File No. 120828 Committee Item No. 4
Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee **Date** 09/12/2012

Board of Supervisors Meeting **Date** _____

Cmte	Board	
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☒	☐	Resolution
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☐	☐	Legislative Digest
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OTHER (Use back side if additional space is needed)

☐	☐	_____
☐	☐	_____
☐	☐	_____
☐	☐	_____
☐	☐	_____
☐	☐	_____
☐	☐	_____
☐	☐	_____

Completed by: Victor Young **Date** September 7, 2012
Completed by: Victor Young **Date** _____

FILE NO. 120828 RESOLUTION NO.

[Accept and Expend Grant - High Efficiency Toilet Installation Program - $863,100]

Resolution authorizing the San Francisco Public Utilities Commission to accept and expend a Department of Water Resources administered grant in the amount of $863,100 for the San Francisco Public Utilities Commission High-Efficiency Toilet Installation Program.

WHEREAS, On October 30, 2008, the San Francisco Public Utilities Commission approved the Phased Water System Improvement Program Variant (Phased WSIP Variant) in Commission Resolution No. 08-0200; and

WHEREAS, The Phased WSIP Variant included the development of 10 million gallons per day (mgd) in conservation, recycled water, and groundwater in San Francisco by 2018; and

WHEREAS, The SFPUC is promoting water conservation to help meet the 10 mgd goal by 2018; and

WHEREAS, Replacement of higher-volume toilets with lower-volume models among San Francisco retail customer accounts is a fundamental component of the SFPUC's water conservation program and will assist the SFPUC in meeting its long-term demand reduction goals; and

WHEREAS, On behalf of numerous public agencies located in the San Francisco Bay Area, Bay Area Clean Water Agencies (BACWA) applied for and received a Proposition 84 Integrated Regional Water Management Grant (State Grant) from the State of California, Department of Water Resources (DWR) in the amount of $30,093,592, to help fund the implementation and operation of various regional water conservation, water recycling, ecosystem restoration, green infrastructure, and flood management watershed projects; and

WHEREAS, The State Grant includes $9,191,685 to fund water conservation programs for the following Participating Agencies: Alameda County Water District, Bay Area Water Supply and Conservation Agency, City of Napa, Contra Costa Water District, East Bay Municipal Utilities District, Sonoma County Water Agency, Santa Clara Valley Water District, San Francisco Public Utilities Commission, Solano County Water Agency, Marin Municipal Water District, Zone 7 Water Agency, Alameda County Waste Management Authority (StopWaste.org), and the Napa County Flood Control and Water Conservation District; and

WHEREAS, Solano County Water Agency (SCWA) and BACWA have entered into an Implementation Agreement dated, May 7, 2012 by which BACWA agrees to disburse funding from the State Grant to SCWA for SCWA to use in administration and performance of eligible Projects under the State Grant; and

WHEREAS, The State Grant permits SCWA to pass State Grant funds through to Participating Agencies to carry out the purposes of the State Grant; and

WHEREAS, SCWA wishes to pass State Grant funds through to the SFPUC to use in the performance of high-efficiency toilet installation and customer financial incentive rebate program services; and

WHEREAS, The SFPUC desires to receive State Grant funds, and is willing to cooperate in fulfilling SCWA's obligations under the State Grant requirements; and

WHEREAS, The total cost of the SFPUC high-efficiency toilet installation and financial incentive programs are over $5.3 million, of which $863,100 would be provided through grant funding and the remaining amount would be paid from funds available in the Water Enterprise, Water Conservation operating budget; and

WHEREAS, This grant does not include an Annual Salary Ordinance (ASO) Amendment; and

WHEREAS, San Francisco Administrative Code Sec. 10.170-(d) states that if indirect costs are not allowed by the funding agency, this reason shall be stated in the authorizing resolution and upon approving the acceptance and expenditure, the Board of Supervisors may waive the requirement for inclusion of reimbursed costs; and,

WHEREAS, Required matching funds of $215,750 are available through the Water Conservation Operating Budget, 470703; and

WHEREAS, The terms for State Grant funds will be in effect as long as the Implementation Agreement between BACWA and SCWA is in effect for eligible projects initiated on or after August 16, 2011, that meet State Grant program requirements; and,

WHEREAS, The San Francisco Public Utilities Commission on July 24, 2012, adopted resolution no. 12-10135 authorizing the General Manager to accept and expend grant funds totaling $863,100 from the California Department of Water Resources, and to negotiate and execute on behalf of the City and County of San Francisco a Memorandum of Understanding with the Solano County Water Agency for the administration and disbursement of State Grant funds for SFPUC high-efficiency toilet installation and customer financial incentive rebate programs funded in part by a grant from the Department of Water Resources; now, therefore, be it

RESOLVED, That the General Manager of the San Francisco Public Utilities Commission, or designee, is authorized to accept and expend grant funds totaling $863,100 and the General Manager of the San Francisco Public Utilities Commission is authorized to negotiate and execute on behalf of the City and County of San Francisco, a Memorandum of Understanding with the Solano County Water Agency for the administration and disbursement of State Grant funds for SFPUC high-efficiency toilet installation and customer financial incentive rebate programs funded in part by a grant from the Department of Water Resources,

and to execute all required agreements, with required matching funding available from Water Conservation Operating Budget 470703; and, be it

FURTHER RESOLVED, that the Board of Supervisors waives the requirement for inclusion of reimbursement due to indirect costs, given that the funding agency does not allow for this reimbursement under the circumstances of this grant award.

Approved: _____
Mayor

Recommended _____
General Manager

Approved: _____
Controller

San Francisco
Water Power Sewer
Services of the San Francisco Public Utilities Commission

1155 Market Street, 11th Floor
San Francisco, CA 94103
T 415.554.3155
F 415.554.3161
TTY 415.554.3488

July 25, 2012

The Honorable Ben Rosenfield
Controller
City and County of San Francisco
1 Dr. Carlton B. Goodlett Place, Room 316
San Francisco, CA 94102

Subject: Resolution authorizing the SFPUC to accept and expend a grant of $863,100 from the California Department of Water Resources for the SFPUC high efficiency toilet installation program

Dear Controller Rosenfield:

Attached please find an original copy of a resolution that requires your signature. The resolution authorizes the SFPUC to accept and expend a grant of $863,100 from the California Department of Water Resources for the SFPUC high efficiency toilet installation program.

In this packet you will find:

- Copy of the BOS resolution requiring your signature
- Grant information form
- Grant budget
- Grant award letter from funding agency
- A copy of the Agenda Item from the SFPUC with background information on the resolution, as well as a signed copy of the SFPUC resolution related to this item.

When you have signed this resolution, please forward the original copy to the Mayor's Budget Office, City Hall Room 288, for signature by the Mayor and submittal to the Clerk of the Board of Supervisors.

Sincerely,

Ed Harrington
General Manager

Edwin M. Lee
Mayor

Anson Moran
President

Art Torres
Vice President

Ann Moller Caen
Commissioner

Francesca Vietor
Commissioner

Vince Courtney
Commissioner

Ed Harrington
General Manager

PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. **12-0135**

WHEREAS, On October 30, 2008 the Commission approved the Phased Water System Improvement Program Variant (Phased WSIP Variant) in Commission Resolution No. 08-0200; and

WHEREAS, The Phased WSIP Variant included the development of 10 million gallons per day (mgd) in conservation, recycled water, and groundwater in San Francisco by 2018; and

WHEREAS, The SFPUC is promoting water conservation to help meet the 10 mgd goal by 2018; and

WHEREAS, Replacement of higher-volume toilets with lower-volume models among San Francisco retail customer accounts is a fundamental component of the SFPUC's water conservation program and will assist the SFPUC in meeting its long-term demand reduction goals; and

WHEREAS, On behalf of numerous public agencies located in the San Francisco Bay Area, Bay Area Clean Water Agencies (BACWA) applied for and received a Proposition 84 Integrated Regional Water Management Grant (State Grant) from the State of California, Department of Water Resources (DWR) in the amount of $30,093,592, to help fund the implementation and operation of various regional water conservation, water recycling, ecosystem restoration, green infrastructure, and flood management-watershed projects; and

WHEREAS, The State Grant includes $9,191,685 to fund water conservation programs for the following Participating Agencies: Alameda County Water District, Bay Area Water Supply and Conservation Agency, City of Napa, Contra Costa Water District, East Bay Municipal Utilities District, Sonoma County Water Agency, Santa Clara Valley Water District, San Francisco Public Utilities Commission, Solano County Water Agency, Marin Municipal Water District, Zone 7 Water Agency, Alameda County Waste Management Authority (StopWaste.org), and the Napa County Flood Control and Water Conservation District; and

WHEREAS, Solano County Water Agency (SCWA)and BACWA have entered into an Implementation Agreement dated, May 7, 2012 by which BACWA agrees to disburse funding from the State Grant to SCWA for SCWA to use in administration and performance of eligible Projects under the State Grant; and

WHEREAS, The State Grant permits SCWA to pass State Grant funds through to Participating Agencies to carry out the purposes of the State Grant; and

WHEREAS, SCWA wishes to pass State Grant funds through to the SFPUC to use in the performance of high-efficiency toilet installation and customer financial incentive rebate program services; and

WHEREAS, The SFPUC desires to receive State Grant funds, and is willing to cooperate in fulfilling SCWA's obligations under the State Grant requirements; and

SFPUC TOILET DIRECT INSTALL AND INCENTIVE PROGRAM BUDGET DETAILS

a. **PERSONNEL** – N/A

b. **FRINGE BENEFITS** – N/A

c. **TRAVEL** – N/A

d. **EQUIPMENT** – N/A

e. **SUPPLIES** – N/A

f. **CONTRACTUAL** – $5.3 million

ITEM	PROCUREMENT METHOD	TOTAL
Professional Services Contract	Competitive Proposals	$5.3 million
f. CONTRACTURAL TOTAL		$5.3 million

g. **CONSTRUCTION** – N/A

h. **OTHER** – N/A

i. TOTAL DIRECT COSTS	$5.3 million
j. INDIRECT COSTS	
k. TOTAL PROPOSED COSTS	$5.3 million
STATE FUNDS REQUESTED	$863,100
RECIPIENT SHARE (MATCH)	Required match is $215,750, which is $25% of DWR limit of unit cost per toilet
RECIPIENT SHARE OF TOTAL PROPOSED COSTS	84%
STATE SHARE OF TOTAL PROPOSED COSTS	16%

TO:	**Angela Calvillo, Clerk of the Board of Supervisors**
FROM:	**Nathan Purkiss**
DATE:	**7/25/12**
SUBJECT:	**Resolution authorizing the SFPUC to accept and expend a grant of $863,100 from the California Department of Water Resources for the SFPUC high efficiency toilet installation program**
GRANT TITLE:	**Department of Water Resources for SFPUC high efficiency toilet installation program**

Attached please find the original and 4 copies of each of the following:

_X_ Proposed grant resolution; original signed by Department, Mayor, Controller

_X_ Grant information form, including disability checklist

_X_ Grant budget

_X_ Grant application

_X_ Grant award letter from funding agency

___ Other (Explain):

Special Timeline Requirements:

Departmental representative to receive a copy of the adopted resolution:

Name:Nathan Purkiss Phone: (415) 554-3404

Interoffice Mail Address: SFPUC, 525 Golden Gate Avenue, 12th Floor

Certified copy required Yes ☐ No ☐

(Note: certified copies have the seal of the City/County affixed and are occasionally required by funding agencies. In most cases ordinary copies without the seal are sufficient).

Grant Information Form

File Number: _____
(Provided by Clerk of Board of Supervisors)

The following describes the grant referred to in the accompanying resolution:

1. Grant Title: **California Department of Water Resources for Integrated Regional Water Management (IRWM) Grant**

2. Department: **SFPUC**

3. Contact Person: **Nathan Purkiss** Telephone: **(415) 554-3404**

4. Grant Approval Status (check one):

   [**X**] Approved by funding agency [ ] Not yet approved

5. Amount of Grant Funding Approved or Applied for: **$863,100**

6. a. Matching Funds Required: **$215,750**

   b. Source(s) of matching funds (if applicable):

   Funds for the SFPUC match will come from Water Resources, Water Conservation Section Operating Budget 470703

7. a. Grant Source Agency: **California Department of Water Resources (DWR)**

   b. Grant Pass-Through Agency (if applicable):

8. Proposed Grant Project Summary:

   Thirteen water agencies in the Bay Area were awarded Proposition 84 Integrated Regional Water Management grant funding for water conservation projects, with the Bay Area Clean Water Agencies (BACWA) serving as the fiscal agent responsible for signing the agreement with DWR and disbursing the funds. The SFPUC is a member of BACWA, a joint powers agency.

   The State grant includes $9,191,685 to fund various water conservation programs for the following partner agencies: Alameda County Water District, Bay Area Water Supply and Conservation Agency, City of Napa, Contra Costa Water District, East Bay Municipal Water District, Sonoma County Water Agency, Santa Clara Valley Water District, SFPUC, Solano County Water Agency, Marin Municipal Water District, Zone 7 Water

District, StopWaste.org, and the Napa County Resource Conservation District. DWR will disburse grant funds to BACWA on a reimbursement basis. SCWA and BACWA have entered into a May 7, 2012 grant implementation agreement in which BACWA agrees to disburse the grant funds to SCWA for administration and performance of the conservation projects for partner agencies in accordance with the implementation agreement.

The SFPUC Phased Water System Improvement Program (WSIP) Variant included the development of 10 million gallons per day (mgd) in conservation, recycled water, and groundwater in San Francisco by 2018.The SFPUC provides high-efficiency toilet installation services and customer financial incentive rebates that encourage San Francisco retail water customers to conserve water resources by installing 1.28 gallons per flush toilets. Replacing higher-volume toilets with lower-volume models is a fundamental component of the SFPUC's water conservation program. The grant funding will enable the SFPUC to replace over 3,800 inefficient toilets representing a potential estimated water savings of 1,661 acre feet or more over the lifetime of the new toilets. Implementation of the MOU with SCWA will assist the SFPUC in meeting its long-term demand reduction goals.

The total cost of the SFPUC high-efficiency toilet installation and rebate incentive programs is over $5.3 million, of which $863,100 would be provided through grant funding. The remaining funds would be paid from funds available in the Water Enterprise, Water Conservation operating budget 470703.

9. Grant Project Schedule, as allowed in approval documents, or as proposed:
   Start-Date: **8/16/11** End-Date: **as long as the Implementation Agreement between BACWA and SCWA is in effect.**

10. Number of new positions created and funded: **0**

11. If new positions are created, explain the disposition of employees once the grant ends?

12. Amount budgeted for contractual services: **$5.3 million**

    a. Will contractual services be put out to bid? **Yes**
    b. If so, will contract services help to further the goals of the department's MBE/WBE requirements? **No**
    c. Is this likely to be a one-time or ongoing request for contracting out? **One time**
    d.

13. Does the budget include indirect costs? [] Yes [**X**] No
    a. If yes, how much? Planning currently evaluating
    b. How was the amount calculated?
    c. If no, why are indirect costs not included?

[] Not allowed by granting agency [] To maximize use of grant funds on direct services
[ ] Other (please explain):
c2. If no indirect costs are included, what would have been the indirect costs?

14. Any other significant grant requirements or comments:

****Disability Access Checklist*****

15. This Grant is intended for activities at (check all that apply):
[**X**] Existing Site(s) [**X**] Existing Structure(s)
[ ] Existing Program(s) or Service(s) [ ] Rehabilitated Site(s)
[ ] Rehabilitated Structure(s) [] New Program(s) or Service(s)
[ ] New Site(s) [ ] New Structure(s)

16. The Departmental ADA Coordinator and/or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local access laws and regulations and will allow the full inclusion of persons with disabilities, or will require unreasonable hardship exceptions, as described in the comments section:

Comments:

Departmental or Mayor's Office of Disability Reviewer:
Nathan Purkiss, SFPUC ADA Coordinator
(Name)

Date Reviewed: 7/24/2012

Department Approval:

Ed Harrington, General Manager
(Name) (Title)

(Signature)

STATE OF CALIFORNIA – CALIFORNIA NATURAL RESOURCES AGENCY
EDMUND G. BROWN JR., Governor

DEPARTMENT OF WATER RESOURCES
1416 NINTH STREET, P.O. BOX 942836
SACRAMENTO, CA 94236-0001
(916) 653-5791

SEP 21 2011

Ms. Amy Chastain
Executive Director
Bay Area Clean Water Agencies
Post Office Box 24055, MS 702
Oakland, California 94623

Subject: Commitment Letter - Proposition 84, Round 1 IRWM Implementation Grant

Dear Ms. Chastain:

Thank you for your interest in the Proposition 84, Round 1 Integrated Regional Water Management (IRWM), Implementation Grant Solicitation Program. We are pleased to inform you that the proposal, San Francisco Bay Area Regional Priority Projects and Programs, filed by Bay Area Clean Water Agencies, has been selected by the Department of Water Resources (DWR) for funding.

This letter serves as DWR's conditional commitment of $30,093,592 in Proposition 84, IRWM funding for the grant proposal. This award is conditioned upon the execution of a Grant Agreement between DWR and the Grantee (i.e. your agency). A copy of the Grant Agreement template is available at the following website: http://www.water.ca.gov/irwm/integregio_resourceslinks.cfm.

The execution conditions that must be satisfied before DWR will enter into an agreement with your agency are listed in Attachment 1 along with additional requirements that must be addressed to maintain grant eligibility or prior to disbursement of grant funds. A 'time clock' icon is placed at the beginning of each time critical requirements in Attachment 1. Your timely attention to these requirements is very important. DWR wishes to execute the Grant Agreement within the very near future. Failure on your part to meet the general execution conditions and grant continuing eligibility requirements, in a timely manner, may result in DWR revoking the grant award. Attachment 2 lists the projects in your proposal that DWR recognized as meeting either a) critical water supply or quality need of a disadvantaged community or b) agriculture or urban water conservation funding targets. Attachment 3 includes an Environmental Information Form that will need to be completed for each individual project(s) listed in Attachment 2.

Please return the requested 'time critical' information to Vivien Maisonneuve at Post Office Box 942836, Sacramento, California 94236-0001 within the time period documented in Attachment 1.

If you have any questions, please contact Vivien Maisonneuve at (916) 651-9665 or vmaisonn@water.ca.gov.

Sincerely,

Tracie L. Billington, P.E., Chief
Financial Assistance Branch
Division of Integrated Regional Water Management

Attachments

Attachment 1
Execution Conditions and Additional Requirements

The following execution conditions and additional requirements must be satisfied for at least one project and the associated local project sponsor before DWR will enter into a contractual grant agreement. The same conditions and requirements are required to be met for the remaining projects, as applicable, prior to DWR disbursing grant funds for each specific project.

The additional requirements address eligibility requirements, which must be continuously met by your agency and local project sponsors to maintain grant funding eligibility and must be met prior to disbursement of grant funds for individual projects.

Execution Conditions:

- Within 14 calendar days of the date of this letter, submit a letter confirming your agency as the Grantee and accept the grant award in the amount of $30,093,592.
- Within 60 calendar days of the date of this letter, submit documentation that, for at least one project, the local project sponsor has available sources of sufficient funds to complete the grant-funded project. Specifically, submit copies of the three most recent years of audited financial statements, for your agency and the local project sponsor, including the following items:
  - Balance sheets, statements of sources of income and uses of funds, a summary description of existing debts including bonds, and the most recent annual budget
  - Separate details for the water enterprise fund, if applicable to an agency or organization
  - A list of all cash reserves, restricted and unrestricted, and any planned uses of those reserves
  - Any loans required for project funding and a description of the repayment method of any such loans.
- Within 60 calendar days of the date of this letter:
  - Submit any changes to the scope of work, budget, or schedule based on changes since the grant application was submitted. Any changes to the scope of work, budget, or schedule will only be accepted by DWR if the IRWM Region maintains or increases the level of quality and benefits as compared to the originally application.
- Grantee must demonstrate compliance with all applicable requirements of the California Environmental Quality Act (CEQA) and, if applicable, the National Environmental Policy Act (NEPA). DWR is the responsible agency in complying with CEQA for each individual project included in the grant agreement. For this purpose, Grantee must complete an Environmental Information Form (Attachment 3) for each individual project and submit to DWR in a timely manner. Grantee must submit documents that satisfy the CEQA and NEPA process as well as any mitigation agreements, and environmental permits. Reimbursement of grant expenses related to construction projects is subject to the DWR's decision to concur or not concur with the Grantee's final CEQA document.

Additional Requirements:

- The project(s) recognized by DWR as meeting a critical water supply or quality need of a Disadvantaged Community (DAC) must be retained. DAC projects must be included in the agreement for the same level of funding (at a minimum) that was proposed in your application.
- Since the region's IRWM Plan was adopted on or before September 30, 2008, the Regional Water Management Group must adopt an IRWM Plan that complies with Part 2.2 of Division 6 of the CWC, commencing with section 10530, within two years of entering into a binding agreement with DWR (i.e., the date of execution of the grant agreement by DWR).
- Undertake all reasonable and feasible efforts to take into account water related needs of DACs in the area within the San Francisco Bay Area IRWM region.
- Since the San Francisco Bay Area IRWM region receives water supplied from the Sacramento-San Joaquin Delta (Delta), the IRWM Plan must help reduce dependency on the Delta for water supply.
- The project(s) recognized by DWR as supporting urban and agricultural water conservation projects necessary to meet a 20 percent reduction in per capita water use by year 2020 (20x2020) must be retained in the agreement. Water Conservation project(s) must be included in the agreement for the same level of funding (at a minimum) that was proposed in your application.
- All local project sponsors that are urban water suppliers (UWS) receiving grant funding must:
  - Maintain compliance with water metering requirements (California Water Code (CWC) §525 *et seq.*).
  - Maintain compliance with the demand management measures/best management practices implementation requirements (CWC §10631.5).
- All local project sponsors that are UWS receiving grant funding must meet the Urban Water Management Planning (UWMP) Act requirements (CWC §10610-10656), and the requirements CWC §10608.16-10608.44. All UWS receiving grant funding must have submitted a 2010 UWMP to DWR. If an UWS has not already submitted their 2010 UWMP (which was due July 31, 2011), then explain why it was not submitted and provide an estimated submittal date. DWR may withhold execution of the grant agreement or disbursing grant funds until we receive and accept each UWS's 2010 UWMP. For any UWS who may not have yet already submitted their UWMP, please do so as soon as possible and we strongly encourage use of DWR's Online Submittal Tool (DOST) to submit the UWMP. The DOST may be found at the following link: http://www.water.ca.gov/urbanwatermanagement/dost/

Attachment 2
List of Awarded Projects

Project Name	DAC Project	Water Conservation Project
Bay Area Regional Green Infrastructure Capacity Building Program:		
1. San Pablo Spine and Regional Green Infrastructure Regionalization		
2. Hacienda Avenue "Green Street" Improvement		
3. Napa Valley Rainwater Harvesting		
Bay Area Regional Recycled Water Program:		
1. CCCSD-Concord Recycled Water Project		
2. DSRSD Central Dublin Recycled Water Distribution and Retrofit Project		
3. EBMUD East Bayshor Phase 1A-I-80		
4. MMWD Peacock Gap Recycled Water Extension		
5. North Bay Ware Reuse Authority Program:		
5.1 NMWD Novato North Service Area Project		
5.2 LGVSD Novato South Service Area Project		
5.3 NSH Pipeline Construction Stage 1 Project		
5.4 Sonoma Valley Recycled Water Stage 1 Project		
6. SFPUC Harding Park Recycled Water Project		
7. SBWR Industrial Expansion and Reliability		
Bay Area Regional Water Conservation Program:		X
1. Regional Drought Relief and Water Conservation Project		
Bay Area Wetland Ecosystem Restoration Program:		
1. Sears Point Wetland and Watershed Restoration		
2. Bair Island Restoration		
3. Pond A16/17 Habitat Restoration		
Integrated Water Quality Improvement, Flood Management and Ecosystem Restoration in Bay Area Disadvantaged Communities:		
1. Watershed Partnership Technical Assistance		
2. Stream Restoration with Schools and Community in Disadvantaged Communities of the North Bay		
3. Floodplain Mapping for the Bay Area with Disadvantaged Communities Focus	X	
4. Storm Water Improvements and Flood Reduction Strategies Pilot Project in Bay Point		
5. Disadvantaged Communities Richmond Shoreline and City of San Pablo Flood Project		
6. Pescadero Creek Watershed Disadvantaged Communities Integrated Flood Reduction and Habitat Enhancement Project		
7. Pescadero Creek Steelhead Smolt Outmigrant Trapping		
8. Stream Channel Shapes and Floodplain Restoration Guidance and Watershed Restoration in San Francisquito Creek, East Palo Alto, a Disadvantaged Community	X	
9. Steelhead and Coho: Bay Area Indicator for Restoration Success SF Estuary Steelhead Monitoring Program		

Attachment 3
Environmental Information Form

Grantees are responsible for complying with all applicable laws and regulations for their projects, including the California Environmental Quality Act (CEQA). Work that is subject to the CEQA shall not proceed under the IRWM Grant Agreement until documents that satisfy the CEQA process are received by the Department of Water Resources (DWR) and DWR has completed its CEQA compliance review. Work that is subject to a CEQA shall not proceed until and unless approved by DWR. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. Once CEQA documentation has been completed, DWR will consider the environmental documents and decide whether to continue to fund the project or to require changes, alterations or other mitigation. **This form is to be completed by the Grantee or Lead Agency.**

Grantee organization: _____
Project Manager: _____ **Project Title:** _____
Phone Number: _____
Address: _____

1. List the source of any other grants or funds received from the Department of Water Resources to implement a portion of this project. If none, please respond NA.

2. Is this a project as defined by CEQA? Explain. If no, skip to No.9 below. If yes proceed to No.3.

3. Is this project exempt from CEQA compliance? Yes _____ No _____
   If no, skip to No.4, below.
   If yes, check the appropriate response below; provide reasons for exemption in the space provided below; and then skip to No.9, below. Cite the CEQA Article, Section and Title of the CEQA exemption, if appropriate (statutory exemptions: http://ceres.ca.gov/topic/env_law/ceqa/guidelines/art18.html , categorical exemptions: http://ceres.ca.gov/topic/env_law/ceqa/guidelines/art19.html);

   _____ Lead Agency has already filed a Notice of Exemption (NOE) with the State Clearinghouse and/or County Clerk. (Attach copy of the NOE and, if applicable, a copy of the governing Board Resolution accepting the NOE)
   _____ Lead Agency will file a NOE with the State Clearinghouse and/or County Clerk. Provide estimated date: _____
   _____ Lead Agency will NOT file a NOE with the State Clearinghouse and/or County Clerk. *If Lead Agency chooses not to file a NOE, sufficient documentation and information must be submitted to the Project Manager, along with this form, to allow DWR to make its own CEQA findings.*

Reasons for Exemption:

4. If the project will require CEQA compliance, identify the Lead Agency.
   CEQA Lead Agency: _____

5. Please check types of CEQA documents to be prepared:

   _____ Initial Study
   _____ Negative Declaration / Mitigated Negative Declaration
   _____ Environmental Impact Report

6. Please describe the status of the CEQA documents, expected date of completion, and estimated cost, if requesting DWR funds relating to CEQA compliance:

   Status: _____

   Date of Completion: _____

   Estimated Costs: _____

7. If the CEQA document has been completed, please provide the title of the document and the State Clearinghouse number if available. Submit one hard copy and a CD copy of the CEQA document and any environmental permits listed in Question 8 to the contact listed in the Commitment letter.

8. Please list all environmental permits you must obtain to complete the project. (attach additional pages as necessary). Submit a hard copy and a CD copy of any permits already completed.

Type of Permit	Permitting Agency

9. This Environmental Information Form was completed by:

Print or Type Name: _____ Agency: _____

Phone Number: _____

Signature: _____Date:_____

Please return the completed form to Vivien Maisonneuve at vmaisonn@water.ca.gov or (916) 651-9665

For DWR Use Only.

_____ DWR received environmental documents.

_____ DWR made findings.

San Francisco Water Power Sewer
Services of the San Francisco Public Utilities Commission

AGENDA ITEM
Public Utilities Commission
City and County of San Francisco

DEPARTMENT Water Enterprise AGENDA NO. **12**

MEETING DATE July 24, 2012

Authorize Memorandum of Understanding MOU: Consent Calendar
Water Conservation Manager: Julie Ortiz

Authorize a Memorandum of Understanding with the Solano County Water Agency for Implementation of a Regional Water Conservation Program Funded in Part by Grant Funds from the California Department of Water Resources

Summary of Proposed Commission Action:	**Authorize** the General Manager of the San Francisco Public Utilities Commission (SFPUC) to negotiate and execute a Memorandum of Understanding (MOU) with Solano County Water Agency (SCWA) for the administration and disbursement of State Grant funds of up to $863,000 to be used for SFPUC high-efficiency toilet incentive programs.
Background:	Thirteen water agencies in the Bay Area were awarded Proposition 84 Integrated Regional Water Management grant funding for water conservation projects, with the Bay Area Clean Water Agencies (BACWA) serving as the fiscal agent responsible for signing the agreement with DWR and disbursing the funds. The SFPUC is a member of BACWA, a joint powers agency. The State grant includes $9,191,685 to fund various water conservation programs for the following partner agencies: Alameda County Water District, Bay Area Water Supply and Conservation Agency, City of Napa, Contra Costa Water District, East Bay Municipal Water District, Sonoma County Water Agency, Santa Clara Valley Water District, SFPUC, Solano County Water Agency, Marin Municipal Water District, Zone 7 Water District, StopWaste.org, and the Napa County Resource Conservation District. DWR will disburse grant funds to BACWA on a reimbursement basis. SCWA and BACWA have entered into a May 7, 2012 grant implementation agreement in which BACWA agrees to disburse the grant funds to SCWA for administration and performance of the conservation projects for partner agencies in accordance with the

APPROVAL:

DEPARTMENT / BUREAU _____ FINANCE Todd L. Rydstrom

COMMISSION SECRETARY Donna Hood GENERAL MANAGER Ed Harrington

	implementation agreement. The total cost of the SFPUC high-efficiency toilet installation program is $5.3 million, of which $863,000 would be provided through grant funding. The remaining $4,437,000 would be paid from funds available in the Water Enterprise, Water Conservation operating budget. The SFPUC Phased Water System Improvement Program (WSIP) Variant included the development of 10 million gallons per day (mgd) in conservation, recycled water, and groundwater in San Francisco by 2018.The SFPUC provides high-efficiency toilet installation services and customer financial incentive rebates that encourage San Francisco retail water customers to conserve water resources by installing 1.28 gallons per flush toilets. Replacing higher-volume toilets with lower-volume models is a fundamental component of the SFPUC's water conservation program. The grant funding will enable the SFPUC to replace approximately 3,800 inefficient toilets representing a potential estimated water savings of 1,661 acre feet over the lifetime of the new toilets. Implementation of the MOU with SCWA will assist the SFPUC in meeting its long-term demand reduction goals.
Result of Inaction:	If grant funds are not received, the Water Enterprise would not be able to administer programs for the replacement of high-water use toilets in San Francisco to achieve the same, critically needed water savings as cost effectively.
Budget & Costs:	Funds for the SFPUC's cost share will be available upon execution of the MOU from the operating budget of the Water Enterprise, Water Conservation Index Code 470703.
Schedule:	This MOU will be in effect as long as the Implementation Agreement between BACWA and SCWA is in effect. Notwithstanding the date on which this MOU is executed, eligible projects initiated on or after August 16, 2011that meet State grant program requirements are eligible for reimbursement under this MOU.

Agreement: MOU between SFPUC & Solano County Water Agency
Commission Meeting Date: July 24, 2012

<table>
<tr><td>Description of Agreement:</td><td>A Memorandum of Understanding (MOU) will allow the SFPUC to continue high-efficiency toilet installation and customer financial incentive rebate program services to replace older, higher-volume toilets with new lower-volume toilets, thereby reducing potable water demand.

<table><tr><td>Parties to Agreement:</td><td>Solano County Water Agency and SFPUC</td></tr><tr><td>Purpose:</td><td>To receive state grant funds on a reimbursement basis for implementation of a high-efficiency toilet installation and customer financial incentive rebate program and establish reporting and invoicing requirements.</td></tr><tr><td>Commencement Date:</td><td>August 16, 2011</td></tr></table></td></tr>
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<tr><td>Recommendation:</td><td>SFPUC staff recommends that the Commission adopt the attached resolution.</td></tr>
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<tr><td>Attachments:</td><td>1. Draft MOU between SCWA and the SFPUC for participation in a regional water conservation program funded in part by grant funds from the California Department of Water Resources
2. BACWA and SCWA State Gant Implementation Agreement
3. SFPUC Resolution</td></tr>
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PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. _____

WHEREAS, On October 30, 2008 the Commission approved the Phased Water System Improvement Program Variant (Phased WSIP Variant) in Commission Resolution No. 08-0200; and

WHEREAS, The Phased WSIP Variant included the development of 10 million gallons per day (mgd) in conservation, recycled water, and groundwater in San Francisco by 2018; and

WHEREAS, The SFPUC is promoting water conservation to help meet the 10 mgd goal by 2018; and

WHEREAS, Replacement of higher-volume toilets with lower-volume models among San Francisco retail customer accounts is a fundamental component of the SFPUC's water conservation program and will assist the SFPUC in meeting its long-term demand reduction goals; and

WHEREAS, On behalf of numerous public agencies located in the San Francisco Bay Area, Bay Area Clean Water Agencies (BACWA) applied for and received a Proposition 84 Integrated Regional Water Management Grant (State Grant) from the State of California, Department of Water Resources (DWR) in the amount of $30,093,592, to help fund the implementation and operation of various regional water conservation, water recycling, ecosystem restoration, green infrastructure, and flood management-watershed projects; and

WHEREAS, The State Grant includes $9,191,685 to fund water conservation programs for the following Participating Agencies: Alameda County Water District, Bay Area Water Supply and Conservation Agency, City of Napa, Contra Costa Water District, East Bay Municipal Utilities District, Sonoma County Water Agency, Santa Clara Valley Water District, San Francisco Public Utilities Commission, Solano County Water Agency, Marin Municipal Water District, Zone 7 Water Agency, Alameda County Waste Management Authority (StopWaste.org), and the Napa County Flood Control and Water Conservation District; and

WHEREAS, Solano County Water Agency (SCWA)and BACWA have entered into an Implementation Agreement dated, May 7, 2012 by which BACWA agrees to disburse funding from the State Grant to SCWA for SCWA to use in administration and performance of eligible Projects under the State Grant; and

WHEREAS, The State Grant permits SCWA to pass State Grant funds through to Participating Agencies to carry out the purposes of the State Grant; and

WHEREAS, SCWA wishes to pass State Grant funds through to the SFPUC to use in the performance of high-efficiency toilet installation and customer financial incentive rebate program services; and

WHEREAS, The SFPUC desires to receive State Grant funds, and is willing to cooperate in fulfilling SCWA's obligations under the State Grant requirements; and

WHEREAS, The total cost of the SFPUC high-efficiency toilet installation program is $5.3 million, of which $863,000 would be provided through grant funding and the remaining $4,437,000 would be paid from funds available in the Water Enterprise, Water Conservation operating budget; and

WHEREAS, The terms for State Grant funds will be in effect as long as the Implementation Agreement between BACWA and SCWA is in effect for eligible projects initiated on or after August 16, 2011, that meet State Grant program requirements; now, therefore, be it

RESOLVED, That this Commission hereby authorizes the General Manager of the San Francisco Public Utilities Commission to negotiate and execute on behalf of the City and County of San Francisco, a Memorandum of Understanding with the Solano County Water Agency for the administration and disbursement of State Grant funds for SFPUC high-efficiency toilet installation and customer financial incentive rebate programs funded in part by a grant from the Department of Water Resources (DWR).

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of July 24, 2012

Secretary, Public Utilities Commission

IMPLEMENTATION AGREEMENT NO. 01,
BETWEEN BAY AREA CLEAN WATER AGENCIES AND
SOLANO COUNTY WATER AGENCY
Bay Area Proposition 84 Integrated Regional Water Management Grant

THROUGH THIS IMPLEMENTATION AGREEMENT (this "Implementation Agreement"), entered into by and between Bay Area Clean Water Agencies ("BACWA"), a Joint Powers Authority existing under the laws of the State of California, and Solano County Water Agency, a public agency, located in the County(ies) of Solano, State of California, duly organized, existing, and acting pursuant to the laws thereof ("Project Sponsor"), the parties hereby agree as follows:

A. WHEREAS, BACWA is a Joint Powers Authority existing under the laws of the State of California and consisting of various wastewater agencies in the San Francisco Bay Area Region; and

B. WHEREAS, on behalf of numerous local public agencies located in the San Francisco Bay Area (hereinafter collectively referred to as the "Participating Agencies" or individually referred to as the "Agency"), BACWA applied for a Proposition 84 Integrated Regional Water Management Grant from the State of California, Department of Water Resources ("DWR"), to help fund the implementation and operation of various regional water conservation, water recycling, ecosystem restoration, green infrastructure, and flood management-watershed projects to be carried out by the Participating Agencies; each of the Participating Agencies has prior State grant experience; Project Sponsor is one of the Participating Agencies; and

C. WHEREAS, in August 2011, pursuant to BACWA's request made on behalf of the Participating Agencies, DWR awarded BACWA a grant for $30,093,592.00 in State funding (the "State Grant")and over $80,000,000.00 in matching funds; each of the Participating Agencies will be recipients of the State Grant, by and through BACWA, and will be responsible for the cost-matching required under the State Agreement (defined below); the grant period extends from August 16, 2011 (the date of the Letter of Conditional Award) until 2015-16, when the lengthiest projects will wind down and grant closeout activities are expected to be completed; and

D. WHEREAS, the process by which the State Grant will be disbursed by DWR to BACWA is set forth in and governed by that certain Grant Agreement to be entered into by and between DWR and BACWA titled Agreement No. 4600009715 (the "State Agreement"), the most recent true and correct copy of which is attached hereto and incorporated herein as Exhibit A[1]; disbursement of the State Grant will operate on a reimbursement basis, in that each discrete project and all eligible administration costs will be reimbursed by DWR after the cost has been incurred and a request for reimbursement has been prepared and submitted to DWR by BACWA; BACWA and each of the Participating Agencies will cooperate in fulfilling the obligations under the State Agreement for disbursement of the State Grant to BACWA, who in turn will disburse the State Grant to each of the Participating Agencies for their specified projects; and

E. WHEREAS, the process by which each of the Participating Agencies will submit their reimbursement requests to BACWA, and how BACWA will in turn request reimbursement from DWR and disburse the State Grant to each of the Participating Agencies, will be governed by individualized versions of this Implementation Agreement to be entered into between BACWA and each of the Participating Agencies (collectively, the "Implementation Agreements"); each of the

[1] A true and correct copy of an unexecuted version of the State Agreement is attached hereto and incorporated herein as Exhibit A. Each of the Participating Agencies, including Project Sponsor, hereby agrees to abide by the final, executed version of the State Agreement, even if that final version is different in form or substance from the unexecuted version that is attached hereto as Exhibit A.

2. TERM. Notwithstanding the date(s) this Implementation Agreement has been executed by BACWA and Project Sponsor, the term of this Implementation Agreement shall be considered to have begun on August 16, 2011, and shall terminate when Project Sponsor's obligations under this Implementation Agreement have been fully satisfied.

3. STATE GRANT SHARE. Project Sponsor's share of the State Grant is $9,191,685, as summarized in Exhibit D (Budget) attached hereto (the "State Grant Share").

4. PROJECT SPONSOR'S COSTS. The total estimated costs of the Project are $15,678,678, as summarized in Exhibit D (Budget) attached hereto (the "Total Project Cost"). Project Sponsor agrees to fund at least twenty-five percent (25%) of the Total Project Cost, but in any event shall fund the difference between the Total Project Cost and the State Grant Share ("Project Sponsor's Costs"). Project Sponsor's Costs are estimated to be $6,486,993, as summarized in Exhibit D (Budget) attached hereto. Project Sponsor agrees to dedicate revenues in the amount of the estimate of Project Sponsor's Costs, as such estimate may be revised from time to time, which such dedicated revenues may be utilized only for the payment of Project Sponsor's Costs. Project Sponsor's Costs may include costs incurred after September 30, 2008.

5. PROJECT SPONSOR'S RESPONSIBILITY. Project Sponsor shall faithfully and expeditiously perform or cause to be performed all work associated with the Project as described in Exhibit B (Work Plan), and in accordance with Exhibit C (Schedule) and Exhibit D (Budget), all of which are attached hereto. Project Sponsor shall also be responsible for all management, oversight, compliance, operation, and maintenance associated with the Project. Project Sponsor shall comply with all of the terms and conditions of this Implementation Agreement and the State Agreement, and all applicable provisions of law, including, but not limited to, applicable California Public Resources Code requirements.

