

**PROPOSITION 1 INFRASTRUCTURE GRANT AGREEMENT
BETWEEN THE STATE OF CALIFORNIA
(COACHELLA VALLEY MOUNTAINS CONSERVANCY) AND
CITY OF COACHELLA
(Grant No. 38500000P010041)**

THIS GRANT AGREEMENT is entered into by and between the Coachella Valley Mountains Conservancy of the State of California, herein referred to as the "State" or "CVMC" and the City of Coachella, herein referred to as the "Grantee", which parties do hereby agree as follows:

1. PURPOSE. State shall provide funding from Proposition 1, the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Water Code section 79770 *et seq.*) to assist Grantee in financing its Rancho Las Flores Park Stormwater Project as described more particularly in Exhibit A, Work Plan, and hereinafter collectively referred to as the "Project."
2. TERM OF GRANT AGREEMENT. The term of this Grant Agreement begins on the date this Grant Agreement is executed by State and terminates on June 30, 2027 (the "Project Completion Date"), or when all of the Parties' obligations under this Grant Agreement are fully satisfied, whichever occurs earlier. Execution date is the date the State signs this Grant Agreement.
3. GRANT AMOUNT. The maximum amount payable by the State under this Agreement shall not exceed \$400,000.
 - a) Grantee agrees to provide matching (non-state) funds or in-kind services for all project costs in excess of the Grant Amount, currently estimated to total \$3,308,989 (the "Local Cost Share"), as documented in Exhibit B, Budget.
 - b) Grantee may need funding in addition to the Grant Amount and the Local Cost Share to complete the Project. Grantee will be responsible for furnishing or obtaining such funding, and while it will not be reviewed by the State for invoicing purposes, the Grantee shall maintain a record of all funding associated with the Project in accordance with Exhibit G, State Audit Document Requirements.
4. GRANTEE'S RESPONSIBILITY. Grantee and its representatives shall:
 - a) Faithfully and expeditiously perform or cause to be performed all Project work as described in Exhibit A, Work Plan, and in accordance with Exhibit B, Budget and Exhibit C, Schedule.
 - b) Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for funding from the CVMC

Proposition 1 Grant Program.

- c) Fulfill its obligations under the Grant Agreement and be responsible for the completion of the Project.
 - d) Comply with the CVMC Proposition 1 Grant Program Guidelines (the "Guidelines") and all applicable California laws and regulations.
5. DISBURSEMENT OF FUNDS. State will disburse to Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to Grantee under this Grant Agreement shall be used solely to pay Eligible Project Costs, as defined in Paragraph 6.
6. ELIGIBLE PROJECT COSTS. Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and the approved budget attached as Exhibit B, Budget (the "Project Budget"). Eligible Project Costs include the reasonable costs of studies, engineering, design, preparation of environmental documentation, environmental mitigations, monitoring, and project coordination and construction that are included in the Project Budget. Staff costs and expenses that are related to the Project and included in the Project Budget may be paid with grant funds. Work performed on the Project after the Project Completion Date shall not be eligible for reimbursement.

Except as otherwise provided herein, the Grantee shall expend Grant Funds in the Manner described in the Exhibit A approved by CVMC. The total dollars of category in the Project budget may be increased by up to ten percent (10%) through a reallocation of funds from another category, without approval by CVMC. However, the Grantee shall notify CVMC in writing when any such reallocation is made, and all identify both the item(s) being increased and those being decreased. Any cumulative increase or decrease of more than ten (10%) percent from the original budget in the amount of a category must be approved by CVMC. In any event, the total amount of the Grant Funds may not be increased.

Costs that are not eligible for reimbursement with State funds cannot be counted as Local Cost Share. 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 date of the Grant.
- b) Establishing a reserve fund.

- c) Replacement of existing funding sources for ongoing programs.
- d) Travel per diem.
- e) Cost of environmental mitigation for another project.
- f) Support of existing agency requirements and mandates (e.g., punitive regulatory agency requirements).
- g) Payment of principal or interest of indebtedness or any interest payments.
- h) Administrative overhead.

7. METHOD OF PAYMENT.

- a) Grantee shall submit invoices for costs incurred, together with supporting documentation to the CVMC Project Manager identified in Section 16 below, including the original invoice form with signature (in ink) and date of Grantee's Authorized Project Representative. Invoices shall include only costs incurred for work performed in implementing the Project during the period identified in the particular invoice. Invoices shall be submitted no more frequently than monthly.
- b) Requests for reimbursement shall use the Request for Disbursement form attached as Exhibit I ("Disbursement Request") and shall be accompanied by the following:
 - (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 the Project Budget. The amount claimed for salaries/wages/consultant fees must include a calculation formula (e.g., hours or days worked times the hourly or daily rate = the total amount claimed).
 - (iii) Documentation, reasonably satisfactory to State (e.g., receipts, copies of checks, time sheets, etc.), must be provided for all costs included in the invoice.
 - (iv) A copy of the most recent project status report required by Paragraph 13, Submission of Reports.
- c) CVMC Project Manager will notify Grantee, in a timely manner, when, upon review of an invoice, the State determines that any portion or portions of the costs claimed are not Eligible Project Costs or are not supported by documentation or receipts acceptable to State. Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to State to correct such deficiency(ies). If Grantee fails to submit adequate documentation correcting the deficiency(ies), State will reduce the pending invoice by the amount of ineligible or unapproved costs.
- d) State may, in its discretion, require a site visit to verify Project progress prior to processing an invoice. Grantee shall provide access by State upon 24 hours' notice to determine if Project work is in accordance with this Grant Agreement, including a final inspection upon Project completion.

