

Deviations from County Protocol

This agreement has been approved as to form by County Counsel, but the following terms summarized below (which were included in the original agreement) deviate substantively from the standard County boilerplate, and are highlighted for your Board's consideration:

- RETROACTIVE effective date of August 7, 2018, because SWRCB requires the Grant Amendments to become effective on the date whenever a request for a program change is submitted to the SWRCB.

- GRANT MODIFICATIONS (Exhibit C, #15): The State Water Board has the ability to unilaterally modify Exhibit A, "Scope of Work," so long as it is within the "general scope of work," including changes in the specifications of in the method, manner or time or performance of work.

- RELATED LITIGATION (Exhibit C, #28): The County is essentially agreeing that if it ends up litigating some dispute with the State Water Board or any Regional Water Board, it will nevertheless complete the Project or to repay all grant funds plus interest, regardless of any language in the agreement to the contrary.

- INDEMNIFICATION (Exhibit C, #29): County is agreeing, to the fullest extent permitted by law, to indemnify, defend and hold harmless the State Water Board and the State against any loss or liability arising out of any claim or action brought against the State Water Board and/or the State related to various aspects of the project, including any material omissions or untrue statements that cause liability. County is also agreeing, to the fullest extent permitted by law, to pay and discharge any judgment or award entered or made against the State Water Board and/or the State with respect to any such claim or action (including any settlement, compromise or other voluntary resolution). The indemnification will survive the term of this Agreement.

- TERMINATION (Exhibit C, #30): Only SWRCB has the right to terminate the agreement; County has no contractual right to terminate this Agreement. *In addition to the deviations which were included in the original termination paragraph SWRCB is also proposing to adjust the language in the termination paragraph to clarify that it retains the right to "terminate" the agreement, even after the program period has expired, and to require the County to repay all of the grant funding, if there is a material violation which the County cannot fix within a reasonable time established by the State Water Board.*

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- COUNTY MUST SIGN FIRST

FISCAL IMPACT/FINANCING:

There is No Net County Cost to the General Fund. All costs of the Program, including administrative costs, are expected to be paid out of the grant funding.

LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:

The proposed grant activities will improve the Safety and Security of the communities by promoting an adequate and safe water supply.

ADMINISTRATIVE SIGN-OFF:



Michael Washam
Associate Director



Reed Schenke, P.E.
Director

Cc: County Administrative Office

Attachment(s) Attachment "A" – Revised Program Application
Attachment "B" – Amendment to Funding Agreement

**BEFORE THE BOARD OF SUPERVISORS
COUNTY OF TULARE, STATE OF CALIFORNIA**

IN THE MATTER OF AMENDMENT TO THE) Resolution No. _____
COUNTYWIDE EMERGENCY BOTTLED)
WATER PROGRAM AGREEMENT, AND)
RELATED CHANGES TO PROGRAM)

UPON MOTION OF SUPERVISOR _____, SECONDED BY
SUPERVISOR _____, THE FOLLOWING WAS ADOPTED BY THE BOARD
OF SUPERVISORS, AT AN OFFICIAL MEETING HELD OCTOBER 2, 2018, BY THE
FOLLOWING VOTE:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST: MICHAEL C. SPATA
COUNTY ADMINISTRATIVE OFFICER/
CLERK, BOARD OF SUPERVISORS

BY: _____
Deputy Clerk

* * * * *

1. Authorized extending the Countywide Bottled Water Program to enroll new households that are either owner-occupied or tenant-occupied, including those who have not been enrolled in the prior program; and
2. Authorized limiting eligibility for new participants in the Countywide Emergency Bottled Water Program to only those households that can provide written documentation proving that their well is contaminated or dry; and
3. Approved the First Amendment to Agreement No. D1611965 [C/A 965] with the State Water Resources Control Board to incorporate new participant eligibility and other requirements for the Countywide Emergency Bottled Water Program, retroactive to August 7, 2018. This Agreement is retroactive due to State Water Resources Control Board requirement that the amendment be effective as of the date a request for changes was first submitted to the State.