6. [*INTENTIONALLY OMITTED.*]

7. BASIC CONDITIONS. Project Sponsor acknowledges and accepts that DWR and BACWA shall have no obligation to disburse money for the Project under the State Agreement and this Implementation Agreement, respectively, unless and until BACWA, by and through the Participating Agencies, and/or Project Sponsor, as applicable, have satisfied the following conditions:

   a) By signing this Implementation Agreement, Project Sponsor demonstrates that it is aware of and will comply with the provisions of the State Agreement, and by signing the State Agreement, BACWA demonstrates that each of the Participating Agencies are aware of and will comply with the provisions of the State Agreement.

   b) Project Sponsor demonstrates to BACWA the availability of sufficient funds to complete the Project, and BACWA demonstrates to DWR (on behalf of the Participating Agencies) the availability of sufficient funds to complete the projects to be carried out by each of the Participating Agencies, as stated in the Grant Award/Commitment Letter, by submitting the most recent three (3) years of audited financial statements.

   c) Project Sponsor complies with California Public Resources Code § 75102 to notify the California Native American tribe (which is on the contact list maintained by the Native American Heritage Commission) of project construction if that tribe has traditional lands located within the area of the Project.

Implementation Agreements will contain similar terms and provisions, but will be tailored to the specific funding and grant requirements particular to each of the Participating Agencies; and

F. WHEREAS, each of the Implementation Agreements will ensure that matching funds are committed by the Participating Agencies and all pertinent conditions under the State Agreement are satisfied, which is intended to protect BACWA from liability for executing the State Agreement on behalf of the Participating Agencies; this Implementation Agreement shall be fully executed prior to when Project Sponsor will be entitled to submit its first reimbursement request to BACWA and before BACWA will in turn be required to disburse the applicable portion of the State Grant to Project Sponsor; and

G. WHEREAS, BACWA, as a Joint Powers Authority, relies on the paid services of the East Bay Municipal Utility District ("EBMUD") to provide all its financial accounting services; BACWA will also rely on EBMUD to provide all necessary financial and project management services associated with implementing each of the Implementation Agreements and the State Agreement, including, but not limited to: assisting with developing the State Agreement and the Implementation Agreements and their various exhibits; coordinating with the Participating Agencies; organizing submittals to DWR; serving as a point of contact for DWR's grant manager; developing State Grant reimbursement requests; tracking State Grant reimbursements from DWR and distributions of the State Grant to the Participating Agencies; and providing other support tasks as necessary to assist BACWA; provided, however, that such EBMUD services will be reimbursed by the State Grant up to the maximum amount budgeted or available for these purposes, estimated to be $240,000.00 as of August 2011; and

H. WHEREAS, one of the stipulations BACWA entered into with the Participating Agencies was that the cost of applying for and implementing the State Grant and the State Agreement, and the cost of implementing the Implementation Agreements, will be fully paid for by the Participating Agencies, not BACWA; additionally, BACWA and the Participating Agencies stipulated that all liability under the State Agreement will be the responsibility of the Participating Agencies, not BACWA; thus, each of the obligations set forth in the Implementation Agreements, including this Implementation Agreement, are to be fulfilled in the manner that most furthers these stipulations.

NOW, THEREFORE, in consideration of the promises, mutual covenants, and agreements contained herein, and in furtherance of the recitals set forth hereinabove, it is understood and agreed by and between BACWA and Project Sponsor as follows:

AGREEMENT[2]

1. PURPOSE. This Implementation Agreement is entered into to assist in financing those particular projects titled: (a) Water Efficient Landscape Rebate Program, (b) Bay Friendly Landscape Training Program, (c) Weather Based Irrigation Controller Program, (d) High Efficiency Toilet and Urinal Rebate Program, (e) High Efficiency Toilet and Urinal Direct Install Program, (f) High Efficiency Clothes Washer Rebate Program, (g) Napa County Rainwater Harvesting Pilot Project, and (h) Conservation Program Administration], as more particularly described in Exhibit B (Work Plan) attached hereto (hereinafter collectively referred to as the "Project").

[2] Paragraphs 1 through 27 of this Implementation Agreement generally track Paragraphs 1 through 27 of the State Agreement.

d) If the Project involves groundwater management and recharge, and/or has potential groundwater impacts, Project Sponsor must demonstrate compliance with the groundwater compliance options set forth on page 15 of the IRWM Program Guidelines, dated August 2010.

e) For the term of this Implementation Agreement, Project Sponsor submits to BACWA timely Progress Reports as required hereunder, and for the term of the State Agreement, BACWA submits timely Quarterly Progress Reports as required by Paragraph 17 of the State Agreement.

f) Project Sponsor submits all deliverables as specified in this Paragraph and Exhibit B (Work Plan) attached hereto, and BACWA submits all deliverables as specified in Paragraph 7 of the State Agreement and Exhibit A (Work Plan) attached thereto.

g) Since Project Sponsor's IRWM region (the "Region") receives water supplied from the Sacramento-San Joaquin Delta (the "Delta"), the Region's IRWM plan (existing or any future update) must help reduce dependence on the Delta for water supply.

h) For each project covered by the State Agreement, prior to the commencement of construction or implementation activities, the Participating Agencies, by and through BACWA, shall submit to DWR the following:

1) Final plans and specifications certified by a California Registered Civil Engineer as to compliance for each approved project as listed in Exhibit A (Work Plan) of the State Agreement.

2) Work that is subject to the California Environmental Quality Act (CEQA) and or environmental permitting shall not proceed under this Implementation Agreement or the State Agreement until the following actions are performed:

i. The Participating Agencies, by and through BACWA, submit all applicable environmental permits as indicated on the Environmental Information Form to DWR,

ii. Documents that satisfy the CEQA process are received by DWR,

iii. DWR has completed its CEQA compliance review as a Responsible Agency, and

iv. The Participating Agencies, by and through BACWA, receive written concurrence from DWR of Lead Agency's CEQA document(s) and DWR notice of verification of environmental permit submittal.

Project Sponsor acknowledges and accepts that, under the State Agreement, DWR's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (*e.g.*, construction or implementation activities) for which it is required. Therefore, Project Sponsor shall get concurrence from DWR on CEQA before beginning any of the work that is subject to CEQA. Once CEQA documentation has been completed, DWR will consider the environmental documents and decide whether to continue to fund the particular project or to require changes, alterations, or other mitigation. BACWA must also demonstrate that each of the Participating Agencies, including Project Sponsor as to the Project, has complied with all applicable requirements of the National Environmental Policy Act by submitting copies of any environmental documents, including environmental impact statements, Finding of No Significant Impact, mitigation monitoring

programs, and environmental permits as may be required prior to beginning construction/implementation.

3) For each project covered by the State Agreement, a monitoring plan as required by Paragraph 22 of the State Agreement.

8. DISBURSEMENT OF STATE GRANT UNDER THE STATE AGREEMENT. Project Sponsor acknowledges and accepts the following conditions and limitations of DWR's disbursement of the State Grant under the State Agreement insofar as it may affect any entitlement to disbursement of the same by BACWA to the Participating Agencies, including Project Sponsor:

Following the review of each invoice submitted by BACWA to DWR, DWR will disburse to BACWA the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision contained in the State Agreement or this Implementation Agreement, no disbursement of the State Grant shall be required by DWR, and therefore no disbursement of the State Grant Share shall be required by BACWA, 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. For each project covered by the State Agreement, funds will be disbursed by DWR in response to each approved invoice in accordance with Exhibit C (Budget) attached to the State Agreement. Any and all money disbursed to BACWA under the State Agreement, and which in turn is disbursed to Project Sponsor under this Implementation Agreement, including any and all interest earned by Project Sponsor on such money, shall be used solely to pay Eligible Project Costs.

9. ELIGIBLE PROJECT COSTS. Project Sponsor shall apply State Grant Share funds it receives only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit D (Budget) attached hereto. 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. Work performed after August 16, 2011 (*i.e.*, the date of the State Grant award), shall be eligible for reimbursement. Reasonable administrative expenses may be included as Eligible Project Costs and will depend on the complexity of the project preparation, planning, coordination, construction, acquisitions, implementation, and maintenance. 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 in accordance with the standard accounting practices of Project Sponsor.

Advanced funds will not be provided. Costs that are not reimbursable with the State Grant Share cannot be counted as Project Sponsor's Costs. Costs that are not eligible for reimbursement include but are not limited to:

a) Costs, other than those noted above, incurred prior to the award date of the State Grant.

b) Operation and maintenance costs, including post construction performance and monitoring costs.

c) Purchase of equipment not an integral part of the Project.

d) Establishing a reserve fund.

e) Purchase of water supply.

f) Monitoring and assessment costs for efforts required after construction of the Project is complete.

g) Replacement of existing funding sources for ongoing programs.

h) Travel and per diem costs.

i) Support of existing agency requirements and mandates (*e.g.*, punitive regulatory agency requirements).

j) Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of the Project, as set forth and detailed by engineering and feasibility studies, or land purchased prior to the effective date of the State Grant award.

k) Payment of principal or interest of existing indebtedness or any interest payments unless the debt is incurred after execution of the State Agreement, DWR agrees in writing to the eligibility of the costs for reimbursement before the debt is incurred, and the purposes for which the debt is incurred are otherwise Eligible Project Costs. However, this will only be allowed as Project Sponsor's Costs.

l) Overhead not directly related to project costs.

10. METHOD OF DISBURSEMENT OF STATE GRANT AND STATE GRANT SHARE.

a) Method of DWR's Disbursement of the State Grant Under the State Agreement. Project Sponsor acknowledges and accepts that, under the State Agreement, after the disbursement requirements contained in Paragraph 7 herein and of the State Agreement are met, DWR will disburse the whole or portions of the State Grant to BACWA, following receipt from BACWA of an invoice for costs incurred, and timely Quarterly Progress Reports as required by Paragraph 17 hereof and of the State Agreement. Project Sponsor also acknowledges and accepts that, under the State Agreement, disbursement of the State Grant by DWR will be made no more than monthly, in arrears.

b) Method of BACWA's Disbursement of the State Grant Share Under the Implementation Agreements.

1) Reimbursement requests for costs incurred with respect to the projects covered by the State Agreement and to be carried out by the Participating Agencies, including the Project by Project Sponsor, are expected to be submitted on a quarterly basis by BACWA to DWR. BACWA shall prepare the reimbursement requests based on the invoices and other applicable documentation provided by the Participating Agencies, including Project Sponsor. Reimbursement requests will be submitted by BACWA to DWR for those invoices and other applicable documentation which have been provided to BACWA by the Participating Agencies, even if one or more of the Participating Agencies, including Project Sponsor, has not submitted an invoice for the reimbursement period in question. Each reimbursement request will be provided to the Oversight and Coordination Committee (see Paragraph 63 hereof) for review and comment before BACWA submits it to DWR. If requested, Project Sponsor shall promptly provide any additional information deemed necessary by BACWA for preparation and approval of the reimbursement requests and submittal thereof to DWR.

2) Prior to the submittal of any reimbursement requests by BACWA to DWR, Project Sponsor shall provide to BACWA an invoice for costs incurred with respect to the Project. Invoices submitted by Project Sponsor shall include the following information:

i. Costs incurred for work performed in implementing the Project or project contracts during the period identified in the particular invoice.

ii. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for the Project during the period identified in the particular invoice for the construction, operation, or maintenance of the Project.

iii. Appropriate receipts and reports for all costs incurred.

iv. Invoices shall meet the following format requirements:

a. Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.

b. Invoices must be itemized based on the categories specified in Exhibit D (Budget) attached hereto. The amount claimed for salaries/wages/consultant fees must include a calculation formula (*i.e.*, hours or days worked multiplied by the hourly or daily rate = the total amount claimed).

c. Sufficient evidence (*e.g.*, receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.

d. Each invoice shall clearly delineate those costs claimed for reimbursement from the State Grant Share and those costs that represent Project Sponsor's Costs.

e. Original signature and date (in ink) of Project Sponsor's Project Manager.

3) Once a reimbursement request is finalized by BACWA, BACWA will submit it to DWR. After BACWA receives a disbursement of the State Grant from DWR under the State Agreement and in response to a reimbursement request, the funds will then be disbursed by BACWA to the Participating Agencies, including Project Sponsor, as applicable, and as part of the State Grant Share. A letter or electronic mail message will be sent to each of the Participating Agencies entitled to a disbursement in order to document and seek confirmation of, at a minimum, the reimbursement amount, the remittance address, the Taxpayer Identification Number of Project Sponsor, and any other outstanding issues. With respect to any disbursement of the State Grant Share to Project Sponsor, such funds will be disbursed in accordance with the relative payment obligations set forth in Paragraph 3 (State Grant Share) and Paragraph 4 (Project Sponsor's Costs) hereof, as well as any other applicable provisions of this Implementation Agreement. Any and all State Grant Share funds that are disbursed to Project Sponsor under this Implementation Agreement, and any and all interest earned by Project Sponsor on such funds, shall be used solely to pay Eligible Project Costs.

Regular updates on the status of State Grant and State Grant Share receipts and disbursements under the State Agreement and the Implementation Agreements are expected to be provided monthly to the Executive Board of BACWA and made available to the Participating Agencies.

11. WITHHOLDING OF STATE GRANT DISBURSEMENT BY DWR. Project Sponsor acknowledges and accepts that, under the State Agreement, if DWR determines that any of the projects covered by the State

Agreement and to be carried out by the Participating Agencies, including the Project by Project Sponsor, are not being implemented in accordance with the provisions of the State Agreement, or that any of the Participating Agencies, including Project Sponsor, have failed in any other respect to comply with the provisions of the State Agreement, and if the Agency in question does not remedy any such failure to DWR's satisfaction, DWR may withhold from BACWA all or any portion of the State Grant and take any other action that it deems necessary to protect its interests.

If DWR determines that BACWA, by and through any particular Agency, has not substantially complied with a portion of the State Grant's scope in the State Agreement, DWR may withhold the portion of the State Grant attributable to that portion of the scope and require BACWA, by and through the applicable Agency, or all of the Participating Agencies, if necessary, to immediately repay the proportionate share of the disbursed State Grant amount, with interest at a rate equal to the State of California general obligation bond interest rate in effect at the time. Thus, Project Sponsor agrees that if it is responsible for DWR's determination to withhold a portion of the State Grant pursuant to the State Agreement, then Project Sponsor shall repay any portion of the State Grant Share that has already been disbursed to it, with interest as stated, to BACWA for reimbursement to DWR. If Project Sponsor is not responsible for DWR's determination to withhold a portion of the State Grant pursuant to the State Agreement, Project Sponsor shall nevertheless comply with the financial indemnification requirements of this Implementation Agreement, including those contained in Paragraph 64 hereof, as applicable.

DWR may consider BACWA's refusal, by and through the particular Agency or all of the Participating Agencies, as applicable, to repay the requested disbursed State Grant amount a contract breach under the State Agreement subject to the default provisions in Paragraph 13thereof. If DWR withholds a portion of the State Grant amount, DWR may require BACWA to submit a revised Work Plan, Schedule, and Budget for DWR's approval before DWR disburses any additional State Grant funds, and Project Sponsor agrees to assist and cooperate with BACWA in any way necessary to meet these obligations.

If DWR notifies BACWA of its decision to withhold the entire State Grant from BACWA pursuant to the State Agreement, the State Agreement shall terminate upon receipt of such notice by BACWA and shall no longer be binding on DWR, BACWA, and the Participating Agencies. Similarly, if DWR notifies BACWA of its decision to withhold the entire State Grant or State Grant Share, as applicable, or any remaining portion of the State Grant or State Grant Share after a portion thereof has already been disbursed, this Implementation Agreement shall terminate upon receipt of such notice by Project Sponsor and shall no longer be binding on either BACWA or Project Sponsor, save and except for those provisions of this Implementation Agreement that survive its termination.

12. CONTINUING ELIGIBILITY. Project Sponsor must meet the following ongoing requirements, as applicable, to remain eligible to receive State Grant Share funds:

a) If the region's IRWM Plan was adopted on or before September 30, 2008, the Regional Water Management Group must adopt an IRWM Plan that complies with Part 2.2 of Division 6 of the California Water Code, commencing with § 10530, within two years of the date the State Agreement is executed by DWR.

b) Timely adoption of an IRWM Plan that meets the requirements contained in Part 2.2 of Division 6 of the California Water Code, commencing with § 10530.

c) If Project Sponsor is an urban water supplier then it shall maintain compliance with the Urban Water Management Planning Act (California Water Code § 10610, *et seq.*).

d) If the Project involves groundwater management and recharge, or if the Project has potential groundwater impacts, Project Sponsor must demonstrate compliance with the groundwater compliance options set forth on page 15 of the IRWM Program Guidelines, dated August 2010.

e) Reporting of status of IRWM Plan Update as described in Exhibit E (Report Format) attached hereto under the heading "Quarterly Progress Report."

13. DEFAULT PROVISIONS. Project Sponsor will be in default under this Implementation Agreement if any of the following occur:

a) Breach of this Implementation Agreement, or any supplement or amendment to it, or any other agreement between Project Sponsor and BACWA evidencing or securing Project Sponsor's obligations.

b) Making any false warranty, representation, or statement with respect to this Implementation Agreement.

c) Failure to operate or maintain the Project in accordance with this Implementation Agreement.

d) Failure to make any remittance required by this Implementation Agreement.

e) Failure of Project Sponsor to adopt, no later than two (2) years after DWR executes the State Agreement, an IRWM Plan that meets the requirements contained in Part 2.2 of Division 6 of the California Water Code, commencing with § 10530.

f) Failure to undertake all reasonable and feasible efforts to take into account the water-related needs of disadvantaged communities in the area within the boundaries of the IRWM Plan.

g) Failure to comply with Labor Compliance Program requirements (discussed below).

h) Failure to meet any of the requirements set forth in Paragraph 12 hereof.

Should an event of default occur, BACWA may do any or all of the following:

i) Declare the State Grant Share to be immediately repaid, with interest, which interest shall be equal to State of California general obligation bond interest rate in effect at the time of the default.

j) Terminate any obligation to make future payments to Project Sponsor.

k) Terminate this Implementation Agreement.

l) Take any other action that it deems necessary to protect its interests.

14. PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS. Project Sponsor shall be responsible for ensuring any and all permits, licenses, and approvals required for performing its obligations under this Implementation Agreement are obtained, and shall comply with the California Environmental

Quality Act (California Public Resources Code § 21000, *et seq.*) and other applicable federal, State, and local laws, rules, regulations, guidelines, and requirements for the Project.

15. RELATIONSHIP OF PARTIES. Project Sponsor is solely responsible for design, construction, operation, and maintenance of the Project. Review or approval of plans, specifications, bid documents, or other construction documents by BACWA is solely for the purpose of proper administration of the State Grant Share by BACWA and shall not be deemed to relieve or restrict the responsibilities of Project Sponsor under this Implementation Agreement.

16. PROJECT SPONSOR REPRESENTATIONS. Project Sponsor accepts and agrees to comply with all terms, provisions, conditions, and written commitments of this Implementation Agreement and the State Agreement, including all incorporated documents, and to fulfill all written assurances, declarations, representations, and statements relevant to the Project made by Project Sponsor to BACWA and with respect to BACWA's application, documents, amendments, and communications filed in support of its request to DWR for Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 financing. Project Sponsor is hereby contractually required to comply with the State Agreement and this Implementation Agreement for the Project.

    Project Sponsor also acknowledges and accepts that, under the State Agreement, in the event that one or more of the Participating Agencies fails to execute an individualized Implementation Agreement by October 31, 2012, BACWA shall immediately notify and consult with DWR of the nonparticipating Agency and its effect on the remaining projects covered by the State Agreement. Based on the consultation, DWR may not hold BACWA responsible for the associated nonparticipating Agency's activities under the State Agreement, and DWR may reduce the State Grant according to the portion thereof originally intended for the nonparticipating Agency. In such an event, BACWA shall submit to DWR a revised State Agreement "Scope of Work" within four (4) months of BACWA's inability to obtain such an individualized Implementation Agreement. Project Sponsor agrees to cooperate with BACWA in any way necessary to enable BACWA to comply with the applicable provisions of the State Agreement.

17. SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Implementation Agreement. All 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 BACWA. All reports shall be submitted to BACWA's Project Manager, and shall be submitted in both electronic and hard copy forms. If requested, Project Sponsor shall promptly provide any additional information deemed necessary by BACWA for approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit E (Report Format) attached hereto. The timely submittal of reports is a requirement for initial and continued disbursement of State Grant funds by BACWA to each of the Participating Agencies, including Project Sponsor. Project Sponsor accepts and acknowledges that, under the State Agreement, submittal and subsequent approval by DWR of a Project Completion Report for each project covered by the State Agreement and listed on Exhibit A attached thereto is a requirement under the State Agreement for the release of any funds retained by DWR for such project.

    - Progress Reports: No later than thirty (30) days after the date this Implementation Agreement is executed by Project Sponsor, and continuing in the manner discussed below for the duration of this Implementation Agreement, Project Sponsor shall submit to BACWA a Progress Report which explains the status of the Project as described in Exhibit B (Work Plan) attached hereto. All subsequent Progress Reports shall thereafter be submitted no later than the 15th day of January, April, July, and October for the preceding quarter. Progress Reports shall summarize the work completed for the Project during the

reporting period. Progress Reports shall include a statement of progress compared to the schedule contained in Exhibit C (Schedule) attached hereto, and a comparison of actual costs to date to the budget contained in Exhibit D (Budget) attached hereto.

- Quarterly Progress Reports: BACWA will submit to DWR Quarterly Progress Reports on a regular and consistent basis to meet DWR's requirement for disbursement of State Grant funds. Quarterly Progress Reports will provide a brief description of the work performed for each project covered by the State Agreement and to be carried out by the Participating Agencies, including the Project by Project Sponsor, the Participating Agencies' activities, milestones achieved, any accomplishments, and any problems encountered in the performance of the work under the State Agreement during the reporting period. The first Quarterly Progress Report shall be submitted to DWR no later than July 31, 2012, with future reports then due on successive three-month increments based on the invoicing schedule and this date.

  BACWA will prepare each Quarterly Progress Report based on the information provided by the Participating Agencies, including Project Sponsor, by way of the Progress Reports. Each Quarterly Progress Report will be presented to the Oversight and Coordination Committee (see Paragraph 63 hereof) in draft form prior to submittal to DWR. If requested, Project Sponsor shall promptly provide any additional information deemed necessary by BACWA for preparation and approval of the Quarterly Progress Reports.

- Project Completion Reports: Project Sponsor shall prepare and submit to BACWA a Project Completion Report for the Project within forty-five (45) calendar days of completion of the Project. The Project Completion Report shall include a description of actual work done, any changes or amendments to the Project, a final schedule showing actual progress versus planned progress, and copies of any final documents or reports generated or utilized during the Project. The Project Completion Report shall also include, if applicable, certification of completion of the Project by a registered civil engineer, consistent with Paragraph 42 hereof.

  After receiving the Project Completion Report from Project Sponsor, BACWA will forward the Project Completion Report, after making any necessary changes, to DWR. Project Sponsor acknowledges and accepts that, under the State Agreement, this Project Completion Report must be submitted by BACWA to DWR within ninety (90) calendar days of completion of the Project. Project Sponsor therefore agrees to assist BACWA in any way necessary to ensure satisfaction of this requirement under the State Agreement.

- Grant Completion Report: Project Sponsor acknowledges and accepts that, under the State Agreement, upon completion of all projects covered by the State Agreement to be carried out by the Participating Agencies, including the Project by Project Sponsor, BACWA shall submit to DWR a Grant Completion Report. The Grant Completion Report must be submitted within ninety (90) calendar days of BACWA's submittal of the Project Completion Report for the final project to be completed under the State Agreement, whether that project is Project Sponsor's Project or a project of one of the other Participating Agencies. The Grant Completion Report must include reimbursement status, a brief description of each project completed by the Participating Agencies, including Project Sponsor's Project, and how those projects will further the goals of the Bay Area Proposition 84 Integrated Regional Water Management Grant as a result of project implementation. Project Sponsor further acknowledges and accepts that, under the State Agreement, DWR's retention for the last project to be completed as part of the State Agreement, whether or not that particular project is Project Sponsor's Project, will not be disbursed until the Grant Completion Report is submitted to and approved by DWR.

If requested, Project Sponsor shall promptly provide any additional information deemed necessary by BACWA for preparation and approval of the Grant Completion Report.

- Project Performance Reports: Project Sponsor shall submit a Project Performance Report for the Project directly to DWR and in accordance with Paragraph 17 of the State Agreement. In particular, and as provided in the State Agreement, Project Performance Reports shall be submitted to DWR within ninety (90) calendar days after the first operational year of the Project has elapsed. This record keeping and reporting process shall be repeated for the Project annually for a total of ten (10) years after the Project, as completed, begins operation.

  A copy of each Project Performance Report submitted by Project Sponsor to DWR shall also be provided to BACWA for record-keeping purposes. Such copies shall be submitted to BACWA at the same time as Project Sponsor submits each Project Performance Report to DWR.

18. PROJECT PERFORMANCE AND ASSURANCES. Project Sponsor agrees to faithfully and expeditiously perform or cause to be performed all work associated with the Project as described in the final plans and specifications for the Project under the State Agreement and this Implementation Agreement, and to implement, maintain, and operate the Project in accordance with applicable provisions of the law. In the event BACWA finds it necessary to enforce this provision of this Implementation Agreement in the manner provided by law, Project Sponsor agrees to pay all costs incurred by BACWA, including, but not limited to, reasonable attorneys' fees, legal expenses, and other costs.

19. LABOR COMPLIANCE. Project Sponsor is required to keep informed of and take all measures necessary to ensure compliance with applicable California Labor Code requirements, including, but not limited to, California Labor Code § 1720 *et seq.* regarding public works, limitations on use of volunteer labor (California Labor Code § 1720.4), labor compliance programs (California Labor Code § 1771.5), and payment of prevailing wages for work done and funded pursuant to these *Guidelines*, including any payments to the Department of Industrial Relations under California Labor Code § 1771.3.

20. OPERATION AND MAINTENANCE OF THE PROJECT. Should the Project be classified as a "construction-related" project under Paragraph 20 of the State Agreement, then for the useful life of the Project and in consideration of the State Grant Share, and subject where applicable to the federal Anti-Deficiency Act, Project Sponsor agrees to ensure or cause to be performed the commencement and continued operation of the Project, and shall ensure or cause the Project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. Project Sponsor hereby contractually assumes all operations and maintenance costs of the facilities and structures for the Project, subject where applicable to the federal Anti-Deficiency Act; BACWA shall not be liable for any cost of such maintenance, management, or operation. Project Sponsor may be excused from operations and maintenance only upon the written approval of DWR. For purposes of this Implementation Agreement and the State Agreement, "useful life" means a period during which an asset, property, or activity is expected to be useable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses; and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of Project Sponsor to ensure operation and maintenance of the Project in accordance with this provision may, at the option of BACWA, be considered a breach of this Implementation Agreement and

may be treated as a default under Paragraph 13 hereof. Project Sponsor also acknowledges and accepts that, under the State Agreement, refusal of any of the Participating Agencies to ensure operation and maintenance of their respective projects covered by the State Agreement may, at the option of DWR, be considered a breach of the State Agreement and may be treated by DWR as a default under Paragraph 13 thereof.

21. STATEWIDE MONITORING REQUIREMENTS. Project Sponsor shall ensure that any component of the Project that involves groundwater, or includes groundwater monitoring requirements, is consistent with the Groundwater Quality Monitoring Act of 2001 (Part 2.76 (commencing with § 10780) of Division 6 of the California Water Code) and, where applicable, if the Project affects water quality, it shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including, where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board.

22. PROJECT MONITORING PLAN REQUIREMENTS. Project Sponsor acknowledges and accepts that, under the State Agreement, Exhibit A (Work Plan) attached thereto should contain activities to develop and submit to DWR a monitoring plan for each project covered by the State Agreement. The Project Monitoring Plan can be for the entirety of the projects covered by the State Agreement or on a per project basis. Along with the Attachment 6 Project Performance Measures Tables requirements outlined on page 21 of the Proposition 84 Round 1 Implementation Proposal Solicitation Package, the Project Monitoring Plan should also include:

    a) Baseline conditions.

    b) Brief discussion of monitoring systems to be utilized.

    c) Methodology of monitoring.

    d) Frequency of monitoring.

    e) Location of monitoring points.

    Under the State Agreement, a Project Monitoring Plan shall be submitted to DWR prior to disbursement of the State Grant for construction or monitoring activities for each project covered by the State Agreement. Exhibit G (Requirements for Data Submittal) attached to the State Agreement contains web links and information regarding other DWR monitoring and data reporting requirements.

    Project Sponsor agrees to assist BACWA in any way necessary in developing the Project Monitoring Plan in accordance with Paragraph 22 of the State Agreement.

23. NOTIFICATION OF BACWA. Project Sponsor shall promptly notify BACWA, in writing, of the following items:

    a) Events or proposed changes that could affect the scope, budget, or work performed under this Implementation Agreement. Project Sponsor 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 BACWA and DWR, and BACWA and Project Sponsor have received written approval for such change from DWR. Substantial changes generally include changes to the wording/scope of work, schedule or term, and budget.

b) Any public or media event publicizing the accomplishments and/or results of this Implementation Agreement. Project Sponsor shall provide such notification at least thirty (30) calendar days prior to the event and shall provide the opportunity for attendance and participation by BACWA's and DWR's representatives.

c) Completion of work on the Project shall include final inspection of the Project by a Registered Civil Engineer, as determined and required by DWR and in accordance with Paragraph 42hereof. Project Sponsor shall provide such notification at least thirty (30) calendar days prior to the final inspection and shall provide BACWA and DWR the opportunity to participate in the inspection.

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

25. PERFORMANCE EVALUATION. Project Sponsor acknowledges and accepts that, under the State Agreement, upon completion of the State Agreement, BACWA's performance will be evaluated by DWR and a copy of the evaluation will be placed in DWR's files and a copy sent to the BACWA. To the extent any obligations are imposed upon BACWA under the State Agreement with respect to this performance evaluation, Project Sponsor hereby agrees to cooperate with BACWA in any way necessary to ensure that such obligations are met.

26. PROJECT MANAGERS. The Project Managers during the term of this Implementation Agreement will be:

Bay Area Clean Water Agencies
ATTN: James Kelly
Executive Director
P.O. Box 24055, MS 702
Oakland, CA 94623-1055
Phone: (925) 451-2017
E-mail: jkelly@bacwa.org

Solano County Water Agency
ATTN: Andrew Florendo
Senior Water Resources Specialist
810 Vaca Valley Parkway
Vacaville, CA 95688
Phone: (707) 455-1111
E-mail: aflorendo@scwa2.com

BACWA's Project Manager shall be BACWA's representative and shall have the authority to make determinations and findings with respect to each controversy arising under or in connection with the interpretation, performance, or payment for work performed under this Implementation Agreement.

Project Sponsor's Project Manager shall be Project Sponsor's representative for the administration of this Implementation Agreement and shall have full authority to act on behalf of Project Sponsor, including authority to execute all reimbursement requests and related documentation. If Project Sponsor's Project Manager wishes to delegate authority for specific actions under this Implementation Agreement to another

person, written notice is required to be given to BACWA specifying that person's name, contact information, and the specific actions he or she is authorized to perform.

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

27. EXHIBITS. The following exhibits are attached hereto and incorporated herein by this reference:

Exhibit A: State Agreement (unexecuted version)

Exhibit B: Work Plan

Exhibit C: Schedule

Exhibit D: Budget

Exhibit E: Report Formats and Requirements

Exhibit F: BACWA Board Resolution authorizing execution of this Implementation Agreement

Exhibit G: Project Sponsor Board Resolution authorizing execution of this Implementation Agreement

STANDARD CONDITIONS[3]

28. ACCOUNTING AND DEPOSIT OF STATE GRANT SHARE DISBURSEMENTS.

a) Separate Accounting of State Grant Share Disbursements and Interest Records. Project Sponsor shall account for the money disbursed pursuant to this Implementation Agreement separately from all other Project Sponsor funds. Project Sponsor shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Project Sponsor shall keep complete and accurate records of all receipts, disbursements, and interest earned on expenditures of such funds. Project Sponsor 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 shall be subject to inspection by BACWA and DWR at any and all reasonable times.

b) Fiscal Management Systems and Accounting Standards. Project Sponsor agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of State Grant Share funds to a level of expenditure adequate to establish that such funds have not been used in violation of State law, the State Agreement, or this Implementation Agreement.

c) Remittance of Unexpended Funds. Project Sponsor, within a period of thirty (30) calendar days from the final disbursement from BACWA to Project Sponsor of the State Grant Share, shall remit to BACWA any unexpended funds that were disbursed to Project Sponsor under this Implementation Agreement and were not used to pay Eligible Project Costs.

29. ACKNOWLEDGEMENT OF CREDIT. Project Sponsor shall include appropriate acknowledgement of credit to DWR, BACWA, and all cost-sharing partners for their support when promoting the Project or

[3] Paragraphs 28 through 61 of this Implementation Agreement generally track Paragraphs D.1 through D.34 of Exhibit D (Standard Conditions) of the State Agreement.

using any data and/or information developed under this Implementation Agreement. During construction of the Project, Project Sponsor shall install a sign at a prominent location which shall include a statement that the Project is financed under the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, administered by State of California, Department of Water Resources. Project Sponsor shall notify BACWA and DWR that the sign has been erected by providing it with a site map with the sign location noted and a photograph of the sign.

30. AMENDMENT. No amendment or variation of the terms of this Implementation Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in this Implementation Agreement is binding on any of the parties.

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

32. AUDITS.BACWA reserves the right to conduct an audit at any time between the execution of this Implementation Agreement and the completion of the Project, with the costs of such audit borne by BACWA. Project Sponsor also acknowledges and accepts that, under the State Agreement, DWR may conduct an audit at any time between the execution of the State Agreement and the completion of the Project, with the costs of such audit borne by DWR. After completion of the Project, BACWA may require Project Sponsor to conduct a final audit, at Project Sponsor's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Project Sponsor to comply with this provision shall be considered a breach of this Implementation Agreement, and BACWA may take any action it deems necessary to protect its interests.

    Pursuant to California Government Code § 8546.7, Project Sponsor shall be subject to the examination and audit of DWR for a period of three (3) years after final payment under the State Agreement with respect of all matters connected with the State Agreement, including but not limited to, the cost of administering the State Agreement. All records of Project Sponsor or its subcontractors shall be preserved for this purpose for at least three (3) years after completion of the Project. (*See* Exhibit H attached to the State Agreement for a listing of documents/records that DWR/State Auditors would need to review in the event of being audited.)

33. STATE BUDGET CONTINGENCY. Project Sponsor acknowledges and accepts that, under the State Agreement, implementation of the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 is subject to the availability of funds, including any mandates from the Department of Finance, the Pooled Money Investment Board, or any other State authority. DWR, and therefore BACWA, will not make payments of any kind, including advances or reimbursements, until funding is made available by the State Treasurer.

    If the State Budget Act of the current year and/or any subsequent years covered by this Implementation Agreement does not appropriate sufficient funds for the projects covered by the State Agreement to be carried out by each of the Participating Agencies, including the Project by Project Sponsor, then at BACWA's sole discretion this Implementation Agreement shall be of no force and effect. State appropriation of funds shall be construed as a condition precedent to the obligation of BACWA to make any payments under this Implementation Agreement. In this event, BACWA shall have no liability to pay any funds whatsoever to Project Sponsor or to furnish any other consideration under this Implementation Agreement. Nothing in this Implementation Agreement shall be construed to provide Project Sponsor with

a right of priority for payment over any of the other Participating Agencies. If funding for any fiscal year is reduced or deleted by the State Budget Act for purposes of the program contemplated by the State Agreement, BACWA shall have the option at its sole discretion to either cancel this Implementation Agreement with no liability occurring to BACWA, or offer an Implementation Agreement amendment to Project Sponsor to reflect the reduced amount.

34. CHILD SUPPORT COMPLIANCE ACT. If the State Grant Share is in excess of $100,000.00, Project Sponsor acknowledges in accordance with California Public Contract Code § 7110, that:

    a) Project Sponsor and its contractors and subcontractors recognize 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 § 5200) of Part 5 of Division 9 of the California Family Code; and

    b) Project Sponsor and its contractors and subcontractors, to the best of their knowledge, are 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.

35. COMPETITIVE BIDDING AND PROCUREMENTS. Project Sponsor shall comply with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations in Project Sponsor's contracts with other entities for acquisition of goods and services and construction of public works with funds provided by DWR under the State Agreement and by BACWA under this Implementation Agreement.

36. COMPUTER SOFTWARE. Project Sponsor certifies that it has appropriate systems and controls in place to ensure that State Grant Share funds will not be used in the performance of this Implementation Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

37. CONFLICT OF INTEREST.

    a) Current State Employees. Project Sponsor acknowledges and accepts that, under the State Agreement, no State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.

    b) Former State Employees. Project Sponsor acknowledges and accepts that, under the State Agreement, for the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

38. DELIVERY OF INFORMATION, REPORTS, AND DATA. Project Sponsor agrees to expeditiously provide, during work on the Project and throughout the term of this Implementation Agreement, such reports, data, information, and certifications as may be reasonably required by DWR and BACWA.

39. DISPOSITION OF EQUIPMENT. Project Sponsor shall provide to BACWA, not less than sixty (60) days prior to submission of the final invoice to BACWA, a final inventory list of equipment purchased with State Grant Share funds provided by BACWA. Project Sponsor shall consult with BACWA on the scope of the inventory not less than ninety (90) days prior to the submission of the final invoice. The inventory shall include all items with a current estimated fair market value of more than $5,000.00 per item. Within one-hundred (100) days of receipt of such inventory, BACWA shall provide Project Sponsor with a list of the items on the inventory that DWR will take title to. All other items shall become the property of Project Sponsor. DWR shall arrange for delivery from Project Sponsor of items that it takes title to. Cost of transportation, if any, shall be borne by DWR.

40. DISPUTES. Project Sponsor acknowledges and accepts that, under the State Agreement, in the event of a dispute regarding any invoice received by DWR, payment will not be made by DWR until the dispute is resolved and a corrected invoice submitted. Project Sponsor agrees to assist BACWA in any way necessary to ensure that correct invoices are submitted to DWR and any disputed invoices are corrected to DWR's satisfaction. Payment of any portion of the State Grant Share shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. Any claim that Project Sponsor may have regarding the performance of this Implementation Agreement, including, but not limited to, claims for additional compensation or extension of time, shall be submitted to BACWA within fifteen (15) calendar days of Project Sponsor's knowledge of the claim. BACWA and Project Sponsor, and DWR and BACWA, as applicable, shall then attempt to negotiate a resolution of such claim and process an amendment to this Implementation Agreement and the State Agreement, as applicable, to implement the terms of any such resolution.

    Project Sponsor shall be solely responsible for any and all disputes arising out of its contracts for work associated with the Project, including, but not limited to bid disputes and payment disputes with Project Sponsor's contractors, subcontractors, and suppliers. BACWA will not mediate disputes between Project Sponsor and any other party concerning responsibility for performance of work associated with the Project.

41. DRUG-FREE WORKPLACE CERTIFICATION. By signing this Implementation Agreement, Project Sponsor, and its contractors and subcontractors, hereby certify, under penalty of perjury under the laws of the State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code § 8350 *et seq.*) and have or will provide a drug-free workplace by taking the following actions:

    a) Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by California Government Code § 8355(a).

    b) Establish a Drug-Free Awareness Program, as required by California Government Code § 8355(b), to inform employees, contractors, or subcontractors about all of the following:

        1) The dangers of drug abuse in the workplace,

2) Project Sponsor'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, contractors, and subcontractors for drug abuse violations.

c) Provide, as required by California Government Code § 8355(c), that every employee, contractor, and/or subcontractor who works under this Implementation Agreement:

1) Will receive a copy of Project Sponsor's drug-free policy statement, and

2) Will agree to abide by terms of Project Sponsor's condition of employment, contract, or subcontract.

42. FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED CIVIL ENGINEER. Upon completion of the Project and as may be determined by DWR, Project Sponsor shall provide for a final inspection and certification by a California Registered Civil Engineer that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto, in accordance with this Implementation Agreement and the State Agreement, and to DWR's satisfaction.

43. GOVERNING LAW. This Implementation Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

44. PROJECT SPONSOR COMMITMENTS. Project Sponsor accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Implementation Agreement and the State Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements relevant to the Project made by Project Sponsor to BACWA and with respect to BACWA's application, documents, amendments, and communications filed in support of its request to DWR for California Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Act of 2006 financing.

45. INCOME RESTRICTIONS. Project Sponsor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by Project Sponsor under this Implementation Agreement shall be paid by Project Sponsor to BACWA, for BACWA's payment to DWR as required by the State Agreement, to the extent that they are properly allocable to costs for which Project Sponsor has been reimbursed by BACWA under this Implementation Agreement.

46. INDEPENDENT CAPACITY. Project Sponsor, and the agents and employees of Project Sponsor, if any, in the performance of this Implementation Agreement, shall act in an independent capacity and not as officers, employees, or agents of BACWA, except as otherwise required under the State Agreement.

47. INSPECTIONS.DWR and BACWA shall have the right to inspect the work being performed by Project Sponsor at any and all reasonable times, providing a minimum of a 24-hour notice, during the term of the State Agreement and this Implementation Agreement, respectively. Project Sponsor shall include provisions ensuring such access in all of its contracts or subcontracts entered into pursuant to the State Agreement and this Implementation Agreement. Project Sponsor acknowledges that documents related to the Project may be subject to the California Public Records Act (California Government Code § 6250 *et seq.*). DWR and BACWA shall have the right to inspect these documents at any and all reasonable times

after completion of the Project to ensure compliance with the terms and conditions of the State Agreement and this Implementation Agreement, respectively. During regular office hours, DWR and BACWA shall have the right to inspect and to make copies of any books, records, or reports of Project Sponsor relating to the State Agreement and this Implementation Agreement, respectively. Project Sponsor shall maintain and shall make available at all times for such inspection accurate records of its costs, disbursements, and receipts with respect to its activities under the State Agreement and this Implementation Agreement. Failure or refusal by Project Sponsor to comply with this provision may be considered a breach of the State Agreement and shall be considered a breach of this Implementation Agreement. Accordingly, DWR may withhold disbursements to BACWA under the State Agreement as to each of the Participating Agencies or take any other action it deems necessary to protect its interests, and BACWA may withhold disbursements to Project Sponsor under this Implementation Agreement or take any other action it deems necessary to protect its interests.