- e) After the CVMC Project Manager has confirmed that all above requirements have been met, State will disburse the funding to Grantee.
 - f) ☐ **Retention Required.** If the box on this line is checked, State shall withhold five percent (5.0%) of the funds requested by Grantee on any invoice as retention to ensure completion of the Project. Release of the retention will occur when that Project is completed, and Grantee has submitted the "Project Completion Report" required under Paragraph 13.
8. WITHHOLDING OF DISBURSEMENTS BY STATE. If the State determines that the Project is not being implemented in accordance with the provisions of this Grant Agreement, and if Grantee does not remedy any such failure to State's satisfaction, State may withhold from Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests in accordance with Paragraph 9 (b).
9. DEFAULT PROVISIONS. The Grantee is subject to the following default provisions:
- a) The Grantee will be in default under this Grant Agreement if any of the following occur:
 - (i) Any breach of this Grant Agreement, or any amendment to it, or any other agreement between Grantee and State evidencing or securing Grantee's obligations.
 - (ii) Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement.
 - (iii) Failure to make any remittance required by this Grant Agreement.
 - (iv) Failure to submit timely progress reports.
 - (v) Failure to routinely invoice State.
 - b) Should an event of default occur, State shall provide a notice of default to the Grantee and shall give Grantee at least thirty (30) calendar days to cure the default from the date the notice is sent to the Grantee in accordance with Paragraph 15, Notices. If the Grantee fails to cure the default within the time prescribed by the State, State may do one or more of the following:
 - (i) Declare all grant funds previously disbursed to Grantee to be immediately due and repayable, together with interest since the time of the first disbursement, which shall be equal to State of California general obligation bond interest rate in effect at the time of the default.
 - (ii) Terminate any obligation to make future payments to Grantee.
 - (iii) Terminate the Grant Agreement.
 - (iv) Take any other action that it deems necessary to protect its interests.

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

10. ONGOING PERFORMANCE MONITORING: After Project Completion, Grantee shall monitor the performance of the Project and provide for any required maintenance or repairs as provided more particularly in Exhibit H, Additional Terms and Conditions.
11. PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS. Grantee shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work. Grantee shall provide copies of permits and approvals to State.
12. RELATIONSHIP OF PARTIES. If applicable, Grantee is solely responsible for design, construction, operation and maintenance of the Project. State's review or approval of plans, specifications, bid documents, or other construction documents is solely for the purpose of proper administration of funds by State and shall not be deemed to limit the liability or responsibilities of Grantee under this Grant Agreement or applicable law.
13. SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful performance of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to State. All reports shall be submitted to CVMC's Project Manager. If requested, Grantee shall promptly provide any additional information deemed necessary by State for the approval of reports. Reports shall address the subjects set forth in the applicable portion of Exhibit F, Reporting Requirements.
- a) Quarterly Progress Reports: Grantee shall submit Project progress reports **every three (3) months**, unless the State notifies Grantee in writing that more frequent reporting will be required. Grantee should follow the following schedule:
- 1st Quarter (January – March): by April 30
 - 2nd Quarter (April – June): by July 31
 - 3rd Quarter (July – September): by October 31
 - 4th Quarter (October – December): by January 31
- b) Project Completion Report: Grantee shall prepare and submit to State a Project Completion Report within ninety (90) calendar days of Project completion. Final disbursement or retention, if required pursuant to Paragraph 7(f) above, will not be disbursed until the Project Completion Report has been submitted and approved by the State.
- c) Annual Ongoing Compliance Report: Grantee shall prepare and submit to State an Annual Ongoing Compliance Report on each anniversary of Project Completion for fifteen (15) years, unless a different term is set forth

in Exhibit H, Additional Terms and Conditions.

14. GRANTEE OBLIGATIONS TO NOTIFY STATE. Grantee shall promptly notify State, in writing, of the following items:

- a) Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. Grantee agrees that no substantial change in the scope of the Project will be undertaken until written notice of the proposed change has been provided to State and State has given written approval for such change. Substantial changes generally include changes to the work plan, schedule or budget.
- b) Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by State's representative. Grantee shall make such notification at least fourteen (14) calendar days prior to the event.

15. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:

- a) By delivery in person.
- b) By certified U.S. mail, return receipt requested, postage prepaid.
- c) By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
- d) By electronic mail.