4. Found that the Board had authority to enter into the proposed amendment to the Agreement as of August 7, 2018, and that it was in the County's best interest to enter into the Agreement on that date.
5. Authorized and directed the Chairman or his designee to enter into and sign the amended funding agreement; and
6. Adopted a revised application template for the Countywide Emergency Bottled Water Program which will include a check box for written proof of a contaminated or dry well.

Attachment “A”

Countywide Bottled Water Project

REVISED PROGRAM APPLICATION

Bottled Water Emergency Assistance Application County of Tulare

To be filled out by Applicant

Status of Applicant: Owner Tenant
Status of Well: Contaminated Dry Not on a well

Name: _____

Physical Address: _____

Mailing Address: _____

Phone Number: _____

Number of Household Members: _____

Confidential Applicant Income Certification

The total gross annual income* for all adult members of household is \$_____.

*Gross annual income must include all sources of income (wages, child support, SSI, unemployment, pension, income from assets, etc.)

I certify that the information given on this form is true and accurate to the best of my knowledge. I am aware that there are penalties for willfully and knowingly giving false information on an application for Federal or State funds, which may include immediate repayment of all Federal or State funds received and/or prosecution under the law. I understand that the information on this form is subject to verification by state or federal personnel as part of compliance monitoring.

Applicant Signature: _____

Applicant Name (print): _____

Date: _____

By checking this box, I acknowledge that this program can end at any time and that I will be responsible for my drinking water needs.

I/we have included written documentation (such as lab results) showing proof that our well is dry or contaminated.

Please return completed application along with a copy of the following documents to Tulare County RMA-Bottled Water, 5961 S. Mooney Blvd, Visalia, CA 93277:

- Written documentation of contaminated or dry well
- If you are a homeowner, please include proof of ownership such as a tax bill, mortgage statement or deed
- If you are a tenant, please include a copy of a bill or other document showing you reside at the address above

Solicitud para Ayuda de Emergencia de Agua Embotellada Condado de Tulare

Para ser completado por el solicitante

Solicitante: Propietario Inquilino

Estado de Pozo: Contaminada Seca No hay conexión a pozo

Nombre: _____

Domicilio: _____

Dirección de correo: _____

Número Telefónico: _____

Número de miembros del hogar: _____

Certificación Confidencial de Ingresos del Solicitante

El total de los Ingresos Anuales en bruto* de todos los adultos dentro del hogar es \$_____.

*El ingreso total debe incluir todas las fuentes de ingresos (salarios, manutención de niños, seguro social, desempleo, pensiones, etc.)

Certifico que la información dada en este formulario es verdadero y correcto a lo mejor de mi conocimiento. Estoy consciente de que existen sanciones por intencionalmente y a sabiendas dar información falsa en una solicitud de fondos federales o estatales, que pueden incluir el pago inmediato de todos los fondos federales o estatales recibidos y/o enjuiciamiento bajo la ley. Entiendo que la información en este formulario está sujeto a verificación por personal estatal o federal como parte de la vigilancia del cumplimiento.

Firma de solicitante: _____

Nombre de solicitante (escrito): _____

Fecha: _____

Al marcar esta casilla, reconozco que este programa podrá terminar en cualquier momento y que seré responsable por mi propia agua.

He / Hemos incluido documentación escrita (como resultados de laboratorio) que demuestran que nuestro pozo está seco o contaminado.

Por favor regrese esta solicitud completada junto con una copia de los siguientes documentos a Tulare County RMA, Bottled Water, 5961 S. Mooney Blvd, Visalia, CA 93277

- Documentación escrita del que pozo está seco o contaminado
- Si usted es el propietario, por favor incluya pruebas de propiedad, como una factura de impuestos, declaración de hipoteca o escritura
- Si usted es el inquilino, por favor incluya una copia de una factura u otro documento que demuestre que usted reside en la dirección mencionada arriba

Attachment “B”

Countywide Bottled Water Project

**Agreement No. D1611965[C/A965]
Amendment 1**

CLEANUP AND ABATEMENT ACCOUNT
GRANT AGREEMENT
BETWEEN THE
STATE WATER RESOURCES CONTROL BOARD, hereinafter called "State" or "State Water Board"
AND

COUNTY OF TULARE, hereinafter called "Grantee"

COUNTY WIDE EMERGENCY BOTTLED WATER PROGRAM, hereinafter called "Project"

AGREEMENT NO. D1611965 [C/A 965]

AMENDMENT 1

This Grant Agreement executed on September 19, 2017, is hereby amended as of August 7, 2018, to revise Exhibit A and C (deletions show as stricken and revisions bold and underlined). Except as noted herein all other terms and conditions shall remain the same.