48. NONDISCRIMINATION. During the performance of this Implementation Agreement, Project Sponsor and its contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Project Sponsor and contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Project Sponsor and contractors shall comply with the provisions of the Fair Employment and Housing Act (California Government Code § 12990 (a-f) *et seq.*) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code § 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Implementation Agreement by reference and made a part hereof as if set forth in full. Project Sponsor 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. Project Sponsor shall include the nondiscrimination and compliance provisions of this clause in all contracts to perform work under this Implementation Agreement.

49. NO THIRD PARTY RIGHTS. The parties to this Implementation Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Implementation Agreement, or of any duty, covenant, obligation or undertaking established herein, except as otherwise required under the State Agreement and except with respect to the financial indemnity obligations owed to BACWA by Project Sponsor under this Implementation Agreement regarding any action or inaction of the other Participating Agencies.

50. OPINIONS AND DETERMINATIONS. The parties agree that review or approval of any applications, documents, permits, plans, specifications, or other information associated with the Project by BACWA is for administrative purposes only and does not relieve Project Sponsor of its responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the Project.

51. PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS. Project Sponsor shall be responsible for obtaining any and all permits, licenses, and approvals required for performing its obligations under this Implementation Agreement. Project Sponsor shall comply with the California Environmental Quality Act (California Public Resources Code § 21000 *et seq.*) and other applicable federal, State, and local laws, rules, regulations, guidelines, and requirements prior to disbursement of the State Grant Share under this Implementation Agreement.

Without limiting the foregoing, Project Sponsor shall keep informed of and take all measures necessary to ensure compliance with California Labor Code requirements, including but not limited to § 1720 *et seq.* of the California Labor Code regarding public works, limitations on use of volunteer labor (California Labor Code § 1720.4), labor compliance programs (California Labor Code § 1771.5), and payment of prevailing wages for work done under this Implementation Agreement. Pursuant to the provisions of Proposition 84, the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, California Public Resources Code § 75076*et seq.*, Project Sponsor shall require that the body awarding a contract for any public works project funded under this Implementation Agreement and the State Agreement must have a labor compliance program that meets the requirements of California Labor Code § 1771.5.

52. PROHIBITION AGAINST DISPOSAL OF PROJECT. Project Sponsor 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 acquired with funds disbursed under this Implementation Agreement and the State Agreement without prior permission of DWR. Project Sponsor shall not take any action concerning the performance of this Implementation Agreement, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Project Sponsor to meet its obligations under this Implementation Agreement, without prior written permission of DWR. Project Sponsor acknowledges and accepts that, under the State Agreement, DWR may require that the proceeds from the disposition of any real or personal property acquired with funds disbursed under the State Agreement and this Implementation Agreement be remitted to DWR.

53. REMEDIES, COSTS, AND ATTORNEY FEES. Project Sponsor agrees that any remedy provided in this Implementation Agreement is in addition to and not in derogation of any other legal or equitable remedy available to BACWA as a result of breach of this Implementation Agreement by Project Sponsor, whether such breach occurs before or after completion of the Project, and exercise of any remedy provided by this Implementation Agreement by BACWA shall not preclude BACWA from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from the State Agreement or this Implementation Agreement, it is agreed that the prevailing party shall be entitled to such reasonable costs and/or attorney fees as may be ordered by the court entertaining such litigation.

54. RETENTION. Project Sponsor acknowledges and accepts that, under the State Agreement, and notwithstanding any other provision of the State Agreement, DWR shall, for each project covered by the State Agreement to be carried out by the Participating Agencies, including the Project by Project Sponsor, withhold five percent (5.0%) until January 1, 2016, and ten percent (10.0%) thereafter, of the State Grant funds applicable to said project(s) and requested by BACWA on behalf of the Participating Agencies for reimbursement of Eligible Project Costs. The retained funds applicable to each project covered by the State Agreement shall be eligible for release when that particular project is completed and BACWA and the particular Agency have met the requirements of Paragraph 17 hereof and under the State Agreement, as follows: At such time as the "Project Completion Report" required under said Paragraph 17 is submitted to and approved by DWR, DWR shall disburse the retained funds applicable to the project in question to BACWA for disbursement to the Agency in question, except in the case of the last project to be completed under the State Agreement, in which case the retained funds applicable to such project will not be disbursed by DWR until the "Grant Completion Report" required under said Paragraph 17 is submitted to and approved by DWR. Therefore, for clarification purposes, Project Sponsor shall be entitled to its retained

amount of the State Grant Share withheld by DWR when it submits its Project Completion Report and the same has been accepted and approved by DWR, unless Project Sponsor is the last of the Participating Agencies to complete its project, in which case Project Sponsor shall not be entitled to its retained amount until the Grant Completion Report has been submitted to and accepted and approved by DWR.

55. RIGHTS IN DATA. Project Sponsor agrees that, to the extent permitted by law, all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Implementation Agreement shall be in the public domain. Project Sponsor may disclose, disseminate, and use in whole or in part, any final form data and information received, collected, and developed under this Implementation Agreement, subject to appropriate acknowledgement of credit to DWR and BACWA for financial support. Project Sponsor shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so.

56. SEVERABILITY OF UNENFORCEABLE PROVISION. If any provision of this Implementation Agreement is held invalid or unenforceable by a court of final jurisdiction, all other provisions of this Implementation Agreement shall be construed to remain fully valid, enforceable, and binding on the parties.

57. REVIEWS AND INDEMNIFICATION. Project Sponsor agrees that review or approval of applications, documents, permits, plans, specifications, or other information associated with the Project by BACWA is for administrative purposes only and does not relieve Project Sponsor of its responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the Project.

    To the extent permitted by law, Project Sponsor agrees to indemnify, defend, and hold harmless DWR and BACWA against any loss or liability arising out of any claim or action brought against DWR or BACWA 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:

    a) 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;

    b) Performance by Project Sponsor of any of the terms contained in the State Agreement, this Implementation Agreement, or any related document;

    c) Any violation by Project Sponsor 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 natural water system; or

    d) 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 Project Sponsor for use in any disclosure document utilized in connection with any of the transactions contemplated by the State Agreement or this Implementation Agreement. Project Sponsor agrees to pay and discharge any judgment or award entered or made against DWR and BACWA with respect to any such claim or action, and any settlement, compromise, or other voluntary resolution. The provisions of this section shall survive the termination of the State Agreement and this Implementation Agreement.

58. SUCCESSORS AND ASSIGNS. This Implementation Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties hereto. No assignment or transfer of this Implementation Agreement or any part thereof, rights hereunder, or interest herein by Project Sponsor shall be valid unless and until it is approved by BACWA and made subject to such reasonable terms and conditions as BACWA may impose.

59. TIMELINESS. Project Sponsor agrees that time is of the essence in the State Agreement and this Implementation Agreement.

60. TRAVEL. Project Sponsor agrees that travel and per diem costs shall NOT be eligible for reimbursement with State Grant Share funds, and shall NOT be eligible for computing Project Sponsor's Costs. Travel includes the costs of transportation, subsistence, and other associated costs incurred by personnel during the term of the State Agreement and this Implementation Agreement.

61. WAIVER OF RIGHTS. None of the provisions of this Implementation Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties hereto that from time to time either party may waive any of its rights under this Implementation Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the State Agreement or this Implementation 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.

ADDITIONAL PROVISIONS[4]

62. ADMINISTRATION COSTS. Commencing with DWR's award of the State Grant on August 16, 2011, and continuing until the end of the State Grant period (sometime in 2015-2016, when the lengthiest projects covered by the State Agreement are expected to wind down and State Grant closeout activities are expected to be completed), BACWA has incurred, and will continue to incur, numerous administration and legal costs[5] for full implementation of the State Agreement and each of the Implementation Agreements (the "Total Administration Costs").[6] BACWA and the Participating Agencies, including Project Sponsor, have agreed that $640,000.00 is a reasonable estimate of the Total Administration Costs that are expected to be incurred (the "Anticipated Administration Costs").

    Project Sponsor acknowledges and agrees, however, that the Anticipated Administration Costs is only an estimate of the Total Administration Costs made at the commencement of this Implementation Agreement; that the State Agreement covers numerous projects to be carried out by each of the Participating Agencies, including the Project by Project Sponsor, each under different schedules; and there is the possibility of unforeseen delays with respect to the completion of all projects covered by the State Agreement.

[4] Paragraphs 62 through 64 of this Implementation Agreement are specific to the Implementation Agreements and thus do not track any paragraphs contained in the State Agreement.

[5] "Legal costs" are defined for purposes of Paragraph 62to include the costs of legal representation incurred by BACWA in drafting, negotiating, and executing the State Agreement, the costs of BACWA's legal representation in drafting, negotiating, and executing the Implementation Agreements, and the costs of BACWA's legal representation in assisting in the performance of the State Agreement and the Implementation Agreements.

[6] Certain costs totaling $130,000.00 were already expended on a non-reimbursable basis by the Participating Agencies prior to the State Grant eligible date to prepare the State Grant proposal and engage in coordination efforts regarding the same. These costs are not included within the definition of the Total Administration Costs.

Consequently, the Total Administration Costs may increase over and above the initial estimate of the Anticipated Administration Costs, in which case Additional Administration Costs, as that term is further defined below, may be incurred to fully implement the State Agreement and each of the Implementation Agreements.

Project Sponsor agrees that BACWA shall not expend any of its own funds for payment of the Total Administration Costs, including the Anticipated Administration Costs and any Additional Administration Costs. Instead, the Total Administration Costs shall be collectively funded by the Participating Agencies in the manner specified below.

As used in this Implementation Agreement, each Agency's "Proportionate Share" means the percentage equal to the ratio of that Agency's State Grant Share to the whole of the State Grant, excluding that portion of the State Grant allocated under the State Agreement for administration and legal costs associated therewith (refer to Project Element 32 in Exhibit C to the State Agreement). Project Sponsor's Proportionate Share is therefore thirty one percent (31 %). Project Sponsor acknowledges, however, that its Proportionate Share will change if the amount of the State Grant changes at some later date (such as, for example only, through any acts taken by DWR pursuant to Paragraph 11 or Paragraph 16 of the State Agreement to alter the amount of the State Grant), in which case Project Sponsor hereby agrees to any necessary amendment to this Implementation Agreement to reflect such change in its Proportionate Share.

a) EBMUD Services: A portion of the Anticipated Administration Costs, being an amount equivalent in monetary value to $240,000.00, will be provided by EBMUD, one of the Participating Agencies, in the form of project management services to assist BACWA in implementing the State Agreement and the Implementation Agreements (the "EBMUD Services"). The monetary value of the EBMUD Services shall include only the actual costs of services provided by EBMUD staff (including allocable overhead) and only to the extent that such costs are considered reimbursable under the State Agreement. Notwithstanding the foregoing, with the prior written consent of BACWA, EBMUD may provide project management services through a third-party public entity, so long as such services are provided on terms similar to EBMUD project management services, do not cumulatively exceed $10,000.00 in reimbursable costs during the State Agreement term, and are accounted for as EBMUD Services in Exhibit D (Budget) attached hereto.

   EBMUD will be reimbursed for the actual costs of the EBMUD Services under the State Agreement and in accordance with the terms and provisions contained therein applicable to reimbursement of costs.

   EBMUD will provide documentation of the actual costs incurred for the EBMUD Services to BACWA on a regular basis, not less frequently than quarterly, so that BACWA can include such costs with other administration and legal costs when requesting reimbursement thereof under the State Agreement. If the monetary value of the EBMUD Services exceeds $240,000.00, EBMUD may elect to continue to provide project management services on a non-reimbursable basis or decline to do so and refer the matter to the Oversight and Coordination Committee (the "OCC") (see Paragraph 63, below) to determine the appropriate manner by which the costs of such additional project management services shall be collectively paid for by the Participating Agencies.

b) SCC Contribution. A portion of the Anticipated Administration Costs, being $50,000.00, will be paid directly to BACWA by the State Coastal Conservancy ("SCC"), one of the Participating Agencies, in accordance with the terms and provisions of that certain Grant Agreement No. 11-088 (the "SCC Grant Agreement") to be executed by BACWA and SCC (the "SCC Contribution"). The SCC Contribution

represents SCC's Proportionate Share of the Anticipated Administration Costs, less the monetary value of the EBMUD Services (*i.e.*, $240,000.00).

Under and subject to the terms and provisions of the SCC Grant Agreement, the SCC Contribution will be paid to BACWA by SCC in periodic installments. The first such installment shall be SCC's share of the Initial Advance, as that term is defined and discussed below. All portions of the SCC Contribution shall be paid to BACWA on a non-reimbursable basis, and thus SCC will not be reimbursed for the SCC Contribution under the State Agreement.

Project Sponsor agrees that SCC shall not be required to contribute to any Further Advance, as that term is defined and discussed below. SCC shall, however, contribute to the funding of Additional Administration Costs, as that term is defined and discussed below.

Any portion of the SCC Contribution that is advanced to BACWA by SCC but not used for the Anticipated Administration Costs will be returned to SCC in accordance with the terms and provisions of the SCC Grant Agreement. Any portion of any Additional Administration Costs that is advanced to BACWA by SCC but not used for the Total Administration Costs will be returned to SCC in accordance with the provisions below.

c) PA Contribution. The remaining portion of the Anticipated Administration Costs (*i.e.*, that portion of the Anticipated Administration Costs excluding the EBMUD Services and the SCC Contribution), being $350,000.00, shall be the collective responsibility of all the Participating Agencies except SCC (the "PA Contribution").

Portions of the PA Contribution shall be paid in advance to BACWA by the Participating Agencies (except SCC), including the Initial Advance as well as any Further Advance, if required, as those terms are defined and discussed below. The remaining portion of the PA Contribution shall be funded via reimbursement payments made by DWR to BACWA under the State Agreement in accordance with the terms and provisions contained therein applicable to reimbursement of costs.

d) Creation and Management of Prop 84 Account. BACWA has established an account with a federally insured financial institution (the "Prop 84 Account"), which is interest bearing and for which BACWA will maintain a separate accounting, for the purposes of providing a source of funds from which BACWA shall draw to pay for the Total Administration Costs.

BACWA will promptly deposit all portions of the SCC Contribution and advanced portions of the PA Contribution (*i.e.*, the Initial Advance and any Further Advance) received by it into the Prop 84 Account. BACWA shall draw from the funds contained in the Prop 84 Account to pay for the Total Administration Costs; provided, however, that BACWA will not draw from the Prop 84 Account to pay any portion of the EBMUD Services until sufficient funds for reimbursement of such services are received by BACWA from DWR and deposited into the Prop 84 Account. Promptly after making any draw, BACWA shall seek reimbursement under the State Agreement of that portion of such drawn costs that is equal to the collective Proportionate Share of the costs attributable to all of the Participating Agencies except SCC; the portion of the drawn costs attributable to SCC's Proportionate Share thereof shall not be part of any such reimbursement request.

BACWA will deposit into the Prop 84 Account any reimbursement payments BACWA receives under the State Agreement, including reimbursements applicable to the EBMUD Services.

BACWA will separately account for deposits and draws on the Prop 84 Account. No less frequently than quarterly, BACWA will prepare and provide to the OCC a financial report ("Financial Report") for the Prop 84 Account showing each of the following: All payments made by the Participating Agencies to BACWA and deposited into the Prop 84 Account; beginning and ending balances of the Prop 84 Account; draws made by BACWA from the Prop 84 Account; reimbursements received by BACWA from payments made by DWR under the State Agreement; and any costs disallowed by DWR. Each Financial Report will include information for the reporting period and for the period from the inception of the Prop 84 Account to the date of the report.

e) Initial Advance and Further Advances on Anticipated Administration Costs. Project Sponsor agrees that BACWA will not fund any portion of the Anticipated Administration Costs between the time such costs are incurred and paid and the time DWR provides a reimbursement payment for such costs (as applicable) to BACWA under the State Agreement. Project Sponsor further agrees that funding the Prop 84 Account in the initial amount of $107,000.00 (the "Initial Advance") through advance payments made by each of the Participating Agencies is expected to provide a sufficient funding source from which BACWA can draw from to cover those particular Anticipated Administration Costs that are incurred and required to be paid until reimbursement can be sought therefor (as applicable) from DWR under the State Agreement. Accordingly, when invoiced or upon execution of each of the applicable Implementation Agreements, each of the Participating Agencies shall pay its share of the Initial Advance to BACWA. Project Sponsor's agreed-upon share of the Initial Advance is $33,000, of which $19,000 was satisfied prior to execution of this Implementation Agreement by Project Sponsor and other participants in the Project and $14,000 will be paid by Project Sponsor upon execution of this Implementation Agreement.

If, based on a Financial Report and any other relevant information, BACWA concludes, and the OCC confirms, at any time that the funds in the Prop 84 Account available for payment of the Anticipated Administration Costs are insufficient to cover future anticipated draws by BACWA, BACWA may require each of the Participating Agencies (except SCC) to contribute further advance funding in a sum certain to the Prop 84 Account in excess of the Initial Advance (a "Further Advance"). The sum of the Initial Advance, less the amount allocable to SCC's share thereof, and all Further Advances, if any, shall not total more than the PA Contribution.

How any request for a Further Advance will be funded by and allocated amongst the Participating Agencies (except SCC) shall be determined by the OCC in accordance with Paragraph 63, below. Unless otherwise determined by the OCC, each Agency's share of any Further Advance shall be paid to BACWA within thirty (30) calendar days of being invoiced for the same, or, in the alternative, an Agency may authorize, in writing, payment of its share of any Further Advance through a deduction by BACWA from any future disbursement of that Agency's State Grant Share. Project Sponsor agrees that if it elects to pay its share of any Further Advance through a deduction by BACWA from any future disbursement of Project Sponsor's State Grant Share, no further procedural requirement beyond the exchange of written notices between BACWA and Project Sponsor shall be necessary or required to effectuate the deduction option.

Project Sponsor agrees that SCC shall not be required to contribute to any Further Advance because of the applicability of a different set of cost-contribution triggers contained in the SCC Grant Agreement.

f) Costs Rejected by DWR for Reimbursement. Project Sponsor acknowledges and agrees that some otherwise reasonable costs associated with administering the State Agreement and the Implementation Agreements, including, but not limited to, costs incurred to travel to meetings or project sites for final inspections, are not reimbursable under the State Agreement; accordingly, the Participating Agencies (except SCC) shall remain collectively responsible for such costs. If DWR does not reimburse particular costs for which BACWA has made a draw on the Prop 84 Account, the matter will be referred to and handled in the manner determined by the OCC in accordance with Paragraph 63, below; provided, however, that under no circumstances shall BACWA be required to deposit any of its own funds into the Prop 84 Account or otherwise pay out of its own funds for any portion of the Total Administration Costs.

g) Additional Administration Costs. If BACWA concludes, and the OCC confirms, at any time that the Total Administration Costs will likely exceed the initial estimate of the Anticipated Administration Costs, it shall prepare an estimate of such additional administration and legal costs ("Additional Administration Costs") and all Participating Agencies (including SCC), regardless of the status of a particular Agency's project(s), shall make advance payment of its portion of such Additional Administration Costs to BACWA for deposit into the Prop 84 Account. Each Agency's share of such Additional Administration Costs to be paid in advance to BACWA shall be determined by the OCC in accordance with Paragraph 63, below. Unless otherwise determined by the OCC, each Agency's share of such Additional Administration Costs shall be paid to BACWA within thirty (30) calendar days of being invoiced for the same. This process may be repeated more than once, if necessary, to pay for the Total Administration Costs incurred in fully implementing the State Agreement and each of the Implementation Agreements.

h) Return of Advanced Portions of the Total Administration Costs. Upon completion of its project(s), each of the Participating Agencies may request a return of its share of any advanced portions of the PA Contribution, as applicable, and/or Additional Administration Costs, if any, that are still remaining in the Prop 84 Account. Such request shall be considered and decided upon by the OCC in accordance with Paragraph 63, below.

At the end of the State Grant period, BACWA agrees to return to each of the Participating Agencies its share of any advanced portions of the PA Contribution, as applicable, and/or Additional Administration Costs, if any, that are still remaining in the Prop 84 Account. The amount of any such return to be made to a particular Agency shall be determined by the OCC in accordance with Paragraph 63, below.

i) Redirection of Funds Originally Allocated for Administration and Legal Costs. Project Sponsor agrees that if any of the State Grant funds that were originally allocated under the State Agreement to cover administration and legal costs are not needed for that purpose, Project Sponsor will cooperate with BACWA and the remaining Participating Agencies, by and through the OCC, to request approval from DWR to redirect such funding.

63. OVERSIGHT AND COORDINATION COMMITTEE. Upon full execution of each of the Implementation Agreements, BACWA and the Participating Agencies shall thereby and do hereby form the Oversight and Coordination Committee (the "OCC"), the membership of which shall be comprised of BACWA's Project Manager or a BACWA Board Member (as the two may alternate from time to time), as well as the Project Manager from each of the Participating Agencies, including Project Sponsor's Project Manager. The OCC shall be staffed by BACWA's Project Manager or the Project Manager provided for by the EBMUD Services.

The purposes and functions of the OCC shall be to:

a) review and advise upon draft forms of the Quarterly Progress Reports;

b) review and advise upon pending reimbursement requests;

c) review and agree upon the manner by which any additional project management costs will be funded in the event that the actual costs of the EBMUD Services exceeds $240,000.00 and EBMUD elects not to continue to provide project management services on a non-reimbursable basis, pursuant to Paragraph 62(a) hereof;

d) review and advise upon any Financial Report prepared and presented by BACWA to the OCC, in accordance with Paragraph 62(d) hereof;

e) review and confirm BACWA's conclusion regarding the need for any Further Advance to cover payment of the Anticipated Administration Costs, pursuant to Paragraph 62(e) hereof;

f) determine the shares of any needed Further Advance to be paid by each of the Participating Agencies (except SCC), pursuant to Paragraph 62(e) hereof;

g) review and approve of the method by which the responsibility for administration and/or legal costs paid by BACWA but not approved for reimbursement by DWR shall be allocated amongst each of the Participating Agencies (except SCC), pursuant to Paragraph 62(f) hereof;

h) review and confirm BACWA's conclusion regarding the need for advance payments from the Participating Agencies for their shares of any Additional Administration Costs, pursuant to Paragraph 62(g) hereof;

i) determine the shares of any Additional Administration Costs to be paid by each of the Participating Agencies (including SCC), pursuant to Paragraph 62(g) hereof;

j) review and take action regarding any request by a particular Agency for the return of its share of any advanced portions of the PA Contribution, as applicable, and/or Additional Administration Costs, if any, that are still remaining in the Prop 84 Account upon completion of that Agency's project(s) and/or at the end of the State Grant period, pursuant to Paragraph 62(h) hereof;

k) review and agree upon any proposed request to be sent to DWR for its approval to redirect administration- and legal-cost funding allocations under the State Agreement, pursuant to Paragraph 62(i) hereof;

l) review and advise upon any other matter concerning the administration and/or disbursements under the State Agreement and/or the Implementation Agreements, that is presented to the OCC by BACWA or by any other two (2) or more members of the OCC; and

m) interact with DWR personnel as necessary.

The OCC shall meet via teleconference on an as-needed basis and upon the request of BACWA or any other two (2) or more members of the OCC. All meetings shall require advance written notice thereof sent via electronic-mail message by BACWA to each of the other members of the OCC, no less than forty-eight (48) hours prior to the proposed meeting time. The necessary quorum for any meeting of the OCC shall be a majority of the members thereof, one of whom must always include BACWA.

The OCC's review of the draft forms of the Quarterly Progress Reports and pending reimbursement requests shall be independent of any review or certification thereof required by BACWA.

All actions required or needed to be taken by the OCC, except with respect to those functions described in subparagraphs c), f), g), and i), above, shall be taken only upon a majority vote of the members of the OCC present at a noticed meeting at which a quorum exists.

All actions required or needed to be taken by the OCC with respect to those functions described in subparagraphs f) and g), above, shall be taken upon a vote of sixty-seven percent (67%) of the Weighted Vote (as defined below) of the members of the OCC present at a noticed meeting at which a quorum exists, except that neither BACWA nor SCC shall be permitted to vote in such matters. If the OCC cannot make a decision by 67% of the Weighted Vote, then each Agency's (except SCC) proportionate share of the costs to be allocated under subparagraphs f) or g) (whichever is applicable) shall be in an amount equal to its Weighted Vote. "Weighted Vote" is defined for purposes of cost-allocations under subparagraphs f) and g) as follows:

- Each voting Agency's vote shall be multiplied by the ratio of its State Grant Share to the whole of the State Grant, excluding that portion of the State Grant allocated under the State Agreement for administration and legal costs (refer to Project Element 32 in Exhibit C to the State Agreement), and also excluding SCC's State Grant Share.

All actions required or needed to be taken by the OCC with respect to those functions described in subparagraphs c) and i), above, shall be taken upon a vote of sixty-seven percent (67%) of the Weighted Vote (as defined below) of the members of the OCC present at a noticed meeting at which a quorum exists, except that BACWA shall not be permitted to vote in such matters. If the OCC cannot make a decision by 67% of the Weighted Vote, then each Agency's (including SCC) proportionate share of the costs to be allocated under subparagraphs c) or i) (whichever is applicable) shall be in an amount equal to its Weighted Vote. "Weighted Vote" is defined for purposes of cost-allocations under subparagraphs c) and i) as follows:

- Each voting Agency's vote shall be multiplied by the ratio of its State Grant Share to the whole of the State Grant, excluding that portion of the State Grant allocated under the State Agreement for administration and legal costs (refer to Project Element 32 in Exhibit C to the State Agreement).

64. ADDITIONAL INDEMNIFICATION OF BACWA: PROPORTIONAL RESPONSIBILITY FOR FINANCIAL SHORTFALL. In addition to all other duties of indemnification owed by Project Sponsor under this Implementation Agreement, and notwithstanding any other provision of this Implementation Agreement to the contrary, Project Sponsor agrees to hold BACWA free from any liability whatsoever that may result from the action or inaction, whatever the case may be, of any of the Participating Agencies that results in a disruption or discontinuance of the disbursement of the State Grant under the State Agreement by DWR, regardless of whether that action or inaction is the fault of Project Sponsor or one of the other Participating Agencies, as follows:

a) Project Sponsor agrees to contribute to the full financial indemnification of BACWA in the event that DWR requires BACWA to return to it any portion of the State Grant that has been disbursed by BACWA to another Agency and for which that particular Agency fails to return to BACWA after diligent effort has been made by BACWA to recover (the "Shortfall Amount"). This requirement shall be triggered upon BACWA's giving notice of the same to Project Sponsor and each of the other Participating Agencies. The particular shares of the Shortfall Amount that Project Sponsor and the other Participating Agencies will be required to so contribute shall be determined by Project Sponsor and the other Participating Agencies pursuant to subparagraph b), below, and Project Sponsor agrees to fully confer and cooperate with the other Participating Agencies to ensure that BACWA will not have to pay any of its own funds to DWR to satisfy the Shortfall Amount. In no event, however, shall Project Sponsor be required to contribute any amount under this Paragraph that is over and above the amount of the State Grant Share.

b) Promptly upon receipt of the notice from BACAWA referenced in subparagraph a), above, the chief executive officers of each of the Participating Agencies, or their designees, shall form a "Shortfall Committee" to determine the particular shares of the Shortfall Amount that each of the Participating Agencies must contribute. Any meeting of the Shortfall Committee shall require advance written notice thereof sent via electronic-mail message by one of the members of the Shortfall Committee to each of the other members of the Shortfall Committee, no less than seventy-two (72) hours prior to the proposed meeting time. The Shortfall Committee shall determine the particular shares of the Shortfall Amount that each of the Participating Agencies must contribute upon a vote of sixty-seven percent (67%) of the Weighted Vote (as defined hereafter) of the members of the Shortfall Committee present at a noticed meeting at which a majority of the members of the Shortfall Committee are present. If the Shortfall Committee cannot make such a decision by 67% of the Weighted Vote, then each Agency's particular share of the Shortfall Amount shall be in an amount equal to its Weighted Vote. "Weighted Vote" is defined for purposes of this Paragraph as follows:

   - Each voting Agency's vote shall be multiplied by the ratio of its State Grant Share to the whole of the State Grant, excluding that portion of the State Grant allocated under the State Agreement for administration and legal costs (refer to Project Element 32 in Exhibit C to the State Agreement).

c) The requirements of this Paragraph shall survive beyond termination of this Implementation Agreement.

65. COUNTERPART SIGNATURES. This Implementation Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Implementation Agreement.

* * * * * * * * * *

IN WITNESS WHEREOF, the parties hereto have executed this Implementation Agreement as of the dates set forth below.

BAY AREA CLEAN WATER AGENCIES	SOLANO COUNTY WATER AGENCY
By:_____	By:_____
Bennett K. Horenstein	David Okita
Its: Chair	Its: General Manager
Date:_____, 2012	Date:_____, 2012

EXHIBIT "A"

Agreement No. 4600007654

Grant Agreement Between State of California Department of Water Resources And Bay Area Clean Water Agencies

GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES) AND BAY AREA CLEAN WATER AGENCIES
AGREEMENT NUMBER 4600009715
INTEGRATED REGIONAL WATER MANAGEMENT (IRWM) IMPLEMENTATION GRANTS
CALIFORNIA PUBLIC RESOURCES CODE §75026 *ET SEQ.*

THIS AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" and the Bay Area Clean Water Agencies, a public agency in the Counties of Marin, San Francisco, San Mateo, Napa, Solano, Alameda, Contra Costa, Santa Clara, Sonoma, State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee", which parties do hereby agree as follows:

1. PURPOSE. State shall provide a grant from the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 to Grantee to assist in financing projects associated with the San Francisco Bay Area Integrated Regional Water Management (IRWM) Plan pursuant to Chapter 8 (commencing with Section 79560) of Division 26.5 of the California Water Code (CWC), hereinafter collectively referred to as "IRWM Program."

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 September 30, 2016, 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 indicated on page 8.

3. GRANT AMOUNT. The maximum amount payable by State under this Grant Agreement shall not exceed $30,093,592. Of this grant amount, not less than $885,000 shall be expended to projects that benefit the critical water supply or water quality needs of disadvantaged communities (DAC) in the IRWM effort funded by this Grant Agreement. Of the total grant amount, not less than $9,191,685 shall be expended to urban and agricultural water conservation projects in the IRWM effort funded by this Grant Agreement.

4. GRANTEE COST SHARE. Estimated total project costs for this Agreement are $115,905,688. Grantee shall provide a Grantee Cost Share (Funding Match) in the amount of at least 25% (unless a Disadvantaged Community project waiver is granted) of the total project cost. Grantee's Funding Match is estimated to be $85,812,096. Grantee's Funding Match may include cost share performed after September 30, 2008.

5. GRANTEE'S RESPONSIBILITY. Grantee shall faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Project Exhibit B (Schedule) and Exhibit C (Budget). Grantee shall comply with all of the terms and conditions of this Grant Agreement and applicable California Public Resources Code (PRC) requirements.

6. LOCAL PROJECT SPONSOR'S RESPONSIBILITY. Grantee shall assign Local Project Sponsors to act on behalf of Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. Local Project Sponsors shall be assigned in accordance with the participating agencies identified in the San Francisco Bay IRWM grant application. Exhibit F identifies Local Project Sponsors. Local Project Sponsors shall also act on behalf of Grantee in the fulfillment of Grantee responsibilities where specifically specified in this Grant Agreement.

7. BASIC CONDITIONS. State shall have no obligation to disburse money for a project under this Grant Agreement unless and until Grantee has satisfied the following conditions in accordance with the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006.
   a) By signing this Grant Agreement, Grantee demonstrates the designated Local Project Sponsors for each project are aware of and comply with the provisions of the Grant Agreement between State and Grantee.
   b) Grantee demonstrates the availability of sufficient funds to complete the project, as stated in the Grant Award/Commitment Letter, by submitting the most recent 3 years of audited financial statements.

c) Grantee complies with PRC §75102 to notify the California Native American tribe (which is on the contact list maintained by the Native American Heritage Commission) of Project Construction if that tribe has traditional lands located within the area of the Project.

d) For groundwater management and recharge projects and for projects with potential groundwater impacts, the Grantee must demonstrate compliance with the groundwater compliance options set forth on page 15 of the IRWM Program Guidelines, dated August 2010.

e) For the term of this Grant Agreement, Grantee submits timely Quarterly Progress Reports as required by Paragraph 17, "Submission of Reports."

f) Grantee submits all deliverables as specified in this Paragraph of this Grant Agreement and Work Plan in Exhibit A.

g) Since the Grantee's IRWM region (region) receives water supplied from the Sacramento-San Joaquin Delta (Delta), the region's IRWM Plan (existing or any future update) must help reduce dependence on the Delta for water supply.

h) For each project, prior to the commencement of construction or implementation activities, Grantee shall submit to the State the following:

1) Final plans and specifications certified by a California Registered Civil Engineer as to compliance for each approved project as listed in Exhibit A of this Grant Agreement.

2) Work that is subject to the California Environmental Quality Act (CEQA) and or environmental permitting shall not proceed under this Grant Agreement until the following actions are performed:

i. Grantee submits all applicable environmental permits as indicated on the Environmental Information Form to the State,

ii. Documents that satisfy the CEQA process are received by the State,

iii. State has completed its CEQA compliance review as a Responsible Agency, and

iv. Grantee receives written concurrence from the State of Lead Agency's CEQA document(s) and State notice of verification of environmental permit submittal.

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

3) For each project included in this Grant Agreement a monitoring plan as required by Paragraph 22, "Project Monitoring Plan Requirements."

8. DISBURSEMENT OF GRANT FUNDS. Following the review of each invoice, 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. For each project, funds will be disbursed by State in response to each approved invoice in accordance with the Exhibit C. Any and all money disbursed to Grantee under this Grant Agreement and any and all interest earned by Grantee on such money shall be used solely to pay Eligible Costs.

9. ELIGIBLE PROJECT COST. Grantee shall apply State funds received only to eligible Project Costs in accordance with applicable provisions of the law and Exhibit C. 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. Work performed after the date of grant award, August 16, 2011, shall be eligible for reimbursement. Reasonable administrative expenses may be included as Project Costs and will depend on the complexity of the project preparation, planning, coordination, construction, acquisitions, implementation, and maintenance. 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 projects included in this Agreement in accordance with the standard accounting practices of the Grantee.

Advanced funds will not be provided. Costs that are not reimbursable with grant funds cannot be counted as cost share. Costs that are not eligible for reimbursement include but are not limited to:

a) Costs, other than those noted above, incurred prior to the award date of the Grant.
b) Operation and maintenance costs, including post construction performance and monitoring costs.
c) Purchase of equipment not an integral part of a project.
d) Establishing a reserve fund.
e) Purchase of water supply.
f) Monitoring and assessment costs for efforts required after project construction is complete.
g) Replacement of existing funding sources for ongoing programs.
h) Travel and per diem costs.
i) Support of existing agency requirements and mandates (e.g. punitive regulatory agency requirements).
j) Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or land purchased prior to the effective date of the grant award with the State.
k) Payment of principal or interest of existing indebtedness or any interest payments unless the debt is incurred after execution of this Grant Agreement, the State agrees in writing to the eligibility of the costs for reimbursement before the debt is incurred, and the purposes for which the debt is incurred are otherwise eligible costs. However, this will only be allowed as Grantee cost share (i.e. Funding Match)
l) Overhead not directly related to project costs.

10. METHOD OF PAYMENT. After the disbursement requirements in Paragraph 7 "Basic Conditions" are met, State will disburse the whole or portions of the Grant Amount to Grantee, following receipt from Grantee of an invoice for costs incurred, and timely Quarterly Progress Reports as required by Paragraph 17, "Submission of Reports."

Invoices submitted by Grantee shall include the following information:

a) Costs incurred for work performed in implementing the IRWM Program or program contracts during the period identified in the particular invoice.
b) Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the construction, operation, or maintenance of a project.
c) Appropriate receipts and reports for all costs incurred.
d) Invoices shall be submitted on forms provided by State and shall meet the following format requirements:
    1) Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
    2) Invoices must be itemized based on the categories specified in the Exhibit C. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
    3) Sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
    As the Project will include relatively high cost share amounts (estimated at 74% of the total project cost), Grantee's cost share has been divided into "Required Cost Share" and "Additional Cost Share" as documented in Exhibit C. Required Cost Share means twenty five percent of the total project cost and reporting is mandatory. Additional Cost Share means any cost share exceeding 25% and reporting is not mandatory. Grantee is required to maintain records of all cost share (Required and Additional), but Grantee is only responsible for providing documentation to the State to substantiate the Required Cost Share amount (i.e. 25%) unless otherwise requested by State. Retention will not be released until the entire project is complete (grant share, required, and total cost share).
    4) Each invoice shall clearly delineate those costs claimed for reimbursement from the State's grant amount, as depicted in Paragraph 3, "Grant Amount" and those costs that represent Grantee's and Local Project Sponsors' costs, as applicable, in Paragraph 4, "Grantee Cost Share."
    5) Original signature and date (in ink) of Grantee's Project Manager.

Payment will be made no more than monthly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Submit the original and three (3) copies of the invoice form to the following address:

Department of Water Resources
Integrated Region Water Management
Planning Grants Section
Attention: Ted Daum

Overnight/Hand Delivery Address:
901 P Street, Room 213A
Sacramento, CA 95814

Mailing Address:
P.O. Box 942836
Sacramento, CA 94236-0001

11. WITHHOLDING OF GRANT DISBURSEMENT BY STATE. If State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that Grantee has failed in any other respect to comply 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 Grant Amount and take any other action that it deems necessary to protect its interests. If State determines that Grantee has not substantially complied with a portion of the grant's scope in the Grant Agreement, State may withhold the portion of the Grant Amount attributable to that portion of the scope and require Grantee to immediately repay the proportionate share of the disbursed grant amount, with interest at a rate equal to the State of the California general obligation bond interest rate in effect at the time. State may consider Grantee's refusal to repay the requested disbursed grant amount a contract breach subject to the default provisions in Paragraph 13, "Default Provisions." If State withholds a portion of the grant amount, State may require Grantee to submit a revised Work Plan, Schedule, and Budget for State's approval before State disburses any additional grant amount.

    If State notifies Grantee of its decision to withhold the entire grant amount from Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by Grantee and shall no longer be binding on either party.

12. CONTINUING ELIGIBILITY. Grantee must meet the following ongoing requirements to remain eligible to receive State grant funds:
    a) If the region's IRWM Plan was adopted on or before September 30, 2008, the Regional Water Management Group must adopt an IRWM Plan that complies with Part 2.2 of Division 6 of the CWC, commending with section 10530, within two years of entering into a binding agreement with DWR (i.e., the date of execution of the grant agreement by DWR).
    b) Timely adoption of an IRWM Plan that meets the requirements contained in Part 2.2 of Division 6 of the CWC, commencing with Section 10530
    c) An urban water supplier that receives grant funds governed by this Grant Agreement shall maintain compliance with the Urban Water Management Planning Act (CWC§10610 *et. seq.*)
    d) For groundwater management and recharge projects and for projects with potential groundwater impacts, the Grantee must demonstrate compliance with the groundwater compliance options set forth on page 15 of the IRWM Program Guidelines, dated August 2010.
    e) Reporting of status of IRWM Plan Update as described in Exhibit E under the heading "Quarterly Progress Report."

13. DEFAULT PROVISIONS. Grantee will be in default under this Grant Agreement if any of the following occur:

a) Breach of this Grant Agreement, or any supplement or amendment to it, or any other agreement between Grantee and State evidencing or securing Grantee's obligations.
b) Making any false warranty, representation, or statement with respect to this Grant Agreement.
c) Failure to operate or maintain projects in accordance with this Grant Agreement.
d) Failure to make any remittance required by this Grant Agreement.
e) Failure of Grantee or a Local Project Sponsor receiving grant funding through this Grant Agreement to adopt, no later than 2 years after the State executes the Grant Agreement, an IRWM Plan that meets the requirements contained in Part 2.2 of Division 6 of the CWC, commencing with Section 10530.
f) Failure to undertake all reasonable and feasible efforts to take into account the water-related needs of disadvantaged communities in the area within the boundaries of the IRWM Plan.
g) Failure to comply with Labor Compliance Program (LCP) requirements.
h) Failure to meet any of the requirements set forth in Paragraph 12, "Continuing Eligibility."

Should an event of default occur, State may do any or all of the following:
i) Declare the Grant be immediately repaid, with interest, which shall be equal to State of California general obligation bond interest rate in effect at the time of the default.
j) Terminate any obligation to make future payments to Grantee.
k) Terminate the Grant Agreement.
l) Take any other action that it deems necessary to protect its interests.

14. PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS: Grantee and Local Project Sponsors shall be responsible for ensuring any and all permits, licenses, and approvals required for performing their obligations under this Grant Agreement are obtained, and shall comply with CEQA (PRC Section 21000 *et seq.*) and other applicable federal, State and local laws, rules, and regulations, guidelines, and requirements for each project described in Exhibit A.