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 three (3) 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 shall be sent to the addresses set forth in Paragraph 16. 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 Grant Agreement are as follows:

Coachella Valley Mountains Conservancy
Elizabeth M. King,
Executive Director
42-600 Cook Street, Suite 219
Palm Desert, CA 92260
Phone: (760) 776-5026
E-Mail: eking@cvmc.ca.gov

City of Coachella
William B. Pattison, Jr.
Acting City Manager
53-990 Enterprise Way
Coachella, CA 92236
Phone: (760) 398-3502
E-Mail:

Direct all inquiries to the Project Manager:

Coachella Valley Mountains Conservancy
Maximiliano Ochoa, Project Coordinator
42-600 Cook Street, Suite 219
Palm Desert, CA 92260
Phone : (760) 776-5026
E-Mail : mochoa@cvmc.ca.gov

City of Coachella
Jaime Arroyo, Grants Manager
53-990 Enterprise Way
Coachella, CA. 92236
Phone: (760) 501-8125
E-Mail: jarroyo@coachella.org

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

17. EXHIBITS. The following attached Exhibits are hereby incorporated into and made a part of this Grant Agreement by this reference:

Exhibit A – Work Plan
Exhibit A-1 – Project Site
Exhibit B – Budget
Exhibit C – Schedule
Exhibit D – Standard Conditions
Exhibit E – Authorizing Resolutions
Exhibit F – Reporting Requirement
Exhibit G – State Audit Document Requirements for Grantees
Exhibit H–Additional Terms and Conditions

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

STATE OF CALIFORNIA
COACHELLA VALLEY MOUNTAINS
CONSERVANCY

CITY OF COACHELLA

Elizabeth M. King,
Executive Director

William B. Pattison, Jr.
Acting City Manager

Date: _____

Date: _____

EXHIBIT A WORK PLAN

The Project is the development of “Rancho Las Flores Park” multi-functional stormwater retention basin in the City of Coachella by the City of Coachella (Grantee) located at the intersection of Cesar Chavez Street and Ed Mitchell Drive in Coachella, CA 92236 (Riverside County). The stormwater project is a central component of the 14-acre expansion of Rancho Las Flores Park, which will address a critical stormwater management challenge, mitigate recurring flooding issues, restore ecological balance, and provide the community with a park that functions both as an environmental asset and a recreational hub. The park serves as one of the primary recreational and open spaces for various neighborhoods and large-scale events within the city.

The proposed project site is in an underserved community. According to CalEnviroScreen 4.0, the project area is in the 89th percentile for poverty and the 97th percentile for unemployment statewide. The economic reality of being unemployed or living in poverty means that families are unable to spend money or even have access to a single occupancy vehicle to access far away recreational opportunities in neighboring communities. This makes the need for a safe and accessible local park in this underserved community particularly pressing.

The Conservancy’s Prop 1 funding will be used for the following items and as outlined in Exhibit B – Project Budget:

- Mobilization
- Grading, Drainage
- Soil Prep
- Curb and Gutter
- Storm Drain Pipe
- Water Quality Basin Fence Refinish
- Boulders
- Basin Rip Rap

EXHIBIT A-1
PROJECT SITE
Map of



**EXHIBIT B
PROJECT BUDGET**

Construction		Total Cost	CVMC P1 Grant	Other Funding Source (Indicate Cash or In-Kind) City (Match)	Other Funding Source (Indicate Cash or In-Kind) Prop 68
3.1	Mobilization	\$800,000.00	\$80,000.00	\$72,000.00	\$648,000.00
3.2	Grading, Drainage	\$120,000.00	\$24,000.00	\$9,600.00	\$86,400.00
3.3	Soil Prep	\$334,344.00	\$66,868.00	\$26,747.60	\$0.00
3.4	Curb & Gutter	\$64,200.00	\$64,200.00	\$0.00	\$0.00
3.5	Storm Drainpipe	\$65,000.00	\$65,000.00	\$0.00	\$0.00
3.6	Water Quality Basin Fence Refinish	\$6,405.00	\$6,405.00	\$0.00	\$0.00
3.7	Boulders	\$130,025.00	\$26,005.00	\$10,402.00	\$93,618.00
3.8	Basin Rip Rap	\$18,942.00	\$18,942.00	\$0.00	\$0.00
3.9	Irrigation System	\$1,422,915.00	\$0.00	\$334,384.70	\$1,088,529.30
3.10	Trees	\$257,100.00	\$0.00	\$71,988	\$185,112.00
3.11	Shrubs	\$229,544.00	\$0.00	\$53,942.30	\$175,602.70
Total Construction Cost		\$3,448,474.00	\$351,420.00	\$579,064.60	\$2,517,989.40
Contingency		\$261,277.00	\$48,580.00	\$21,193.50	\$190,741.50
Total:		\$3,709,701.00	\$400,000.00	\$600,258.10	\$2,708,730.90

**EXHIBIT C
SCHEDULE**

Task No.	Task	Activity	Start Date	End Date
1	RFP	Contract out to bid	April 2025	May 2025
2	Award	Award Contract	May 2025	June 2025
3	Construction	Rancho Las Flores Construction	June 2025	December 2026

EXHIBIT D
STANDARD CONDITIONS

D.1) ACCOUNTING; DEPOSIT OF FUNDING; DISBURSEMENT:

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

D.2) AMENDMENT: This Grant Agreement may be amended at any time by mutual written agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. State shall have no obligation to agree to an amendment.