WHEREAS:

1. The following provision(s) authorize the State Water Board to enter into this type of Grant Agreement:

Water Code, § 13440 et seq.

2. The Grantee has applied for funding from the State Water Pollution Cleanup and Abatement Account (CAA) and has been determined by the State Water Board to be eligible for funding pursuant to California Water Code, Division 7, Chapter 6, Article 3, Section 13440 et seq. This funding shall be used to clean up a waste, abate the effects of a waste on waters of the state, or address an urgent drinking water need. The Grantee may obtain funding for reasonable and necessary Project costs incurred on or after April 4, 2017, WITH ALL WORK TO BE COMPLETED BY MARCH 31, 2019.

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

State Water Board	Grantee: County of Tulare
Name: Mark Magtoto, Grant Manager	Name: Michael Washam, Project Director
Address: 1001 I Street, 17 th Floor	Address: 5961 S. Mooney Boulevard
City, Zip: Sacramento, CA 95814	City, Zip: Visalia, CA 93277
Phone: (916) 341-5481	Phone: (559) 624-7128
Fax: (916) 341-5296	Fax: (559) 730-2653
e-mail: Mark.magtoto@waterboards.ca.gov	e-mail: mwasham@co.tulare.ca.us

- B. Direct all inquiries to:

State Water Board	Grantee: County of Tulare
Section: Division of Financial Assistance	Section:
Attention: Anna Perez, Program Analyst	Name: Sandra Sabin, Grant Contact
Address: 1001 I Street, 17 th Floor	Address: 5961 S. Mooney Boulevard
City, Zip: Sacramento, CA 95814	City, Zip: Visalia, CA 93277
Phone: (916) 341-5979	Phone: (559) 624-7071
Fax: (916) 341-5296	Fax: (559) 730-2653
e-mail: anna.perez@waterboards.ca.gov	e-mail: ssabin@co.tulare.ca.us

Either party may make changes to the information above by giving written notice to the other party. Said changes should not require an amendment to this Grant agreement.

- C. The maximum amount payable under this agreement shall not exceed TWO MILLION DOLLARS (\$2,000,000).

D. In the event the Grantee receives or will receive funds from other sources for work completed under this Grant Agreement, the State Water Board reserves the right to request repayment of funds.

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

- Exhibit A SCOPE OF WORK
- Exhibit B INVOICING, BUDGET DETAIL AND REPORTING PROVISIONS
- Exhibit C GENERAL CONDITIONS
- Exhibit D BOTTLED WATER DISTRIBUTION SUMMARY TRACKING SHEET

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

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

By: _____
Grantee Signature



By: _____
Leslie S. Laudon, Deputy Director
State Water Resources Control Board,
Division of Financial Assistance

Pete Vander Pee J. Steven Worthley
Grantee Typed/Printed Name

Date

Chairman, Board of Supervisors
Title

Date

APPROVED AS TO FORM:
COUNTY COUNSEL
BY: [Signature] 9/24/18
DEPUTY, 20181486

EXHIBIT A
SCOPE OF WORK

BACKGROUND:

The Grantee received a total of three million, four hundred thirty thousand dollars (\$3,430,000) in drinking water funding to establish the Countywide Bottled Water Program (CBWP). The Grantee provides bottled water to disadvantaged households that have contamination in their private water supply wells and expanded the CBWP to include disadvantaged households experiencing a drought-related drinking water emergency.

On February 28, 2017, the Grantee approved significant changes to the CBWP in an effort to reduce costs and increase accountability for enrollees. The Grantee's request for an additional two million dollars (\$2,000,000) was approved by State Water Board Resolution 2017-018.