15. RELATIONSHIP OF PARTIES. Grantee and Local Project Sponsors are solely responsible for design, construction, and operation and maintenance of Projects within the San Francisco Bay Area IRWM Plan area. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of grant funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee and Local Project Sponsors under this Grant Agreement.

16. GRANTEE REPRESENTATIONS. Grantee accepts and agrees to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all written assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 financing. Grantee warrants that all Local Project Sponsors will be contractually required to comply with this Grant Agreement for their respective project or projects. In the event that Grantee fails to secure an agreement with any of the Local Project Sponsors by October 31, 2012, the Grantee shall immediately notify and consult with State of the nonparticipating Local Project Sponsor and its effects on the Projects. Based on the consultation, State may not hold Grantee responsible for the associated nonparticipating Local Project Sponsor's activities under this Grant Agreement, and may reduce the Grant Amount according to the portion of grant intended for the nonparticipating Local Project Sponsor(s). In addition, in the event the Grantee fails to secure an agreement with any of the Local Project Sponsors(s), the Grantee shall submit to State a revised grant agreement Scope of Work within four months of the failure to secure such an agreement.

17. SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion 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 the State's Project Manager, and shall be submitted in both electronic and hard copy forms. If requested, Grantee shall promptly provide any additional information deemed necessary by State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit E. The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State, of a Project Completion Report for each project listed on Exhibit A is a requirement for the release of any funds retained for such project.

- Quarterly Progress Reports: Grantee shall submit Quarterly Progress Reports on a regular and consistent basis to meet the State's requirement for disbursement of funds. Quarterly Progress Reports shall be sent via e-mail, to the State's Project Manager as specified in Exhibit B. Quarterly Progress Reports shall provide a brief description of the work performed, Grantees activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Quarterly Progress Report should be submitted to DWR no later than July 31, 2012, with future reports then due on successive three month increments based on the invoicing schedule and this date.
- Project Completion Reports: Grantee shall prepare and submit to State a separate Project Completion Report for each project included in Exhibit A. Grantee shall submit a Project Completion Report within ninety (90) calendar days of project completion. Each Project Completion Report shall include a description of actual work done, any changes or amendments to each project, and a final schedule showing actual progress versus planned progress, and copies of any final documents or reports generated or utilized during a project. The Project Completion Report shall also include, if applicable, certification of final project by a registered civil engineer, consistent Standard Condition D-15,"Final Inspections and Certification of Registered Civil Engineer." A DWR "Certification of Project Completion" form will be provided by the State.
- Grant Completion Report: Upon completion of all projects included in Exhibit A, Grantee shall submit to State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Project Completion Report for the final project to be completed under the Grant Agreement. The Grant Completion Report shall include reimbursement status, a brief description of each project completed, and how those projects will further the goals of the IRWM Plan and identify any changes to the IRWM Plan, as a result of project implementation. Retention for the last project to be completed as part of this Grant Agreement will not be disbursed until the Grant Completion Report is submitted to and approved by the State.
- Project Performance Reports: Grantee shall submit a Project Performance Report for each project. Project Performance Reports shall be submitted to State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated, for each project, annually for a total of 10 years after the completed project begins operation.

18. IRWM PROGRAM PERFORMANCE AND ASSURANCES. Grantee agrees to faithfully and expeditiously perform or cause to be performed all IRWM Program work as described in the final plans and specifications for each project under this Grant Agreement and implement the project in accordance with applicable provisions of the law. In the event State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, Grantee agrees to pay all costs incurred by State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

19. LABOR COMPLIANCE. Grantee will be required to keep informed of and take all measures necessary to ensure compliance with applicable California Labor Code requirements, including, but not limited to, Section 1720 et seq. of the California Labor Code regarding public works, limitations on use of volunteer labor (California Labor Code Section 1720.4), labor compliance programs (California Labor Code Section 1771.5) and payment of prevailing wages for work done and funded pursuant to these *Guidelines*, including any payments to the Department of Industrial Relations under California Labor Code Section 1771.3.

20. OPERATION AND MAINTENANCE OF PROJECT. For the useful life of any construction and implementation projects and in consideration of the Grant made by State, and subject where applicable to the federal Anti-Deficiency Act, Grantee agrees to ensure or cause to be performed the commencement and continued operation of the projects, and shall ensure or cause the projects to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The Grantee shall ensure that all operations and maintenance costs of the facilities and structures are contractually assumed by the appropriate Local Project Sponsors for their respective projects, subject

where applicable to the federal Anti-Deficiency Act; State shall not be liable for any cost of such maintenance, management, or operation. Grantee or Local Project Sponsors may be excused from operations and maintenance only upon the written approval of the State's Project Manager. For purposes of this Grant Agreement, "useful life" means a period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 13, "Default Provisions." Project elements 1, 2, 3, 4, 5, 6, 7, 8, 18, 19, 20, 23, 24, 25, 26, 27, 28, 29, 30, 31, and 32, as listed on Exhibit C Budget, are not construction-related projects and therefore are not covered by this Paragraph.

21. STATEWIDE MONITORING REQUIREMENTS. Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Part 2.76 (commencing with Section 10780) of Division 6 of CWC) and, where applicable, that projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board.

22. PROJECT MONITORING PLAN REQUIREMENTS. The Grant Agreement work plan should contain activities to develop and submit to State a monitoring plan for each project contained in this Grant Agreement. Monitoring plan can be for the entire Proposal or on a per project basis. Along with the Attachment 6 Project Performance Measures Tables requirements outlined on page 21 of the Proposition 84 Round 1 Implementation Proposal Solicitation Package, the Project Monitoring Plan should also include:
    a) Baseline conditions.
    b) Brief discussion of monitoring systems to be utilized.
    c) Methodology of monitoring.
    d) Frequency of monitoring.
    e) Location of monitoring points.

    A monitoring plan shall be submitted to the State prior to disbursement of grant funds for construction or monitoring activities for each project in this Grant Agreement. See Exhibit G ("Requirements for Data Submittal") for web links and information regarding other State monitoring and data reporting requirements.

23. NOTIFICATION OF STATE. For each project, 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 a 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 wording/scope of work, schedule or term, and budget. See Exhibit H for guidance on Agreement Amendment requirements.
    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 representatives. Grantee shall make such notification at least fourteen (14) calendar days prior to the event.
    c) Completion of work on a project shall include final inspection of a project by a Registered Civil Engineer, as determined and required by State, and in accordance with Standard Condition D-15 (Final Inspections and Certification of Registered Civil Engineer). Furthermore, the Grantee shall provide the State the opportunity to participate in the inspection. Grantee shall make such notification at least fourteen (14) calendar days prior to the final inspection.

24. 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: (i) by delivery in person; (ii) by certified U.S. mail, return receipt requested, postage prepaid; (iii) by "overnight" delivery service; provided that next-business-day delivery is requested by the

sender; or (iv) by electronic means. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the below addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

25. PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.

26. PROJECT REPRESENTATIVES. The Grantee has acknowledged authorization to enter into a cost sharing partnership agreement as documented in Exhibit I. The Project Representatives during the term of this Grant Agreement is as follows.

Department of Water Resources
Paula Landis
Chief, Division of IRWM
P.O. Box 942836
Sacramento CA 94236-0001
Phone: (916) 651-9220
e-mail: plandis@water.ca.gov

Grantee: Bay Area Clean Water Agencies
Name: James Kelly
Title for Project Director: Executive Director
Address: P.O. Box 24055, MS 702
Oakland, CA 94623-1055
Phone: (925) 451-2017
e-mail: jkelly@bacwa.org

Direct all inquiries to the Project Manager:

Department of Water Resources
PM Name: Ted Daum
Division of Integrated Regional Water Management
Mailing Address: P.O. Box 942836
Sacramento, CA 94236-0001
Phone: (916) 651-9264
e-mail: tdaum@water.ca.gov

Grantee: Bay Area Clean Water Agencies
PM Name: Brian Campbell
Agency Name: East Bay Municipal Utility District
Mailing Address: 375 11th Street, MS 902
Oakland, CA 94607
Phone: (510) 287-0680
e-mail: bcampbel@ebmud.com

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

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

Exhibit A – Work Plan
Exhibit B – Schedule
Exhibit C – Budget
Exhibit D – Standard Conditions
Exhibit E – Report Formats and Requirements
Exhibit F – Local Project Sponsors
Exhibit G – Requirements for Data Submittal
Exhibit H – Guidelines for Grantees
Exhibit I – Grantee Resolution

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

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOUCES

_____
Paula J. Landis, P.E., Chief
Division of Integrated Regional Water Management

Date_____

Bay Area Clean Water Agencies

_____
Bennett K. Horenstein
Chair, Executive Board

Date_____

Approved as to Legal Form and Sufficiency

_____
Spencer Kenner, Assistant Chief Counsel
Office of Chief Counsel

Date_____

EXHIBIT A
WORK PLAN

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Project #1. Water-Efficient Landscape Rebate Program
Project Sponsor: Solano County Water Agency / Partner Agencies

Project Description

The Water-Efficient Landscape Rebate Program focuses on removing existing water-intensive lawns and replacing them with more sustainable, water-efficient landscapes. In general, participating agencies will provide rebates to both residential and commercial participants based on the square footage of lawn converted. The objective is to replace 3.8 million square feet of irrigated lawn with water-efficient landscaping. This will result in an estimated water savings of 2,800 AF over a ten year period.

Project Components

Task 1. Direct Project Administration

All administrative activities are covered by the Implementation task for this project.

Task 2. Land Purchase/Easement

No activity is planned for this task.

Task 3. Planning/Design/Engineering/Environmental Documentation

No activity is planned for this task. The Program is not considered a project under CEQA (CEQA Guideline 15378).

Task 4. Implementation

Water-Efficient Landscape Rebate Program

The program consists of three components:

1.4.1 Rebate Applications Evaluation

- Review applications for landscape rebates to ensure that the applicants meet qualifying criteria. A pre- and post inspections may be required for verification.

1.4.2 Rebate Processing

- Provide rebates based on each square foot of front lawn converted. The minimum rebate is $0.50 per converted square foot of lawn replaced.
- Issue rebates in the form of a check or water credit on the customer water bill.
- Maintain customer rebate database.

1.4.3 Public Outreach and Customer Service

- Participating Agency(s) will market their program in a variety of ways including but not limited to: direct mail to customers and local landscape professionals, newspaper advertisements, flyers at retail irrigation supply stores and nurseries, agency newsletters, customer bill inserts, and agency website.

Deliverable(s):

- Rebate Application
- Database of participant rebate application forms
- Public outreach materials

Task 5. Environmental Compliance / Mitigation / Enhancement

No activity is planned for this task.

Task 6. Construction Administration

No activity is planned for this task.

Task 7. Other

No activity is planned for this task.

Task 8. Contingency

No activity is planned for this task.

Project #2. Bay Friendly Landscape Training Program
Project Sponsor: Solano County Water Agency / StopWaste.org

Project Description

The Bay-Friendly Landscape Training Program is a sustainable landscaping program that encourages property owners and managers to minimize and remove turf, and provides support to participants with published guides, videos and hands-on trainings. This program's goals are to conduct eight (8) landscape professional trainings, 36 "Rethink Your Lawn" lawn conversion workshops at 18 nurseries; and ensure that 52,120 home owners receive lawn conversion information. This is estimated to result in a water savings of approximately 47 AFA and 470 AF over a ten year period.

Project Components

Task 1. Direct Project Administration

All administrative activities are covered by the Implementation task for this project.

Task 2. Land Purchase/Easement

No activity is planned for this task.

Task 3. Planning/Design/Engineering/Environmental Documentation

No activity is planned for this task. The Program is not considered a project under CEQA (CEQA Guideline 15378).

Task 4. Implementation

Water Efficient Landscape Education Program

The Water Efficient Landscape Education Program is a sustainable landscaping program that encourages property owners and managers to minimize and remove turf, and provides support to participants with published guides, videos and hands-on trainings. There are three (3) implementation components:

2.4.1 Bay-Friendly Landscape Training Start-up

- Schedule home gardener and landscape professional trainings.
- Identify and coordinate with agencies to host and sponsor trainings.
- Recruit participants and provide an online application for recruiting.

2.4.2 Bay-Friendly Landscape Training Implementation

- Conduct eight (8) landscape professional trainings. Each training occurs over several weeks and provides 24 hours of instruction to approximately 320 to 480 landscape professionals from around the Bay Area. The training is a comprehensive sustainable landscape overview to green conventional landscape practices and includes information on water audits, ET controllers, high efficiency irrigation, sheet mulching, lawn alternatives, creating drought resistant soils, selecting and growing appropriate, climate adapted plants as well as use of landscape based storm water control measures, and Integrated Pest Management practices and more. Professionals who attend 100% of the classes and pass an exam are then recognized as "Bay-Friendly Qualified Landscape Professionals".

- Identify qualified landscape professionals that offer sheet mulching and lawn conversion services.
- Conduct 36 "Rethink Your Lawn" workshops and sheet mulching demonstrations led by Bay-Friendly Qualified Landscape Professionals and Bay-Friendly Educators at 18 nurseries. Each workshop is followed by educational tabling and trained volunteers for follow-up questions from participants.
- Create a step-by-step lawn conversion slide show accessible on websites and at nursery events reaching thousands of home gardeners.
- Label low water use, non-invasive plants suited to local soils and climates as Bay-Friendly plant species at five (5) nurseries.

2.4.3 Bay-Friendly Landscape Training Surveys and Analysis

- Conduct surveys at all workshops and trainings.
- Evaluate website utilization via weekly reports, subscriptions and activity reports from consultants.
- Survey website users on lawn conversion implementation.
- Survey host nurseries to identify trends in sales of labeled Bay-Friendly plants.
- Analyze survey results.

Deliverable(s):

- Online application for recruiting
- Landscape professional trainings
- List of landscape professionals offering sheet mulching and lawn conversion services
- Labels on low-water use plants and nurseries
- Step-by-step lawn conversion slide show
- Summary analysis of participant surveys

Task 5. Environmental Compliance / Mitigation / Enhancement

No activity is planned for this task.

Task 6. Construction Administration

No activity is planned for this task.

Task 7. Other

No activity is planned for this task.

Task 8. Contingency

No activity is planned for this task.

Project #3. Weather Based Irrigation Controllers
Project Sponsor: Solano County Water Agency / Partner Agencies

Project Description

The Weather-Based Irrigation Controller Program (WBIC) involves the replacement of standard irrigation "clock-type" controllers with self-adjusting automatic irrigation controllers that utilize prevailing weather conditions, current and historic evapotranspiration, soil moisture levels, and other relevant factors to adapt water applications to meet the actual needs of plants. The program goal is to install 32,740 WBICs regionally. This could achieve a potential water savings of 2,660 AF of water over a 10-year period.

Project Components

Task 1. Direct Project Administration

All administrative activities are covered by the Implementation task for this project.

Task 2. Land Purchase/Easement

No activity is planned for this task.

Task 3. Planning/Design/Engineering/Environmental Documentation

No activity is planned for this task.

Task 4. Construction/Implementation

Weather-Based Irrigation Controller (WBIC) Program Element Implementation

3.4.1 Customer Purchase Program Implementation

- Identify qualifying properties and verify eligibility.
- Agency(s) to develop a list of approved Weather-Based Irrigation Controllers (WBIC) models, and generate modes for customer utilization at the time of purchase.
- An optional inspection at the request of the customer or agency will include a precipitation test on 50% of an individual site. Field personnel may perform onsite inspections on 5-20% of the controller installation and programming sites to ensure accuracy per manufacturer specifications.

3.4.2 Rebate Processing

- Participating agencies will review and evaluate customer rebate applications. An agency may require a purchase receipt and/or post inspections prior to issuing a rebate.
- Issue rebates in the form of a check or water credit on the customer water bill.

3.4.3 Public Outreach

- Conduct customer and retailer marketing and public outreach activities to implement the incentive program and verification process. Specific activities include outreach to retailers, publishing rebate materials and postcards associated with the distribution of the incentives.

Deliverable(s):

- Rebate Applications

- Database of participant rebate application forms
- Public outreach materials

Task 5. Environmental Compliance / Mitigation / Enhancement

No activity is planned for this task.

Task 6. Construction Administration

No activity is planned for this task.

Task 7. Other

No activity is planned for this task.

Task 8. Contingency

No activity is planned for this task.

Project #4. High Efficiency Toilet and Urinal Rebate Program
Project Sponsor: Solano County Water Agency / Partner Agencies

Project Description

The High-Efficiency Toilet and Urinal (HET/HEU) Rebate Program Element involves replacing high volume toilets (3.5 or more gallons per flush (gpf)) or old (10 years or older) inadequately performing Ultra-Low-Flush Toilets (ULFTs), with HETs (1.28 gpf or less), and existing urinals (1.0 or more gpf) with HEUs that use 0.5 gpf or less. The objective of the High Efficiency Toilet and Urinal Rebate Program is to achieve the installation of approximately 23,000 HETs and HEUs resulting in an estimated water savings of 400 AFA.

Program structure and specifics will be implemented by the individual agency. Each participating agency can choose to implement a rebate program offering financial incentives or equivalent to their customers, a direct-install program (covered elsewhere in the Workplan), or a combination of both. Agency rebates or voucher offers will be a minimum of $100 per unit.

Project Components

Task 1. Direct Project Administration

All administrative activities are covered by the Implementation task for this project.

Task 2. Land Purchase/Easement

No activity is planned for this task.

Task 3. Planning/Design/Engineering/Environmental Documentation

No activity is planned for this task.

Task 4. Construction/Implementation

High-Efficiency Toilet and Urinal (HET/HEU) Rebate Program

All HETs and HEUs rebated through this program will be required to meet the US EPA WaterSense standard and will be required to meet or exceed Uniform North American Requirements (UNAR) specifications. The UNAR specifications are supplementary to the minimum requirements established within the following national standards: American Society of Mechanical Engineers A112.19.2-2003 and A112.19.5-2005, Canadian Standards Association B45 Series-02, Plumbing Fixtures.

The main implementation components to these programs are:

For Rebate Programs administered by Agency:

4.4.1 Rebate Applications Evaluation

- Participating Agency(s) will review and confirm applicants meet program eligibility requirements
- Participating Agency(s) will review applications to ensure they meet program terms and conditions

- Pre and post inspections may be required to verify toilet/urinal meets program terms and conditions

4.4.2 Rebate Processing

- Participating Agency(s) will provide a minimum rebate of $100 per unit.
- Rebates will be issued in the form of a check or water credit on the customer water bill
- Participating Agency(s) will maintain a database to track program activities

4.4.3 Public Outreach and Customer Service

- Participating Agency(s) will market their program in a variety of ways including but not limited to: direct mail to customers and local plumbers, newspaper advertisements, flyers at home supply stores, agency newsletter, customer bill inserts, and agency website.
- Participating Agency(s) will provide information to assist customers with their toilet/urinal replacement, through the use of flyers and information on their websites.

For Rebate Programs administered by contractor:

4.4.4 Secure services of toilet contractor to administer program

- Contracting procurement specifics and structure will vary per agency , but in general, include the following steps: 1) Prepare and issue request for proposal for toilet/urinal supply and installation services or rebate administration, 2) evaluate proposals, 3) select highest-scoring vendor, 4) enter into agreement and award contract. Some agencies already have contractors in place and will not need to solicit for new services.

4.4.5 Contractor replaces old, inefficient toilets and urinals with new HET/HEUs.

- Contractor will replace only toilets that currently flush at 3.5 gpf or more, and urinals that currently flush at 1.0 gpf or more with approved HETs and HEUs. Agencies may also approve replacement of old (10-plus years or older) inadequately performing ULFTs. These first generation ULFTs were poorly designed and in many cases have to be flushed multiple times thereby negating any potential water savings.

4.4.6 Contractor bills water agency monthly for each rebate or installation

- Contractor provides complete database with all participation details, along with invoice.

Deliverable(s):

- Eligible Customer List
- Completed HET/HEU Install List
- Database of participant rebate application forms

Task 5. Environmental Compliance / Mitigation / Enhancement

No activity is planned for this task.

Task 6. Construction Administration

No activity is planned for this task.

Task 7. Other Costs

No activity is planned for this task.

Task 8. Contingency

No activity is planned for this task.

Project #5. High Efficiency Toilet and Urinal Direct Install Program
Project Sponsor: Solano County Water Agency / Partner Agencies

Project Description

The High-Efficiency Toilet and Urinal (HET/HEU) Direct Install Program involves replacing high volume toilets (3.5 or more gallons per flush (gpf)) or old (10 years or older) inadequately performing Ultra-Low-Flush Toilets (ULFTs), with HETs (1.28 gpf or less), and existing urinals (1.0 or more gpf) with HEUs that use 0.5 gpf or less. The program goal is to install 12,000 HETs/HEUs resulting in water savings of approximately 300 AFA.

Project Components

Task 1. Direct Project Administration

All administrative activities are covered by the Implementation task for this project.

Task 2. Land Purchase/Easement

No activity is planned for this task.

Task 3. Planning/Design/Engineering/Environmental Documentation

No activity is planned for this task.

Task 4. Construction/Implementation

High-Efficiency Toilet and Urinal (HET/HEU) Direct Install Program

All HETs and HEUs installed through this program will be required to meet the US EPA WaterSense standard and will be required to meet or exceed the Uniform North American Requirements (UNAR) specifications. The UNAR specifications are supplementary to the minimum requirements established within the following national standards: American Society of Mechanical Engineers A112.19.2-2003 and A112.19.5-2005, Canadian Standards Association B45 Series-02, Plumbing Fixtures.

For Direct Installation Programs administered by contractor the implementation components are:

5.4.1 Secure services of toilet contractor to administer program

- Contracting procurement specifics and structure will vary per agency, but in general, include the following steps: 1) Prepare and issue request for proposal for toilet/urinal supply and installation services or rebate administration, 2) evaluate proposals, 3) select highest-scoring vendor, 4) enter into agreement and award contract. Some agencies already have contractors in place and will not need to solicit for new services.

5.4.2 Contractor replaces old, inefficient toilets and urinals with new HETs and HEUs.

- Contractor will replace only toilets that currently flush at 3.5 gpf or more, and urinals that currently flush at 1.0 gpf or more with approved HETs and HEUs. Agencies will have discretion to approve replacement of old (10-plus years or older) inadequately performing ULFTs. These first generation ULFTs were poorly designed and engineered and in many cases have to be flushed multiple times thereby negating any potential water savings.

5.4.3 Contractor bills water agency monthly for each installation

- Contractor provides complete database with all participation details, along with invoice.

Deliverable(s):

- Eligible Customer List
- Completed HET/HEU Install List
- Database of participant application forms

Task 5. Environmental Compliance / Mitigation / Enhancement

No activity is planned for this task.

Task 6. Construction Administration

No activity is planned for this task.

Task 7. Other Costs

No activity is planned for this task.

Task 8. Contingency

No activity is planned for this task.

Project #6. High Efficiency Clothes Washer Rebate Program
Project Sponsor: Solano County Water Agency / Partner Agencies

Project Description

The High-Efficiency Washer (HEW) Rebate Program provides financial incentives to customers for the purchase and installation of energy-and water-efficient clothes washing machines. Eligible washing machine models will be at least as water and energy efficient as Tier 3 models currently listed by the Consortium for Energy Efficiency (CEE).

The goal of the Regional HEW Rebate Program is to install 51,000 HEWs within the region. This should result in an estimated water savings of 1,200 acre-feet annually (AFA).

Project Components

Task 1. Direct Project Administration

All administrative activities are covered by the Implementation task for this project.

Task 2. Land Purchase/Easement

No activity is planned for this task.

Task 3. Planning/Design/Engineering/Environmental Documentation

No activity is planned for this task.

Task 4. Construction/Implementation

High Efficiency Clothes Washer (HEW) Program Element Implementation

The implementation components are:

6.4.1 Rebate Applications Evaluation

- Participating Agency(s) will review and evaluate rebate applications to ensure that the applicants meet qualifying criteria. A post inspection may be required for verification.

6.4.2 HEW Rebate Processing

- A third-party contractor (e.g. PG&E) will process the rebate following the rebate distribution protocol of the program, distribute rebates to customers and maintain a database of customers.

6.4.3 HEW Public Outreach

- Participating Agency(s) will market the program in a variety of ways including but not limited to: direct mail to customers, newspaper advertisements, point-of-purchase materials at retail stores, agency newsletters, customer bill inserts, and agency website.

Deliverable(s):

- Database of participant rebate application forms
- Public outreach materials

Task 5. Environmental Compliance / Mitigation / Enhancement

No activity is planned for this task.

Task 6. Construction Administration

No activity is planned for this task.

Task 7. Other Costs

No activity is planned for this task.

Task 8. Contingency

No activity is planned for this task.

Project #7. Napa County Rainwater Harvesting Pilot Project
Project Sponsor: Solano County Water Agency / Napa Co. RCD

Project Description

The Napa County Rainwater Harvesting Pilot Project consists of a rebate program for the installation of rain barrels and partially or fully funding the construction of "rain gardens" at various sites in Napa County. The Rainwater Harvesting Rain Barrel Rebate Program focuses on education and installation of rainwater harvesting barrels throughout Napa County to educate property owners about capturing rainwater and using it for irrigation or other non-potable uses. Property owners will construct rain gardens on their property that will be partially or fully funded through this project. Rain gardens construction will support sustainable landscaping and gardening principles and will slow, spread and sink rainwater. Residential projects will be funded up to 75% of the total cost (up to $20,000 – to be determined by the agency) though some public projects may be fully funded if a specific need is determined. Property owners will be responsible for following the terms and conditions of the program. The goal of the program is to construct a minimum of ten rain gardens throughout Napa County and report back on the outcomes of the project. These are pilot programs designed to determine the effectiveness of rainwater harvesting in the North Bay Area.

Project Components

Task 1. Direct Project Administration

All administrative activities are covered by the Implementation task for this project.

Task 2. Land Purchase/Easement

No activity is planned for this task.

Task 3. Planning/Design/Engineering/Environmental Documentation

No activity is planned for this task.

Task 4. Construction/Implementation

Napa Valley Rainwater Harvesting Pilot Program – Rain Barrel Rebate

Residents will learn about rainwater harvesting in Napa County and the Bay Area and can receive a rebate covering 75% of the cost of a Rain Barrel (Up to a maximum of $1,000 – to be determined by the agency). Residents will be able to receive a rebate after purchasing a Rain Barrel of their choice. Once a resident installs a Rain Barrel, they will be asked to participate in follow-up surveys and site visits to gauge the effectiveness of rainwater harvesting in the County. The implementation component of this program includes:

7.4.1 Rebate Program/Application Development

- Agency will develop program, applications, and terms and conditions.
- Agency will review and confirm applicants are eligible and meet program terms and conditions.
- Pre and post inspections may be required to verify Rain Barrel meets program terms and conditions.

7.4.2 Rebate Processing

- Participating Agency will provide rebates based on Rain Barrel cost. Rebate amount will be determined by the agency and will be a maximum of up to $1,000 per unit (or 75% of the cost).
- Agency will maintain a database to track program activities.

7.4.3 Public Outreach and Customer Service

- Agency will market their program in a variety of ways including but not limited to: direct mail to customers, newspaper advertisements, agency newsletter, bill inserts, agency website, workshops and educational events.
- Agency will provide information to assist customers with their Rain Barrel, such as flyers describing program and information on their website.

Deliverable(s):

- Completed Rain Barrel install list.
- Database of participant rebate application forms.
- Report on effectiveness of rainwater harvesting in Napa Valley.

Napa Valley Rainwater Harvesting Pilot Program – Rain Garden Cost-Share

Property owners will construct rain gardens on their property that will be partially or fully funded through this project. Rain gardens construction will support sustainable landscaping and gardening principles and will slow, spread and sink rainwater. Residential projects will be funded up to 75% of the total cost (up to $20,000 – to be determined by the agency) though some public projects may be fully funded if a specific need is determined. Property owners will be responsible for following the terms and conditions of the program. The implementation component of this program includes:

7.4.4 Cost-Share Program/Applications Development

- Agency will develop program, applications, and terms and conditions.
- Agency will review and confirm applicants are eligible and meet program terms and conditions.
- Pre and post inspections may be required to verify Rain gardens meet program terms and conditions.

7.4.5 Cost-Share Processing

- Agency will provide cost-share based on project cost. Projects will be funded up to 75% of the total cost (up to $20,000) amount will be determined by the agency though some public projects may be fully funded if a specific need is determined.
- Agency will maintain a database to track program activities.

7.4.6 Public Outreach and Customer Service

- Agency will market their program in a variety of ways including but not limited to: direct mail to customers, newspaper advertisements, agency newsletter, bill inserts, agency website, workshops and educational events.
- Agency will provide information to assist customers with their project, such as flyers describing program and information on their website.

Deliverable(s):

- Completed rain garden project list.
- Database of participant cost-share application forms.
- Report on effectiveness of rainwater harvesting in Napa County.

Task 5. Environmental Compliance / Mitigation / Enhancement

A categorical exemption has been submitted for the Napa Valley Rainwater Harvesting Pilot Project. A Notice of Exemption has been filed and is on record.

Task 6. Construction Administration

The Program does not include construction activities.

Task 7. Other Costs

No activity is planned for this task.

Task 8. Contingency

No activity is planned for this task.

Project #8, Conservation Program Administration
Project Sponsor: Solano County Water Agency / Partner Agencies

Project Description

Project Administration consists of properly managing and administering the Bay Area IRWM Prop. 84 Conservation Grant. This grant provides over $9 million and covers eight (8) water resource management projects. Quarterly reporting, invoicing, accounting, legal work, disbursement of grant funds, coordination of activities, and project management are included. This element also involves the submission of a project completion report as well as other required post-performance reports.

Project Components

Task 1. Direct Project Administration

This task includes 1) Solano County Water Agency, lead administrator for the conservation proponents, 2) contractual agreement with a consultant to develop reporting templates, prepare quarterly progress reports, maintain and administer program database, and 3) grant administrative cost for participating agencies to review and finalize number of rebates processed, rebate costs, and water savings.

Task 2. Land Purchase/Easement

No activity planned for this task.

Task 3. Planning/Design/Engineering/Environmental Documentation

No activity is planned for this task. This work is not considered a project under CEQA Guideline 15378 because there is no potential for resulting in either a direct physical change in the environment.

Task 4. Construction/Implementation

No activity is planned for this task.

Task 5. Environmental Compliance / Mitigation / Enhancement

No activity is planned for this task.

Task 6. Construction Administration

No activity is planned for this task.

Task 7. Other Costs

No activity is planned for this task.

Task 8. Contingency

No activity is planned for this task.

Project #9. CCCSD-Concord Recycled Water Pipeline Project
Project Sponsor: Central Contra Costa Sanitary District

Project Description

Central Contra Costa Sanitary District's (CCCSD or District) proposed CCCSD-Concord Recycled Water Project (Project) would provide up to 190 acre-feet per year (AFY) of recycled water to up to 34 sites for landscape irrigation in the City of Concord. The Project will extend the District's distribution system from the Buchanan Fields Golf Course (an existing recycled water customer). Once through the golf course property, the balance of the pipeline construction would take place in existing city streets near the Chevron Office Park in Concord.

Project Components

Task 1. Direct Project Administration

Direct Project Administration includes preparation of a Project Assessment and Evaluation Plan, quarterly reports, grant invoice documentation, a project completion report, and post performance reports.

Task 2. Land Purchase/Easement

No permanent easement acquisitions and/or right-of-ways are required for project. There are no costs for this task.

Task 3. Planning/Design/Engineering/Environmental Documentation

The planning and environmental documents have all been prepared for this project. This project was originally designed as part of the District's A-Line Sewer Expansion project. In 2007, due to cost prohibitions at the time the project was bid, the recycled water pipeline construction was deleted from the sewer project and put on hold until funding became available. CCCSD executed a federal funding agreement for this project in September 2011. This project was awarded a Round 1 Proposition 84 IRWM Implementation Grant in August 2011. CCCSD is preparing construction documents by updating the recycled water portion of the 2007 design. A CEQA Notice of Exemption was completed in 2009. NEPA was conducted to comply with federal funding requirements. NEPA documentation (Environmental Assessment/FONSI) is in the final stages of completion.

Task 4. Construction/Implementation

The Project consists of constructing approximately 2.5 miles of underground recycled water pipelines ranging in diameter from 2" to 10", up to 34 service laterals, and backflow protection devices.

The transmission line is a 10-inch-diameter pipe along major streets, reducing to 4-inch-diameter pipe at the southern end of the service area. Lateral pipelines would be installed off the main pipelines to serve the individual properties and landscape medians. It is anticipated that two construction methods will be used to install the pipeline—underground installation (horizontal directional drilling) and open trench installation. The underground installation would be used on the Buchanan Fields Golf Course, and the open trench method would be used for the remaining portions of the project area. The trench would be approximately five feet deep and three feet wide. It is estimated that the project will take about 12 months to construct, including customer connections and installation of backflow devices.

Task 5. Environmental Compliance / Mitigation / Enhancement

A CEQA Notice of Exemption was filed with the Contra Costa County and the State Clearing House in March 2009. A NEPA draft Environmental Assessment was prepared and found no potentially significant impacts. Therefore there are no mitigation measures associated with this project.

Task 6. Construction Administration

Construction Administration includes construction inspection, engineering services during construction, and other construction administration services.

Task 7. Other Costs

No activity is planned for this task.

Task 8. Contingency

Contingency is estimated as 20% of the construction costs, Task 4.

Project #10. Central Dublin Recycled Water Distribution and Retrofit Project
Project Sponsor: Dublin San Ramon Services District

Project Description

The Dublin San Ramon Services District's (DSRSD) Central Dublin Recycled Water Distribution and Retrofit Project (Project) will expand DSRSD's existing recycled water distribution system to deliver up to 240 acre-feet per year (AFY) of recycled water within its service area. This project entails constructing recycled water distribution pipelines to convey water for landscape irrigation to eleven sites, which includes five schools, four parks, a multi-family residential complex, and streetscapes and medians along the pipeline alignments. The Project consists of approximately 4,600 feet of 12-inch recycled water main and 3,600 feet of 6-inch recycled water main. The lines will be constructed from the 16-inch DERWA main supply line located in the Iron Horse Trail to the project customers. This project will also provide plumbing retrofits to connect existing irrigation systems at Dublin schools and parks to the recycled water system. The project will be designed to have a maximum delivery capacity of 340 AFY. This will allow DSRSD to connect up to 100 AFY worth of future customers.

The locations of the project facilities are as shown in Figure No. 1, which has been updated since the grant proposal was submitted in January 2011.

Project Components

Task 1. Direct Project Administration

Direct Project Administration includes preparation of a Project Assessment and Evaluation Plan, quarterly reports, grant invoice documentation, a project completion report, and post performance reports.

Task 2. Land Purchase/Easement

Easements are required from City of Dublin, Union Pacific Railroad, Alameda County, and Zone 7 Water Agency.

Task 3. Planning/Design/Engineering/Environmental Documentation

Planning and environmental documents have been prepared for this project and design documents are in progress. DSRSD is seeking both state and federal funding for this project. A Federal Title XVI Feasibility Study has been conducted for this project. NEPA has been conducted to comply with federal funding requirements; a Finding of No Significant Impact is expected to be executed by December 2011. A CEQA EIR Addendum was adopted for this project on May 2, 2011.

Task 4. Construction/Implementation

The project consists of approximately 4,600 feet of 12-inch recycled water main and 3,600 feet of 6-inch recycled water main. Two twelve-inch diameter pipelines and one 6-inch diameter pipeline would be installed off the main pipelines to bring service to the individual properties. Two construction methods will be used to install the pipelines – underground installation (horizontal directional drilling) and open trench installation. The underground installation will be used at the existing canal crossing and Dublin High School as well as underneath Union Pacific Railroad property. The open trench method will be used for the remaining portions of the project area. As part of construction, encroachment permits are required from the City of Dublin and Zone 7 Water Agency.

A subcontractor will retrofit project customer sites for recycled water after construction of the transmission pipelines is complete. Prior to connection to the extended recycled water system, DSRSD staff will conduct a coverage test and cross connection test at each retrofitted site. Costs associated with the retrofits are not subject to reimbursement from the grant and will be separated from transmission line construction costs. The cost for retrofit and testing are estimated at $110,000 and are non-state cost.

Task 5. Environmental Compliance / Mitigation / Enhancement

Mitigation measures include preconstruction biological survey for protected species, and construction monitoring in archaeologically and paleontologically sensitive areas.

Task 6. Construction Administration

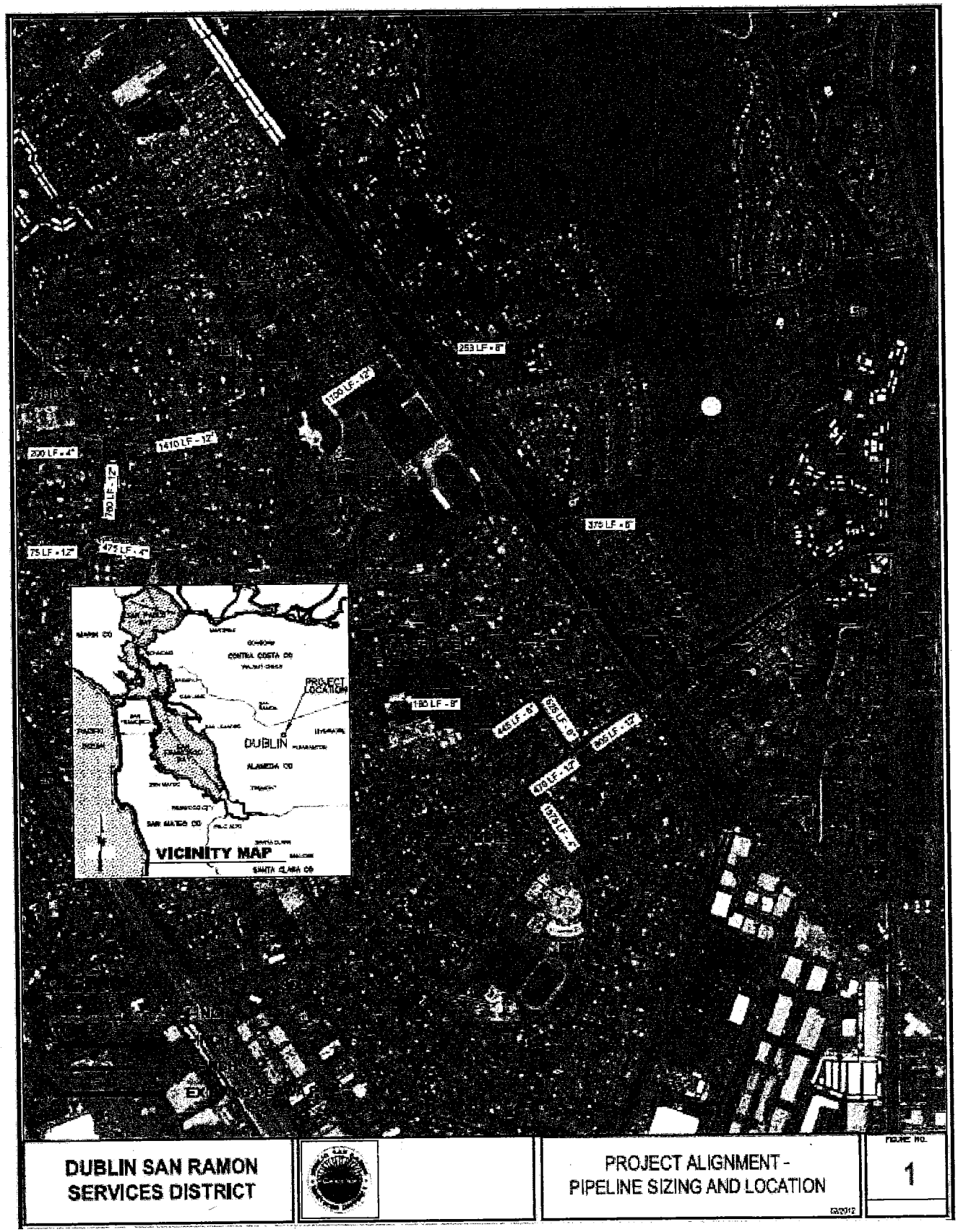
Construction Administration includes construction inspection, engineering services during construction, construction management and other construction administration services.

Task 7. Other Costs

Other costs include overall project management and consultant management.

Task 8. Contingency

Contingency is estimated as 20% of the construction costs, Task 4.



DUBLIN SAN RAMON SERVICES DISTRICT		PROJECT ALIGNMENT - PIPELINE SIZING AND LOCATION	FIGURE NO. 1

Project #11. East Bayshore Phase 1A – Interstate 80 Pipeline Project
Project Sponsor: East Bay Municipal Utility District

Project Description

East Bay Municipal Utility District (EBMUD) has implemented the East Bayshore Recycled Water Project (EBRWP), a multi-phase project, to provide up to 2.5 mgd (2,800 AFY) of recycled water at build-out to its customers within the cities of Alameda, Albany, Berkeley, Emeryville, and Oakland. The first phase of the EBRWP has been completed in the Oakland area, including a tertiary treatment plant, segments of the transmission and distribution pipelines, and customer retrofits. The remainder phases of the EBRWP that need to be completed include connecting segments of the transmission pipeline along the Interstate 80 (I80), distribution pipelines, and customer retrofits. This project will complete the first critical segment of the transmission pipeline which consists of approximately 2,500 feet of 12-inch PVC and steel pipes starting from the EBRWP treatment plant in Oakland and ending south of Temescal Creek in Emeryville (see Figure EBRWP Phase 1A – I80 Pipeline Project).