D.3) AMERICANS WITH DISABILITIES ACT: By signing this Grant Agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C., section 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.4) APPROVAL: This Grant Agreement shall be of no force or effect until signed by all parties. Grantee may not submit invoices or receive payment until all required signatures have been obtained.

- D.5) AUDITS:** State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of Projects, with the costs of such audit borne by State. After completion of the Projects, State may require Grantee to conduct a final audit to State's specifications, at Grantee's expense, such audit to be conducted by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may elect to pursue any remedies provided in Paragraph 9 or take any other action it deems necessary to protect its interests.

Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Grant Agreement with respect to all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after Project completion or final billing, whichever comes later.

- D.6) BUDGET CONTINGENCY:** If the State Budget Act of the current year covered under this Grant Agreement does not appropriate sufficient funds for the Proposition 1 Grant Program, this Grant Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Grant Agreement. In this event, State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement. Nothing in this Grant Agreement shall be construed to provide Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant Agreement is reduced or deleted by the Budget Act, State shall have the option to either cancel this Grant Agreement with no liability occurring to State, or offer a Grant Agreement amendment to Grantee to reflect the reduced amount.

- D.7) CLAIMS DISPUTE:** Any claim that the Grantee may have regarding performance of this Grant Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the State's Project Manager, within thirty (30) 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.8) COMPETITIVE BIDDING AND PROCUREMENTS:** If Grantee is a public entity, Grantee shall comply with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations in Grantee's contracts with other entities for acquisition of goods and services and construction of public works. If Grantee is a non-profit organization or tribe, Grantee shall comply with any applicable law or policy in its procurement activity, but in all cases procurement shall be fair and reasonable as determined by the State.

- D.9) COMPUTER SOFTWARE:** Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.10) CONFLICT OF INTEREST:** All participants are subject to State conflict of interest laws. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code, sections 10410 and 10411.
- D.11) DELIVERY OF INFORMATION, REPORTS AND DATA:** Grantee agrees to expeditiously provide throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by State.
- D.12) ENVIRONMENTAL COMPLIANCE:** Activities funded under this Grant Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA) (Public Resources Code section 21000 *et seq.*) and, if applicable, the National Environmental Policy Act (NEPA).
- D.13) GRANTEE COMMITMENTS:** Grantee accepts and agrees to comply with all terms, provisions, conditions and commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
- D.14) GRANTEE NAME CHANGE:** Approval of the State's Project Manager is required to change the Grantee's name as listed on this Grant Agreement. Upon receipt of legal documentation of the name change the State will process an amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
- D.15) GOVERNING LAW:** This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.16) INDEMNIFICATION/INSURANCE:**
- a) Grantee will agree to defend, indemnify, and hold harmless CVMC and the State of California, their contractors, officers, directors, agents or employees against any and all claims, liability, demands, damages, debts, judgments, costs, or expenses, including reasonable attorney's fees, arising out of or in any way connected to the Grantee's actions, omissions, or other conduct relating in any way to this Grant Agreement and the Project, including, but not limited to, any such losses, damages, or expenses arising out of (a) loss of or damage to the Project, (b) injury to or death of persons.
 - b) During the term of this Agreement, Grantee shall maintain, and require its contractors or subcontractors to maintain, insurance in accordance with State's standard requirements, naming the CVMC and the State and their officers, agents and employees as additional insured on their liability

insurance for activities undertaken pursuant to this Agreement. Grantee shall provide State with certificates of coverage prior to commencing work.

- D.17) INDEPENDENT CAPACITY:** Grantee, and the agents and employees of Grantees, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.18) INSPECTION OF BOOKS, RECORDS, AND REPORTS:** During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.
- D.19) INVOICE DISPUTES:** In the event of an invoice dispute, payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided may result in return of the invoice to the Grantee. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. Any claim that Grantee may have regarding the performance of this Grant Agreement including, but not limited to claims for additional compensation or extension of time, shall be submitted to the CVMC Project Manager within thirty (30) days of Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to the Grant Agreement to implement the terms of any such resolution.
- D.20) 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 Exhibit A, Work Plan, which concern the budget and schedule without formally amending this Grant Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in any increase in the amount of the State Grant Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Grant Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the CVMC Project Manager in writing.
- D.21) NONDISCRIMINATION:** During the performance of this Grant Agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, gender identity, sexual orientation, race, color, ancestry, religion, creed, national origin, disability, age (over 40), marital status, and denial of medical and family care leave or pregnancy disability leave. Grantee shall

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

- D.22) OPINIONS AND DETERMINATIONS:** Where the terms of this Grant Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.23) PREVAILING WAGES:** Prevailing Wages as required by the California Labor Code shall be paid for all work procured with funding under the Grant Agreement, except to the extent work is performed by volunteers or employees of the State Conservation Corps or a certified local conservation corps.
- D.24) 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 without prior permission of State. Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee to meet its obligations under this Grant Agreement, without prior written permission of State. In the event of any violation of this provision, State may require repayment of all grant funds disbursed under the Grant Agreement in accordance with Paragraph 9 (b).
- D.25) REMEDIES NOT EXCLUSIVE:** The use by either party of any remedy specified herein for the enforcement of this Grant Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.26) RIGHTS IN DATA:** Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act, Government Code section 6250 *et seq.* Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to State for financial support. Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.27) SEVERABILITY:** Should any portion of this Grant Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant Agreement shall continue as modified.
- D.28) STATE REVIEWS:** The parties agree that review or approval of projects applications, documents, permits, plans, and specifications or other project

information by the State is for administrative purposes only and does not relieve the Grantee of their responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the Projects.