The funding under this Grant Agreement shall be used to purchase and deliver no more than fifty (50) gallons per household per month of bottled water for drinking purposes to CBWP enrollees that meet the new CBWP eligibility requirements.

A. WORK TO BE PERFORMED BY GRANTEE

1. Submit a copy of any signed contracts between the Grantee and any providers of Project services to the Grant Manager.
2. Disenroll existing enrollees that are no longer eligible for the CBWP, including households that have implemented a permanent solution. Submit an updated list of eligible CBWP enrollees to the Grant Manager.
3. Limit future bottled water deliveries to owner-occupied households ~~only~~ **that were on the prior program and new households that can provide written documentation confirming contamination or a dry well.**
4. Require existing owner-occupied households to reapply for bottled water with proof of ownership and occupancy.
5. ~~Discontinue new enrollment in the CBWP~~ **Require new applicants to provide a utility bill or proof of ownership from tenants and owners, respectively, and written documentation confirming contamination or a dry well.**
6. Transition bottled water delivery from one (1)-gallon water bottles to five (5)-gallon water bottles.
7. Purchase and deliver or make available, bottled water to the households on the updated list of CBWP enrollees.
8. Maintain records of income self-certification forms, application forms and other forms that prove the enrollees met the eligibility requirements.
9. Maintain accurate records of all bottled water purchased for and provided to eligible enrollees and submit the records to the Grant Manager. The records shall include, but not be limited to, the following: name and address of enrollees receiving bottled water, dates and amounts of water purchased, amount (in gallons) of water distributed, and cost of distribution.
10. Maintain the Bottled Water Distribution Summary Tracking Sheet (see Exhibit D) and submit an updated copy with each invoice package.

TABLE OF ITEMS FOR REVIEW

Item	DESCRIPTION	CRITICAL DUE DATE	ESTIMATED DUE DATE
EXHIBIT A – SCOPE OF WORK			
A.	WORK TO BE PERFORMED BY GRANTEE		
1.	Signed Bottled Water Vendor Contract(s)		Completed
2.	Updated Eligible Enrollees List		Monthly
9.	Bottled Water Distribution Records*		Monthly
10.	Bottled Water Distribution Summary Tracking Sheet (See Exhibit D)		Monthly
EXHIBIT B – INVOICING, BUDGET DETAIL, AND REPORTING PROVISIONS			
A.	INVOICE PACKAGES		
1.	Invoices		Monthly
E.	REPORTS		
1.	Reports, Data Information, and Certifications		As Needed

*Grantee can begin invoicing for bottled water purchases from the date of Project approval, which is April 4, 2017.

EXHIBIT B
INVOICING, BUDGET DETAIL AND REPORTING PROVISIONS

A. INVOICE PACKAGES

1. No disbursement under this Grant Agreement will be made except upon receipt of an acceptable Invoice Form duly executed by or on behalf of the Grantee. The Grantee's duly authorized representative, who has been approved by the State Water Board, must execute all invoice Forms. An Invoice Form must accompany all invoice packages. The original invoice packages shall be submitted to the State Water Board's Grant Manager on a monthly basis consistent with the reporting schedule in Section E (1) of this exhibit. The address for submittal is:

Mark Magtoto, Grant Manager
State Water Resources Control Board
Division of Financial Assistance
1001 I Street, 17th Floor
Sacramento, CA 94244-2120
2. Payment of any invoice shall be made only after receipt of a complete, adequately supported, properly documented and accurately addressed invoice. Invoices received by the State Water Board that are not consistent with the approved format will be cause for an invoice to be disputed. In the event of an invoice dispute, the State Water Board's Grant Manager will notify the Grantee by initiating an "Invoice Dispute". Payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided above may result in return of the invoice to the Grantee. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. All invoices must be approved by the State Water Board's Grant Manager.
3. Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, rules, or regulations, or which may require any rebates to the Federal Government, or any loss of tax-exempt status of state bonds, pursuant to any Federal statute or regulation.
4. At the request of the Grant Manager, the Grantee shall provide proof of payment to the consultant or contractor for each invoice submitted for payment under this Grant. If the grantee is not able to demonstrate proof of payment, the State Water Board, at its discretion, may issue two-party checks for the payment of costs identified in Exhibit B, Budget. The two-party checks will require the endorsement of both Grantee and the company providing the services.
5. Notwithstanding any other provision of this Agreement, the Grantee agrees that the State Water Board may retain ten percent (10%) of the grant amount specified in this Agreement until completion of the Project to the reasonable satisfaction of the State Water Board. Any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest, upon completion of the Project.
6. The invoice shall contain the following information:
 - a. The word "INVOICE" and a sequential invoice number should appear in a prominent location at the top of the page(s);
 - b. The date of the invoice and the time period covered by the invoice, i.e., the term "from" and "to";
 - c. Printed name of the consultant or contractor;
 - d. Business address of the consultant or contractor, including P.O. Box, City, State, and Zip Code;
 - e. Printed name of the Grantee;
 - f. The number of the Agreement upon which the invoice is based;
 - g. The site address (location) where the work was performed.