Benefits specific to the project include:

- *Reduce regional dependence on imported water supplies.* The project helps offset demands for potable water, currently supplied by Mokelumne River, by using recycled water for beneficial landscape, commercial and industrial water uses.

- *Increase regional supply reliability.* This project helps reduce the risk of severe rationing during prolonged droughts. By increasing the portion of recycled water used, EBMUD will save a larger percentage of its potable water supplies for residential and commercial potable uses.

- *Reduce wastewater discharges to San Francisco Bay.* The project reuses wastewater that would have otherwise been discharged to the San Francisco Bay from EBMUD's main wastewater treatment plant.

- *Increase flows to the Delta.* This project reduces the amount of water that must otherwise be delivered from the Mokelumne River, an eastside tributary to the Delta, to EBMUD's East Bay service area. Reducing deliveries can increase flows to the lower Mokelumne River and Delta.

Task 1. Direct Project Administration

Direct project administration includes, but is not limited to, general project management functions (e.g. invoice approval, schedule review), project status meetings; preparation of quarterly reports, project completion report; and post performance reports; spot field inspections and normal communications between various disciplines and supporting sections. These tasks will be completed throughout the project in addition to the following:

- Coordinating with California Department of Transportation (Caltrans) to install a section of the pipeline in Caltrans' properties;
- Administer Labor Compliance Program (LCP) compliance requirements; and
- Finalizing the project assessment and evaluation plan.

Costs for this task are non-State costs.

Task 2. Land Purchase/Easement

Land purchase and/or easement include preparation and acquiring land and/or easement for the pipeline where it traverses through Caltrans and IKEA properties.

Task 3. Planning/Design/Engineering/Environmental Documentation

Planning documents were prepared to demonstrate the viability of the project.

The design of the pipeline is being completed by EBMUD Engineering and Construction Department staff. At this time, the project is considered to be at the 70 percent final design stage and bid documents are being prepared. The project bid documents are planned for advertise March 2012, with contract award following shortly thereafter.

EBMUD prepared environmental documentation under CEQA for all the phases of the EBRWP, and certified the FEIR and adopted the CEQA findings in 2001.

Task 4. Construction/Implementation

Construction is scheduled to begin April 2012 and complete by the second quarter of 2013.

Task 5. Environmental Compliance / Mitigation / Enhancement

EBMUD certified the EBRWP EIR and adopted the CEQA findings in April 2004. EBMUD has implemented mitigation measures during each phase of the EBRWP as environmental commitments. These commitments include the preparation and implementation of the measures listed below:

- General construction measures to reduce or eliminated construction-related effects, in particular those related to traffic disruption and dust generation;
- Erosion and sediment (E&S) control plan to control short-term and long-term E&S effects and to restore soils and vegetation in areas affected by construction activities;
- Stormwater Pollution Prevention Plan in compliance with the National Pollution Discharge Elimination System;
- Traffic control plan for construction activities;
- Hazardous materials management plan, including appropriate practices to reduce the likelihood of spills of such materials during construction.

All necessary permits will be obtained prior to commencing construction activities. These permits include, but not limited to:

- City of Emeryville Encroachment permit
- City of Oakland Encroachment permit
- Department of Toxic Substance Control
- Caltrans

Task 6. Construction Administration

Construction Administration includes Construction Management services. These work items are described below and will be completed before, during, and after construction/implementation.

- Review contractor's schedule and make recommendations
- Manage and coordinate all project inquiries, serve as focal point
- Manage and coordinate all contractor correspondence
- Maintain detailed project records
- Receive, log, and distribute all submittals for review
- Inspect completed construction
- Recommend final payment and submit all project files for archiving.

Task 7. Other Costs

EBMUD will retain a Labor Compliance Program (LCP) provider to oversee labor compliance requirements during the project construction phase. The cost of LCP services will be in addition to the project estimated construction costs.

Task 8. Contingency

The project construction costs have a 20 percent contingency based on the total construction implementation cost estimate.

Project #12. Novato North Service Area Project
Project Sponsor: Novato Sanitary District and North Marin Water District.

Project Description

Project Elements:

The project includes the following elements:

- Construction by the Novato Sanitary District (NSD) of a new 1.7 MGD (average) Title 22 Recycled Water Facility (RWF) at NSD's Wastewater Treatment facility, and
- Construction by the North Marin Water District (NMWD) of approximately 5 miles of pipeline that will originate at NSD's RWF and extend throughout various paved city/county streets including connection to a 0.5 million gallon recycled water storage tank. Pipelines will range from 8 to 12 inches in diameter.

Project Benefits:

Benefits specific to the project include:

- Provides a high reliability alternative source of high quality water
- Provides an alternative source of beneficial reuse and effluent disposal to NSD
- Reduced storage/holding capacity requirements to NSD's dry/wet weather "shoulder" season non-Bay discharge flows
- The project will reuse approximately 200 AF annually of treated wastewater for urban use, primarily landscape irrigation thereby reducing demand projections for additional wholesale surface water deliveries from the Russian River.
- The project will increase recycled water supply in the North Bay, which is under heavy water use stress because groundwater supplies are diminishing and over drafted, surface water supplies are over diverted and are needed for environmental restoration, and there are no viable options for new water storage projects that do not involved recycled water.
- The source for recycled water is from NSD and not from groundwater or surface waters so it is a reliable, drought resistant water supply.
- The project will improve the quality of surface water. The project will result in reduced discharge for North San Pablo Bay by recovering highly treated effluent, providing tertiary treatment, and distributing it for recycled water use.
- The reduction in potable surface water use will provide corresponding benefit to local and regional watersheds that contribute to surface supplies within the NMWD service area. These include the Novato Creek Watershed and Russian River Watershed, both of which provide habitat for the state and federally listed central coast steelhead. Additionally, the Russian River Watershed provides habitat for federally listed Coho salmon and Chinook salmon.

Project Components

Task 1. Direct Project Administration

Direct Project Administration includes preparation of quarterly reports, grant invoice documentation, a project completion report, and post performance reports.

Task 2. Land Purchase/Easement

There are no costs associated with land/easement purchases for this project since all recycled water treatment facilities will be co-located at the site of NSD's existing treatment facilities, and all of the new recycled water conveyance and distribution facilities will be co-located at NMWD's facilities or within public rights-of-way.

Task 3. Planning/Design/Engineering/Environmental Documentation

This task included preparation of planning, design engineering design and environmental documentation, including CEQA/NEPA documentation, facilities plans, CA DHS mandated reports, preparation of construction bidding documents, etc.

Task 4. Construction/Implementation

This task includes specific construction/implementation activities related to the physical construction of the proposed improvements that result in this project, including but not limited to the construction of a new 1.7 MGD Recycled Water Facility by NSD that will output Title 22 unrestricted quality reuse water for distribution by the NMWD recycled water distribution system of the Novato North Service Area.

Task 5. Environmental Compliance / Mitigation / Enhancement

This task includes all activities relating to providing environmental compliance and monitoring activities relating to the implementation of project specific mitigation/enhancement measures provided by the CEQA/NEPA documentation for the project.

Task 6. Construction Administration

This task includes contracts and activities relating to providing professional construction administration, construction inspection, and construction management services to implement the construction phases of the project.

Task 7. Other Costs

No activity is planned for this task.

Task 8. Contingency

This task includes contractually allowable contingencies per the terms of the contracts entered into by NSD and NMWD for planning, design, and construction/implementation phases of the project.

Project #13. Novato South Service Area Hamilton Field, Stage 1 Project
Project Sponsor: Las Gallinas Valley Sanitary District and North Marin Water District.

Project Description
Las Gallinas Valley Sanitary District (LGVSD) and North Marin Water District (NMWD) are member agencies of the North Bay Water Reuse Authority. The Novato South Service Area project will require the construction of a new filtration, disinfection, pumping and related facilities at the LGVSD wastewater treatment plant (WWTP) in order to produce 0.7 mgd of recycled water. Source water for the project will be the WWTP's secondary effluent that has undergone additional treatment through the WWTP's nitrification fixed film reactor and deep bed filters, but not disinfection. Additional filtration required for tertiary treatment will occur through pressure membrane filters, and final disinfection byultraviolet technology with low dosage chlorine feed for maintaining small (1-2 milligrams per liter) chlorine residual in the distribution system. New distribution pumping facilities are required to deliver the recycled water into the NMWD distribution pipeline at appropriate pressure. NMWD will construct the conveyance and distribution system which will consist of approximately 5.5 miles of pipeline which will originate at the WWTP, extend through agricultural lands into south Hamilton Field, and ultimately connect to a 0.5 million gallon reservoir tank. Pipelines will range from 4 to 16 inches in diameter. The reservoir tank was originally build in the mid 1930's and will be retrofitted including a roof replacement, new inlet-outlet piping, interior seal coating, and miscellaneous site restoration work.

Benefits specific to the project include:

- The project will reuse approximately 200 AF annually of treated wastewater for urban use, primarily landscape irrigation thereby reducing demand projections for additional wholesale surface water deliveries from the Russian River.
- The project will increase recycled water supply in the North Bay, which is under heavy water use stress because groundwater supplies are diminishing and over drafted, surface water supplies are over diverted and are needed for environmental restoration and protection, and there are no viable options for new water storage projects that do not involve recycled water.
- The source for recycled water is from a municipal facility and not from groundwater or surface waters so it is a reliable, drought resistant water supply.
- The project will improve the quality of surface water. The project will result in reduced discharge to North San Pablo Bay by recovering highly treated effluent, providing tertiary treatment, and distributing it for recycled water use.
- The reduction in potable surface water use will provide corresponding benefit to local and regional watersheds that contribute to surface supplies within the NMWD service area. These include the Novato Creek Watershed and Russian River Watershed, both of which provide habitat for the state and federally listed central coast steelhead. Additionally, the Russian River Watershed provides habitat for federally listed Coho salmon and Chinook salmon.

Project Components

Task 1. Direct Project Administration

Direct Project Administration includes preparation of a Project Assessment and Evaluation Plan, quarterly reports, grant invoice documentation, a project completion report, and post-performance reports.

Task 2. Land Purchase/Easement

NMWD is obtaining a right of way easement for the pipeline through LGVSD's property.
Task 3. Planning/Design/Engineering/Environmental Documentation

Planning, preliminary design, engineering and environmental documentation were performed over a nine year process through the North Bay Water Reuse Program. The purpose of this program is to provide recycled water in Napa, Sonoma and Marin counties for agricultural, urban and environmental uses and to expand the recycled water system throughout the greater North San Pablo Bay Area.

The Environmental Impact Report and Environment Impact Statement were certified in December 2009 and the Record of Decision is dated January 28, 2011. The final environmental requirements were completed in September 2011. Final design has occurred during the second and third quarters of 2011 as each agency has entered the bidding process.

Project specific design for LGVSD was awarded in December 2010 and is now complete.

Task 4. Construction/Implementation

LGVSD issued a Notice of Award on September 9, 2011 and anticipates issuing the Notice to Proceed by September 30, 2011. Mobilization should occur shortly thereafter. The recycled water treatment plant has a GE/Zenonmembrane filtration system with Trojan Ultraviolet disinfection equipment. The contracts for this equipment were awarded in April 2011 and the equipment has been pre-ordered. Construction is expected to be completed within 160 working days after Notice to Proceed with project completion around July 2012. The facility should be fully tested and operational by September 30, 2012.

Task 5. Environmental Compliance / Mitigation / Enhancement

LGVSD has engaged a regulatory consultant to prepare a Producers Engineering Report in accordance with Title 22, Section 60323 of the California Code of Regulations and applicable California Department of Public Health (CDPH) guidance.

Task 6. Construction Administration

LGVSD is in the process for finalizing a contract with an outside engineering consultant to perform construction management and compliance functions during construction. They will also provide wage and payroll compliance services. The design engineers will also provide services during construction.

Task 7. Other Costs

No activity is planned for this task.

Task 8. Contingency

LGVSD has included a contingency of 8% for change orders related to the project. NMWD has included a contingency of 7% for change orders related to the project.

Project #14. Napa State Hospital Pipeline Construction Stage 1 Project
Project Sponsor: Napa Sanitation District

Project Description

The District's existing recycled water pipeline terminates in Streblow Drive just west of State Route 221. This project will construct approximately 8,500 feet of 24-inch pipeline through Napa Valley College and Napa State Hospital (NSH) ending in Imola Avenue near the intersection with Penny Lane. The project is expected to deliver 1,000 acre feet per year and result in annual water savings of 200 acre-feet per year.

Benefits specific to the project include:

- The NSH pipeline project will provide recycled water to Napa State Hospital.
- The NSH pipeline project will be a segment of the recycled water pipeline system that will provide recycled water to the MST area of Napa County to address declining groundwater levels.

Project Components
Task 1. Direct Project Administration

Direct Project Administration includes preparation of a Project Assessment and Evaluation Plan, quarterly reports, grant invoice documentation, a project completion report, and post performance reports. Costs for this task are estimated at $77,000 and are a non-state cost.

Task 2. Land Purchase/Easement

Napa SD will obtain easements for construction, operation, and maintenance of the pipeline from Napa Valley College and from Napa State Hospital.

Task 3. Planning/Design/Engineering/Environmental Documentation

Napa SD will design the pipeline and consistent with the requirements of the EIR/EIS documents.

Task 4. Construction/Implementation

Napa SD will construct, maintain, and operate the propose pipeline facility.

Task 5. Environmental Compliance / Mitigation / Enhancement

Napa SD will hire environmental consultants that will conduct pre-construction surveys and field inspections during construction activities as required by the project environmental documents.

Task 6. Construction Administration

Napa SD will hire a third-party construction manager to inspect construction of the project.

Task 7. Other Costs

No activity is planned for this task.

Task 8. Contingency

Additional costs may include construction change orders for unforeseen site conditions and other unpredicted project changes.

Project #15. Sonoma Valley Recycled Water Project, Stage 1
Project Sponsor: Sonoma Valley County Sanitation District

Project Description

The Sonoma Valley Recycled Water Project (SVRWP) involves extending the recycled water pipelines from the Sonoma Valley County Sanitation District (SVCSD) Wastewater Treatment Plant (WWTP) to deliver recycled water to increased numbers of property owners. If fully constructed, the SVRWP could provide up to approximately 2,750 AF per year of recycled water and expand the acreage irrigated with reclaimed water from 3,600 acres to approximately 9,100 acres.

Stage 1: The SVCSD recycled water project includes distribution pumps, pipelines, storage reservoirs and other components. This project includes the following activities:

- Design and construction of a recycled water storage reservoir to the north of the WWTP, in an unincorporated area of Sonoma County outside the limits of the City of Sonoma. The reservoir will store approximately 100 acre-feet of recycled water. The Work includes construction of a recycled water storage reservoir lined with a high-density polyethylene (HDPE) liner; inlet, outlet, overflow piping, concrete pumping station, and pump;
- Design and construction of approximately 5,800 linear feet of 18-inch Recycled Water pressure pipeline commencing at the SVCSD WWTP and continuing northwest through 16 private properties to Watmaugh Road East.
- Design, right-of-way easements, and initiation of construction for approximately 3.5 miles of 18- to 24-inch pipe between SVCSD and the salt ponds located in the Napa-Sonoma Marshes Wildlife Area.

Pending future funding, Stage 2 will include: completion of construction of the SVCSD Recycled Water Pipeline Project, a booster pump station, and up to 30 miles of distribution pipeline to the salt ponds located in the Napa-Sonoma Marshes Wildlife Area.

Benefits specific to the project include:

- Reliable irrigation supply for both landscaping (parks, golf courses, and municipal landscaping) and agriculture (including vineyards and pasture lands)
- Environmental flows for restoration of wetland habitat in the Napa Sonoma Salt Marsh and improved instream flows for riparian habitat and fisheries recovery
- Reduction in demand on both surface and groundwater supplies
- An environmentally responsible alternative to treated wastewater disposal

Project Components

Task 1. Direct Project Administration
Direct Project Administration includes preparation of a Project Assessment and Evaluation Plan, quarterly reports, grant invoice documentation, a project completion report, and post performance reports.

Task 2. Land Purchase/Easement

Approximately, 16 easements authorizing access for construction of the recycled water project have been negotiated with property owners and are documented either by signed agreements or court judgments. Additional easements will be negotiated during 2011 and 2012 to authorize access for construction of the Napa

Salt Marsh recycled water pipeline. The property for the new recycled water reservoir R5 was purchased by SVCSD.

Task 3. Planning/Design/Engineering/Environmental Documentation

The planning, design and engineering activities for this task include:

- Prepare 30%, 60%, 90% and Final Design/Contract Documents
- Right-of-way easements and agreements
- Complete bid solicitation
- Prepare award package for Board approval
- Conduct pre-construction conference, review submittals, and execute contract

All of these activities have been completed for the recycled water storage reservoir and the 18-inch Recycled Water pressure pipeline. The Napa Salt Marsh design is at the 90% design stage.

SVCSD completed an Environmental Impact Report (SVRWP EIR) in 2006 for the SVRWP. The SVRWP EIR included project-level analysis of 34 miles of pipeline, construction of operational and capacity storage reservoirs adjacent to the SVCSD WWTP, and construction of one booster pump station and one distribution pump station. The EIR also examined provision of additional pond storage within the Sonoma Valley at a program level. SVCSD staff will identify and prepare applications for all environmental permits that may be required. This may include a Sonoma County grading permit, United States Army Corps of Engineers (USACE) permits and Regional Board Storm Water Discharge permit.

Task 4. Construction/Implementation

This task involves construction of the following elements:

- A recycled water storage reservoir to the north of the SVCSD WWTP. The reservoir will store approximately 100 acre-feet of recycled water. The Work includes construction of a recycled water storage reservoir lined with a high-density polyethylene (HDPE) liner; inlet, outlet, overflow piping, concrete pumping station, and pump; 18-inch recycled water pipeline; and electrical and telemetry work to connect the reservoir into the WWTP and recycled water system.
- The recycled water main portion of the project consists of installing approximately 5,700 linear feet of 18" diameter PVC recycled water main pipe and appurtenances for recycled water to agricultural and urban users in Sonoma Valley for irrigation and other non-potable uses. The project commences at the SVCSD WWTP and continues northwest through 16 private properties to Watmaugh Road. The recycled water main will parallel the District's existing sewer trunk main and I&I line.
- Initiation of construction of approximately 3.5 miles of 18- to 24-inch pipe between SVCSD and the salt ponds located in the Napa-Sonoma Marshes Wildlife Area.

Task 5. Environmental Compliance / Mitigation / Enhancement

A summary of applicable mitigation measures identified in the Final EIR for the North San Pablo Bay Restoration and Reuse Project (NSPB EIR) and Sonoma Valley Recycled Water Project (SVRWP EIR) were incorporated in the design drawings and specifications. Examples of the mitigation measures include confining construction activities to the dry season, stream crossings using trenchless methods, preconstruction training of staff and construction crews by a qualified biologist, preconstruction surveys, construction monitoring, and purchase of mitigation credits among others.

Task 6. Construction Administration

Construction Administration includes construction inspection, engineering services during construction, and other construction administration services.

Task 7. Other Costs

No activity is planned for this task.

Task 8. Contingency

No activity is planned for this task.

Project #16. Harding Park Recycled Water Project
Project Sponsor: San Francisco Public Utilities Commission (SFPUC)

Project Description

The San Francisco Public Utilities Commission (SFPUC) and the City of Daly City are jointly developing the Harding Park Recycled Water Project to provide recycled water to irrigate Harding Park. Harding Park comprises an 18-hole public golf course (Harding Park) and a 9-hole golf course (Fleming), located in the City and County of San Francisco. The Project would deliver 0.23 million gallons per day (mgd) of tertiary-treated water to meet the average annual demand for irrigating the golf courses, which are currently irrigated with potable water. The Project will use existing recycled water capacity and facilities that have been serving recycled water to the Olympic Club and others in San Francisco and Daly City since 2004. New construction for the project will include pipeline along Lake Merced Boulevard to Harding Park, a 700,000-gallon underground storage tank below the Harding Park Maintenance Yard parking lot, and an irrigation pump station at Harding Park Maintenance Yard to deliver water to the Harding Park irrigation system. The Harding Park Recycled Water Project is the first public recreational facility in San Francisco to use recycled water for non-potable use.

Benefits specific to the project include:

- Reduce dependence on the SFPUC's Regional Water System by replacing water supply for non-potable use (golf course irrigation) at the 18-hole Harding Park Golf Course and adjoining 9-hole Fleming Golf Course (referred to collectively as Harding Park). The project will reduce demand for potable water by up to 0.23 mgd on an average annual basis;
- Provide reliable water supply to serve Harding Park while matching the most appropriate water quality (tertiary treated recycled water) to the intended irrigation use; and
- Provide a beneficial use for existing treatment capacity at Daly City's treatment facility.

Project Components

Task 1. Direct Project Administration

Direct Project Administration includes preparation of a Project Assessment and Evaluation Plan, quarterly reports, grant invoice documentation, a project completion report, and post performance reports.

Task 2. Land Purchase/Easement

Harding Park is owned by the City and County of San Francisco and the wastewater treatment facility is owned by the City of Daly City. No land purchase is necessary for the implementation of this project.

Task 3. Planning/Design/Engineering/Environmental Documentation

Planning/Design/Engineering and Environmental Documentation includes work completed since 2008 on the Environmental Impact Report (EIR) and project design services.

Task 4. Construction/Implementation
The construction phase of the project includes the 0.8-mile pipeline across Daly City and San Francisco counties, a 700,000-gallon underground storage tank, and a pump station.

Task 5. Environmental Compliance / Mitigation / Enhancement

No environmental mitigation is anticipated for this project.

Task 6. Construction Administration

Construction administration includes both field construction management services and engineering support services during construction.

Task 7. Other Costs

No activity is planned for this task.

Task 8. Contingency

No activity is planned for this task.

Project #17. South Bay Advanced Recycled Water Treatment Facility, Reverse Osmosis
Project Sponsor: Santa Clara Valley Water District

Project Description

The project sponsor is the Santa Clara Valley Water District (SCVWD). SCVWD, in collaboration with the City of San Jose (City), is constructing the South Bay Advanced Recycled Water Treatment Facility (ARWTF) adjacent to the existing San Jose/Santa Clara Water Pollution Control Plant, located in Santa Clara County, at the south end of the San Francisco Bay. This project is scheduled for completion in early 2013. The project is a treatment facility with micro-filtration (MF), reverse osmosis (RO) and ultraviolet (UV) disinfection treatment units that will purify reclaimed water and increase its purity, thereby allowing it to be put to more uses. The amount of water that will be reclaimed by the ARWTF project is 10,000,000 gallons (10 million gallons) per day or 11, 200 acre-feet per year.

The ARWTF would take secondary effluent (wastewater) from the San Jose/Santa Clara Water Pollution Control Plant and produce high-purity recycled water using MF, RO, and UV disinfection. The SCVWD and the City entered into a forty-year recycled water agreement, with the SCVWD's interest being to expand recycled water to offset water supply needs and to ultimately maximize recycled water into the county's water supply portfolio. SCVWD also entered into a forty-year land lease with the City for the use of this site for the ARWTF. SCVWD is constructing the ARWTF and will be operating this ARWTF. Treated recycled water from the ARWTF would be conveyed to the existing South Bay Water Recycling's transmission pump station located adjacent to the ARWTF via a new product water pipeline. This state grant together with local funding will be used to purchase and install the reverse osmosis treatment system.

Project Components

Task 1. Direct Project Administration

Direct Project Administration includes preparation of a Project Assessment and Evaluation Plan, quarterly reports, a project completion report, and post performance reports. This will be funded by SCVWD.

Task 2. Land Purchase/Easement

This project does not require land or easements. The land is owned by the San Jose/Santa Clara Water Pollution Control Plant and has already been provided via a land lease agreement to the SCVWD.

Task 3. Planning/Design/Engineering/Environmental Documentation

Planning/Design/Engineering/Environmental Documentation will be funded and carried out by SCVWD.

Task 4. Construction/Implementation

Reverse Osmosis (RO) System: The RO system includes a high-pressure RO feed water delivery system, RO trains, RO flush system, and RO Clean In Place (CIP) system.

RO Feed Water Delivery System: RO transfer pumps would be used to pump the MF filtrate stored in the inter-process storage tank to the cartridge filters and inline RO feed pumps. RO transfer pumps would discharge the RO feed through a common header to the cartridge filters, which protect the RO membranes from particulate fouling. After the RO feed stream passes through the cartridge filters, high pressure RO feed pumps would boost the pressure (150 – 300 psi range) of the RO feed to the RO membranes.

RO Trains: Individual membrane elements would be arranged in a series of tubes (pressure vessels) to form a train. Each RO train would, in turn, be served by its own dedicated high-pressure feed pump.

RO Membrane Flush System: The RO membrane flush system would consist of a horizontal centrifugal water pump to remove residual feed water retained in the membrane elements when an RO train is inactive.

RO Clean-in-Place System: Similar to the MF system, periodic cleaning of the RO membrane elements using formulated solution would be required to restore permeability. Prepared cleaning solutions would be circulated through the RO train using the RO CIP pump. The RO CIP system would consist of a solution preparation tank and circulation pump.

Task 5. Environmental Compliance/Mitigation/ Enhancement

The completed California Environmental Quality Act indicated that mitigation for owl habitat is required. The local project sponsor will cover this item and fund this at $200,000.

Task 6. Construction Administration

The estimated construction management cost is $325,000. This cost will be fully funded by the local sponsor, SCVWD.

Task 7. Other costs

No funding is allocated to this activity.

Task 8. Contingency

The contingency costs for this construction activity is included in *Task 4 – Construction/Implementation*

Project #18. Sears Point Wetland and Watershed Restoration Project
Project Sponsor: State Coastal Conservancy

Project Description
The Sears Point Project will restore natural estuarine and seasonal freshwater wetlands on 1,300 acres of diked baylands and to significantly increase public access opportunities on the North Bay shoreline. Upland restoration and enhancement will provide for watershed-level restoration leading to increased water quality, retention of stormwater, and connectivity from ridgelines to the Bay.

Phase I of the Sears Point restoration includes three elements. The first element will prepare the 960-acre future tidal marsh by constructing a 2.5-mile levee, excavating over 10 miles of new tidal channels, building over 500 topographic features to promote future vegetation development and sediment deposition, and managing brackish flooding of the site for one to two seasons to allow vegetation to establish before being subject to the full brunt of the tides. The second element will restore seasonal freshwater wetlands across 106 acres by implementing ecologically-based agriculture and through excavation of depressions in historic locations. The final element of Phase I includes restoration of 1,000 acres of adjacent uplands through ecologically-based grazing, creations of red-legged frog breeding areas, and enhancement of riparian drainages. Phase II will include breaching and lowering of the outboard levee and dredging of connector channels to ensure full tidal exchange. This proposal seeks funding only for Phase I.

Benefits specific to the project include:

- The overall restoration project will restore 960 acres of tidal marsh providing vital ecosystem services including high rates of carbon sequestration, buffering against sea level rise, habitat for recovery of rare, threatened and endangered species, and filtration of pollutants.
- The project will also enhance and restore seasonal wetlands across 106 acres, and restore nearly 1,000 acres of upland grasslands and riparian corridors.
- Within the uplands the Project will enhance 15.5 acres of breeding and sheltering habitat for the CA red-legged frog including creation of several breeding ponds.
- Public access will be dramatically increased with the construction of 2.5 miles of the Bay Trail for use by hikers, birders, and hunters.

Project Components

Task 1. Direct Project Administration

Direct Project Administration includes preparation of a Project Assessment and Evaluation Plan, labor compliance program, quarterly reports, grant invoice documentation, a project completion report, and post performance reports.

Sonoma Land Trust staff will work with the non-profit organization, Ducks Unlimited, to prepare final design, manage the bid process, and hire appropriate contractors. Ducks Unlimited will provide construction supervision (see construction contracting in Task 10).

Deliverable(s):
- Reports, contracts, meetings, logistics, etc.
- Project Invoices and backup documentation as prepared by contractors and submitted by the Coastal Conservancy.

Subtask 1.1: Coordination and Contracts with Participating Agencies
Grant contracting and administration will be undertaken by Coastal Conservancy staff. This subtask involves developing a standardized Interagency Agreement, as may be applicable, for execution by each participating agency in order to formalize agency participation in the Program and facilitate matching funds.

Deliverable(s):
- Interagency Agreements
- Contract with Ducks Unlimited

Subtask 1.2: Labor Compliance Program
There is no program currently in place. The project will adopt and enforce a labor compliance program pursuant to California Labor Code §1771.5(b) before or by the time of awarding a contract for construction or implementation of the project. The Labor Compliance Program will be developed as part of bid specifications and included in the bid package.

Deliverable(s):
- Adopted Labor Compliance Program
- Annual Report

Subtask 1.3: Reporting
The Coastal Conservancy will act as the lead administrator for the Program, and will be responsible for compiling quarterly progress reports and invoices for submittal to Bay Area Clean Water Agencies (BACWA), the grant administrator. Reports will meet generally accepted professional standards for technical reporting and be proofread for content, numerical accuracy, spelling and grammar prior submittal to the State.

The Quarterly Reports will explain the status of the project and will include the following information:

- Summary of the work completed for the project during the reporting period
- Statement of progress compared to the planned schedule
- Comparison of actual costs to date to the planned budget

The Coastal Conservancy will prepare a Final Project Report documenting implementation of the Program, to be submitted to DWR within ninety (90) calendar days of DWR verification that all tasks associated with a project have been completed. The Final Project Report will include the following information:

- Description of the actual work done
- Certification of As-Built Drawings
- Final schedule showing actual progress versus planned progress
- Lessons learned

Deliverables:
- Quarterly Reports and Invoices
- Final Report

Task 2. Land Purchase/Easement

No activity is planned for this task. Land purchase easement has been completed.

Task 3. Planning/Design/Engineering/Environmental Documentation

Subtask 3.1: Final Design
The engineering design will be an iterative process that accounts for recommendations made during permitting and EIS/R development. This phase will result in the creation of engineering design contract documents which will include intermediate and final engineering plans and accompanying technical specifications which incorporate permit requirements.

Bids will be solicited by Ducks Unlimited from a list of qualified firms.

Deliverables:
- Completed project plans and specifications at the 90% level
- Completed project plans and specifications at the 100% final level

Subtask 3.2: Environmental Documentation
Final EIS/R development is underway and all necessary environmental documentation will be completed prior to formal project start. Additional tribal consultation will be undertaken, as may be necessary.

Subtask 3.3: Permitting
The following permits will be obtained for the Project.

Permit	Purpose of Permit
BCDC Permit	McAteer-Petris Act Consistency with SF Bay Plan and Coastal Zone Management Act
CWA Section 401 Cert	Clean Water Act Section 401
• Consistency determination under Section 2080.1 with the federal Biological Opinion • Section 2081(b) for incidental take of state listed species • Streambed Alteration Agreement (1602)	CA Endangered Species Act CA Fish and Game Code
USFWS ESA Section 7 consultation	Federal Endangered Species Act
NOAA ESA Section 7, MMPA, and EFH Consultation	Federal Endangered Species Act Marine Mammal Protection Act Essential Fish Habitat

Additional coordination with the following entities for other authorizations for the Project is as follows:

- Sonoma County for determination of F2 zoning.
- Sonoma County Regional Parks for determination of consistency with Sonoma Bay Trail Plan.
- Association of Bay Area Governments for determination of consistency with Bay Trail Plan.
- Bay Area Air Quality Management District as a CEQA commenting agency.

- CA Dept of Toxic Substances and Control for approval of remediation plans for identified areas of contamination, if needed.
- State Historical Preservation Office for review of National Historic Preservation Act Section 106 report.
- Advisory Council on Historic Preservation for review of National Historic Preservation Act Section 106 report.
- Natural Resource Conservation Service for land evaluation and site assessment related to Farmland Protection Policy Act.

Deliverables:
- BCDC Permit
- CWA Section 401 Cert
- Section 2080.1
- Section 2081(b)
- Section 1602
- ESA Section 7

Task 4. Construction/Implementation

Subtask 4.1: Construction/Implementation Contracting
Ducks Unlimited will work with Sonoma Land Trust staff to prepare construction documents, bid process, and contract construction. Construction contracting will include preparation of a bid solicitation package which includes the final design and technical specifications. This will be distributed to a list of pre-qualified contractors. The bid solicitation package will include the final design and technical specifications. Once bids are received, the contract will be awarded to the lowest qualified bidder.

Deliverable(s):
- Bid solicitation package
- Pre-bid contractors meeting
- Evaluation of bids
- Award contract

Subtask 4.2: Mobilization and Site Preparation
All equipment will be mobilized to the site as needed. Site preparation includes demolition of existing buildings, removal of trees and other items, and remediation of lead contaminated soils.

Subtask 4.3: Project Construction
Project construction will be phased.

Phase I will include all construction activities prior to introducing the tides. This includes work within the future tidal marsh area (channel excavation, levee construction, construction of topographic features, etc.) and work within the seasonal wetland area (access road improvements, excavation of wetlands, riparian restoration, cattle exclusion fencing, etc).

Phase II includes activities related directly to the introduction of the tides (levee lowering and breaching, dredging, etc).

Subtask 4.4: Performance Testing and Demobilization

Equipment will be demobilized appropriately and most cost effectively with equipment remaining on site only as long as needed. Performance testing will occur needed during project construction and will also be assessed over the 15-year project monitoring period through physical and biological monitoring.

Task 5. Environmental Compliance / Mitigation / Enhancement

This Project is anticipated to be self-mitigating. Environmental compliance and monitoring of the site will be ongoing during construction. Post project monitoring will be used to help ensure the project is meeting restoration objectives, and is included in the overall project budget. Monitoring will be conducted as described in EIR/S.

Task 6. Construction Administration

Ducks Unlimited (DU) will provide construction management services. Construction management services will include the following: general documentation, weekly construction meetings, dispute resolution, general inspection, progress payments, and closeout. Construction inspection consists of periodic observation of the construction work to provide Sonoma Land Trust and the Conservancy with an understanding of the nature, progress and quality of the work based upon applicable standards of practice and Contract Document requirements. It is not continuous or exhaustive inspection nor is it the same as quality assurance/quality control services.

DU will establish and implement system for review, preparation and processing of General Contractor's progress payment requests. DU will oversee project closeout. DU will coordinate Sonoma Land Trust's acceptance and final payment and will make determinations or recommendations regarding Substantial Completion, Final Acceptance, and Notice of Completion.

Task 7. Other Costs

No activity is planned for this task.

Task 8. Contingency

Contingency has been calculated for this project at 10% of associated construction costs.

Project #19. Bair Island Restoration Project
Project Sponsor: State Coastal Conservancy

Project Description

The Bair Island complex is divided into three distinct areas separated by slough channels: Inner, Middle, and Outer Bair Islands. Planning and permit work is complete for all of Bair Island. Construction work began in 2007 to restore Inner Bair Island, the first stage of a comprehensive restoration project. Outer Bair Island was completed in January 2009, with the exception of a small component that will be completed during Middle Bair construction, and tidal flows were restored by breaching levees and blocking interior ditches. Middle Bair Island is ready to be constructed once fully-funded. The project will consist of levee breaching and placement of ditch blocks, as well as the placement of flow restrictors and restoration of historic meanders will return the hydrological conditions to near-historic conditions. The levees will be breached at seven historic channel locations and marsh plain will be restored by natural tidal flows to the islands. When completed, the resulting tidal marsh will be self-sustaining and will not require additional construction. Bair Island is owned by the US Fish and Wildlife Service and the CA Dept. of Fish and Game, and the restoration project is being implemented by the USFWS in partnership with Ducks Unlimited and the California State Coastal Conservancy.

Benefits specific to the project include:

- Restoration of 878 acres of vegetated tidal marsh in a time frame that can enhance the marsh plain's ability to keep pace with sea-level rise and to sequester carbon.
- Improved hydrology of a degraded intertidal system by increasing scour, thus improving both tidal prism to nourish tidal marsh and benefiting recreational boating through deeper access near shore.
- Enhanced marsh ability to filter pollutants from point and non-point sources, thus improving overall bay water quality.
- Enhanced marsh ability buffer mainland properties from storm tides and rising sea levels.
- Habitat improvements for a variety of fish and wildlife species, including the endangered California clapper rail, salt marsh harvest mouse, and Central Valley spring-run Chinook salmon, as well as the threatened Central Valley steelhead (Central California Coast steelhead Distinct Population Segment) and the North American green sturgeon.

Project Components:

Task 1. Direct Project Administration

Direct Project Administration includes preparation of a Project Assessment and Evaluation Plan, labor compliance program, quarterly reports, grant invoice documentation, a project completion report, and post performance reports.

US Fish and Wildlife Service (USFWS) staff will work with the non-profit organization Ducks Unlimited, to prepare final design, manage bid process, and hire appropriate contractors. Ducks Unlimited will provide construction supervision (see construction contracting in Task 10).

Deliverable(s):

- Meetings and documentation as needed to administer contract
- Project invoices and backup documentation as prepared by contractors and submitted by the Coastal Conservancy.

Subtask 1.1: Coordination and Contracts with Participating Agencies

Grant contracting and administration will be undertaken by Coastal Conservancy staff. This subtask involves developing a standardized Interagency Agreement, as may be applicable, for execution by each participating agency in order to formalize agency participation in the Program and facilitate matching funds. Other coordination activities include:

- Weekly Project Team meetings with engineering staff, refuge manager, construction supervisor contractor, and funders (as necessary).

Deliverable(s):

- Interagency Agreements
- Contract with Ducks Unlimited

Subtask 1.2: Labor Compliance Program

There is no program currently in place. The project will adopt and enforce a labor compliance program pursuant to California Labor Code §1771.5(b) before or by the time of awarding a contract for construction or implementation of the project. The Labor Compliance Program will be developed as part of bid specifications and included in the bid package.

Deliverable(s):

- Adopted Labor Compliance Program
- Annual Report

Subtask 1.3: Reporting

The Coastal Conservancy will act as the lead administrator for the Program, and will be responsible for compiling quarterly progress reports and invoices for submittal to Bay Area Clean Water Agencies (BACWA), the grant administrator. Reports will meet generally accepted professional standards for technical reporting and be proofread for content, numerical accuracy, spelling and grammar prior submittal to the State.

The Quarterly Reports will explain the status of the project and will include the following information:

- Summary of the work completed for the project during the reporting period
- Statement of progress compared to the planned schedule
- Comparison of actual costs to date to the planned budget

The Coastal Conservancy will prepare a Final Project Report documenting implementation of the Program, to be submitted to DWR within ninety (90) calendar days of DWR verification that all tasks associated with a project have been completed. The Final Project Report will include the following information:

- Certification of As-Built Drawings
- Description of the actual work done
- Final schedule showing actual progress versus planned progress
- Lessons learned

Deliverables:

- Quarterly Reports and Invoices
- Final Report
- Certification of As-Built Drawings

Task 2. Land Purchase/Easement

No activity is planned for this task. Bair Island is owned by the USFWS and the CA Department of Fish and Game and managed by the USFWS.

Task 3. Planning/Design/Engineering/Environmental Documentation

No activity is planned for this task. All assessments, designs, environmental documentation and permitting for this project have been completed.

Task 4. Construction/Implementation

Subtask 4.1: Construction/Implementation Contracting
Ducks Unlimited will work with USFWS staff to prepare construction documents, bid process, and contract construction. Construction contracting will include preparation of a bid solicitation package which includes the final design and technical specifications. This will be distributed to a list of pre-qualified contractors. The bid solicitation package will include the final design and technical specifications. Once bids are received, the contract will be awarded to the lowest qualified bidder.

Deliverable(s):
- Bid solicitation package
- Pre-bid contractors meeting
- Evaluation of bids
- Award contract

Subtask 4.2: Mobilization and Site Preparation
Contractor will mobilize to the site and carry out site preparation, including selection of a staging area, and clearing and grubbing of vegetation in accordance with project permits. Contractor will mobilized construction equipment and materials for water control structures.

Subtask 4.3: Project Construction
Restoration includes breaching levees at four historic locations on Middle Bair Island, installing an additional breach on Outer Bair Island, lowering interior levees to extent possible, constructing five ditch blocks, and connecting historic channels through internal levees. Flow control structures would be installed along Smith and Corkscrew Sloughs to minimize project related sedimentation in Redwood Creek shipping channel and flow velocities at Pete's Harbor. These structures must be in place prior to construction of exterior levee breaches.

Subtask 4.4: Performance Testing and Demobilization
Ducks Unlimited will perform construction management and oversight services, will ensure that the project is constructed to design specifications, and will oversee contractor demobilization from the site, as described in monitoring plan.

Task 5. Environmental Compliance / Mitigation / Enhancement

Environmental compliance and monitoring of the site will be ongoing during construction. Post project monitoring will be used to help ensure the project is meeting restoration objectives, and is included in the overall project budget. Monitoring will be conducted as described in EIR/S by Refuge staff and private contractors.

Task 6. Construction Administration

Ducks Unlimited (DU) will conduct construction bid process, implement labor compliance program and grant conditions, as well as ensure construction contractors comply with project description and environmental requirements. DU will provide construction management services.

