

**GRANT AGREEMENT AMONG THE METROPOLITAN WATER DISTRICT OF SOUTHERN
CALIFORNIA, PALO VERDE IRRIGATION DISTRICT, AND [NAME OF GRANTEE]**

This Grant Agreement is entered into by THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA (MWD), PALO VERDE IRRIGATION DISTRICT (PVID), and [NAME OF GRANTEE] (Grantee), also each referred to individually as a “Party” or collectively the “Parties”.

Explanatory Recitals

A. In 2023, the United States Bureau of Reclamation (Reclamation) entered into a System Conservation Implementation Agreement (SCIA) with MWD, to which PVID concurred. Under the SCIA, Reclamation agreed to provide funding to MWD in exchange for the creation of system conservation water through fallowing in PVID to benefit the Colorado River. In 2024 and 2025, MWD and PVID (Grantors) agreed to use a portion of the funding provided by Reclamation to help mitigate any potential impacts from the SCIA.

B. In 2025, Grantors established the Community Enhancement Collaborative (CEC) to make decisions regarding the funding of community improvement projects within PVID’s service area with funding provided from Reclamation. Grantors also established a Community Advisory Committee (CAC) to evaluate potential projects and make funding recommendations for approval by the CEC.

C. In response to a request for proposals, Grantee submitted to the CAC a grant application dated [DATE], which is attached to this Grant Agreement as Exhibit A.

D. On [DATE], the CAC recommended that the CEC approve funding [DESCRIPTION OF CAC RECOMMENDATION]. On [DATE], the CEC approved funding [DESCRIPTION OF APPROVAL].

E. Grantors and Grantee desire to enter into this Grant Agreement.

Terms of Grant Agreement

1. Purpose

The purpose of this Grant Agreement is for Grantors to provide funding for Grantee to execute the Project as described in Section 2.

2. Description of Project

The Project consists of [DESCRIPTION OF PROJECT]. The Parties may agree in writing to modify the Project.

3. Award

Grantors will provide Grantee with up to \$[AMOUNT] for the Project. Grantee will use the funds solely to execute the Project within 12 calendar months of payment by Grantors. Grantors may extend in writing the time Grantee has to use the funds by up to an additional 12 months. Upon expenditure of the funds, Grantee will provide records to Grantors documenting the expenditure.

4. Unexpended Funds

Grantee will return all unexpended funds to Grantors within 30 days of either: (a) the expiration of the 12 calendar-month period and any extension; or (b) the date on which Grantors determine that the Project is substantially complete, whichever occurs first.

5. Term

The term of this Grant Agreement is effective on the date of execution by the last Party and will remain in effect until all of the requirements and conditions are satisfied or until terminated. Grantors may terminate this Grant Agreement with or without cause by providing written notice to Grantee not less than thirty days prior to an effective termination date. Grantors will have no obligation in the event of termination of this Grant Agreement.

6. Legal Requirements

Grantee will secure and maintain all licenses or permits required by law and shall comply with all ordinances, laws, orders, rules, and regulations pertaining to the Project.

7. Indemnity

a. Grantee assumes all risk of injury to itself, its employees, agents, consultants, sub-contractors, and contractors, including loss or damage to property, in the performance of this Grant Agreement.

b. Grantee will defend, indemnify, and hold harmless Grantors, their Boards of Directors, officers, employees, and agents from and against all claims, suits, or causes of action, of any character, for injury to any person or damage to any property arising out of, pertaining to, or related to Grantee's negligence, recklessness or willful misconduct in the performance of this Grant Agreement.

c. Grantee will maintain general liability insurance coverage in the amount of at least \$500,000.00.

8. Records

Grantee will establish and maintain books, records, and accounts pertaining to administration of the terms and conditions of this Grant Agreement.

9. Audit

Upon reasonable notice from Grantors, Grantee will cooperate fully with any audit conducted by Grantors and will permit access to its books, records, and accounts as may be necessary to conduct such audits. If Grantors determine that Grantee has misapplied or misappropriated any funds provided pursuant to this Grant Agreement, Grantee shall return such funds to Grantors within 30 days after written notice of such determination.