- h. All subcontractor(s) invoices must be listed on the invoice; a copy of the subcontractor invoice should be attached to the consultant/contractors invoice. All subcontractor(s) must have current and active professional license(s), as applicable;
 - i. Original signature and date (in ink) of Grantee or its authorized representative.
 - j. An itemized account of the work for which the Grantee is seeking payment:
 - A brief description of the work performed, including dates of performance and the name or initials of the person performing the work;
 - The method of computing the amount due. On cost reimbursable agreements, invoices must be itemized based on the tasks specified in the Budget; and
 - The total amount due; this should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice; the total amount due shall include all costs incurred by the Grantee under the terms of this Agreement.
7. Final invoice shall be clearly marked "FINAL INVOICE" and submitted NO LATER THAN APRIL 30, 2019.
8. 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 Water Board will mail a Notice of Project Completion letter to the Grantee stating that the project file is closed, the final invoice is being processed for payment, and any remaining balance will be disencumbered and unavailable for further use under the Grant Agreement.

B. BUDGET CONTINGENCY CLAUSE

The maximum amount to be encumbered under this Agreement for the 2016-17 fiscal year ending June 30, 2017 shall not exceed TWO MILLION DOLLARS (\$2,000,000).

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

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

C. LINE ITEM BUDGET

Description	Grant Allotment
Bottled Water Costs	\$1,900,000
Administrative Costs	\$ 100,000
Total	\$2,000,000

D. BUDGET LINE ITEM FLEXIBILITY

1. Line Item Adjustment(s). Subject to the prior review and approval of the State Water Board's Grant Manager, adjustments between existing line item(s) may be used to defray allowable direct costs up to fifteen percent (15%) of the total grant amount including any amendment(s) thereto. Line item adjustments in excess of fifteen percent (15%) shall require a formal Agreement amendment. If the Line Item Budget includes an amount for Administrative costs, that amount is based on the hours, classifications, and rates submitted by the Grantee in its application. Any changes to the hours, classifications, and rates must be approved, in advance and in writing, by the Grant Manager.
2. Procedure to Request an Adjustment. Grantee may submit a request for an adjustment in writing to the State Water Board. Such adjustment may not increase or decrease the total grant amount allocated per fiscal year. The Grantee shall submit a copy of the original Agreement Budget sheet reflecting the requested changes. Changes shall be noted by striking the original amount(s) followed with revised change(s) in bold and underlined. Budget adjustments deleting a budget line item or adding a new budget line item requires a formal amendment and are not permissible under this provision. The State Water Board may also propose adjustments to the budget.
3. Remaining Balance. In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State Water Board will mail a Notice of Project Completion letter to the Grantee stating that the Project file is closed, the final invoice is being processed for payment, and any remaining balance will be disencumbered and unavailable for further use under the Grant Agreement.

E. REPORTS

1. The Grantee agrees to expeditiously provide, during work on the Project and throughout the term of this Agreement, any reports, data, information, and certifications that may be reasonably required by the State Water Board.

F. PAYMENT OF PROJECT COSTS

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

G. AUDIT DISALLOWANCES

The Grantee agrees it shall return any audit disallowances to the State Water Board.