Construction management services will include the following: general documentation, weekly construction meetings, dispute resolution, general inspection, progress payments, and closeout. Construction inspection consists of periodic observation of the construction work to provide US Fish and Wildlife Service and Coastal Conservancy with an understanding of the nature, progress and quality of the work based upon applicable standards of practice and Contract Document requirements.

DU will establish and implement system for review, preparation and processing of General Contractor's progress payment requests. DU will oversee project closeout. DU will coordinate US Fish and Wildlife Service's acceptance and final payment and will make determinations or recommendations regarding Substantial Completion, Final Acceptance, and Notice of Completion.

Task 7. Other Costs

No activity is planned for this task.

Task 8. Contingency

No activity is planned for this task.

Project #20. South Bay Salt Pond A16/17 Habitat Restoration
Project Sponsor: State Coastal Conservancy

Project Description

As one of the Phase I South Bay Salt Pond Restoration projects, this project will reconfigure the approximately 240-acre Alviso Pond A16 managed pond in order to create islands for nesting birds and shallow water habitat for shorebird foraging. Nesting islands will be constructed similar to those on the nearby and recently-completed South Bay Salt Pond SF2 project. The 130-acre Alviso Pond A17 will be restored to tidal marsh. The nesting islands and shallow water habitats of Pond A16 are expected to provide habitat for tens of thousands of migratory birds traveling along the Pacific flyway each year. Public access and recreation components will include interpretive signs and one or two new observation platforms. Water will flow through Pond A17 (future tidal wetlands), into the managed cell of Pond 16. A16/17 is owned by the US Fish and Wildlife Service and the project is being implemented in partnership with the California State Coastal Conservancy and other agencies.

Benefits specific to the project include:

- Restoration of 130 acres of vegetated tidal marsh.
- Creation of 240 acres of shallow water pond habitat for migratory birds.
- Maintenance and improvement of hydrology by increasing tidal prism in restored marsh and increasing circulation within ponds.
- Improved water quality within and in discharges from ponds by increasing tidal flushing and circulation.
- Enhanced marsh ability to filter pollutants from point and non-point sources, thus improving overall bay water quality.
- Enhanced marsh ability buffer mainland properties from storm tides and rising sea levels.
- Habitat improvements for a variety of tidal dependent fish and wildlife species and to provide nesting habitat for shallow water dependent migratory bird species.
- Public access and interpretive elements.

Project Components:

Task 1. Direct Project Administration

Direct Project Administration includes preparation of a Project Assessment and Evaluation Plan, labor compliance program, quarterly reports, grant invoice documentation, a project completion report, and post performance reports.

U.S. Fish and Wildlife Service (USFWS) staff will prepare final design, manage bid process, and hire appropriate subcontractors for labor compliance program and construction supervision (see construction contracting in Task 10). The South Bay Salt Ponds Executive Project Manager will provide project support and coordination with other SBSP projects.

Deliverable(s):

- Meetings and documentation as needed to administer contract
- Project invoices and backup documentation as prepared by contractors and submitted by the Coastal Conservancy.

Subtask 1.1: Coordination and Contracts with Participating Agencies
Grant contracting and administration will be undertaken by Coastal Conservancy staff. This subtask involves developing a standardized Interagency Agreement, as may be applicable, for execution by each participating agency in order to formalize agency participation in the Program and facilitate matching funds. Other coordination activities include:

- Monthly South Bay Salt Pond Restoration Project Management Team Meetings
- Annual Geographical Working Group Meetings
- Annual Stakeholder Forum Meetings
- On-going coordination with local government and regulatory agencies
- Additional meetings as needed.

Deliverable(s):
- Interagency Agreements

Subtask1. 2: Labor Compliance Program
There is no program currently in place. The project will adopt and enforce a labor compliance program pursuant to California Labor Code §1771.5(b) before or by the time of awarding a contract for construction or implementation of the project. The Labor Compliance Program will be developed as part of bid specifications and included in the bid package.

Deliverable(s):
- Adopted Labor Compliance Program
- Annual Report

Subtask 1.3: Reporting
The Coastal Conservancy will act as the lead administrator for the Program, and will be responsible for compiling quarterly progress reports and invoices for submittal to Bay Area Clean Water Agencies (BACWA), the grant administrator. Reports will meet generally accepted professional standards for technical reporting and be proofread for content, numerical accuracy, spelling and grammar prior submittal to the State.

The Quarterly Reports will explain the status of the project and will include the following information:

- Summary of the work completed for the project during the reporting period
- Statement of progress compared to the planned schedule
- Comparison of actual costs to date to the planned budget

The Coastal Conservancy will prepare a Final Project Report documenting implementation of the Program, to be submitted to DWR within ninety (90) calendar days of DWR verification that all tasks associated with a project have been completed. The Final Project Report will include the following information:

- Description of the actual work done
- Certification of As Built Drawings
- Final schedule showing actual progress versus planned progress
- Lessons learned

Deliverables:
- Quarterly Reports and Invoices

- Final Report

Task 2. Land Purchase/Easement

No activity is planned for this task. Land was purchased in 2003 and is owned in fee title by USFWS.

Task 3. Planning/Design/Engineering/Environmental Documentation

All assessments and evaluations for this project have been completed. All necessary environmental documentation has been completed for this Project. Additional tribal consultation will be undertaken, as may be necessary. All necessary permits have been obtained for the Project.

Final design to be completed by the USFWS and will include 100% design drawings, bid package and Labor Compliance Program.

Bid Solicitation Efforts
USFWS will be using IDIQ contracts.

Task 4. Construction/Implementation

This task involves earthwork to lower and breach levees, construction of berms to direct flows, installation of water control structures, construction of nesting islands, construction of trail improvements and viewing platforms, and installation of interpretive signs.

Subtask 4.1: Construction/Implementation Contracting
USFWS will hire, award and finalize construction contracting following established USFWS contracting procedures. Tasks to obtain contractors/award contracts include:

- Completion of final design, labor compliance program, and bid specifications.
- Advertisement for bids, pre-bid contractors meeting, evaluation of bids, award contract
- On-going compliance with construction conditions and requirements.

Deliverable(s):
- Bid solicitation package
- Pre-bid contractors meeting
- Evaluation of bids
- Award contract

Subtask 4.2: Mobilization and Site Preparation
- Staging area already established.
- Mobilization of equipment to site anticipated to take 1 week.
- No site preparation required.

Subtask 4.3: Project Construction
- Construct levee between A17 and A16 in existing gap.
- Construct 16 nesting islands.
- Install new intake structures (with fish screen) in A16 levee.
- Construct new outlet structure on Artesian Slough.
- Lower A17 levees along Artesian Slough and Coyote Creek.

- Install interpretive and public access features.
- Breach A17.

Subtask 4.4: Performance Testing and Demobilization

- Hydrologic tests for water level management will occur prior to final breaching.
- Demobilization of equipment to site anticipated to take 2 weeks.

Task 5. Environmental Compliance / Mitigation / Enhancement

Post-project monitoring will be covered with federal funding.

- Construction timing will take fish migration and avian nesting seasons into account.
- Worker education program regarding sensitive species will occur prior to commencement of work.
- BMPs will be implemented per the project permits.

Task 6. Construction Administration

USFWS will oversee construction contractors or hire appropriate construction supervision contractor to ensure project is constructed per design specifications. This will be ongoing during the bidding and construction process.

Task 7. Other Costs

No activity is planned for this task.

Task 8. Contingency

No activity is planned for this task.

Project #21. Regional Green Infrastructure Project
Project Sponsor: San Francisco Estuary Partnership (SFEP)

Project Description

The Regional Green Infrastructure Project will construct innovative stormwater treatment units in the Bay Area to accomplish multiple water quality management benefits, including: slowing, spreading, and sinking stormwater; reducing stormwater pollution; reducing peak flows; restoring a natural hydrograph; and reducing the need for imported water for landscape irrigation, etc. Overall project objectives include 1) creating several new demonstration green infrastructure projects across the region; 2) analyzing each project to determine actual benefits of vegetated LID stormwater treatments, and 3) disseminating the lessons learned from implementing these projects, which will then be used by many other cities, counties and water management entities to benefit their future water management practices.

Benefits specific to the project include:

- Increase adoption of LID/Green Infrastructure projects in the region
- Create new demonstration projects in areas easily accessible to the public
- Analyze each project to determine actual costs and benefits of stormwater quality treatment measures
- Slow and reduce peak stormwater flows; filter and improve stormwater quality
- Retrofit the built-out urban landscape with green stormwater treatment facilities that beautify the urban environment, improve property values, slow traffic in problem areas, and provide habitat for birds and pollinating insects
- Improve quality of life in disadvantaged communities through greening of the landscape
- Promote economic and environmental sustainability by decreasing the amount of hardscape (impervious surface) that requires continuous maintenance and future replacement expenditures.
- Create resilient watersheds in the face of climate change
- Raise public awareness about the need for water quality protection
- Convert impervious surfaces to pervious cover to allow stormwater runoff currently discharging into nearby streams to be detained for gradual percolation into the groundwater table or underground aquifer.
- Decrease the carbon footprint by reducing the use of concrete and asphalt materials which are derived from petroleum and generate carbon emissions from their production

Project Components

Task 1. Direct Project Administration

Direct Project Administration includes preparation of a Project Assessment and Evaluation Plan, quarterly progress reports, a project completion report, and post performance reports. SFEP will manage all phases of the project. SFEP staff will track project schedules to ensure project tasks are completed on time and within budget. The SFEP Director will provide overall project oversight. SFEP will budget and manage project costs. SFEP will negotiate a master contract with BACWA and subcontracts with SFEI and Stopwaste.org or Bay Friendly Coalition and City of Campbell. SFEP/ABAG staff will review and process subcontractor invoices. ABAG will set up financial and project reporting systems and provide monthly financial statements. SFEP/ABAG will complete monthly grant billing to BACWA. SFEP will hire a third-party to implement a labor compliance program to ensure compliance with state prevailing wage laws including visiting the worksite weekly, interviewing workers, auditing payrolls and certifying that proponents are complying with applicable labor laws.

Task 2. Land Purchase/Easement

Easement costs are to be in-kind contribution from the seven cities and CalTrans for the Stormwater Spine project.

Task 3. Planning/Design/Engineering/Environmental Documentation

SFEP will draft a request for proposal (RFP) for design services for the seven city's sites to be retrofitted with vegetated stormwater treatment facilities. The selected design firm will obtain formal site surveys from the seven cities and/or Caltrans, and/or conduct additional surveys as needed, as well as obtain maps showing utilities, storm drains, etc., and perform appropriate hydrologic studies. The design firm in collaboration with SFEP project staff, Caltrans, and cities' staff will produce individual design documents for each site for review at 30%, 60%, and 90% completion. Following city, Caltrans, and SFEP staff review of 90% design plans, designer will complete plans and specifications to 100%; provide project cost estimates; and assist with bid package completion as required. Final plans and specifications will be certified by a California Registered Civil Engineer.

SFEP project staff will draft planting plans for each project using appropriate native plants to provide the most effective treatment, site cover, and aesthetic considerations, and coordinate with city staff for approval. The design firm will review, stamp, and sign plans. Costs under this grant will cover planning plan refinement and additional design coordination.

Deliverables: Site suveys and maps
Final plans and specifications
Planting plans

Task 4. Construction/Implementation

SFEP/ABAG will draft and issue an Invitation for Bids for a construction contractor to complete the seven city's projects (each project may consist of two separate sites to achieve the goal of treating a minimum of one acre in each city), following all state and federal requirements, including prevailing wage/labor compliance requirements and outreach to minority firms. SFEP will oversee the bid opening and draft the construction contract. Contractor(s) will install stormwater treatment facilities in seven cities along San Pablo Avenue in Contra Costa and Alameda Counties. All mobilization will be handled by contractor(s). Construction entails excavation and/or demolition of existing site, relocating utilities as needed, pouring concrete forms for flow-through planters (depending on design), installing and connecting sub-drain to existing storm drain pipe as needed, adding special soil mix to encourage infiltration, and initial planting the plants. . SFEP will retain the services of the project designer during the construction phase to address any design issues that may arise. as well as complete an as-built set of drawings.

In order to assure survival of vegetated treatment plantings, SFEP will draft and circulate an RFP for performance monitoring and maintenance services for two years following completion of plantings. Firms will be evaluated based on similar experience and qualifications and a contract executed. Following contract execution, selected firm will monitor and maintain stormwater facilities for two years following completion of plantings. Services will include site maintenance, truck watering, and plant replacement as required. SFEP will design project signs that describe the stormwater treatment units, native plants, Bay Friendly certification, and water quality impacts of each project. Contracts will be competitively bid and issued to print and install signs. Bay-Friendly Landscape Raters will be selected by each project team to verify the sustainable practices implemented in the project.

Subcontractor, SFEI will develop monitoring plan in accordance with DWR requirements to cover representative sites along the San Pablo Avenue Stormwater Spine as well as assist Campbell in developing a monitoring plan. SFEI will collect and analyze samples from sites on the Stormwater Spine and Campbell. Water quality monitoring results will be provided to SFEP by SFEI. A report on water quality monitoring results will be issued. SFEI will assist SFEP in regional outreach products describing the benefits of green infrastructure.

SFEP plans extensive regional outreach as part of the implementation task for these projects. Campbell and the Stormwater Spine projects will implement different stormwater treatment designs/concepts (green streets, pervious pavement, rain barrels, rain gardens. SFEP will collaborate with SFEI, cities and others interested in green infrastructure to compile a database of regional efforts, post information, including video podcasts about the projects on the internet, produce brochures and other outreach materials, and convene tours, green infrastructure forums and other public events. IRWMP funding will support continuation of this process by furthering the science of green infrastructure retrofits in the Bay Area and expanding recognition of the multiple benefits of green infrastructure and LID. Activities will include presentations to the ABAG Executive Board, the Estuary Partnership Implementation Committee, and other forums of public officials, resource agencies, non-profit organizations, and citizens' groups; meetings with cities who express interest in initiating green infrastructure projects; updates to IRWMP Coordination Committee agencies on benefits of green infrastructure and project progress.

Deliverables: Monitoring Plan
Bid summary package
Notice-to-Proceed to the contractor
Construction photos
Certification of Completion
As-built drawings
RFPs and contracts for plant maintenance firm, and signage fabricator
Project web page
Podcasts and/or other web tools
Flyers and photos of tours, forums and/or training seminars
Meeting announcements, agendas, presentations

Task 5. Environmental Compliance / Mitigation / Enhancement

SFEP staff with CalTrans assistance will complete environmental review for CEQA for each of the seven projects using either the categorical exemption or negative declaration categories for evaluation depending on the site and design selected.

Task 6. Construction Administration

SFEP will draft and circulate an RFP for construction management services for a qualified firm, preferably with low impact development construction experience, to provide on-site construction management. Under contract, the firm selected for construction management will provide construction oversight for all seven city's projects to assure quality and compliance. SFEP staff will coordinate with construction manager and also provide oversight for compliance along with project designer.

Deliverables: RFP and contract for construction manager
Weekly construction progress reports and photos

Task 7. Other Costs

No activity is planned for this task.

Task 8. Contingency

Because these projects are retrofits of existing asphalt or concrete impervious pavement, it is anticipated that utility relocation and other issues may require change orders above the estimated construction budget. The contingency covers anticipated change orders.

Project #22. Hacienda Avenue "Green Street" Improvement Project
Project Sponsor: San Francisco Estuary Partnership (SFEP) / City of Campbell

Project Description

The Hacienda Avenue "Green Street" Improvement project element will convert a portion of Hacienda Avenue to a green street with the following objectives: Reduce the roadway width by reclaiming and transforming approximately 25% of the existing roadway surface into a public green space running the length of Hacienda Avenue; consider including linear parkway options to increase the amount of open space; promote groundwater replenishment by replacing non-pervious asphalt concrete surfaces with pervious material. The proposed improvements include installing bike lanes, planting street trees, installing bioswales and other stormwater treatment facilities, narrowing the existing pavement and using open space or alternative permeable paving surfaces to allow stormwater infiltration.

Benefits specific to the project include:

- Stormwater storage for landscaping reuse or stormwater treatment and/or infiltration for groundwater replenishment through the use of pervious surfaces;
- Creation of attractive streetscapes that enhance neighborhood livability by enhancing the pedestrian environment and introducing park-like elements into neighborhoods;
- Service as an urban greenway segment that connects neighborhoods, parks, recreation facilities, schools, main streets, and wildlife habitats; and
- Meets broader community goals by providing pedestrian and, where appropriate, bicycle access;
- Decrease in Air Pollution – Installing bike lanes would encourage use of an alternative transportation mode thereby decreasing air pollution from passenger vehicles. The project proposes to plant more street trees which would lead to cleaner air and reduce the impact of heat islands leading to decreased energy consumption by nearby residents.
- Reduce Consumption of Natural Resources & Energy – Narrowing the existing pavement would reduce the amount of natural resources and energy associated with manufacture and installation of asphalt and also for maintenance purposes. Increased bicycle use would also decrease the consumption and dependency on oil.
- Reliability of Water Supplies – Use of open space and/or alternative permeable paving methods allow storm water runoff to infiltrate into native soil, removing contaminants before recharging the ground water. This would improve the reliability of water supply.

Project Components

Task 1. Direct Project Administration

Direct Project Administration includes preparation of a Project Assessment and Evaluation Plan, quarterly reports, grant invoice documentation, a project completion report, and post performance reports.

Task 2. Land Purchase/Easement

All work is to be performed is within public right-of-way. No land purchase or easement is anticipated.

Task 3. Planning/Design/Engineering/Environmental Documentation

This task includes public education and information gathering, hosting neighborhood meeting, technical site investigation, topographic survey, geotechnical investigation, pre-design, and final design. Completed tasks include pavement condition study, and traffic analysis.

Deliverables
- Topographic survey
- Conceptual design approved by the City Council
- Plans, specifications, and engineer's cost estimate
- Quarterly progress reports

Task 4. Construction/Implementation

This task includes advertisement of bids, management of bid phase, evaluation of bid proposals, and award of contract. The contractor will be responsible for procurement, delivery, and installation of improvements as specified by the plans and specifications.

Deliverables
- Bid summary
- Notice-to-Proceed to the contractor
- Progress payment statements
- Certification of Completion

Task 5. Environmental Compliance / Mitigation / Enhancement

This task includes filing of categorical exemption (CEQA) – completed with a Categorical exemption.

Task 6. Construction Administration

This task includes administration of construction contract, material testing, construction inspection, and construction engineering.

Deliverables
- Quarterly progress reports

Task 7. Other Costs

This task includes testing, and monitoring.

Deliverables
- Statement of compliance for materials
- Monitoring report

Task 8. Contingency

This task applies a 10% contingency to accommodate unforeseen circumstances for project development, management, and construction.

Project #23. Watershed Partnership Technical Assistance
Project Sponsor: S.F. Estuary Partnership (SFEP)

Project Description

SFEP will hire a Watershed Coordinator to work with IRWMP sub-regions to attain these benefits:

- Relationship building between watershed groups, including groups operating in disadvantaged communities, and public agencies to develop multi-objective projects
- Support activities and tools for watershed groups, including groups operating in disadvantaged communities, to develop local watershed based restoration efforts
- Development of materials for watershed groups, including groups operating in disadvantaged communities, for implementation and tracking of multi-objective projects on a watershed level

Project Components

Task 1. Direct Project Administration

No activity is planned for this task.

Task 2. Land Purchase/Easement

No activity is planned for this task.

Task 3. Planning/Design/Engineering/Environmental Documentation

No activity is planned for this task.

Task 4. Construction/Implementation

The Watershed Program Manager will assist IRWMP outreach to DACs and watershed groups as well as BAWN & its working groups, including

- Represent SFEP at IRWMP subregional meetings – coordinate with and build support for work of watershed groups
- Facilitate connections between watershed groups and agencies to develop multi-objective projects
- Survey BAWN stakeholders and other relevant groups for types of support activities, projects and tools needed to improve the effectiveness of watershed organization and improve IRWMP integration
- Convene BAWN and support meetings & BAWN working groups as needed

The Program Manager will also develop online and printed informational resources as needed

- Track and report on diverse community-based approaches to watershed stewardship (public -private – non-governmental entity roles)
- Track and report on types of monitoring approaches being used to document watershed health

The Program Manager will ensure that data from all other IRWMP watershed projects is accessible online from the project web page, the IRWMP web portal, the Natural Resources Projects Inventor, CERES California Environmental Clearinghouse, and / or other relevant web portals.

Task 5. Environmental Compliance / Mitigation / Enhancement

No activity is planned for this task.

Task 6. Construction Administration

No activity is planned for this task.

Task 7. Other Costs

No activity is planned for this task.

Task 8. Contingency

No activity is planned for this task.

Project #24. Stream Restoration with Schools in North Bay Disadvantaged Communities
Project Sponsor: SFEP / Point Reyes Bird Observatory

Project Description

PRBO Conservation Science (PRBO)'s Students and Teachers Restoring A Watershed (STRAW) Project will conduct habitat restoration in disadvantaged communities of the North Bay that will have integrated benefits to: restore ecosystem health, address water quality impacts from flooding in highly urbanized areas, and minimize the effects of climate change, especially severe weather events. STRAW will work with teachers and their students on professionally-designed habitat restorations. Methods include removal of invasive plants and revegetation with native plants that will also assist with flood protection for low lying and sensitive areas. The proposed restoration work will promote flood protection, improved stream form and function, fisheries and habitat enhancements, and community involvement. The project will result in 7,500 lineal feet of stream channel restored through stream and wetland/upland transition zone corridor revegetation.

Benefits specific to the project include:

- Student-centered restorations to protect and restore the health of riparian and wetland ecosystems in Marin, Sonoma, Napa and Solano counties.
    - Water quality improvement through invasive plant removal and revegetation with native plants along creekbanks and wetland areas. These practices will improve the quality of water resources through decreased sedimentation, nutrient and metals uptake and resulting cooler water temperatures.
    - Stabilize creek banks and conduct erosion control activities that will lead to reduced flood control maintenance needs and water quality improvement.
- Intensive and sustained classroom support for teachers with the goal of promoting environmental stewardship through hands-on restoration and field investigations of local watersheds, including a professional development program for teachers.
- Integrated program of environmental science for students on watershed activities in order to increase and improve the environmental knowledge, skills, attitudes, and behavior of students who participate in the STRAW program.
- Collaboration between agency, nonprofit partners, and STRAW students and teachers, working within riparian and wetland areas to study their ecological function, human impacts upon them, and the potential for restoration.

Project Components

Task 1. Direct Project Administration

Direct Project Administration includes preparation of a Project Assessment and Evaluation Plan, quarterly reports, grant invoice documentation, a project completion report, and post performance reports.

Task 2. Land Purchase/Easement

No activity is planned for this task.

Task 3. Planning/Design/Engineering/Environmental Documentation

Planning tasks include both the coordination with the teachers to schedule the restoration presentations and workdays as well as coordination with the restoration design staff to plan the restoration work.

3.1 – Coordination with Schools
PRBO staff will conduct meetings and workshops with the schools involved. PRBO will work with schools in the following communities: Vallejo, San Rafael (Canal District), Novato, Petaluma and American Canyon. All of these areas are considered disadvantaged as evidenced by high rates of English language learners and ethnically diverse school communities. All of the schools represented are Title I schools that have a high percentage of students who quality for the free/reduced lunch program. These schools are also culturally diverse, the majority of which serve student bodies that are less than 5% Caucasian.

PRBO will coordinate with the following schools for this project:

- Lincoln Elementary School
- Davidson Middle School
- San Pedro Elementary School
- McDowell Elementary School
- Loma Verde Elementary School
- American Canyon Middle School

3.2 – Coordination with Restoration Design Staff
PRBO staff will work with restoration designers Prunuske Chatham, Inc. and San Pablo Bay National Wildlife Refuge staff to plan each projects' work plan, materials list and maintenance strategies to be implemented during the workdays. This includes initial site assessments and additional follow up if necessary to ensure effective use of funds allocated for each site.

Task 4. Construction/Implementation

Implementation tasks include the restoration presentations, the restoration work with the schools, and the maintenance and monitoring of the restoration sites.

4.1 – Restoration Presentations
Restoration presentations familiarize students with the watershed in which they were working, the significance of restoring habitat for fish and wildlife, and the impact the restoration activities will have to the ecosystem as a whole. Presentations will be made to each class doing restoration work so students are prepared for their workday, in addition to the lessons their teacher does based on PRBO teacher professional development trainings.

4.2 – Restoration Days
PRBO will conduct a total of eight (8) planting days in the following communities: 2 days in Solano, 2 days in Sonoma, 2 days in Napa, and 2 days in Marin.

PRBO will provide oversight of all restoration activities and contribute to teacher professional development and student environmental education in class and in the field. Revegetation is proposed for the following sites and corresponding schools:

Solano
Blue Rock Springs Creek, Lincoln Elementary School, *2 days*
- A total of 60 students will install a minimum of 150 plants.

Marin

Mahone Creek, Davidson Middle School, *1 day*
- A total of 250 students and 2 teachers will participate in restoration activities. This site requires extensive removal of invasive plants. A minimum of 60 plants will be installed.
Unnamed tributary, San Pedro Elementary School, *1 day*
- A total of 72 students will install A minimum of 150 plants.

Sonoma
San Pablo Bay transitional wetlands, McDowell Elementary School, *1 day*
- A total of 60 students will install A minimum of 200 plants.
San Pablo Bay transitional wetlands, Loma Verde Elementary School, *1 day*
- A total of 60 students will install A minimum of 200 plants.

Napa
Napa River Wetlands, American Canyon Middle School, *2 days*
- Over two restoration days, a total of 230 students and 2 teachers will participate in restoration activities. A total of 160 plants will be installed.

Serving additional schools.
A total of eight planting days are listed above. STRAW will work to develop new partnerships with teachers interested in restoration with their classes in San Mateo and Alameda. Criteria for inclusions will include teachers willing to participate in restoration who teach at Title I schools. If partnerships in these communities do not arise, STRAW will conduct two additional days of restoration at prior sites.

Deliverable(s):
- Restore 7,500 lineal feet of stream channels.

4.3 – Maintenance and Monitoring
PRBO staff will maintain each restoration site for three years following its installation. Primary maintenance tasks include irrigation, weed control and browse management. Monitoring of the restorations includes annual plant establishment assessments and photo-monitoring using accepted monitoring protocols.

Task 5. Environmental Compliance / Mitigation / Enhancement

No activity is planned for this task.

Task 6. Construction Administration

No activity is planned for this task.

Task 7. Other Costs

No activity is planned for this task.

Task 8. Contingency
No activity is planned for this task.

Project #25. Flood Infrastructure Mapping and Communication Tool
Project Sponsor: SFEP / S.F. Estuary Institute

Project Description

The Flood Infrastructure Mapping and Communication tool is a multi-objective project that serves both the greater Bay Area and specific disadvantaged communities (DACs) or underserved watershed communities through regional inventory of flood infrastructure and a detailed assessment in one DAC. This project also promotes a broad-based Bay Area network of environmental justice, watershed, flood protection, educational and scientific organizations. Environmental justice and DAC concerns are being further addressed by examining new data that may show areas that were not identified as "disadvantaged" in the previous census block data. This project focuses on disadvantaged communities to demonstrate how watershed sciences can have a positive impact on underserved communities and climate change in the San Francisco Bay Area. The ultimate goal is to allow local agencies to better serve low-lying, disadvantaged or underserved communities in ways that address the impacts of climate change from sea-level rise, modification in rain patterns, reductions in habitat, and increased greenhouse gasses. The project provides access to regional flood infrastructure inventories, identifies gaps in flood infrastructure mapping and provides a tool for assessing deficiencies in DACs and throughout the Bay.

Benefits specific to the project include:

- *A comprehensive inventory the Region's flood infrastructure*
- *Identification of flood prone DACs*
- *Regional definition of DACs*
- *Availability of flood infrastructure data via the web for use by flood managers*
- *Assessment of Regional flood protection needs in order to mitigate risk and respond to climate change*
- *Identify potential areas of inter-agency collaboration in flood protection and facility management*

Project Components

Task 1. Direct Project Administration

Direct Project Administration includes preparation of a Project Assessment and Evaluation Plan, quarterly reports, grant invoice documentation, a project completion report, and post performance reports.

Task 2. Land Purchase/Easement

No activity is planned for this task.

Task 3. Planning/Design/Engineering/Environmental Documentation

The San Francisco Estuary Institute (SFEI) will develop a Technical Advisory Committee (TAC) largely comprised of liaisons from BAFPAA member agencies. The TAC will meet twice during the project's lifecycle, first to guide decisions about priority flood infrastructure datasets, data standardization, and interactive website user needs. The second meeting will be used to review the collected and standardized data and the interactive web map prototype. Discussions and comments from the TAC meetings will be used to revise methodologies, tools and products.

Deliverables:

1. TAC team organized to provide expertise on flood infrastructure mapping needs
2. Notes, outcomes, and action items from two TAC meetings

Task 4. Construction/Implementation

SFEI with assistance from the Clean Water Action (CWA), Environmental Justice Coalition for Water (EJCW), and Bay Area Flood Protection Agencies Association (BAFPAA) will gather, compile and standardize existing flood infrastructure data into a Geographic Information System (GIS) database. The database will build upon the existing Statewide Levee Database and the existing Army Corps of Engineers Levee Database, but will document a broader range of flood protection and stormwater facilities and information. The data will include feature attributes that describe ownership, condition, physical characteristics, etc. For example, collected information might include county, infrastructure type, level of protection provided, infrastructure age, accreditation by FEMA, facility inspection, and facility maintenance.

Through this process, SFEI and partners will identify gaps in Regional flood infrastructure data. Data gaps include missing or incorrect spatial or attribute information. SFEI will digitize new datasets or modify existing datasets to complete the regional flood infrastructure picture. The result will be a regional and standardized dataset of flood infrastructure to assist managers in flood protection planning and flood risk assessment. This information will provide a foundation for the Statewide Flood Needs Assessment. This critical information will be provided to flood managers and planners through an interactive web map.

SFEI will also develop an interactive map to provide a single repository of the regional flood infrastructure datasets. This will ensure continuous access to the data as well as the access to the most current versions. The web map of regional flood infrastructure will allow managers to view the distribution of infrastructure information and provides a basis for regional planning, coordinating, and prioritizing of management activities. Functionality of the interactive map will be guided by the TAC, but in short will allow users to query features by infrastructure type, maintenance activity, or age. It will also include generation of printable report of flood infrastructure information that can be used for communication purposes. Additional information can be integrated into the web mapping tool including disadvantaged communities and sea level rise to understand the relationship between existing flood infrastructure and "at risk" communities.

In addition, the detailed flood infrastructure data resulting from the Bay Point DAC will be integrated into the flood infrastructure database and interactive web map. The detailed flood infrastructure information will be gathered through the local community in a way that cannot be captured for the rest of the region due to budget constraints. The Bay Point DAC will be a pilot project that shows the added value of detailed flood infrastructure information for determining future needs, with respect to renewal and replacement of facilities for the prevention of flooding.

Deliverables:

1. Standardized, regional GIS datasets of flood infrastructure data and associated information
2. Integration of the Bay Point DAC pilot project data into the interactive web map
3. Interactive web mapping site to access and store regional flood infrastructure data and information

Task 5. Environmental Compliance / Mitigation / Enhancement

No activity is planned for this task.

Task 6. Construction Administration

No activity is planned for this task.

Task 7. Other Costs

No activity is planned for this task.

Task 8. Contingency

The Flood Infrastructure Mapping and Communication project has set aside a sum of money that is not allocated to any one task, but will be used to fund any unforeseeable diversions from the anticipated scope of work or changes in the project's workflow.

Project #26. Stormwater Improvements and Pilot Project in Bay Point
Project Sponsor: SFEP / Watershed Project

Project Description
This project conducts a detailed assessment of stormwater infrastructure and flood hazards in the unincorporated Bay Point area of Contra Costa County. The project engages neighborhood organizations, schools and public agencies to collect data that will be used in flood hazard assessment and infrastructure deficiency mapping. The final report will identify water quality and inundation hazards which need to be addressed by infrastructure improvement, as well as assess the methods and procedures followed and their potential applicability to other DACs in the region.

Benefits specific to the project include:

- *Identification of potential improvements for stormwater management*
- *Community involvement*
- *Educational opportunities*
- *Evaluated methods and procedures for use in other communities*

Project Components

Task 1. Direct Project Administration

Direct Project Administration includes preparation of a Project Assessment and Evaluation Plan, quarterly reports, grant invoice documentation, and a project completion report.

Task 2. Land Purchase/Easement

No activity is planned for this task.

Task 3. Planning/Design/Engineering/Environmental Documentation

No activity is planned for this task.

Task 4. Implementation

All work for this project other than administrative and reporting falls under this task. Sub-tasks are:

4.1 – Community outreach and collection of local records.
Balance Hydrologics will work with local watershed organizations to initiate the project through contact and meetings with local agencies and community groups describing the goals and objectives of the assessment. Additional work will include coordination of with these stakeholders to collect and record information on existing infrastructure and historical accounts and document flooding and drainage issues impacting the community.

4.2 – Data collection and documentation
Data gaps identified in Task 4.1 will be filled through a targeted data acquisition effort coordinated through the Gateway Continuation High School. Students and other interested community members will use GPS equipment and GIS software to survey key characteristics of both the physical infrastructure and natural creek channels/floodplains. Additional work will include deployment of calibration equipment (rain gages, stream gages, etc.) to inform subsequent modeling work, and further educational efforts through enhancement of watershed awareness.

4.3 – Flood hazard assessment

The information previously compiled will be used to perform a detailed flood hazard assessment for the DAC study area. The assessment will include stormwater infrastructure as well as existing stream channels, floodplains, and wetlands in an integrated hydrologic/hydraulic modeling platform so that the interactions between the built and natural environments can be characterized and quantified. The assessment will explicitly model a range of representative design storm events and include sea level rise considerations where appropriate to define both existing and near- to mid-term levels of flood risk.

4.4 – Flood hazard and infrastructure deficiency mapping.
Information in the flood hazard assessment will be used to create datasets compatible with regional GIS efforts that clearly define flood hazards and risks as well as identified deficiencies in the existing infrastructure.

Deliverables:

- List of outreach activities
- List of participating groups
- Summary of data collection (infrastructure components documented, anecdotal historical information, photo catalog, etc.)
- Flood hazard and infrastructure deficiency mapping (including GIS dataset)
- Lessons learned – recommendations for future applications

Task 5. Environmental Compliance / Mitigation / Enhancement

No activity planned for this task.

Task 6. Construction Administration

No activity planned for this task.

Task 7. Other Costs

No activity planned for this task.

Task 8. Contingency

No activity planned for this task.

Project #27. Richmond Shoreline and San Pablo Flood Protection Project
Project Sponsor: SFEP / Urban Tilth

Project Description

This project involves coordinated research, planning, and design on three high priority projects in the west Contra Costa County watersheds, which are located in Disadvantaged Communities. The first subtask will develop design guidance for North Richmond coastal creeks. The second subtask will advance planning and design for the modified Richmond Parkway crossing at Wildcat Creek to a level sufficient for funding applications. The third subtask will advance the design of removal of the 23rd Street culvert on Wildcat Creek to a level sufficient for funding applications.

Benefits specific to the project include:

- Local college students in west Contra Costa County trained in creek science and planning
- Development of restoration flow curves on west Contra Costa County creeks to guide restoration
- Community based design plan and construction budget which can be used by local agencies to apply for or designate local and regional funding to implement a North Richmond Shoreline access project along Wildcat Creek
- Hydraulic and sediment modeling, complete topographic surveys and develop the final schematics to qualify culvert replacement on Wildcat Creek project for construction grants

Project Components

Task 1. Direct Project Administration

Direct Project Administration includes preparation of a Project Assessment and Evaluation Plan, quarterly reports, grant invoice documentation, a project completion report, and post performance reports.

Task 2. Land Purchase/Easement

No activity is planned expected for this task.

Task 3. Planning/Design/Engineering/Environmental Documentation

3.1. Technical Assistance for Stream Restoration Design
Develop stream design guidance for North Richmond coastal creeks including Rheem, San Pablo and Wildcat Creek. This will be a project coordinated by Urban Tilth, a community based urban greening program located in Richmond. Urban Tilth will partner with Far West Restoration Engineering to identify local students who can qualify for and participate in stream restoration design and engineering training conducted through the stream restoration curves development project. The restoration curves will inform the design of the project in the next work item in the grant to produce a creek restoration design in a commercial business district for the City of San Pablo. This community involvement in developing the restoration guidance will involve students from the Contra Costa Community College. The project manager will select the students, hold an orientation meeting with the students and participating scientists conducting the work, and coordinate with the school teachers and officials to help the students integrate this experience into their course work credits and curriculum.

Deliverables: Written evaluation of the training experience, a description of the field techniques used by the students to collect the data and survey the streams which are prepared by the participating students for a

community college class. A brief illustrated report which can be used to establish similar community college projects.

3.2. Coordinate and Design the North Richmond Shoreline Access project
Currently the Communities of Richmond, North Richmond and San Pablo are prevented from accessing their San Pablo Bay shoreline because of the construction of a six lane highway called the Richmond Parkway which intercepts the Wildcat Creek regional trail. There was a recent breakthrough in 2010 after a twenty year impasse to address this issue in which the City of Richmond, Contra Costa County and the West County Transit Advisory Committee agreed to sign an MOU to sponsor an over the parkway trail facility. Urban Tilth will coordinate the City of Richmond, Contra Costa County, CALTRANS, East Bay Regional Park District, Parchester Village, North Richmond Municipal Advisory Committee, the City of San Pablo and the Wildcat-San Pablo Creeks Watershed Council to produce a schematic design for the highway crossing to link the Wildcat Creek trail to the Wildcat and San Pablo Creek marshes and North Richmond shoreline regional trail system under development.

The objective of this project is to get the over pass project to a schematic plan that the community can review and agencies approve to help qualify the project for funding from County Measure WW funds, West County transportation funds and potential federal funding to get it to construction drawings and implementation phase.

Deliverables: Development of a community based design plan and construction budget which can be used by local agencies to apply for or designate local and regional funding to implement a North Richmond Shoreline access project along Wildcat Creek. The design plan will incorporate features to reduce flooding and flood maintenance needs near the Richmond Parkway as well as improve public access.

3.3. City of San Pablo Business District Creek Restoration
The top priority implementation project identified in the Wildcat –San Pablo Creeks Watershed Plan (2010) is the restoration of Wildcat Creek at 23rd Street in the City of San Pablo. This strategic project can reduce flood damages by replacing a culvert with a bridge and creation of wider floodplain area through closure of one lane of a street; improves fish habitat and passage; provides public access with a trail extension and creekside pocket parks on both sides of 23rd Street. This is the heart of downtown San Pablo and serves as part of their long term efforts to restore the economy of an area with the highest unemployment rate in the Bay Area. The City Council of San Pablo has requested assistance to advance this project to the next step which is to finalize some hydraulic and sediment modeling, complete topographic surveys and develop the final schematics to qualify the project for construction grants.

Deliverables: Topographic surveys, hydraulic modeling, sediment transport modeling, utility surveys, pre-construction final schematic plans

Task 4. Implementation

Work completed by the City of San Pablo and its redevelopment agency will be utilized to carry out this project.

Task 5. Environmental Compliance / Mitigation / Enhancement

No activity is planned for this task.

Task 6. Construction Administration

No activity is planned for this task.

Task 7. Other Costs

No activity is planned for this task.

Task 8. Contingency

No activity is planned for this task.

Project #28. Pescadero Integrated Flood Reduction and Habitat Enhancement Project
Project Sponsor: SFEP / San Mateo County Resource Conservation District

Project Description

This project will develop conceptual designs to develop a solution or solutions to the flooding problems in the town of Pescadero; build and convene a watershed council to enhance the economic, social, and ecological health of the watershed; and implement a juvenile salmonid monitoring program within the Pescadero Creek watershed that will provide critically important information on the steelhead and coho salmon populations for ongoing restoration efforts.

Benefits specific to the project include:

- The project will advance planning and collaboration in the Pescadero watershed to lay the foundation for ecological restoration and flood control projects that will protect critical coastal resources, including steelhead and coho salmon, and protect public health, safety, and property.
- NMFS 2010 Recovery Plan and years of work on Pescadero Marsh all point to the importance of this watershed in recovery of coho salmon as well as recovery of steelhead trout populations south of the Golden Gate.

Project Components

Task 1. Direct Project Administration

The San Mateo County Resource Conservation District (RCD) will serve as the administrator for this project and will be responsible for preparing a Project Assessment and Evaluation Plan, quarterly reports, grant invoice documentation and other fiscal administration, a project completion report, and post-performance reports as required by the funder. Additionally, the RCD will create and convene a watershed council; solicit a consultant bid to develop the flood damage reduction plan; oversee contracts with consultants for the flood damage reduction plan and smolt out-migrant trapping; and convene community and resource agency stakeholders for input in the development of the flood damage reduction plan; and seek additional resources to move the project towards CEQA and implementation phases.

Task 2. Land Purchase/Easement

This project does not involve any land purchase/easements.

Task 3. Planning/Design/Engineering/Environmental Documentation

Monitoring outmigrating juvenile steelhead and Coho salmon smolts requires handling of these species, which is considered "take" of listed species under both the State and Federal Endangered Species Acts. Take authorizations (research permits) will be obtained from the California Department of Fish and Game (CDFG) for State listed Coho salmon, and from the National Marine Fisheries Service (NMFS) for federally listed steelhead and Coho salmon, prior to initiation of the monitoring study. The lead fisheries biologist, who has been issued such authorizations in the past, will work closely with the permitting agencies to secure authorizations well in advance of the March 2012 start date for the monitoring work. No funding is requested to support this effort as it is a fund match provided by the biologist.