10. MWD Conflict of Interest and Gift Restrictions

a. Grantee represents that it has advised MWD in writing prior to the date of signing of this Grant Agreement of any known relationships with a third party, MWD's Board of Directors, or employees which could (1) present a conflict of interest with the rendering of work under this Grant Agreement, (2) prevent Grantee from performing the terms of this Grant Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

b. Grantee agrees not to accept any employment during the term of this Grant Agreement from any other person, firm, or corporation where such employment is a conflict of interest or where such employment is likely to lead to a conflict of interest between MWD's interest and the interests of such person, firm or corporation or any other third party. Grantee shall immediately inform MWD, throughout the term of this Grant Agreement, if any employment contemplated may develop into a conflict of interest or potential conflict of interest.

c. Grantee is hereby notified that Sections 7130 and 7131 of MWD's Administrative Code, the California Political Reform Act ("PRA") and regulations of the Fair Political Practices Commission ("FPPC") prohibit MWD Board members, officers and employees from receiving or agreeing to receive, directly or indirectly, any compensation, reward or gift from any source except from his or her appointing authority or employer, for any action related to the conduct of MWD's business, except as specifically provided in the Administrative Code Sections 7130 and 7131, the PRA and FPPC regulations. Grantee agrees not to provide any prohibited compensation, reward or gift to any MWD Board member, officer or employee.

d. Grantee is hereby notified that California Government Code Section 1090 et seq. and MWD's Administrative Code prohibit MWD contracts in which a MWD Board member is "financially interested," absent an exception under Section 1091 or 1091.5. Grantee is further notified that a contract executed in violation of this section may be voided by operation of law.

11. PVID Conflict of Interest and Gift Restrictions

a. Grantee represents that it has advised PVID in writing prior to the date of signing of this Grant Agreement of any known relationships with a third party, PVID's Board of Directors, or employees which could (1) present a conflict of interest with the rendering of work under this Grant Agreement, (2) prevent Grantee from performing the terms of this Grant Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

b. Grantee agrees not to accept any employment during the term of this Grant Agreement from any other person, firm, or corporation where such employment is a conflict of interest or where such employment is likely to lead to a conflict of interest between PVID's interest and the interests of such person, firm or corporation or any other third party. Grantee shall immediately inform PVID, throughout the term of this Grant Agreement, if any employment contemplated may develop into a conflict of interest or potential conflict of interest.

c. Grantee is hereby notified that the California Political Reform Act ("PRA") and regulations of the Fair Political Practices Commission ("FPPC") prohibit PVID Board members, officers and employees from receiving or agreeing to receive, directly or indirectly, any compensation, reward or gift from any source except from his or her appointing authority or employer, for any action related to the conduct of PVID's business, except as specifically provided in the PRA and FPPC regulations. Grantee agrees not to provide any prohibited compensation, reward or gift to any PVID Board member, officer or employee.

d. Grantee is hereby notified that California Government Code Section 1090 et seq. prohibits PVID contracts in which a PVID Board member is "financially interested," absent an exception under Section 1091 or 1091.5. Grantee is further notified that a contract executed in violation of this section may be voided by operation of law.

12. Publication of Grant

Grantee hereby consents to Grantors publishing notice of this Grant Agreement in the press, on Grantors' websites and social media, or otherwise. This provision survives the termination of this Grant Agreement.

13. Use of Grantors' Names

Grantee will not publish or use any advertising, sales promotion, or publicity in matters relating to services, equipment, products, reports, and material furnished by Grantee, in which Grantors' names are used or their identity implied without Grantors' prior written approval. This provision survives the termination of this Grant Agreement.