- D.29) SUSPENSION OF PAYMENTS:** This Grant Agreement may be subject to suspension of payments or termination, or both, and Grantee may be subject to debarment from state contracts if the State determines that:
- a) Grantee, its contractors, or subcontractors have made a false certification, or
 - b) Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant Agreement.
- D.30) SUCCESSORS AND ASSIGNS:** This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved in writing by State and made subject to such reasonable terms and conditions as State may impose.
- D.31) 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 reasons for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date.
- D.32) TERMINATION FOR CAUSE:** Subject to the right to cure under Paragraph 9, the State may terminate this Grant Agreement and be relieved of any payments should Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein.
- D.33) TERMINATION WITHOUT CAUSE:** The State may terminate this Agreement without cause upon thirty (30) days written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.34) 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.35) TIMELINESS:** Time is of the essence in this Grant Agreement.
- D.36) TRAVEL:** Grantee agrees that travel per diem costs shall not be eligible for reimbursement with grant funds.
- D.37) WAIVER OF RIGHTS:** None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.
- D.38) WORKERS' COMPENSATION:** Grantee affirms that it is aware of the provisions

of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Grant Agreement and will make its contractors and subcontractors aware of this provision.

EXHIBIT E

AUTHORIZING RESOLUTIONS

**RESOLUTION 2025-01 OF THE GOVERNING BOARD OF THE
COACHELLA VALLEY MOUNTAINS CONSERVANCY
ADOPTED IN REGULAR SESSION
MAY 12, 2025**

**APPROVING A PROPOSITION 1 LOCAL ASSISTANCE GRANT
TO THE CITY OF COACHELLA FOR ITS
RANCHO LAS FLORES PARK STORMWATER INFRASTRUCTURE PROJECT**

WHEREAS, Public Resources Code Section 33501 created the Coachella Valley Mountains Conservancy for the purpose, among other things, of acquiring and holding, in perpetual open space, mountainous lands surrounding the Coachella Valley and natural community conservation lands, and to provide for the protection of natural and cultural resources and the public's enjoyment thereof; and

WHEREAS, Public Resources Code Section 33601 (e) provides that the Conservancy may, "in order to further the conservancy's purposes as set forth in Section 33501, award grants to cities, counties, resource conservation districts, or nonprofit organizations...."; and

WHEREAS, in accordance with the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1), the Conservancy operates its Proposition 1 Grant Program, which funds projects of local public agencies or nonprofit organizations that implement California Water Action Plan in the Coachella Valley; and

WHEREAS, on December 4, 2024, the Conservancy issued Notice of Funding Availability No. 2024-01 for watershed restoration and acquisition and water related infrastructure projects that are eligible for funding under its Proposition 1 Grant Program Guidelines; and

WHEREAS, the City of Coachella (City) is a public agency eligible to receive funding under Proposition 1; and

WHEREAS, in fulfilling its obligations to provide for the public health, safety and welfare of its citizens, the City has been very active in creating recreational resources and open space within the City; and

WHEREAS, the City submitted a Proposition 1 local assistance grant application for funding in the amount of \$400,000 for their Rancho Las Flores Park Stormwater Infrastructure Project consisting of a system of bioswales lined with native vegetation, a catch basin and storm drain pipe to treat water runoff and prevent flooding, which construction includes mobilization, grading and drainage, soil preparation, a curb and gutter, storm drain pipe, water quality basin fence refinish, and basin rip rap, (collectively,

EXHIBIT E – (Continued)

AUTHORIZING RESOLUTIONS

CVMC Board Resolution No. 2025-01
May 12, 2025
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the Project) near the intersection of Cesar Chavez Street and Ed Mitchell Drive in the City of Coachella; and

WHEREAS, by providing construction jobs, new outdoor recreational amenities, employment opportunities and educational programming associated with the expanded public park, the Project will bring needed economic development benefits to the City of Coachella, a designated disadvantaged community as defined by Water Code section 79505.5 and an economically distressed area as recognized by Public Resources Code 79702 (k), which fulfills the Proposition 1 objectives identified in Public Resources Code sec. 79732 (a)(1); and

WHEREAS, through the expansion of community activities and amenities, the Project will improve access to recreation and nature spaces, and by promoting community use of drought-resistant native plants, the Project will implement watershed adaptation activities that will reduce the impact of climate change, which fulfills the Proposition 1 objectives identified in Public Resources Code sec. 79732 (a)(2); and

WHEREAS, by constructing a multi-use basin designed to capture and control stormwater runoff, preventing pollutants such as sediments, debris, and chemicals from entering waterways, the Project will enhance water quality and prevent the wide dispersal of pollutants, which fulfills the Proposition 1 objectives identified in Public Resources Code sec. 79732 (a)(9); and