The RCD will contract with a consultant team, selected under Task 1, to develop 10% conceptual designs to reduce flood damage. The scope of work for the consultant team will be finalized as part of this grant and will likely include assessing existing channel conditions at Butano Creek up and downstream of the Pescadero Road bridge, conducting site survey and analysis to assess the form of channel that would sustainable, developing a sediment budget, and identifying and evaluating options to reduce flood damage.

Deliverable(s):

- Copies of the State and federal take authorizations.
- 10% conceptual designs to reduce flood damage in Pescadero

Task 4. Construction/Implementation

San Mateo RCD will contract with the fisheries biologist for trapping and monitoring activities. No construction will be required in this project. Juvenile salmonid outmigration data will be gathered over two spring seasons (March through May, 2012 and 2013).

Depending on channel characteristics and hydrology, a rotary screw trap or fyke net trap will be installed and maintained at one site during the outmigration season for juvenile steelhead and coho salmon. A team comprised of qualified biologists and volunteers will coordinate trap installation and monitoring. The trap will be checked daily for captured fish during the two spring outmigration seasons as noted above. Data on the physical condition (e.g., size, weight, age) of outmigrating salmonids smolts will be collected. In addition, scale and DNA samples will be collected for future reference and for submittal to NMFS for inclusion in the agency's genetic database. A small sub-sample of captured salmonids will be marked and released at a suitable distance upstream of the trap to provide statistical information on trapping efficiency through observed recapture rates. All methods will be consistent with current fisheries practices and applicable permit requirements.

The results of the monitoring study will be presented in one annual monitoring report summarizing the results of the first (2012) monitoring season, and a final report summarizing the results of the second (2013) monitoring season. The CEMAR project manager will coordinate results from the Pescadero Creek fish monitoring study with the overall Bay Area regional fish monitoring effort described herein.

Deliverable(s):

- Annual monitoring report and final report
- Integration of monitoring results from the Pescadero fish monitoring study with the overall regional fish monitoring described herein.

Task 5. Environmental Compliance / Mitigation / Enhancement

There are no environmental compliance and mitigation activities associated with this project.

Task 6. Construction Administration

No construction administration will be required for this project.

Task 7. Other Costs

No activity is planned for this task.

Task 8. Contingency

No activity is planned for this task.

Project #29. Watershed Guidance and San Francisquito Watershed Restoration
Project Sponsor: SFEP / Community for Green Foothills

Project Description

Both of these projects involve creek and floodplain restoration in economically disadvantages watersheds. The stream channel restoration design curves project conducts extensive field surveys of stable creek sites to develop curves of geomorphically stable stream and floodplain parameters for use by restoration practitioners. The watershed restoration planning and education project for San Francisquito Creek Watershed and East Palo Alto utilizes the Committee for Green Foothills (CGF) to develop creek and watershed technical and community planning and educational efforts for this important creek in East Palo Alto, California, an economically disadvantaged community.

Benefits specific to the project include:

Stream Channel Restoration Design Curves Project

- Provides important design parameters for use by design professionals doing creek and floodplain restoration projects in three disadvantaged communities. This project fills a data gap by developing these creek "design curves" which requires field work, data assimilation and evaluation of the correlations of the stable stream morphology with drainage areas.
- Provide important educational benefits to local students by providing training on river science, surveying techniques, field skills and data evaluation. We will work with the local watershed groups in each location to educate and train selected students in each watershed.
- These design curves not only serve these specific project areas but they will be published in San Francisco Bay Water Resources Control Board steam protection circulars and can guide restoration project design in the future for other projects in the coastal south bay areas and north east bay area. These design curves will be important supplements to curves currently being prepared for the North Bay counties of Marin and Sonoma under an EPA funded grant, with our goal to achieve bay area coverage.
- All data and graphics will be made available in the form of practical design curves tied to a technical memorandum or report that can be used by stream practitioners in the field or office. Stable channel curves for width, depth and cross-sectional area will be produced as a function of drainage area. The final report and graphs will be developed in electronic form and could be posted on the web as directed.

Watershed Restoration Planning and Education through Committee for Green Foothills (CGF), Palo Alto, San Francisquito Creek Watershed and East Palo Alto

- Engagement and training of college students in watershed field study techniques; environmental science reporting.
- Identify and coordinate restoration and enhancement opportunities in the lower watershed region amongst ongoing local, state and federal projects; coordinate flood control efforts within these same projects.
- Through workshops, educate the community and identify an array of potential project alternatives for lowering flood damage risk, climate change adaptation, and environmental restoration.
- Improve citizen involvement in the design of a lower San Francisquito Creek multi-objective flood damage reduction and stream and floodplain restoration project and at other sites identified.

- Produce a first ever lower watershed report that identifies and maps locations of projects, provides a detail of existing conditions and opportunities, and gives some level of prioritization for project implementation.

- Creation of a planning tool to coordinate and guide future plans for the area. This tool will promote and encourage continued support for implementation of the projects identified in a regional, collaborative manner with the community and project agencies.
- A more engaged and empowered youth based community in natural resource preservation and community issues involving the environment.
- Involvement of schools, educators, and parents for a more expanded community participation in developing project alternatives in areas of restoration, flood control, etc.
- Documentation of community based involvement in all projects.

Project Components

Task 1. Direct Project Administration

Direct Project Administration includes preparation of a Project Assessment and Evaluation Plan, quarterly reports, grant invoice documentation, a project completion report, and post performance reports.

Task 2. Land Purchase/Easement

No activity is planned under this task.

Task 3. Planning/Design/Engineering/Environmental Documentation

This task covers the coordination of technical assistance for stream and wetland restoration planning and design for watershed restoration planning and education for San Francisquito Creek Watershed and East Palo Alto. The Committee for Green Foothills (CGF) will provide all outreach and recruitment of students for development of stream and wetland design guidance with regional stream restoration design curves and historic landscape information.

Conduct outreach to recruit students who can qualify for and participate in training in stream restoration design and engineering conducted through the Stream Restoration Curves Development Project run by FarWest Restoration Engineering and Watershed Sciences. The students will receive field training in river science and surveying. We will recruit up to five students from Foothill-De Anza Community College and possibly Santa Clara University. Students will be given a small stipend for their work. This task will include the selection of the students, an orientation meeting with the students and the scientists conducting the work, and interacting with school teachers and officials to help the students integrate this experience into their course work credits and curriculum. CGF Executive Director will participate in outreach, trainings, and provide follow up with students, professors, and scientists for evaluation of the training, dissemination of reports, and general conclusion comments.

Outcome: Students chosen for training; completed written student report on field techniques, surveys of stream channels, evaluation of training experience, and short illustrated report that can assist in the design of similar community college-sponsored field training projects.

Task 3.a. Organize and convene local planning and design efforts to improve opportunities for a coordinated network of restoration projects and improvements for the lower watershed region.

The numerous planning projects mentioned below all contain elements of watershed restoration, open space and park opportunities. However, having this many projects in a small area has created multiple jurisdictional overlap, resulting in confusion and frustration among community members. Among the

numerous agencies involved, none have emerged as a leader to bring the visions together for this small, historically underserved community. Opportunities will be lost if this is not addressed.

CGF will coordinate with Project Managers of over a dozen independent ongoing local projects including: South Bay Salt Pond Restoration Project (federal and state), Army Corps of Engineers Shoreline Project (levees around the bay where ponds will be restored),San Francisquito Creek Joint Powers Authority Corps of Engineers flood plan, Dumbarton Commuter Rail from East Bay to Menlo Park, Vision 2020 – Transportation Regional Plan (Dumbarton Bridge to Hwy 101 relief), Cooley Landing Visioning, East Palo Alto Redevelopment Zone, Bay Trail and Water Trail, Various private development proposals along Hwy 84, Palo Alto airport and golf course.

Outcome: Identification and coordination of restoration / enhancement opportunities for the region; coordination of flood control efforts within each project.

3.b. Coordinate community campaigns/workshops among local citizens, San Mateo County, Cities of Palo Alto, East Palo Alto, and Menlo Park, Caltrans, Santa Clara Valley Water District, the San Francisquito Creek JPA, U.S. Fish & Wildlife, State Coastal Conservancy, Regional Water Quality Control Board, California Fish and Game, local businesses, and other representatives of projects mentioned above.

Workshops will include local, state, and federal agencies and be facilitated by qualified local community members. The goal of workshops is to create a community supported vision for natural resource restoration and enhancement of flood control projects to be done within the existing planned projects. Particular focus will be placed upon improving citizen involvement in the design of a lower San Francisquito Creek multi-objective flood damage reduction and stream and floodplain restoration project and at other sites identified.

Outcome: Identification of an array of potential project alternatives for lowering flood damage risk, climate change adaptation, and environmental restoration.

Task 3.c. The community supported vision developed in workshops (Task 3.b.) will be documented through a report containing descriptions and budgets for priority project enhancements and wetlands and stream restoration projects for integration into the IRWMP priority implementation projects. These tasks will be completed by a college level intern with oversight by CGF.

Outcomes: A report to identify and map locations of projects, detail existing conditions and opportunities, and give some level of prioritization for project implementation.

Task 3.d. Design and produce a visual tool (map/brochure) that represents the findings of both the workshops and report. This tool would be made available to promote and encourage continued support for implementation of the projects identified in a regional, collaborative manner; will give citizens a tool to communicate with the project managers; and will act as a guide for future plans.

Outcome: Creation of a planning tool to coordinate and guide future plans for the area.

Task 3.e. Work with local youth in underserved community on planting and restoration projects.

CGF will work within existing local youth programs to initiate community and youth involvement in the creek and shoreline stewardship projects for planting and restoration projects, trash management, etc. Many of the projects mentioned in Task 3.a. have opportunity for local youth involvement that is not

being maximized. CGF will work with area youth programs to promote, match, and assist youth in becoming engaged in these efforts.

CGF's program and project coordinator will also represent the East Palo Alto Shoreline area and San Francisquito Creek Watershed in the Bay Area Watershed Network's IRWMP Working Group, Watershed Education and Outreach Working Group, and Policy Working Group. As with the entire project, CGF will bring representation of underserved communities into the IRWMP process, thereby aiding in improving IRWMP outreach.

Outcome: A more engaged and empowered youth based community in natural resource preservation. Expanded community participation in developing project alternatives described above by involving schools and parents. Documentation of community based involvement in projects such as trash removal and restoration.

Task 4. Construction/Implementation

This task covers the stream channel restoration design curves project and will produce design stream parameters for creeks in three disadvantaged areas that experience flooding. The creeks which will be addressed by this project are Wildcat Creek, San Francisquito Creek and Pescadero Creek. The disadvantaged areas which will be served are respectively, the North Richmond shoreline , East Palo Alto and rural costal "hamlet "of Pescadero. Within these areas, creek and floodplain design projects require information about the local fluvial geomorphology. Regional curves provide data from local reference sites of stable creeks in the watershed, which can inform how to restore natural features to the stream channel and create a more "stable" natural environment and habitat while meeting flood protection goals. This project fills a data gap by developing these creek "design curves" which requires field work, data assimilation and evaluation of the correlations of the stable stream morphology with drainage areas. The advantage of this project is that the design curves not only serve these specific project areas but they will be published in San Francisco Bay Water Resources Control Board steam protection circulars and can guide restoration project design in the future for other projects in the coastal south bay areas and north east bay area. These design curves will be important supplements to curves currently being prepared for the north bay counties of Marin and Sonoma, with our goal to achieve bay area coverage.

Task 4a: Site Selection
Under this task, we will perform the background evaluations and research to select appropriate sites for field surveying under Task 4b. Work will include background research, review of available USGS and other data and set-up of project logistics. Existing and background information for the watershed and region will be developed and potential sites of stable channel characteristics will be identified for field inspection. Some limited reconnaissance to find field sites may be conducted and access permission attained. Available data from public and private agencies will be collected and reviewed for usefulness. If the channel or nearby site has a stream gage, records will be sought to assess flood frequency and conduct a bankfull calibration. Whenever possible, data collected by others will be utilized when it can be verified as to how the data was collected.
We will focus on stable channel reaches in the first phase of this project but can easily extend the effort to unstable or more altered sites during later phases depending on the availability of funding.

Task 4b: Field Geomorphic Surveying and Data Collection
This task involves the field collection of data for the analysis. As described above, we plan to collect data that will lead to greater insight into the nature of what is controlling channel morphology. Field data collection efforts will be led by Ms. Laurel Collins.

Fieldwork will involve a description and GPS location of the site. We will survey with a level the cross section of the site and the channel gradient over a length of about 5 to 7 times the bankfull width, depending on channel conditions at the cross section. Cross section surveys will extend above the flood prone width (if possible). We will determine the bankfull width, mean depth, maximum depth, flood prone width, particle size distribution of bed surface (Wolman pebble count method), and largest particle in cross section. In boulder-dominated streams, we will measure the average protrusion height for estimates of roughness. Percent fines (<2 mm) in the channel banks will be visually estimated. Notes will be taken as to geomorphic, geologic, vegetative, and land use conditions. Amount of large woody debris will be noted over the length of the surveyed gradient.

Observations of artificial structures within the surveyed reach or affecting the reach from up or downstream will be noted. Observations of the amount of incision occurring will be noted. If there are indications of the historical channel geometry, such as in abandoned channels, or changes in Rosgen stream class, the geometry at these sites will also be noted.

Task 4c: Data Compilation, Analysis and Creek Design Curves Preparation
Field data will be entered into spread sheets and undergo quality assurance and control. Cross sections will be drawn and data entered into a matrix. Cross sectional area, entrenchment ratio, and width/depth ratio, stream gradient, and D26, D50, D84, and percent fines of the bed surface will be computed when possible. Once data is collected and reduced for each specific field site, additional data will be collected in the office to establish size of drainage area, annual precipitation, name of relevant geologic formation, and where possible, length of channel network. We will compare our hydraulic geometry to the existing San Francisco Bay Area Curve.

Final Outcome - Task 4d: Preparation of Technical Memo with Results and Curve Data
Under this task, all data and graphics will be made available in the form of practical design curves tied to a technical memorandum or report that can be used by stream practitioners in the field or office. Stable channel curves for width, depth and cross-sectional area will be produced as a function of drainage area. The final report and graphs will be developed in electronic form and could be posted on the web.

Task 5. Environmental Compliance / Mitigation / Enhancement

No activity is planned for this task.

Task 6. Construction Administration

No activity is planned for this task.

Task 7. Other Costs

No activity is planned for this task.

Task 8. Contingency

No activity expected for this task.

Project #30: San Francisco Estuary Salmonid Monitoring Program
Project Sponsor: SFEP / Center for Ecosystem Management and Restoration (CEMAR)

Project Description
This project will use traps to collect outmigrating salmonids in three important Bay Area watersheds: Coyote Creek, Sonoma Creek, and the Napa River. Results will be used to evaluate the status of salmonids (primarily steelhead trout) in the basins and to formulate management and future monitoring recommendations. In addition, the project will lead to developing trapping programs in additional watersheds in the future, likely including San Francisquito Creek, Corte Madera Creek, and Suisun Creek.

Benefits specific to the project include:

- Increased understanding of watershed conditions and health
- Increased public awareness of biological resources of Bay Area watersheds
- Demonstration project of regional monitoring program including multi-stakeholder collaboration on technical support, data management and sharing, and resource management
- Provides metric for assessing success of restoration projects and programs over time

Project Components

Task 1. Direct Project Administration

Direct Project Administration includes preparation of a Project Assessment and Evaluation Plan, quarterly reports, grant invoice documentation, a project completion report, and post performance reports.

Task 3. Planning/Design/Engineering/Environmental Documentation

This task involves training staff in trapping techniques, securing necessary permits, site selection, and providing materials and labor needed to implement the program. The materials to be purchased, staffing requirements, cost estimation, and schedules for this task have been developed previously through outside funding sources and in developing proposal materials for the grant application. The deliverables under this task are the materials needed to conduct the trapping in the three designated watersheds, and trained, permitted staff to implement the program.

Task 4. Construction/Implementation

Under this task, traps will be constructed and operated in Upper Penitencia Creek (Coyote Creek watershed), Sonoma Creek, and the Napa River and tributaries. Local biologist leads will implement the programs for these watersheds. Trapping will be performed during a period of approximately 90 days during spring outmigration season.

Results will be recorded, analyzed, and posted to the program Web site. A results report will be produced after completion of the trapping effort. The report also will include future monitoring and resource management recommendations related to restoring steelhead fisheries around the Bay Area.

Also in this task is development of trapping programs in additional watersheds including preliminary site selection, trapping method, cost estimates, staffing requirements, and data management protocols. This task will produce a report describing the characteristics of the trapping programs in the watersheds to be monitored in the future (likely including San Francisquito Creek, Corte Madera Creek, and Suisun Creek).

Task 5. Environmental Compliance / Mitigation / Enhancement

No activity is planned for this task.

Task 6. Construction Administration

No activity is planned for this task.

Task 7. Other Costs

No activity is planned for this task.

Task 8. Contingency

No activity expected for this task.

Project #31. Watershed Program Administration
Sponsor: S.F. Estuary Partnership

SFEP will administer nine project elements, including this one. This will entail establishing subcontracts with all project proponents for Project Nos. 25-32, reporting and invoicing on behalf of proponents to BACWA, disbursing grant funds to project proponents, and regular coordination among participants.

Task 1. Direct Project Administration

Direct Project Administration includes preparation of a Project Assessment and Evaluation Plan, quarterly reports, grant invoice documentation, a project completion report, and post performance reports. This task also includes rolling up reporting for all other projects in the Flood-DAC program as well as establishing sub-consultant contracts with all Flood-DAC project proponents.

Task 2. Land Purchase/Easement

No activity planned for this task.

Task 3. Planning/Design/Engineering/Environmental Documentation

No activity planned for this task.

Task 4. Construction/Implementation

No activity planned for this task.

Task 5. Environmental Compliance / Mitigation / Enhancement

No activity planned for this task.

Task 6. Construction Administration

No activity planned for this task.

Task 7. Other Costs

No activity planned for this task.

Task 8. Contingency

No activity planned for this task.

Project #32. Grant Administration
Project Sponsor: Bay Area Clean Water Agencies (BACWA)

Project Description

This project element consists of properly managing and administering the Bay Area IRWM grant of $30 million that covers 18 water management resource projects with a total costs over $100 million. Reporting, invoicing, accounting, legal work, disbursement of grant funds, coordination of activities, and project management are included.

Project Components

Task 1. Direct Project Administration

All administrative activities are covered by the Implementation task for this project.

Task 2. Land Purchase/Easement

No activity is planned for this task.

Task 3. Planning/Design/Engineering/Environmental Documentation

No activity is planned for this task.

Task 4. Implementation

4.1 Finalize Grant Agreement with DWR. Negotiate and finalize a grant agreement with DWR utilizing support of BACWA legal counsel, coordinate with participants, and attain BACWA Board approval. A professional service consultant (consultant) may or may not be used to help finalize the updated work plan, schedule and budget (Exhibits A, B and C) for the grant agreement under the direction of the Project Manager. BACWA's accountant will establish a generally accepted accounting method to track financial information.

4.2 Implementation Agreements with Participants. Negotiate and finalize agreements with each participating entity that will receive IRWM grant funding, and attain approval by the BACWA Board and the governing body of each participating entity.

4.3 Quarterly Reports. A consultant will help prepare and finalize each progress report, to be compiled largely from reports of each project participant. Reports will be prepared per the format specified in the DWR Grant Agreement and submitted electronically to DWR. Electronic records of reports will be retained at the Bay Area IRWM Plan website (bairwmp.org) or similarly suitable location.

4.4 Invoices. Reimbursement requests (invoices) are expected to be submitted to DWR quarterly in accordance with the format specified by the DWR Grant Agreement. These requests (invoices) will be based on forms and records provided by the participants. A consultant may or may not be utilized help to coordinate and maintain records. Electronic records of invoices will be retained at the Bay Area IRWM Plan website (bairwmp.org) or similar location and participants will maintain records of supporting documents in hard copy format.

4.5 Reimbursement Process. After BACWA receives reimbursement from the State, BACWA's accountant, EBMUD, will disburse funds to participating agencies after approval by the Executive Director and/or Board Chair, as applicable. Records will be maintained in accordance with generally acceptable accounting principles and practices. The Project Manager will track each disbursement and cumulative disbursements to date. If needed, a consultant may be utilized to assist with tracking.

4.6 Bookkeeping, Financial Reporting, Auditing. BACWA's accountant and treasurer, EBMUD, will maintain financial records as required by the DWR Grant Agreement. Monthly financial reports or summaries will be prepared and provided to BACWA Board at its regular meeting. These monthly records will be available electronically to each participating entity. The Prop 84 account will be treated similarly to other BACWA accounts during auditing.

4.7 Coordination, Support, Records. An Oversight & Coordination Committee will meet in person or by conference call, quarterly or as needed to address outstanding issues and review updates. Records of these meetings will be distributed electronically and maintained on the bairwmp.org website or similar. Records of e-mail correspondence about the work plan, schedule or budget or other significant issue will be maintained as required by the grant terms.

4.8 Field Verification. Periodic job site visits will be conducted by an independent contractor / consultant to verify progress on projects, particularly at the final site inspection with DWR, which is a condition of project completion and subsequent release of retained funds.

4.9 Project Management. This subtask consists of ongoing administration and management of contractor(s), accounting, legal work, reviewing work products, approving invoices, and preparing documents for BACWA Board review. At the end of the grant period the files will be stored where they can be expeditiously retrieved for a period of three years.

Task 5. Environmental Compliance / Mitigation / Enhancement

No activity is planned for this task.

Task 6. Construction Administration

No activity is planned for this task.

Task 7. Other

No activity is planned for this task.

Task 8. Contingency

This scope for administration is the best estimate of activities at the outset of the grant. If unexpected issues or complications arise during the implementation of this grant, the participants will consider amendments or modifications to the scope or budget to best meet administrative needs, subject to review and approval by DWR.

Exhibit B: SCHEDULE

Master Schedule by Project: Bay Area Prop 84 IRWM Implementation Grant

Key: Planned Activity
Progress

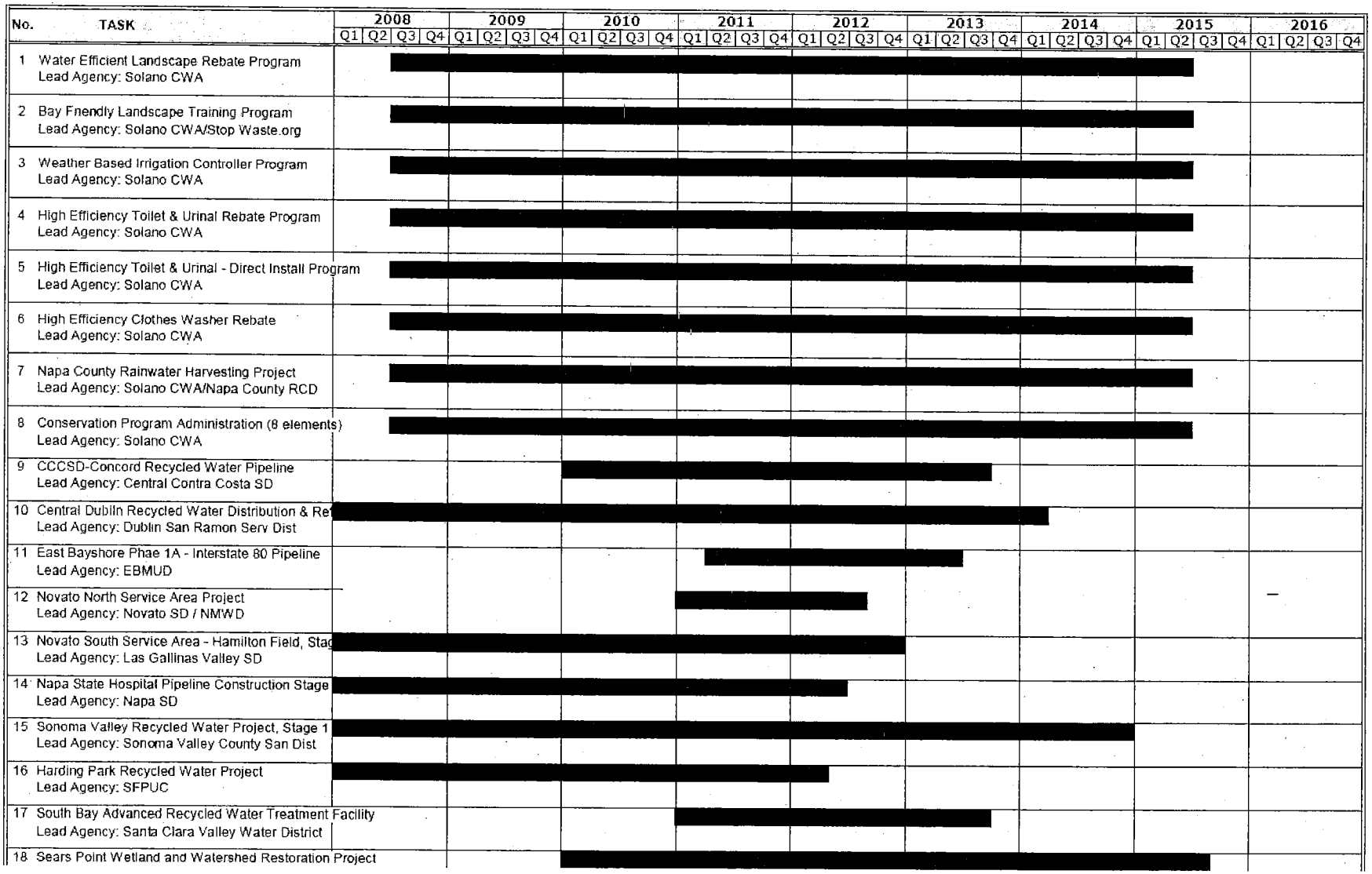


Exhibit B: SCHEDULE

Master Schedule by Project: Bay Area Prop 84 IRWM Implementation Grant

Key: Planned Activity
Progress

No.	TASK	2008				2009				2010				2011				2012				2013				2014				2015				2016			
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
	Lead Agency: State Coastal Conservancy																																				
19	Bair Island Restoration Project Lead Agency: SCC																																				
20	South Bay Salt Pond 16A/17 Habitat Restoration Lead Agency: SCC																																				
21	Regional Green Infrastructure Project Lead Agency: S.F. Estuary Partnership																																				
22	Hacienda Ave Green Street Improvement Lead Agency: SFEP/City of Campbell																																				
23	Watershed Partnership Technical Assistance Lead Agency: S.F. Esturary Partnership & S.F. Estuary Institute																																				
24	Stream Restoration with Schools in North Bay DACs Lead Agency: SFEP & Point Reyes Bird Observatory																																				
25	Flood Infrastructure Mapping and Communication Tool Lead Agency: SFEP & S.F. Estuary Institute																																				
26	Storm Water Improvements and Pilot Project, Bay Point Lead Agency: SFEP & Watershed Project																																				
27	Disadvantaged Communities Richmond Shoreline and San Pablo Flood Project Lead Agency: SFEP & Urban Tilth																																				
28	Pescadero Integrated Flood Reduction & Habitat Enhancement Project Lead Agency: SFEP & San Mateo County RCD																																				
29	Restoration Guidance and San Francisquito Watershed Restoration Lead Agency: SFEP & Community for Green Foothills																																				
30	S.F. Estuary Steelhead Monitoring Program Lead Agency: SFEP & Center for Ecosystem Management & Restoration																																				
31	Watershed Program Administration Lead Agency: SFEP																																				
32	Project Grant Administration Lead Agency: BACWA																																				

Notes: Project completion report wil be filed within 90 days of project completion. Post performance reports will be filed for total of 10 years following completion of project.

Project 1 - Water Efficient Landscape Rebate Program (Solano County Water Agency)

Key: Planned Activity
Progress

No.	TASK	2008				2009				2010				2011				2012				2013				2014				2015				2016			
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1	**Direct Project Administration**																																				
	Project Assessment & Evaluation Plan																																				
	Quarter Reports & Invoicing																																				
	Project Completion Report																																				
	Post Performance Report																																				
2	**Land Purchase/Easement**																																				
3	**Enviro Doc / Design / Bidding**																																				
	Environmental Documentation																																				
	Project Design																																				
	Bidding and Award																																				
4	**Construction / Implementation**																																				
5	**Env Mitigation / Enhancement**																																				
6	**Contruction Administration**																																				
7	**Other**																																				
8	**Contingency**																																				

Notes: Project completion report will be filed within 90 days of project completion. Post performance reports will be filed for total of 10 years following completion of project.

Project 2 - Bay Friendly Landscape Training Program (Solano County Water Agency & Stop Waste)

Key: Planned Activity
Progress

No.	TASK	2008				2009				2010				2011				2012				2013				2014				2015				2016			
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1	**Direct Project Administration**																																				
	Project Assessment & Evaluation Plan																																				
	Quarter Reports & Invoicing																																				
	Project Completion Report																																				
	Post Performance Report																																				
2	**Land Purchase/Easement**																																				
3	**Enviro Doc / Design / Bidding**																																				
	Environmental Documentation																																				
	Project Design																																				
	Bidding and Award																																				
4	**Construction / Implementation**																																				
5	**Env Mitigation / Enhancement**																																				
6	**Contruction Administration**																																				
7	**Other**																																				
8	**Contingency**																																				

Notes: Project completion report will be filed within 90 days of project completion. Post performance reports will be filed for total of 10 years following completion of project.

Project 3 - Weather Based Irrigation Controller Program (Solano County Water Agency)

Key: Planned Activity
Progress

No.	TASK	2008				2009				2010				2011				2012				2013				2014				2015				2016			
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
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	Quarter Reports & Invoicing																																				
	Project Completion Report																																				
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8	**Contingency**																																				

Notes: Project completion report will be filed within 90 days of project completion. Post performance reports will be filed for total of 10 years following completion of project.

Project 4 - High Efficiency Toilet & Urinal Rebate Program (Solano County Water Agency)

Key: Planned Activity
Progress

No.	TASK	2008				2009				2010				2011				2012				2013				2014				2015				2016			
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
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6	**Contruction Administration**																																				
7	**Other**																																				
8	**Contingency**																																				

Notes: Project completion report will be filed within 90 days of project completion. Post performance reports will be filed for total of 10 years following completion of project.

Project 5 - High Efficiency Toilet & Urinal - Direct Install Program (Solano County Water Agency)

Key: Planned Activity
Progress

No.	TASK	2008				2009				2010				2011				2012				2013				2014				2015				2016			
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
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	Project Assessment & Evaluation Plan																																				
	Quarter Reports & Invoicing																	■	■	■		■	■	■	■	■	■	■	■	■							
	Project Completion Report																													■							
	Post Performance Report																																	■			
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3	**Enviro Doc / Design / Bidding**																																				
	Environmental Documentation																																				
	Project Design																																				
	Bidding and Award																																				
4	**Construction / Implementation**		■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■						
5	**Env Mitigation / Enhancement**																																				
6	**Contruction Administration**																																				
7	**Other**																																				
8	**Contingency**																																				

Notes: Project completion report will be filed within 90 days of project completion. Post performance reports will be filed for total of 10 years following completion of project.

Project 6 - High Efficiency Clothes Washer Rebate (Solano County Water Agency)

Key: Planned Activity
Progress

No.	TASK	2008				2009				2010				2011				2012				2013				2014				2015				2016			
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
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	Quarter Reports & Invoicing																	■	■	■		■	■	■	■	■	■	■	■	■					
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	Environmental Documentation																																		
	Project Design																																		
	Bidding and Award																																		
4	**Construction / Implementation**		■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■					
5	**Env Mitigation / Enhancement**																																		
6	**Contruction Administration**																																		
7	**Other**																																		
8	**Contingency**																																		

Notes: Project completion report will be filed within 90 days of project completion. Post performance reports will be filed for total of 10 years following completion of project.

Project 7 - Napa County Rainwater Harvesting Project (Solano County Water Agency & Napa County Resource Cons

Key: Planned Activity
Progress

No.	TASK	2008				2009				2010				2011				2012				2013				2014				2015				2016			
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
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	Project Design																																				
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4	**Construction / Implementation**																																				
5	**Env Mitigation / Enhancement**																																				
6	**Contruction Administration**																																				
7	**Other**																																				
8	**Contingency**																																				

Notes: Project completion report will be filed within 90 days of project completion. Post performance reports will be filed for total of 10 years following completion of project.

Project 8 - Conservation Program Administration - 8 elements (Solano County Water Agency)

Key: Planned Activity
Progress

No.	TASK	2008				2009				2010				2011				2012				2013				2014				2015				2016			
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1	**Direct Project Administration**																																				
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4	**Construction / Implementation**																																				
5	**Env Mitigation / Enhancement**																																				
6	**Contruction Administration**																																				
7	**Other**																																				
8	**Contingency**																																				

Notes: Project completion report will be filed within 90 days of project completion. Post performance reports will be filed for total of 10 years following completion of project.

Project 9 - CCCSD - Concord Recycled Water Project

Key: Planned Activity
Progress

No.	TASK	2008				2009				2010				2011				2012				2013				2014				2015				2016			
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1	**Direct Project Administration**																																				
	Project Assessment & Evaluation Plan																		■																		
	Quarter Reports & Invoicing																		■	■		■	■	■	■	■											
	Project Completion Report																									■											
	Post Performance Report																													■				■			
2	**Land Purchase/Easement**																																				
3	**Enviro Doc / Design / Bidding**																																				
	Environmental Documentation									■	■	■	■	■	■	■	■																				
	Project Design																	■	■	■	■																
	Bidding and Award																				■																
4	**Construction / Implementation**																					■	■	■	■												
5	**Env Mitigation / Enhancement**																																				
6	**Contruction Administration**																				■	■	■	■	■												
7	**Other**																																				
8	**Contingency**																																				

Notes: Project completion report will be filed within 90 days of project completion. Post performance reports will be filed for total of 10 years following completion of project.

Project 10 - Central Dublin Recycled Water Distribution and Retrofit Project

Key: Planned Activity
Progress

Notes: Project completion report will be filed within 90 days of project completion. Post performance reports will be filed for total of 10 years following completion of project.

Project 11 - East Bayshore Phase 1A - Interstate 80 Pipeline

Key: Planned Activity
Progress

No.	TASK	2008				2009				2010				2011				2012				2013				2014				2015				2016			
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1	**Direct Project Administration**																																				
	Project Assessment & Evaluation Plan																																				
	Quarter Reports & Invoicing																																				
	Project Completion Report																																				
	Post Performance Report																																				
2	**Land Purchase/Easement**																																				
3	**Enviro Doc / Design / Bidding**																																				
	Environmental Documentation																																				
	Project Design																																				
	Bidding and Award																																				
4	**Construction / Implementation**																																				
5	**Env Mitigation / Enhancement**																																				
6	**Contruction Administration**																																				
7	**Other**																																				
8	**Contingency**																																				

Notes: Project completion report will be filed within 90 days of project completion. Post performance reports will be filed for total of 10 years following completion of project.

Project 12 - Novato North Service Area Project (Novato Sanitary District, North Marin Water Dist

Key: Planned Activity
Progress

No.	TASK	2008				2009				2010				2011				2012				2013				2014				2015				2016			
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1	**Direct Project Administration**																																				
	Project Assessment & Evaluation Plan																																				
	Quarter Reports & Invoicing																																				
	Project Completion Report																																				
	Post Performance Report																																				
2	**Land Purchase/Easement**																																				
3	**Enviro Doc / Design / Bidding**																																				
	Environmental Documentation																																				
	Project Design																																				
	Bidding and Award																																				
4	**Construction / Implementation**																																				
5	**Env Mitigation / Enhancement**																																				
6	**Contruction Administration**																																				
7	**Other**																																				
8	**Contingency**																																				

Notes: Project completion report will be filed within 90 days of project completion. Post performance reports will be filed for total of 10 years following completion of project.

Project 13 - Novato South Service Area - Hamilton Field, Stage 1 Project (Las Gallinas Valley Sanitary District & NMV

Key: Planned Activity
Progress

No.	TASK	2008				2009				2010				2011				2012				2013				2014				2015				2016			
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1	**Direct Project Administration**																																				
	Project Assessment & Evaluation Plan																																				
	Quarter Reports & Invoicing																																				
	Project Completion Report																																				
	Post Performance Report																																				
2	**Land Purchase/Easement**																																				
3	**Enviro Doc / Design / Bidding**																																				
	Environmental Documentation																																				
	Project Design																																				
	Bidding and Award																																				
4	**Construction / Implementation**																																				
5	**Env Mitigation / Enhancement**																																				
6	**Contruction Administration**																																				
7	**Other**																																				
8	**Contingency**																																				

Notes: Project completion report will be filed within 90 days of project completion. Post performance reports will be filed for total of 10 years following completion of project.

Project 14 - Napa State Hospital Pipeline Construction Stage 1 Project (Napa Sanitation District)

Key: Planned Activity
Progress

No.	TASK	2008				2009				2010				2011				2012				2013				2014				2015				2016			
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1	**Direct Project Administration**																																				
	Project Assessment & Evaluation Plan																																				
	Quarter Reports & Invoicing																																				
	Project Completion Report																																				
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4	**Construction / Implementation**																																				
5	**Env Mitigation / Enhancement**																																				
6	**Contruction Administration**																																				
7	**Other**																																				
8	**Contingency**																																				

Notes: Project completion report will be filed within 90 days of project completion. Post performance reports will be filed for total of 10 years following completion of project.

Project 15 - Sonoma Valley Recycled Water Project, Stage 1 (Sonoma Valley County Sanitation District)

Key: Planned Activity
Progress

No.	TASK	2008				2009				2010				2011				2012				2013				2014				2015				2016			
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1	**Direct Project Administration**																																				
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	Quarter Reports & Invoicing																																				
	Project Completion Report																																				
	Post Performance Report																																				
2	**Land Purchase/Easement**																																				
3	**Enviro Doc / Design / Bidding**																																				
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	Project Design																																				
	Bidding and Award																																				
4	**Construction / Implementation**																																				
5	**Env Mitigation / Enhancement**																																				
6	**Contruction Administration**																																				
7	**Other - NA**																																				
8	**Contingency - NA**																																				

Notes: Project completion report will be filed within 90 days of project completion. Post performance reports will be filed for total of 10 years following completion of project.

Project 16 - Harding Park Recycled Water Project (SFPUC)

Key: Planned Activity
Progress

No.	TASK	2008				2009				2010				2011				2012				2013				2014				2015				2016			
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1	**Direct Project Administration**																																				
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4	**Construction / Implementation**																																				
5	**Env Mitigation / Enhancement**																																				
6	**Contruction Administration**																																				
7	**Other**																																				
8	**Contingency**																																				

Notes: Project completion report will be filed within 90 days of project completion. Post performance reports will be filed for total of 10 years following completion of project.

Project 17 - South Bay Advanced Recycled Water Treatment Facility (Santa Clara Valley Water District)

Key: Planned Activity
Progress

No.	TASK	2008				2009				2010				2011				2012				2013				2014				2015				2016			
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1	**Direct Project Administration**																																				
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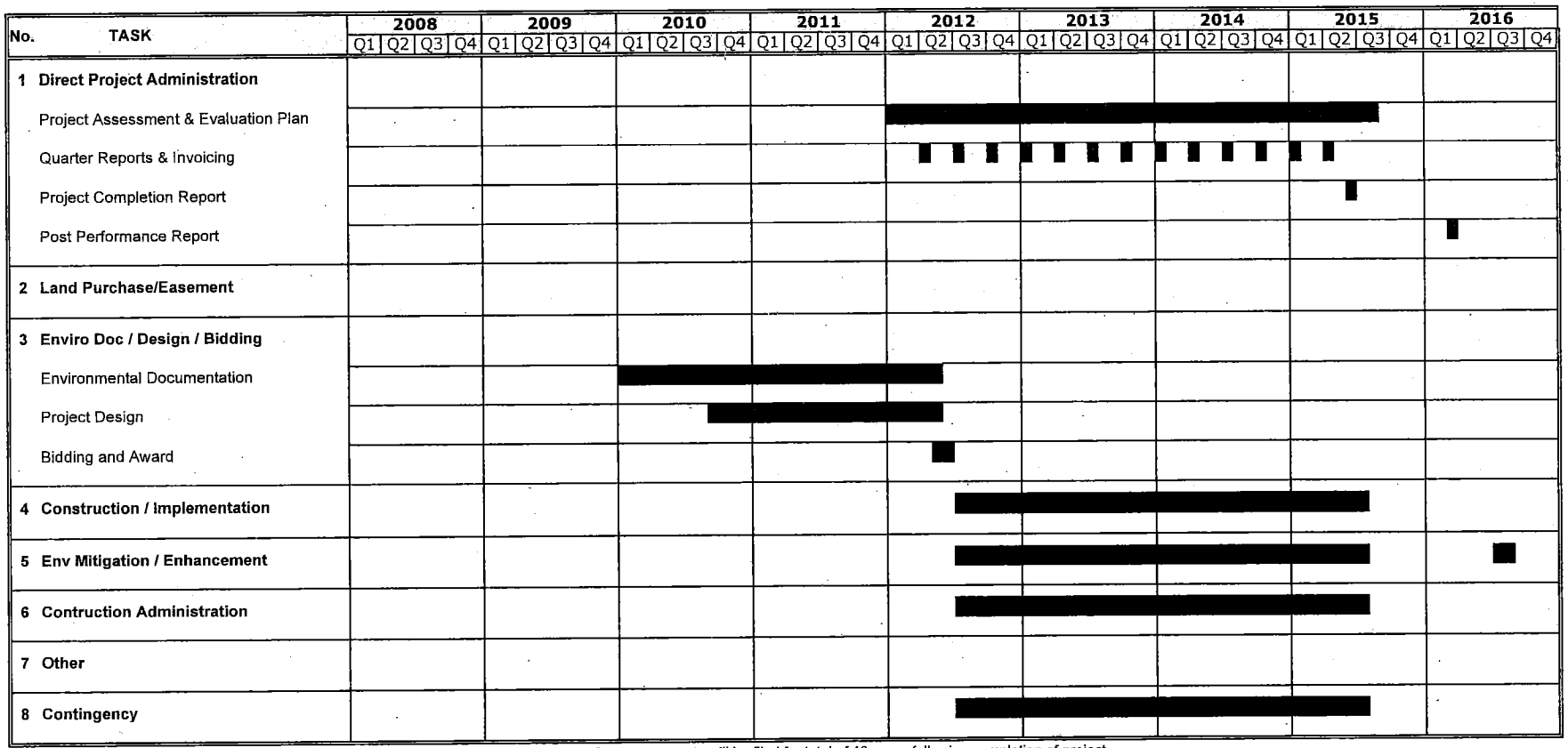
	Bidding and Award																																				
4	**Construction / Implementation**																																				
5	**Env Mitigation / Enhancement**																																				
6	**Construction Administration**																																				
7	**Other**																																				
8	**Contingency**																																				

Notes: Project completion report will be filed within 90 days of project completion. Post performance reports will be filed for total of 10 years following completion of project.