14. Notices

Any notice or communication given under this Grant Agreement shall be effective when deposited, postage prepaid, with the United States Postal Service and addressed to the contracting parties as follows with an e-mail copy:

The Metropolitan Water District
of Southern California
Post Office Box 54153
Los Angeles, CA 90054-0153
Attention: [Agreement Admin
name@mwdh2o.com]

[Grantee's name
Address
Address
City, State, Zip
Attention: Key Personnel
name@company.com]

Palo Verde Irrigation District
180 W. 14th Avenue
Blythe, CA 92225
Attention: [Agreement Admin
name@XXXXX]

A Party may change the address to which notice or communication is to be sent by providing advance written notice to the other Parties.

15. Severability

If any provision of this Grant Agreement shall be held illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable, and the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

16. Jurisdiction

This Grant Agreement shall be deemed a contract under the laws of the State of California and, for all purposes, shall be interpreted in accordance with such laws. The Parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California.

17. Non-Assignment

This Grant Agreement may not be assigned to another party without the written consent of all Parties.

18. No Third-Party Beneficiaries

The Parties do not intend to create any third-party beneficiary rights to enforce the terms of this Grant Agreement in any person not a Party.

19. Entire Agreement

This writing contains the entire agreement of the Parties relating to the subject matter hereof, and the parties have made no agreements, representations, or warranties either written or oral relating to the subject matter hereof which are not set forth herein. This Grant Agreement may not be modified or altered except by a written amendment signed by the Parties.

20. Authorization

Each person executing this Grant Agreement on behalf of a Party warrants and represents to the other Parties that he or she is duly authorized to execute this Grant Agreement on behalf of such Party and has the authority to bind their Party to the performance of its obligations hereunder.

[Signatures on next page]

Signature Page

IN WITNESS WHEREOF, the Parties have executed and entered into this Grant Agreement.

Approved as to form:

THE METROPOLITAN WATER DISTRICT OF
SOUTHERN CALIFORNIA

By_____

By_____

Date_____

Approved as to form:

PALO VERDE IRRIGATION DISTRICT

By_____

By_____

Date_____

[GRANTEE]

By_____

Date_____

Exhibit A – Grant Application

Exhibit B – Metropolitan Conflicts of Interest Disclosure Form

BACKGROUND AND PURPOSE

State law and Metropolitan’s internal ethics rules prohibit Metropolitan directors, officers, and employees (“Metropolitan officials”) from making, participating in making, or attempting to influence any Metropolitan decision in which they have a triggering personal financial interest. A Metropolitan official may have a personal financial interest in a decision if it would foreseeably and materially affect the expenses, income, assets or liabilities of the official or an immediate relative as defined below. In some cases, a financial conflict of interest can render a contract void and require restitution of all payments. Conflicts of interest also can expose individuals to administrative or criminal penalties. In many cases, the conflict can be avoided if the Metropolitan official formally recuses himself or herself from the decision-making process.

Receiving or soliciting political campaign contributions also can require a Metropolitan director to publicly disclose the conflict and take no part in the decision-making process.

The following questions are designed to assist Metropolitan and its officials, as well as the Grantee, to recognize and avoid financial conflicts of interest. The details (such as dollar amounts) are based upon criteria within Metropolitan’s internal ethics rules or state law. Metropolitan’s Ethics Office will review and make a determination regarding whether any actual or potential disqualifying conflicts exist, and to review options for avoiding a conflict. Metropolitan may seek additional information from you to evaluate potential conflicts prior to any final decision.

Grantee must respond to each of the following questions. For any “yes” response, please provide a thorough explanation. (You may attach additional sheets.) Failure to fully disclose information or potential conflicts, may result in disqualification or rejection of the subject proposal, agreement, or contract.

If you have any questions or concerns about the requirements or how to respond to these questions, please contact Metropolitan’s Agreement Administrator.

QUESTIONS

1. Have you been employed by Metropolitan within the past 36 months?

[Yes] ☐ [No] ☐

IF YES, PROVIDE DETAILS BELOW:

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2. Have you or your firm employed or contracted for the services of or otherwise made payments to any individual(s) who served as a Metropolitan director, officer, or employee within the past 36 months?

[Yes] ☐ [No] ☐

IF YES, PROVIDE DETAILS BELOW:

If “Yes”, did this individual advise you on or participate in formulating your submittal?

