

**Grant Agreement 4600011476  
Amendment 1  
Under the Proposition 1 Sustainable Groundwater Planning (SGWP) Grant**

**State of California  
Natural Resources Agency  
Department of Water Resources**

**Agreement Between The State of California  
Department of Water Resources  
and Monterey County**

**This amendment to Agreement 4600011476 is made on \_\_\_\_\_. The agreement is amended as follows:**

**AGREEMENT:**

The Agreement termination date is extended from March 31, 2018 to March 31, 2019 in Paragraph 2. TERM OF GRANT AGREEMENT. See Attachments 2 and 3.

**Exhibit C – Schedule**

The end dates are extended as follows: Tasks 1, 2 and 3 from December 2017 to December 31, 2018. See Attachments 2 and 3.

IN WITNESS WHEREOF, the parties hereto have executed this amendment on the date first written above.

STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES

Monterey County

\_\_\_\_\_  
Carmel M. Brown, P.E., Chief  
Financial Assistance Branch  
Division of Integrated Regional Water  
Management

\_\_\_\_\_  
Carl P. Holm  
Director, Resource Management Agency

Date\_\_\_\_\_

Date\_\_\_\_\_

Approved as to Legal Form and Sufficiency

\_\_\_\_\_  
Robin Brewer, Assistant Chief Counsel  
Office of Chief Counsel

Date\_\_\_\_\_

# Amendment 1

## GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES) AND MONTEREY COUNTY

AGREEMENT NUMBER 4600011476

### PROPOSITION 1 SUSTAINABLE GROUNDWATER PLANNING (SGWP) GRANT PUBLIC RESOURCE CODE §79700 ET SEQ.

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or "DWR" and Monterey County, herein referred to as the "Grantee", which parties do hereby agree as follows:

1. PURPOSE. State shall provide funding from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Water Code, § 79770 et seq.) to assist the Grantee in financing planning activities (Project) that will improve sustainable groundwater management.
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 March 31, 2019, or when all of the Parties' obligations under this Grant Agreement are fully satisfied, whichever occurs earlier.
3. GRANT AMOUNT. The maximum amount payable by the State under this Agreement shall not exceed \$250,000.
4. GRANTEE COST SHARE. Grantee is required to provide a Local Cost Share (non-state funds) of not less than 50 percent of the Total Project Cost unless a Disadvantaged Community waiver is granted. Grantee agrees to provide a Local Cost Share (non-state funds) for the amount as documented in Exhibit B Budget. Local Cost Share may include expenses directly related to Exhibit A Work Plan after November 4, 2014.
5. GRANTEE'S RESPONSIBILITY. Grantee and its representatives shall:
  - a) Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Exhibit B (Budget) and Exhibit C (Schedule).
  - b) Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for Water Quality, Supply, and Infrastructure Improvement Act of 2014 financing.
  - c) Comply with all applicable California laws and regulations.
  - d) Implement the Project in accordance with applicable provisions of the law.
  - e) Fulfill its obligations under the Grant Agreement, and be responsible for the performance of the project.
6. DISBURSEMENT OF FUNDS. State will disburse to Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation.
7. ELIGIBLE PROJECT COST. Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B. Eligible project costs include the reasonable costs of studies, engineering, design, land and easement acquisition, legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reasonable administrative expenses may be included as Total Project Costs and will depend on the complexity of the project preparation, planning, coordination, construction, acquisitions, and implementation. Reimbursable administrative expenses are the necessary costs incidentally but directly related to the project including the portion of overhead and administrative expenses that are directly related to the project included in this Agreement in accordance with the standard accounting practices of the Grantee. Work performed on the project after March 22, 2016, shall be eligible for reimbursement.

Costs that are not eligible for reimbursement or to be used as Local Cost Share include, but are not limited to the following items:

- a) Costs for preparing and filing a grant application belonging to another solicitation

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### Exhibit C Schedule

Tasks	Start Date	End Date
Task 1 – Grant Administration	July 2016	December 2018
Task 2 – Communication and Outreach	November 2014	December 2018
Task 3 – Groundwater Sustainability Plan Development	November 2014	December 2018