WHEREAS, by expanding the park with a thriving community green space and constructing bioswales and retention basins, the Project will improve water quality by filtering pollutants from stormwater runoff, thereby reducing contamination and improving water quality in groundwater sources and improving water supply management which fulfills the Proposition 1 objectives identified in Public Resources Code sec. 79732 (a)(11); and

WHEREAS, the improvements to be installed by the Project have a useful life of more than 15 years and therefore are capital improvements as defined by the general obligation bond laws; and

WHEREAS, it is in furtherance of the Conservancy's purposes as established in Public Resources Code Section 33501 to complete the Project; and

WHEREAS, the Conservancy wishes to authorize a local assistance grant to the City of Coachella to implement the Project; and

WHEREAS, the City of Coachella, as lead agency, adopted a Mitigated Negative Declaration (MND) for the Rancho Las Flores Master Plan, including the Project, and filed

EXHIBIT E – (Continued)
AUTHORIZING RESOLUTIONS

CVMC Board Resolution No. 2025-01
May 12, 2025
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a Notice of Determination with the County of Riverside on May 13, 2010, then filed the MND with the State Clearinghouse on December 24, 2010 (State Clearinghouse number 2010121067); and

WHEREAS, the Conservancy staff reviewed the MND, its mitigation monitoring plan and other information provided by the City of Coachella, and staff determined that the Project activities funded by the Conservancy grant are included in the actions analyzed by the MND; and

WHEREAS, under the MND, all of the potential impacts of the Project as implemented in accordance with the mitigation monitoring plan will be less than significant; and

WHEREAS, pursuant to CEQA Guidelines section 15096 (a), the Conservancy, as a responsible agency for the Project, may review a negative declaration prepared by the lead agency for the Project, and after reaching its own conclusions, may rely on that negative declaration to approve the Project; and

WHEREAS, under CEQA Guidelines section 15096 (h), the Conservancy as a responsible agency is not required to make any findings where there are no significant impacts of the Project; and

NOW, THEREFORE, be it resolved in regular session of the Governing Board of the Coachella Valley Mountains Conservancy that the Board finds and determines that the Project meets the objectives of the California Water Action Plan and Proposition 1, including but not limited to those objectives set forth in Public Resources Sections 79732 (a)(1) and 79732 (a)(2) 79732 (a)(9), 79732 (a)(11) ; and

BE IT FURTHER RESOLVED that the Board finds and determines that the Project complies with the requirements of the Conservancy's Proposition 1 Grant Program Guidelines and is consistent with the implementation of the Conservancy's mission;

BE IT FURTHER RESOLVED that the Board finds and determines that (i) all Project activities that would be funded by the grant have already been fully analyzed in the MND prepared by the City of Coachella on May 12, 2010 (State Clearinghouse number 2010121067) for which a Notice of Determination was filed with the County of Riverside on May 12, 2010, and (ii) all of the potential impacts of the Project as implemented in accordance with the mitigation monitoring plan of the MND will be less than significant, and therefore it is appropriate for the Conservancy, as a responsible agency, to rely on the MND in order to approve the grant for the Project; and

EXHIBIT E – (Continued)
AUTHORIZING RESOLUTIONS

CVMC Board Resolution No. 2025-01
May 12, 2025
Page 4 of 5

BE IT FURTHER RESOLVED that the Board approves a local assistance grant to the City of Coachella (Grantee) in an amount not to exceed \$400,000 for its Rancho Las Flores Park Stormwater Infrastructure Project; and

BE IT FURTHER RESOLVED that a condition of the grant is that the Grantee shall enter into a Proposition 1 Local Assistance Grant Agreement with the Conservancy, which shall contain provisions requiring the following:

1. That the Grantee will agree to defend, indemnify, and hold harmless the Conservancy and the State of California, its contractors, officers, directors, agents or employees against any and all claims, liability, demands, damages, debts, judgments, costs, or expenses, including reasonable attorney's fees, arising out of or in any way connected to the Grantee's actions, omissions, or other conduct relating in any way to this agreement and the Project, including, but not limited to, any such losses, damages, or expenses arising out of (a) loss of or damage to the Project, and (b) injury to or death of persons;
2. That the Grantee must complete the Project no later than June 30, 2027, unless the Conservancy agrees in writing to an extension;
3. That should the Grantee violate the Grant Agreement in any material way, and fail to cure such violation upon written notice from the Conservancy as provided in the Grant Agreement, the Grantee shall reimburse the Conservancy for the full amount of the grant within thirty (30) days of a written demand from the Conservancy to do so;
4. That the Grantee shall maintain accounting records of how the grant sum was spent for a period of three years and shall make such records available for inspection by the Conservancy or the Department of Finance upon request by either agency;
5. That the Conservancy shall review and approve all material changes to the Project as described in the grant application prior to their implementation; and
6. That any unused grant funds must be returned to the Coachella Valley Mountains Conservancy, along with any accrued interest, not later than one month after the project completion date.