H. FRAUD AND MISUSE OF PUBLIC FUNDS

All invoices submitted shall be accurate and signed under penalty of perjury. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder. Additionally, the Deputy Director of the Division of Financial Assistance may request an audit pursuant to Exhibit C, paragraph 4 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, §§470,489-490.)

EXHIBIT C
THE STATE WATER BOARD GENERAL CONDITIONS

1. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
2. **APPROVAL:** The Grantee will not proceed with any work on the Project until authorized in writing by the State Water Board.
3. **ASSIGNMENT:** This grant is not assignable by the Grantee, either in whole or in part, without the consent of the State Water Board.
4. **AUDIT:** Grantee agrees that the State Water Board, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the use of grant funds or performance of this Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any contract related to performance of this Agreement.
5. **CHILD SUPPORT COMPLIANCE ACT:** Grantee acknowledges that it recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code. 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.
6. **COMPLIANCE WITH LAW, REGULATIONS, ETC.:** The Grantee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements. This includes, but is not limited to, compliance with any applicable requirements contained in directives or orders issued pursuant to Division 7 of the Water Code.
7. **RIGHTS IN DATA:** The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement shall be in the public domain. The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Agreement, subject to appropriate acknowledgement of credit to the State Water Board 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.
8. **COMPUTER SOFTWARE:** The Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
9. **CONFLICT OF INTEREST:** Grantee certifies that it is in compliance with applicable state and/or federal conflict of interest laws.
10. **DISPUTES:** The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, Grantee shall submit to the Deputy Director of the DFA a written demand for a final decision. The decision of the Division, or his or her authorized representative, shall be reduced to writing and a copy thereof furnished to the Grantee and to the State Water Board's Executive Director. The decision of the Division shall be final and conclusive unless, within thirty (30) calendar days of the date of the Division decision, the State Water Board's Executive Director receives a written appeal. The Grantee's written appeal shall be fully supported by any factual information Grantee desires to be considered in the decision. The

Executive Director's decision shall be final and conclusive, unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. Pending final decision of a dispute hereunder, the Grantee shall continue to fulfill and comply with all the terms, provisions, commitments, and requirements of this Agreement. This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law.

11. **DRUG-FREE WORKPLACE REQUIREMENTS:** Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (commencing with Section 8350 of the Government Code) and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace,
 - 2) the organization's policy of maintaining a drug-free workplace,
 - 3) any available counseling, rehabilitation, and employee assistance programs, and
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed project will:
 - 1) receive a copy of the organization's drug-free workplace policy statement, and
 - 2) agree to abide by the terms of the statement as a condition of employment on the project.

Failure to comply with these requirements may result in suspension of payments or termination of the grant or both, and Grantee may be ineligible for award of any future state grants if it is determined that any of the following has occurred: the Grantee has made false certification, or violated the certification by failing to carry out the requirements as noted above.

12. **DROUGHT EMERGENCY WATER CONSERVATION:** The Grantee agrees to comply with the State Water Board's Drought Emergency Water Conservation regulations in Article 22.5 of Chapter 2 of Division 3 of Title 23 of the California Code of Regulations. The Grantee agrees to include a discussion of progress and compliance in reports submitted pursuant to this Agreement.
13. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law or this Agreement. The Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.
14. **GOVERNING LAW:** This grant is governed by and shall be interpreted in accordance with the laws of the State of California.
15. **GRANT MODIFICATIONS:** The State Water Board may, at any time, without notice to any sureties, by written order designated or indicated to be a "grant modification", make any change in Exhibit A, for the work to be performed under this Agreement so long as the modified work is within the general scope of work called for by this Agreement, including but not limited to changes in the specifications or in the method, manner, or time of performance of work. If the Grantee intends to dispute the change, the Grantee must, within ten (10) days after receipt of a written "grant modification", submit to the State Water Board a written statement setting forth the disagreement with the change.
16. **GRANTEE'S RESPONSIBILITIES FOR WORK:** The Grantee shall be responsible for work and for persons or entities engaged in work, including, but not limited to, 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. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.