[Yes]☐ [No]☐

IF YES, PROVIDE DETAILS BELOW:

3. Do any current Metropolitan directors, officers, employees, or consultants, or their immediate relatives, have any of the following financial relationships with you, your company, or with any proposed sub-consultant or contractor?

For purposes of this question, “Immediate relative” means any spouse, domestic partner, child or step-child (including adults), parent or step-parent, parent-in-law, sibling, grandparent, or grandchild.

(Check all that apply)

Owner	[Yes] ☐	[No] ☐
Member	[Yes] ☐	[No] ☐
Partner	[Yes] ☐	[No] ☐
Officer	[Yes] ☐	[No] ☐
Employee	[Yes] ☐	[No] ☐
Consultant	[Yes] ☐	[No] ☐
Contractor	[Yes] ☐	[No] ☐
Broker	[Yes] ☐	[No] ☐
Investor of \$2000 or more	[Yes] ☐	[No] ☐
Landlord or Tenant	[Yes] ☐	[No] ☐
Other financial arrangement	[Yes] ☐	[No] ☐

IF YES, PROVIDE DETAILS BELOW:

If “Yes”, did this individual advise you on or participate in formulating your submittal?

[Yes]☐ [No]☐

IF YES, PROVIDE DETAILS BELOW:

4. Within the past 12 months, have you or your firm provided anything listed below to any Metropolitan official, employee, director, consultant or his/her immediate relative?

Gift or gifts (such as food, beverage, entertainment, or travel) totaling \$50 or more in value	[Yes] ☐	[No] ☐
Income (i.e., as an employee, consultant, supplier, service provider, etc.) totaling \$500 or more in value	[Yes] ☐	[No] ☐
Loan or loans of \$500 or more	[Yes] ☐	[No] ☐
Loan repayments of \$500 or more	[Yes] ☐	[No] ☐

IF YES, PROVIDE DETAILS BELOW:

If “Yes” to any of the above, did this individual advise you on or participate in formulating your submittal?

[Yes] ☐ [No] ☐

IF YES, PROVIDE DETAILS BELOW:

5. Within the past 12 months, have you or your firm offered or discussed potential employment or any other business opportunities with any Metropolitan director, official, employee or their immediate relative?

[Yes] ☐ [No] ☐

IF YES, PROVIDE DETAILS BELOW:

If “Yes”, did the individual(s) advise you on or participate in formulating your submittal?

[Yes] ☐ [No] ☐

IF YES, PROVIDE DETAILS BELOW:

6. Within the past 12 months, have you or any of your officers, employees, or agents:

Made a political contribution of \$250 or more to the campaign or committee of any member of Metropolitan’s Board of Directors who is an elected official or candidate for elective office?	[Yes] ☐	[No] ☐
Received any solicitation for a political campaign contribution of \$250 or more from any member of Metropolitan’s Board of Directors or its General Manager?	[Yes] ☐	[No] ☐

IF YES, PROVIDE DETAILS BELOW



Exhibit B-1 – PVID Conflicts of Interest Disclosure Form

BACKGROUND AND PURPOSE

State law and PVID's internal ethics rules prohibit PVID directors, officers, and employees ("PVID officials") from making, participating in making, or attempting to influence any PVID decision in which they have a triggering personal financial interest. A PVID official may have a personal financial interest in a decision if it would foreseeably and materially affect the expenses, income, assets or liabilities of the official or an immediate relative as defined below. In some cases, a financial conflict of interest can render a contract void and require restitution of all payments. Conflicts of interest also can expose individuals to administrative or criminal penalties. In many cases, the conflict can be avoided if the PVID official formally recuses himself or herself from the decision-making process.

Receiving or soliciting political campaign contributions also can require a PVID director to publicly disclose the conflict and take no part in the decision-making process.