EXHIBIT E – (Continued)
AUTHORIZING RESOLUTIONS

CVMC Board Resolution No. 2025-01
May 12, 2025
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BE IT FURTHER RESOLVED that the Board hereby authorizes its Executive Director, or in her absence the Acting Director or Board Chair, to execute any and all documents necessary to effect the grant.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the Coachella Valley Mountains Conservancy Governing Board, held on this 12th day of May 2025, by the following vote, to wit:

AYES: Enrique Arroyo, Steve Downs, Gary Gardner, Benjamin Guitron, Bjana Jefferson, Rita Lamb, Deborah McGarrey, Margaret Park, Brian Penna, V. Manuel Perez, Andrea Scharffer, Joan Taylor, Christopher Tracy, Ellen L. Trover, Evan Trubee, John Walsh.

NOES: None.

ABSTENTIONS: Denise Delgado.

ABSENT: Stephen Benson, Grace Garner, Beatriz Gonzalez.

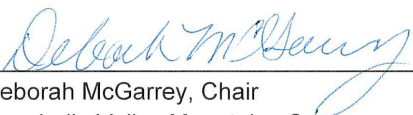

Deborah McGarrey, Chair
Coachella Valley Mountains Conservancy

EXHIBIT E – (Continued)
GRANTEE AUTHORIZING RESOLUTIONS

CERTIFICATION

Applicant possesses legal authority to apply for the grant, and to implement the proposed project described in the Project Narrative attached below. The undersigned representative of Applicant represents and warrants that he or she has the legal authority to serve as the official representative of the Applicant to act in connection with the application and to provide such additional information as may be required.

Applicant will cause the project to be implemented in accordance with the schedule, budget and conditions contained in its grant proposal.

Where the project includes land acquisition, a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Applicant to act in connection with the application and to provide such additional information as may be required. Furthermore, property acquired through a land acquisition grant shall be maintained in perpetuity for the conservation of its biological and scenic resources. With the approval of the Conservancy, the applicant or its successors in interest in the property may transfer the responsibility to maintain the property to a qualified local, state, or federal agency, or to another qualified non-profit organization.

Applicant will give the State's authorized representative access to and the right to examine all records, books, papers, or documents related to the grant.

Applicant will comply where applicable with provisions of the California Environmental Quality Act and the California Relocation Assistance Act, any other state, and/or local laws, and/or regulations.

Applicant provides the foregoing assurances as witnessed by the signature of applicant's authorized representative below.

William B. Pattison, Jr., Acting City Manager
Name, Title

3/26/2025
Date

EXHIBIT F

REPORT FORMATS AND REQUIREMENTS

PROGRESS REPORTS

Progress reports shall generally include the following:

- Estimate percentage of Project complete.
- Narrative of work accomplished during the reporting period.
- Milestones or deliverables completed/submitted during the reporting period.
- Scheduling concerns and issues encountered that may delay completion of the task.
- Work anticipated for the next reporting period.
- Photo documentation, as appropriate.
- Any schedule or budget modifications approved by CVMC during the reporting period.
- Any problems encountered in the performance of the work during the period.

GRANT COMPLETION REPORT

The Grant Completion Report shall consist of a narrative of not more than ten (10) pages that includes the following:

Executive Summary

Reports and/or products

- Summary of the work completed.
- Brief comparison of work proposed in the original grant application and actual work done.
- Identify remaining work (i.e., not funded by the Grant), if any, and mechanism for ensuring its implementation.
- Lien releases as applicable

Cost & Disposition of Funds Information

- A summary of final funds disbursement for the Project.

Additional Information

- A final schedule showing actual progress duration versus planned progress.
- Copies of any final documents or reports generated during the Project, as applicable.

ANNUAL ONGOING COMPLIANCE REPORT

The Annual Compliance Report shall include a report on Grantee's implementation of ongoing performance monitoring as may be required by Grantee's Performance Monitoring Plan, as set forth in Exhibit H, Additional Terms and Conditions, as well as a description of any repairs required to the Project site and a general description of the condition of the Project site.

EXHIBIT F – (Continued)
SAMPLE QUARTERLY PROJECT STATUS REPORT

[Insert Organization Header/Logo]

CVMC Grants Quarterly Project Status Reports

Date:

Grant Number:

Grantee/Lead Agency:

Project Name:

Quarter & Dates: # Quarter, Month – Month, Year.

Narrative of Task(s)/Objective(s) Accomplished during this reporting period:

Milestones/Deliverables completed during the reporting period:

Schedule or budget concerns, challenges, issues encountered, and/or performance of work that may delay completion of the project (i.e. staff changes, permits, etc):

Schedule or budget modifications (if any):

Work anticipated for the next reporting period:

Photo Documentation:

EXHIBIT F – (Continued)
SAMPLE FINAL PROJECT REPORT

[Insert Organization Header/Logo]

Final Project Report [Project Title]

[Coversheet to include]

Submission Date:

Grantee:

Grant Number:

Grantee Address/HQ:

Full Project Name:

Project Completion Date:

Report Prepared by:

Collaborators/Contributors/Consultants:

Report Reviewed by:

Submitted to:

Coachella Valley Mountains Conservancy
42-600 Cook Street, Suite 219
Palm Desert CA, 92260

[Final report to include]

Executive Summary

Reports and/or products

- Summary of the work completed.
- Brief comparison of work proposed in the original grant application and actual work done.
- Community improvements as a result of the project completion.
- Impact on Conservation and Wildlife
- Identify remaining work (i.e., not funded by the Grant), if any, and mechanism for ensuring its implementation.
- Lien releases as applicable

Cost & Disposition of Funds Information

- A summary of final funds disbursement for the Project.