17. **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.
18. **INDEPENDENT ACTOR:** The Grantee, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of the State Water Board.
19. **INSPECTION:** Throughout the term of this Agreement, the State Water Board shall have the right to inspect the project area to ascertain compliance with this Agreement.
20. **INSURANCE:** Throughout the life of the Project, the Grantee shall provide and maintain insurance against fire, vandalism and other loss, damage, or destruction of the facilities or structures constructed pursuant to this Agreement, if any. This insurance shall be issued by a company or companies admitted to transact business in the State of California. The insurance policy shall contain an endorsement specifying that the policy will not be cancelled or reduced in coverage without thirty days' prior written notice to the State Water Board. In the event of any damage to or destruction of the Project or any larger system of which it is a part, the net proceeds of insurance shall be applied to the reconstruction, repair or replacement of the damaged or destroyed parts of the Project or its larger system. The Grantee shall begin such reconstruction, repair, or replacement as expeditiously as possible and shall pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same shall be completed and the larger system shall be free of all claims and liens.
21. **NONDISCRIMINATION:** During the performance of this Project, the Grantee and its contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, religion, color, national origin, ancestry, religious creed, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40) marital status, or denial of family-care leave. Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this agreement by reference and made a part hereof as if set forth in full.

Grantee and its contractors 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 contracts to perform work at this Project.

22. **NO THIRD PARTY RIGHTS:** The parties to this grant Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this grant Agreement, or of any duty, covenant, obligation or undertaking established herein.
23. **NOTICE:** The Grantee shall promptly notify the State Water Board of events or proposed changes that could affect the scope, budget, or work performed under this 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 Water Board, and the State Water Board has given written approval for such change. The Grantee shall notify the State Water Board at least ten (10) working days prior to any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for

attendance and participation by the State Water Board's representatives. The Grantee shall promptly notify the State Water Board in writing of completion of work on the Project.

24. **OPERATIONS & MAINTENANCE:** The Grantee shall maintain and operate the facility and structures constructed or improved as part of the project throughout the term of this Agreement, consistent with the purposes for which this Grant was made. The Grantee assumes all operations and maintenance costs of the facilities and structures; the State Water Board shall not be liable for any cost of such maintenance, management or operation.
25. **PAYEE DATA RECORD FORM (Std. 204).** The Grantee must complete the Payee Data Record Form.
26. **PERMITS, CONTRACTING, WAIVER, REMEDIES AND DEBARMENT:** The Grantee shall procure all permits and licenses necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Any contractors, outside associates, or consultants required by the Grantee in connection with the services covered by this Agreement shall be limited to such individuals or firms as were specifically identified and agreed to during negotiations for this Agreement, or as are specifically authorized by the State Water Board's Grant Manager during the performance of this Agreement. Any substitutions in, or additions to, such contractors, associates, or consultants, shall be subject to the prior written approval of the State Water Board's Grant Manager. Any waiver of rights with respect to a default or other matter arising under the Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in this Agreement are in addition to any other rights and remedies provided by law. The Grantee shall not contract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension". The Grantee shall not contract with any individual or organization on USEPA's List of Violating Facilities. (40 CFR, Part 31.35; Gov. Code § 4477.) The Grantee certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or grantee;
 - b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (b) of this certification.
27. **PREVAILING WAGES AND LABOR COMPLIANCE:** If applicable, the Grantee agrees to be bound by all the provisions of State Labor Code regarding prevailing wages. If applicable, the Grantee shall monitor all agreements subject to reimbursement from this Agreement to assure that the prevailing wage provisions of State Labor Code are being met.
28. **RELATED LITIGATION:** Under no circumstances may a Grantee use funds from any disbursement under this Grant Agreement to pay costs associated with any litigation the Grantee pursues against the State Water Board or any Regional Water Board. Regardless of the outcome of any such litigation, and notwithstanding any conflicting language in this Agreement, the Grantee agrees to complete the Project funded by this Agreement or to repay all of the grant funds plus interest.
29. **STATE REVIEWS AND INDEMNIFICATION:** The parties agree that review or approval of Project applications, documents, permits, plans and specifications or other Project information by the State Water Board is for administrative purposes only and does not relieve the Grantee of its responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the Project. To the extent permitted by law, the Grantee agrees to indemnify, defend and hold harmless the State Water Board and the State against any loss or liability arising out of any claim or action brought against the State Water Board