The following questions are designed to assist PVID and its officials, as well as the Grantee, to recognize and avoid financial conflicts of interest. The details (such as dollar amounts) are based upon criteria within PVID's internal ethics rules or state law. PVID's Ethics Office will review and make a determination regarding whether any actual or potential disqualifying conflicts exist, and to review options for avoiding a conflict. PVID may seek additional information from you to evaluate potential conflicts prior to any final decision.

Grantee must respond to each of the following questions. For any "yes" response, please provide a thorough explanation. (You may attach additional sheets.) Failure to fully disclose information or potential conflicts, may result in disqualification or rejection of the subject proposal, agreement, or contract.

If you have any questions or concerns about the requirements or how to respond to these questions, please contact PVID's Agreement Administrator.

QUESTIONS

7. Have you been employed by PVID within the past 36 months?

[Yes] ☐ [No] ☐

IF YES, PROVIDE DETAILS BELOW:

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8. Have you or your firm employed or contracted for the services of or otherwise made payments to any individual(s) who served as a PVID director, officer, or employee within the past 36 months?

[Yes] ☐ [No] ☐

IF YES, PROVIDE DETAILS BELOW:

If “Yes”, did this individual advise you on or participate in formulating your submittal?

[Yes]☐ [No]☐

IF YES, PROVIDE DETAILS BELOW:

9. Do any current PVID directors, officers, employees, or consultants, or their immediate relatives, have any of the following financial relationships with you, your company, or with any proposed sub-consultant or contractor?

For purposes of this question, “Immediate relative” means any spouse, domestic partner, child or step-child (including adults), parent or step-parent, parent-in-law, sibling, grandparent, or grandchild.

(Check all that apply)

Owner	[Yes] ☐	[No] ☐
Member	[Yes] ☐	[No] ☐
Partner	[Yes] ☐	[No] ☐
Officer	[Yes] ☐	[No] ☐
Employee	[Yes] ☐	[No] ☐
Consultant	[Yes] ☐	[No] ☐
Contractor	[Yes] ☐	[No] ☐
Broker	[Yes] ☐	[No] ☐
Investor of \$2000 or more	[Yes] ☐	[No] ☐
Landlord or Tenant	[Yes] ☐	[No] ☐
Other financial arrangement	[Yes] ☐	[No] ☐

IF YES, PROVIDE DETAILS BELOW:

If “Yes”, did this individual advise you on or participate in formulating your submittal?

[Yes]☐ [No]☐

IF YES, PROVIDE DETAILS BELOW:

10. Within the past 12 months, have you or your firm provided anything listed below to any PVID official, employee, director, consultant or his/her immediate relative?

Gift or gifts (such as food, beverage, entertainment, or travel) totaling \$50 or more in value	[Yes] ☐	[No] ☐
Income (i.e., as an employee, consultant, supplier, service provider, etc.) totaling \$500 or more in value	[Yes] ☐	[No] ☐
Loan or loans of \$500 or more	[Yes] ☐	[No] ☐
Loan repayments of \$500 or more	[Yes] ☐	[No] ☐

IF YES, PROVIDE DETAILS BELOW:

If "Yes" to any of the above, did this individual advise you on or participate in formulating your submittal?

[Yes] ☐ [No] ☐

IF YES, PROVIDE DETAILS BELOW:

11. Within the past 12 months, have you or your firm offered or discussed potential employment or any other business opportunities with any PVID director, official, employee or their immediate relative?

[Yes] ☐ [No] ☐

IF YES, PROVIDE DETAILS BELOW:

If "Yes", did the individual(s) advise you on or participate in formulating your submittal?

[Yes] ☐ [No] ☐

IF YES, PROVIDE DETAILS BELOW:

12. Within the past 12 months, have you or any of your officers, employees, or agents:

Made a political contribution of \$250 or more to the campaign or committee of any member of <u>PVID's</u> Board of Directors who is an elected official or candidate for elective office?	[Yes] ☐	[No] ☐
Received any solicitation for a political campaign contribution of \$250 or more from any member of <u>PVID's</u> Board of Directors or its General Manager?	[Yes] ☐	[No] ☐

IF YES, PROVIDE DETAILS BELOW