Additional Information

- A final schedule showing actual progress duration versus planned progress.
- Copies of any final documents or reports generated during the Project, as applicable.
- Photo documentation of the Project site (include photographs below):

EXHIBIT F – (Continued)
SAMPLE ANNUAL ONGOING COMPLIANCE REPORT

[Insert Organization Header/Logo]

Annual Ongoing Compliance Report

Grant Number:

Grantee:

Project Name:

Project Completion Date:

Date of Annual Report:

Describe the current condition of Project site:

Describe what management actions have been completed for the Project in the past year:

Describe what management needs are foreseen, based on this year's monitoring and management, for the coming year:

Photo documentation of the Project site (include photographs below):

EXHIBIT G

STATE AUDIT DOCUMENT REQUIREMENTS FOR GRANTEES

State Audit Document Requirements

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

Internal Controls:

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

State Funding:

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

Contracts:

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

Invoices:

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

Cash Documents:

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

EXHIBIT G – Continued
STATE AUDIT DOCUMENT REQUIREMENTS FOR GRANTEES

Accounting Records:

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

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Grantee staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff.
3. Verification that prevailing wages have been paid where applicable for work funded by the Grant Agreement.

Project Files:

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

EXHIBIT H

ADDITIONAL TERMS AND CONDITIONS

1. Incorporation of Proposal. Grantee shall complete the Project in accordance with its Grant Proposal dated March 26, 2025, except to the extent that proposal was modified by this Agreement.
2. Letters of Support/Collaboration/Funding Match. The grantee shall provide letters of support and/or letters of confirmation of collaboration/funding match.
3. Compliance with IS/MND. Grantee shall implement the Project in accordance with the Initial Study and Mitigated Negative Declaration Approved by the City of Coachella on May 13, 2010. Grantee shall implement all applicable mitigation measures required by the IS/MND as part of the Project.
4. Signage. The Grantee shall post signage at the project site acknowledging the specific bond that was used to fund the project. The signage shall also include the CVMC Logo and the following statement: *This project is funded by the Coachella Valley Mountains Conservancy Proposition 1 Grant Program, created through Bond Proposition 1- The Water Qualify, Supply, and Infrastructure Improvement Act of 2014, and administered by the Coachella Valley Mountains Conservancy, a state agency within the California Natural Resources Agency.* (See Exhibit H – Attachment 1 - Logo)
5. Contractors. Grantee shall provide information to CVMC about its bidding and procurements processes used in retaining contractors for the Project to document that its selection of contractors was fair and reasonable.
6. Consent of Landowners. Where the project is to be implemented on land not owned by Grantee, Grantee shall be responsible for obtaining consent of the owner prior to entering such owner's property. Grantee shall keep in writing record of such consent, and State shall have no liability for any trespass by Grantee due to failure to obtains such consents.
7. Ongoing Performance Monitoring. After the completion of the Project, Grantee shall monitor the Project site as reasonably required, including after every storm, to ensure all design functions of the Project are unobstructed and operational. Grantee shall submit Annual Ongoing Compliance reports as required by Section 12 of the Agreement.

**EXHIBIT H – (Continued)
LOGO**

A digital version of the Logo(s) will be shared via email correspondence with the Grantee.



EXHIBIT I
REQUEST FOR DISBURSEMENT FORM

(To be printed on Grantee Letterhead)

REQUEST FOR DISBURSEMENT OF GRANT FUNDS

Grantee: _____

Grant Agreement Number: _____

Project Name: _____

The undersigned, duly authorized representative of (**Name of Grantee**) _____,
hereby requests that the Coachella Valley Mountains Conservancy
disburses the sum of \$ _____
(dollar amount must match included itemized invoice[s]) per the
above-referenced grant agreement to (**Name of Payee**) _____

_____ at the following **address**:

Signature of Authorized Representative

Date

EXHIBIT I – Continued
REQUEST FOR DISBURSEMENT CHECKLIST

- Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
- Invoices must be itemized based on the categories (i.e., tasks) specified in the Project Budget. The amount claimed for salaries/wages/consultant fees must include a calculation formula (e.g., hours or days worked times the hourly or daily rate = the total amount claimed).
- Documentation, reasonably satisfactory to State (e.g., receipts, copies of checks, time sheets, etc.), must be provided for all costs included in the invoice.
- A copy of the most recent project status report required by Paragraph 13, Submission of Reports within the Grant Agreement.

EXHIBIT I – Continued
SAMPLE INVOICE WITH ITEMIZED TASKS

Invoice Date
Invoice Number

Bill To:
Coachella Valley Mountains Conservancy
42-600 Cook Street, Suite 219
Palm Desert, CA 92260

Re: Project No. 38500000P01XXXX

Task 1 – Description (from Grant Agreement Budget) (explanation of charges if needed)	\$Amount
Task 2 – Description	\$Amount
Task 3 – Description	\$Amount

TOTAL DUE: \$Amount