and/or the State from and against any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from, or in any way connected with (1) the Project or the conditions, occupancy, use, possession, conduct or management of, work done in or about, or the planning, design, acquisition, installation or construction, of the Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the California Hazardous Waste Control Law and California Water Code § 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the System; or (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Grantee for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement. To the fullest extent permitted by law, the Grantee agrees to pay and discharge any judgment or award entered or made against the State Water Board and/or the State with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section shall survive the term of this Agreement.

30. **TERMINATION, IMMEDIATE REPAYMENT, INTEREST:** This Grant Agreement may be terminated by written notice at any time ~~prior to completion of the Project~~, at the option of the State Water Board, upon violation by the Grantee of any material provision after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Agreement within a reasonable time as established by the State Water Board. In the event of such termination, the Grantee agrees, upon demand, to immediately repay to the State Water Board an amount equal to the amount of grant funds disbursed to the Grantee prior to such termination. In the event of termination, interest shall accrue on all amounts due at the highest legal rate of interest from the date that notice of termination is mailed to the Grantee to the date of full repayment by the Grantee.
31. **TIMELINESS:** Time is of the essence in this Agreement. The Grantee shall proceed with and complete the Project in an expeditious manner.
32. **TRAVEL AND PER DIEM:** Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred by the Grantee. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the Grant Manager.
33. **URBAN WATER MANAGEMENT:** The Grantee certifies that this Project complies with the Urban Water Management Planning Act (Water Code, § 10610 et seq.). This shall constitute a condition precedent to this Agreement.
34. **WATER CONSERVATION AND EFFICIENCY PROGRAMS:** The Grantee acknowledges that it has appropriate water conservation and efficiency programs in place, and that this provision constitutes a condition of the grant award. A web link with examples of water conservation and efficiency programs is available at: http://www.waterboards.ca.gov/waterrights/water_issues/programs/drought/conservation.shtml.
35. **WATER RIGHTS:** The Grantee certifies that it is in compliance with part 5.1 of division 2 of the Water Code and, if applicable, that it has filed and will continue to file its required Statements of Diversion and Use with the State Water Board in accordance with sections 5101 and 5103 of the Water Code.
36. **WITHHOLDING OF GRANT DISBURSEMENTS:** The State Water Board may withhold all or any portion of the grant funds provided for by this Agreement in the event that the Grantee has materially violated, or threatens to materially violate, any term, provision, condition, or commitment of this Agreement; or the Grantee fails to maintain reasonable progress toward completion of the Project.

**EXHIBIT D
 BOTTLED WATER DISTRIBUTION SUMMARY TRACKING SHEET**

GRANTEE NAME County of Tulare
 County Wide Emergency Bottled
 PROJECT TITLE Water Program
 AGREEMENT # D1611965
 PROGRAM CAA

EXHIBIT D - BOTTLED WATER DISTRIBUTION SUMMARY TRACKING SHEET

		ADMINISTRATIVE COSTS	BOTTLED WATER COSTS	TOTAL AMOUNT OF INVOICE	Number of Residences Served	Number of Gallons of Bottled Water Delivered
Line Item Allotments		\$ 100,000.00	\$ 1,900,000.00	\$ 2,000,000.00		
INVOICE #	INVOICING PERIOD (Dates)					
1				0		
2				0		
3				0		
4				0		
5				0		
6				0		
7				0		
8				0		
9				0		
10				0		
11				0		
12				0		
13				0		
14				0		
15				0		
16				0		
17				0		
18				0		
19				0		
20				0		
21				0		
22				0		
23				0		
24				0		
25				0		
26				0		
27				0		
28				0		
29				0		
30				0		
31				0		
32				0		
33				0		
34				0		
35				0		
36				0		
Total Amount Spent		\$0.00	\$0.00	\$0.00		\$0.00
Allotment Remaining		\$ 100,000.00	\$ 1,900,000.00	\$ 2,000,000.00		

TOTAL Bottled Water Delivered