Project 18 - Sears Point Wetland and Watershed Restoration Project (State Coastal Conservancy)

Key: Planned Activity
Progress



Notes: Project completion report will be filed within 90 days of project completion. Post performance reports will be filed for total of 10 years following completion of project.

Project 19 - Bair Island Restoration Project (State Coastal Conservancy)

Key: Planned Activity
Progress

No.	TASK	2008				2009				2010				2011				2012				2013				2014				2015				2016			
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1	**Direct Project Administration**																																				
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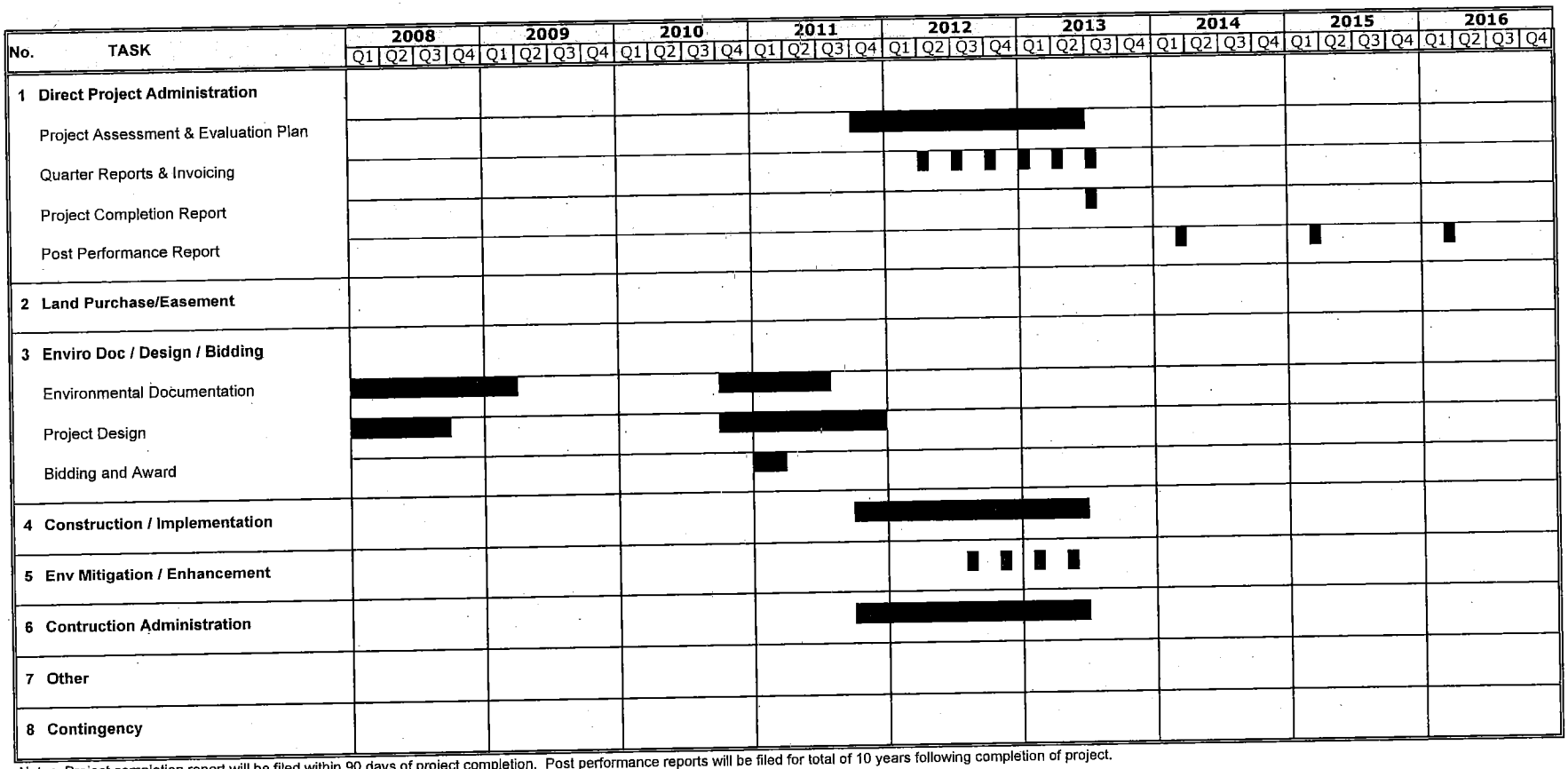
5	**Env Mitigation / Enhancement**																																				
6	**Contruction Administration**																																				
7	**Other**																																				
8	**Contingency**																																				

Notes: Project completion report will be filed within 90 days of project completion. Post performance reports will be filed for total of 10 years following completion of project.

Project 20 - South Bay Salt Pond 16A/17 Habitat Restoration (State Coastal Conservancy)

Key: Planned Activity
Progress



Notes: Project completion report will be filed within 90 days of project completion. Post performance reports will be filed for total of 10 years following completion of project.

Project 21 - Regional Green Infrastructure Project - SFEP

Key: Planned Activity
Progress

No.	TASK	2008				2009				2010				2011				2012				2013				2014				2015				2016			
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1	**Direct Project Administration**																																				
	Project Assessment & Evaluation Plan																																				
	Quarter Reports & Invoicing																																				
	Project Completion Report																																				
	Post Performance Report																																				
2	**Land Purchase/Easement**																																				
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	Environmental Documentation																																				
	Project Design																																				
	Bidding and Award																																				
4	**Construction / Implementation**																																				
5	**Env Mitigation / Enhancement**																																				
6	**Contruction Administration**																																				
7	**Other**																																				
8	**Contingency**																																				

Notes: Project completion report will be filed within 90 days of project completion. Post performance reports will be filed for total of 10 years following completion of project.

Project 22 - Hacienda Avenue Green Street Improvement (SFEP/City of Campbell)

Key: Planned Activity
Progress

No.	TASK	2008				2009				2010				2011				2012				2013				2014				2015				2016			
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1	**Direct Project Administration**																																				
	Project Assessment & Evaluation Plan																																				
	Quarter Reports & Invoicing																																				
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2	**Land Purchase/Easement**																																				
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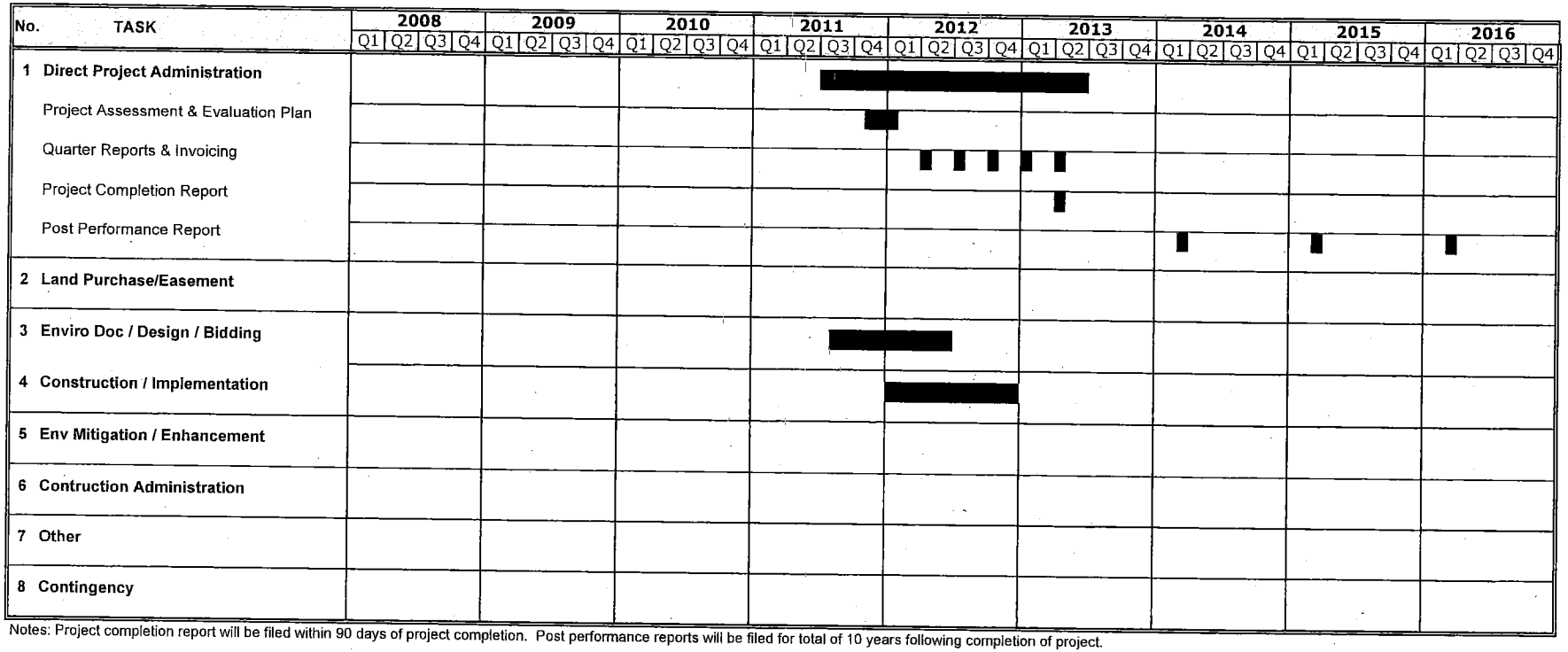
	Project Design																																				
	Bidding and Award																																				
4	**Construction / Implementation**																																				
5	**Env Mitigation / Enhancement**																																				
6	**Contruction Administration**																																				
7	**Other**																																				
8	**Contingency**																																				

Notes: Project completion report will be filed within 90 days of project completion. Post performance reports will be filed for total of 10 years following completion of project.

Project 23 - Watershed Partnership Technical Assistance (SFEP)



Notes: Project completion report will be filed within 90 days of project completion. Post performance reports will be filed for total of 10 years following completion of project.

Project 24 - Stream Restoration with Schools North Bay DACs (SFEP & Pt. Reyes Bird Observatory)

No.	TASK	2008				2009				2010				2011				2012				2013				2014				2015				2016			
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1	**Direct Project Administration**																																				
	Project Assessment & Evaluation Plan																																				
	Quarter Reports & Invoicing																																				
	Project Completion Report																																				
	Post Performance Report																																				
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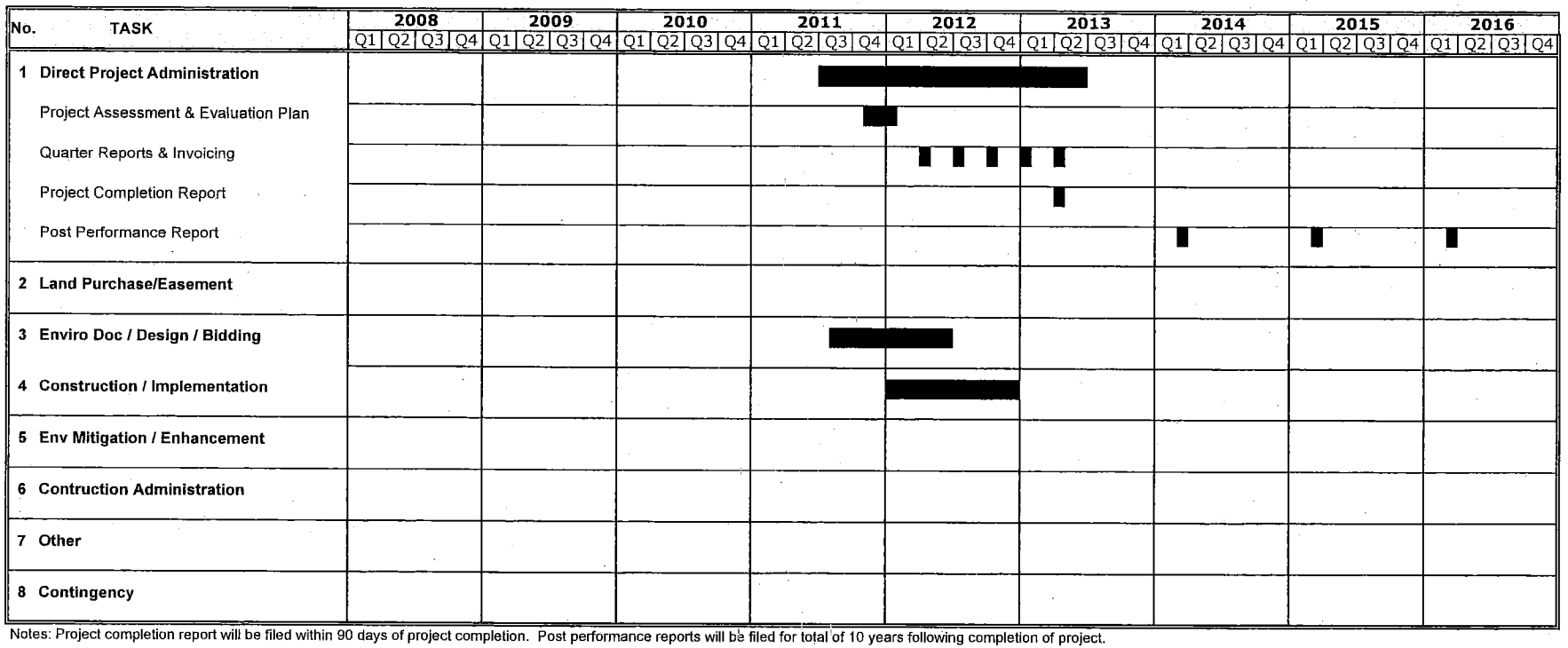
3	**Enviro Doc / Design / Bidding**																																				
4	**Construction / Implementation**																																				
5	**Env Mitigation / Enhancement**																																				
6	**Contruction Administration**																																				
7	**Other**																																				
8	**Contingency**																																				

Notes: Project completion report will be filed within 90 days of project completion. Post performance reports will be filed for total of 10 years following completion of project.

Project 25 - Flood Infrastructure Mapping and Communication Tool (SFEP & SF Estuary Institute)



Notes: Project completion report will be filed within 90 days of project completion. Post performance reports will be filed for total of 10 years following completion of project.

Project 26 - Storm Water Improvements and Pilot Project, Bay Point (SFEP & Watershed Project)

No.	TASK	2008				2009				2010				2011				2012				2013				2014				2015				2016			
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1	**Direct Project Administration**																																				
	Project Assessment & Evaluation Plan																																				
	Quarter Reports & Invoicing																																				
	Project Completion Report																																				
	Post Performance Report																																				
2	**Land Purchase/Easement**																																				
3	**Enviro Doc / Design / Bidding**																																				
4	**Construction / Implementation**																																				
5	**Env Mitigation / Enhancement**																																				
6	**Contruction Administration**																																				
7	**Other**																																				
8	**Contingency**																																				

Notes: Project completion report will be filed within 90 days of project completion. Post performance reports will be filed for total of 10 years following completion of project.

Project 27 - Richmond Shoreline and San Pablo Flood Project (SFEP & Urban Tilth)

No.	TASK	2008				2009				2010				2011				2012				2013				2014				2015				2016			
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1	**Direct Project Administration**																																				
	Project Assessment & Evaluation Plan																																				
	Quarter Reports & Invoicing																																				
	Project Completion Report																																				
	Post Performance Report																																				
2	**Land Purchase/Easement**																																				
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4	**Construction / Implementation**																																				
5	**Env Mitigation / Enhancement**																																				
6	**Contruction Administration**																																				
7	**Other**																																				
8	**Contingency**																																				

Notes: Project completion report will be filed within 90 days of project completion. Post performance reports will be filed for total of 10 years following completion of project.

Project 28 - Pescadero Integrated Flood Reduction & Habitat Enhancement Project (SFEP & San Mateo County RCD)

No.	TASK	2008				2009				2010				2011				2012				2013				2014				2015				2016			
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1	**Direct Project Administration**																																				
	Project Assessment & Evaluation Plan																																				
	Quarter Reports & Invoicing																																				
	Project Completion Report																																				
	Post Performance Report																																				
2	**Land Purchase/Easement**																																				
3	**Enviro Doc / Design / Bidding**																																				
4	**Construction / Implementation**																																				
5	**Env Mitigation / Enhancement**																																				
6	**Contruction Administration**																																				
7	**Other**																																				
8	**Contingency**																																				

Notes: Project completion report will be filed within 90 days of project completion. Post performance reports will be filed for total of 10 years following completion of project.

Project 29 - Restoration Guidance and San Francisquito Watershed Restoration (SFEP & Community for Green Foothills)

No.	TASK	2008				2009				2010				2011				2012				2013				2014				2015				2016			
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1	**Direct Project Administration**																																				
	Project Assessment & Evaluation Plan																																				
	Quarter Reports & Invoicing																																				
	Project Completion Report																																				
	Post Performance Report																																				
2	**Land Purchase/Easement**																																				
3	**Enviro Doc / Design / Bidding**																																				
4	**Construction / Implementation**																																				
5	**Env Mitigation / Enhancement**																																				
6	**Contruction Administration**																																				
7	**Other**																																				
8	**Contingency**																																				

Notes: Project completion report will be filed within 90 days of project completion. Post performance reports will be filed for total of 10 years following completion of project.

Project 30 - S.F. Estuary Steelhead Monitoring Program (SFEP & Center for Ecosystem Mgmt & Restoration)

No.	TASK	2008				2009				2010				2011				2012				2013				2014				2015				2016			
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1	**Direct Project Administration**																																				
	Project Assessment & Evaluation Plan																																				
	Quarter Reports & Invoicing																																				
	Project Completion Report																																				
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4	**Construction / Implementation**																																				
5	**Env Mitigation / Enhancement**																																				
6	**Contruction Administration**																																				
7	**Other**																																				
8	**Contingency**																																				

Notes: Project completion report will be filed within 90 days of project completion. Post performance reports will be filed for total of 10 years following completion of project.

Project 31 - Watershed Program Administration (SFEP)

No.	TASK	2008				2009				2010				2011				2012				2013				2014				2015				2016			
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1	**Direct Project Administration**																																				
	Project Assessment & Evaluation Plan																																				
	Quarter Reports & Invoicing																																				
	Project Completion Report																																				
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3	**Enviro Doc / Design / Bidding**																																				
4	**Construction / Implementation**																																				
5	**Env Mitigation / Enhancement**																																				
6	**Contruction Administration**																																				
7	**Other**																																				
8	**Contingency**																																				

Notes: Project completion report will be filed within 90 days of project completion. Post performance reports will be filed for total of 10 years following completion of project.

Project 32 - Grant Administration (BACWA / EBMUD)

Key: Planned Activity
Progress

No.	TASK	2008				2009				2010				2011				2012				2013				2014				2015				2016			
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1	**Direct Project Administration**																																				
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5	**Env Mitigation / Enhancement**																																				
6	**Contruction Administration**																																				
7	**Other**																																				
8	**Contingency**																																				

Notes: Project completion report will be filed within 90 days of project completion. Post performance reports will be filed for total of 10 years following completion of project.

Exhibit C: Budget

Bay Area Integrated Regiaonl Water Management (IRWM) Proposition 84 Grant, Round 1

No.	Project Title	Implementing Agency	Estimated Total Project Cost	Estimated Non-State Cost	Other State Funds	Requested State Grant Funds	Required Non-State Cost	5% Retention by DWR
1	Water Efficient Landscape Rebate Program	Sol CWA / Partner Agencies	$2,617,609	$1,237,984	$0	$1,379,625	$52,690	$68,981
2	Bay Friendly Landscape Training Program	Sol CWA / StopWaste.org	$470,979	$240,732	$0	$230,247	$30,000	$11,512
3	Weather Based Irrigation Controller Program	Sol CWA / Partner Agencies	$1,183,847	$532,622	$0	$651,225	$34,636	$32,561
4	High Efficiency Toilet & Urinal Rebate Program	Sol CWA / Partner Agencies	$3,151,325	$1,403,825	$0	$1,747,500	$1,169,171	$87,375
5	High Efficiency Toilet & Urinal Rebate Direct Install	Sol CWA / Partner Agencies	$3,756,950	$1,065,725	$0	$2,691,225	$1,065,725	$134,561
6	High Efficiency Clothes Washer Rebate Program	Sol CWA / Partner Agencies	$3,846,848	$1,925,985	$0	$1,920,863	$1,925,985	$96,043
7	Napa County Rainwater Harvesting Pilot Project	Sol CWA / Napa Co. RCD	$328,335	$78,335	$0	$250,000	$0	$12,500
8	Conservation Program Administration	Sol CWA / Partner Agencies	$322,785	$1,785	$0	$321,000	$1,785	$16,050
9	CCCSD-Concord Recycled Water Pipeline	Central Contra Costa Sanitary Dist	$4,230,000	$3,200,000	$0	$1,030,000	$1,100,000	$51,500
10	Central Dublin Recycled Water Distrib. & Retrofit Proj.	Dublin San Ramon Services Dist	$4,587,000	$3,457,000	$0	$1,130,000	$1,200,000	$56,500
11	East Bayshore Phase 1A - Interstate 80 Pipeline	East Bay Municipal Utility Dist	$2,152,000	$1,411,000	$0	$741,000	$600,000	$37,050
12	Novato North Service Area Project	Novato Sanitary District	$11,392,000	$10,767,000	$0	$625,000	$2,900,000	$31,250
13	Novato South Service Area - Hamilton Field, Stage 1	Las Gallinas Valley Sanitation Dist	$14,342,111	$13,717,111	$0	$625,000	$3,600,000	$31,250
14	Napa State Hospital Pipeline Construction, Stage 1	Napa Sanitation District	$3,057,000	$2,432,000	$0	$625,000	$800,000	$31,250
15	Sonoma Valley Recycled Water Project, Stage 1	Sonoma Valley Co Sanitation Dist	$5,000,000	$4,375,000	$0	$625,000	$1,300,000	$31,250
16	Harding Park Recycled Water Project	S.F. Public Utilities Commission	$7,436,000	$5,322,000	$0	$2,114,000	$2,300,000	$105,700
17	South Bay Advanced RW Treatment, Reverse Osmosis	Santa Clara Valley Water District	$7,676,700	$5,191,700	$0	$2,485,000	$4,455,446	$124,250
18	Sears Point Wetland and Watershed Restoration	State Coastal Conservancy	$17,080,121	$8,576,371	$7,238,750	$1,265,000	$4,280,000	$63,250
19	Bair Island Restoration	State Coastal Conservancy	$2,982,180	$1,717,180	$0	$1,265,000	$750,000	$63,250
20	South Bay Salt Pond 16A/17 Habitat Restoration	State Coastal Conservancy	$7,549,918	$5,625,000	$659,918	$1,265,000	$1,900,000	$63,250
21	Regional Green Infrastructure Project	S.F. Estuary Partnership (SFEP)	$4,481,259	$2,165,378	$0	$2,315,881	$300,000	$115,794
22	Hacienda Avenue Green Street Improvement Proj.	SFEP / City of Campbell	$4,632,555	$2,632,555	$0	$2,000,000	$1,200,000	$100,000
23	Watershed Partnership Technical Assistance	SFEP	$200,000	$50,000	$0	$150,000	$50,000	$7,500
24	Stream Restoration w/ Schools in North Bay DACs	SFEP / Point Reyes Bird Observ.	$264,976	$65,000	$0	$199,976	$65,000	$9,999
25	Flood Infrastructure Mapping & Communication Tool	SFEP / S.F. Estuary Institute	$840,000	$185,000	$0	$655,000	$185,000	$32,750
26	Storm Water Improvements & Pilot Project at Bay Pt.	SFEP / Watershed Project	$163,000	$3,000	$0	$160,000	$3,000	$8,000
27	Richmond Shoreline & San Pablo Flood Project	SFEP / Urban Tilth	$219,989	$134,989	$0	$85,000	$134,989	$4,250
28	Pescadero Integrated Flood Reduction & Habitat Enhancement Project	SFEP / San Mateo Co. RCD	$256,090	$36,780	$0	$219,310	$36,780	$10,966
29	Restoration Guidance and San Francisquito Watershed Restoration	SFEP / Community for Green Foothills	$292,000	$62,000	$0	$230,000	$62,000	$11,500
30	S.F. Estuary Steelhead Monitoring Program	SFEP / Center for Ecosystem Mgt & Research (CEMAR)	$498,537	$120,371	$0	$378,166	$120,371	$18,908
31	Watershed Program Administration	SFEP	$123,574	$0	$0	$123,574	$0	$6,179
32	Grant Administration	Bay Area Clean Water Agencies	$770,000	$130,000	$50,000	$590,000	$108,000	$29,500
		GRAND TOTAL	**$115,905,688**	**$77,863,428**	**$7,948,668**	**$30,093,592**	**$31,730,578**	**$1,504,680**

Project 1: Water Efficient Landscape Rebate Program						
Task		Estimated Non-State Share	State Grant	Other State Funds	Required Non-State Share	Estimated Total Project Cost
1	Direct Project Administration					$ -
2	Land Purchase/Easement					$ -
3	Planning/Design/Engineering/Environmental Documentation					$ -
4	Construction/Implementation	$ 1,237,984	$ 1,379,625		$ 52,690	$ 2,617,609
5	Environmental Compliance/Mitigation/Enhancement					$ -
6	Construction Administration					$ -
7	Other Costs					$ -
8	Contingency					$ -
	Totals	$ 1,237,984	$ 1,379,625	$ -	$ 52,690	$ 2,617,609

Project 2: Bay Friendly Landscape Training Program (StopWaste.org)						
Task		Estimated Non-State Share	State Grant	Other State Funds	Required Non-State Share	Estimated Total Project Cost
1	Direct Project Administration					$ -
2	Land Purchase/Easement					$ -
3	Planning/Design/Engineering/Environmental Documentation					$ -
4	Construction/Implementation	$ 240,732	$ 230,247		$ 30,000	$ 470,979
5	Environmental Compliance/Mitigation/Enhancement					$ -
6	Construction Administration					$ -
7	Other Costs					$ -
8	Contingency					$ -
	Totals	$ 240,732	$ 230,247	$ -	$ 30,000	$ 470,979

Project 3: Weather Based Irrigation Controller Program						
Task		Estimated Non-State Share	State Grant	Other State Funds	Required Non-State Share	Estimated Total Project Cost
1	Direct Project Administration					$ -
2	Land Purchase/Easement					$ -
3	Planning/Design/Engineering/Environmental Documentation					$ -
4	Construction/Implementation	$ 532,622	$ 651,225		$ 34,636	$ 1,183,847
5	Environmental Compliance/Mitigation/Enhancement					$ -
6	Construction Administration					$ -
7	Other Costs					$ -
8	Contingency					$ -
	Totals	$ 532,622	$ 651,225	$ -	$ 34,636	$ 1,183,847

Project 4: High Efficiency Toilet & Urinal Rebate Program						
Task		Estimated Non-State Share	State Grant	Other State Funds	Required Non-State Share	Estimated Total Project Cost
1	Direct Project Administration					$ -
2	Land Purchase/Easement					$ -
3	Planning/Design/Engineering/Environmental Documentation					$ -
4	Construction/Implementation	$ 1,403,825	$ 1,747,500		$ 1,169,171	$ 3,151,325
5	Environmental Compliance/Mitigation/Enhancement					$ -
6	Construction Administration					$ -
7	Other Costs					$ -
8	Contingency					$ -
	Totals	$ 1,403,825	$ 1,747,500	$ -	$ 1,169,171	$ 3,151,325

Project 5: High Efficiency Toilet & Urinal - Direct Install Program						
Task		Estimated Non-State Share	State Grant	Other State Funds	Required Non-State Share	Estimated Total Project Cost
1	Direct Project Administration					$ -
2	Land Purchase/Easement					$ -
3	Planning/Design/Engineering/Environmental Documentation					$ -
4	Construction/Implementation	$ 1,065,725	$ 2,691,225		$ 1,065,725	$ 3,756,950
5	Environmental Compliance/Mitigation/Enhancement					$ -
6	Construction Administration					$ -
7	Other Costs					$ -
8	Contingency					$ -
	Totals	$ 1,065,725	$ 2,691,225	$ -	$ 1,065,725	$ 3,756,950

Project 6: High Efficiency Clothes Washer Rebate						
Task		Estimated Non-State Share	State Grant	Other State Funds	Required Non-State Share	Estimated Total Project Cost
1	Direct Project Administration					$ -
2	Land Purchase/Easement					$ -
3	Planning/Design/Engineering/Environmental Documentation					$ -
4	Construction/Implementation	$ 1,925,985	$ 1,920,863		$ 1,925,985	$ 3,846,848
5	Environmental Compliance/Mitigation/Enhancement					$ -
6	Construction Administration					$ -
7	Other Costs					$ -
8	Contingency					$ -
	Totals	$ 1,925,985	$ 1,920,863	$ -	$ 1,925,985	$ 3,846,848

Project 7: Napa County Rainwater Harvesting Pilot Project (Napa Co. RCD)						
Task		Estimated Non-State Share	State Grant	Other State Funds	Required Non-State Share	Estimated Total Project Cost
1	Direct Project Administration	$ 2,700	$ 9,000			$ 11,700
2	Land Purchase/Easement	$ -				$ -
3	Planning/Design/Engineering/Environmental Documentation					$ -
4	Construction/Implementation	$ 75,635	$ 241,000		$ -	$ 316,635
5	Environmental Compliance/Mitigation/Enhancement					$ -
6	Construction Administration					$ -
7	Other Costs					$ -
8	Contingency					$ -
	Totals	$ 78,335	$ 250,000	$ -	$ -	$ 328,335

Project 8: Conservation Program Administration (reporting, invoicing, disbursements, coordination by Solano CWA)						
Task		Estimated Non-State Share	State Grant	Other State Funds	Required Non-State Share	Estimated Total Project Cost
1	Direct Project Administration	$ 1,785	$ 321,000		$ 1,785	$ 322,785
2	Land Purchase/Easement					$ -
3	Planning/Design/Engineering/Environmental Documentation					$ -
4	Construction/Implementation					$ -
5	Environmental Compliance/Mitigation/Enhancement					$ -
6	Construction Administration					$ -
7	Other Costs					$ -
8	Contingency					$ -
	Totals	$ 1,785	$ 321,000	$ -	$ 1,785	$ 322,785

Project 9: CCCSD-Concord Recycled Water Pipeline (Central Contra Costa Sanitation District)						
Task		Estimated Non-State Share	State Grant	Other State Funds	Required Non-State Share	Estimated Total Project Cost
1	Direct Project Administration	$ 200,000				$ 200,000
2	Land Purchase/Easement	$ -				$ -
3	Planning/Design/Engineering/Environmental Documentation	$ 200,000	$ -			$ 200,000
4	Construction/Implementation	$ 1,870,000	$ 1,030,000	$ -	$ 1,100,000	$ 2,900,000
5	Environmental Compliance/Mitigation/Enhancement	$ -				$ -
6	Construction Administration	$ 350,000	$ -			$ 350,000
7	Other Costs	$ -				$ -
8	Contingency	$ 580,000				$ 580,000
	Totals	$ 3,200,000	$ 1,030,000	$ -	$ 1,100,000	$ 4,230,000

Project 10: Central Dublin Recycled Water Distribution and Retrofit Project (Dublin San Ramon Services District)						
Task		Estimated Non-State Share	State Grant	Other State Funds	Required Non-State Share	Estimated Total Project Cost
1	Direct Project Administration	$ 200,000				$ 200,000
2	Land Purchase/Easement	$ 120,000				$ 120,000
3	Planning/Design/Engineering/Environmental Documentation	$ 975,000			$ 600,000	$ 975,000
4	Construction/Implementation	$ 980,000	$ 1,130,000	$ -	$ 600,000	$ 2,110,000
5	Environmental Compliance/Mitigation/Enhancement	$ 60,000				$ 60,000
6	Construction Administration	$ 450,000				$ 450,000
7	Other Costs	$ 250,000				$ 250,000
8	Contingency	$ 422,000				$ 422,000
	Totals	$ 3,457,000	$ 1,130,000	$ -	$ 1,200,000	$ 4,587,000

Project 11: East Bayshore Phase 1A - Interstate 80 Pipeline (East Bay Municipal Utility District)						
Task		Estimated Non-State Share	State Grant	Other State Funds	Required Non-State Share	Estimated Total Project Cost
1	Direct Project Administration	$ 153,000				$ 153,000
2	Land Purchase/Easement	$ 153,000				$ 153,000
3	Planning/Design/Engineering/Environmental Documentation	$ 316,000	$ -		$ 300,000	$ 316,000
4	Construction/Implementation	$ 469,000	$ 741,000		$ 300,000	$ 1,210,000
5	Environmental Compliance/Mitigation/Enhancement	$ -				$ -
6	Construction Administration	$ 153,000	$ -			$ 153,000
7	Other Costs	$ -				$ -
8	Contingency	$ 167,000				$ 167,000
	Totals	$ 1,411,000	$ 741,000	$ -	$ 600,000	$ 2,152,000

Project 12: Novato North Service Area Project (Novato Sanitary District and NMWD)						
Task		Estimated Non-State Share	State Grant	Other State Funds	Required Non-State Share	Estimated Total Project Cost
1	Direct Project Administration	$ 315,000				$ 315,000
2	Land Purchase/Easement	$ -				$ -
3	Planning/Design/Engineering/Environmental Documentation	$ 1,123,000	$ -		$ 500,000	$ 1,123,000
4	Construction/Implementation/Env.Mitigation/Enhancement	$ 7,321,000	$ 625,000		$ 2,400,000	$ 7,946,000
5	Environmental Compliance/Mitigation/Enhancement	$ 222,000				$ 222,000
6	Construction Administration	$ 917,000	$ -			$ 917,000
7	Other Costs	$ -				$ -
8	Contingency	$ 869,000				$ 869,000
	Totals	$ 10,767,000	$ 625,000	$ -	$ 2,900,000	$ 11,392,000

Project 13: Novato South Service Area - Hamilton Field, Stage 1 Project (Las Gallinas Valley Sanitation District and NMWD)						
Task		Estimated Non-State Share	State Grant	Other State Funds	Required Non-State Share	Estimated Total Project Cost
1	Direct Project Administration	$ 202,000				$ 202,000
2	Land Purchase/Easement	$ -				$ -
3	Planning/Design/Engineering/Environmental Documentation	$ 857,000			$ 600,000	$ 857,000
4	Construction/Implementation/Env.Mitigation/Enhancement	$ 10,286,111	$ 625,000		$ 3,000,000	$ 10,911,111
5	Environmental Compliance/Mitigation/Enhancement	$ 100,000				$ 100,000
6	Construction Administration	$ 1,282,000				$ 1,282,000
7	Other Costs	$ -				$ -
8	Contingency	$ 990,000				$ 990,000
	Totals	$ 13,717,111	$ 625,000	$ -	$ 3,600,000	$ 14,342,111

Project 14: Napa State Hospital Pipeline Construction Stage 1 Project (Napa Sanitation District)						
		Estimated Non-State Share	State Grant	Other State Funds	Required Non-State Share	Estimated Total Project Cost
1	Direct Project Administration	$ 77,000				$ 77,000
2	Land Purchase/Easement	$ 12,000				$ 12,000
3	Planning/Design/Engineering/Environmental Documentation	$ 1,000				$ 1,000
4	Construction/Implementation	$ 1,435,000	$ 625,000		$ 800,000	$ 2,060,000
5	Environmental Compliance/Mitigation/Enhancement	$ 25,000				$ 25,000
6	Construction Administration	$ 475,000				$ 475,000
7	Other Costs	$ -				$ -
8	Contingency	$ 407,000				$ 407,000
	Totals	$ 2,432,000	$ 625,000	$ -	$ 800,000	$ 3,057,000

Project 15: Sonoma Valley Recycled Water Project, Stage 1 (Sonoma Valley County Sanitation District)						
Task		Estimated Non-State Share	State Grant	Other State Funds	Required Non-State Share	Estimated Total Project Cost
1	Direct Project Administration	$ 100,000				$ 100,000
2	Land Purchase/Easement	$ 380,000				$ 380,000
3	Planning/Design/Engineering/Environmental Documentation	$ 1,000,000	$ -			$ 1,000,000
4	Construction/Implementation	$ 2,775,000	$ 625,000	$ -	$ 1,300,000	$ 3,400,000
5	Environmental Compliance/Mitigation/Enhancement	$ 20,000				$ 20,000
6	Construction Administration	$ 100,000	$ -			$ 100,000
7	Other Costs	$ -				$ -
8	Contingency	$ -				$ -
	Totals	$ 4,375,000	$ 625,000	$ -	$ 1,300,000	$ 5,000,000

Project 16: Harding Park Recycled Water Project (San Francisco Public Utilities Commission)						
Task		Estimated Non-State Share	State Grant	Other State Funds	Required Non-State Share	Estimated Total Project Cost
1	Direct Project Administration	$ 106,000			$ -	$ 106,000
2	Land Purchase/Easement	$ -				$ -
3	Planning/Design/Engineering/Environmental Documentation	$ 691,000	$ -		$ 300,000	$ 691,000
4	Construction/Implementation	$ 3,000,000	$ 2,114,000		$ 2,000,000	$ 5,114,000
5	Environmental Compliance/Mitigation/Enhancement	$ -				$ -
6	Construction Administration	$ 1,525,000	$ -			$ 1,525,000
7	Other Costs	$ -				$ -
8	Contingency	$ -				$ -
	Totals	$ 5,322,000	$ 2,114,000	$ -	$ 2,300,000	$ 7,436,000

Project 17: South Bay Recycled Water Advanced Treatment Facility, Reverse Osmosis (Santa Clara Valley Water District)						
Task		Estimated Non-State Share	State Grant	Other State Funds	Required Non-State Share	Estimated Total Project Cost
1	Direct Project Administration	$16,250				$ 16,250
2	Land Purchase/Easement	$0	$ -			$ -
3	Planning/Design/Engineering/Environmental Documentation	$195,000				$ 195,000
4	Construction/Implementation	$4,455,450	$ 2,485,000		$4,455,446	$ 6,940,450
5	Environmental Compliance/Mitigation/Enhancement	$200,000				$ 200,000
6	Construction Administration	$325,000				$ 325,000
7	Other Costs	$0				$ -
8	Contingency		$ -			$ -
	Totals	$ 5,191,700	$ 2,485,000	$ -	$ 4,455,446	$ 7,676,700

Project 18: Sears Point Wetland and Watershed Restoration Project (State Coastal Conservancy)						
Task		Estimated Non-State Share	State Grant	Other State Funds	Required Non-State Share	Estimated Total Project Cost
1	Direct Project Administration	$ 38,750	$ 82,000	$ 166,270		$ 287,020
2	Land Purchase/Easement	$ -				$ -
3	Planning/Design/Engineering/Environmental Documentation	$ 15,000	$ -	$ 1,188,340		$ 1,203,340
4	Construction/Implementation	$ 7,157,207	$ 997,000	$ 5,046,193	$ 4,280,000	$ 13,200,400
5	Environmental Compliance/Mitigation/Enhancement	$ 250,000		$ 250,000		$ 500,000
6	Construction Administration	$ 196,845	$ 186,000	$ 134,720		$ 517,565
7	Other Costs	$ -				$ -
8	Contingency	$ 918,569		$ 453,227		$ 1,371,796
	Totals	$ 8,576,371	$ 1,265,000	$ 7,238,750	$ 4,280,000	$ 17,080,121

Project 19: Bair Island Restoration Project (State Coastal Conservancy)						
Task		Estimated Non-State Share	State Grant	Other State Funds	Required Non-State Share	Estimated Total Project Cost
1	Direct Project Administration	$ -	$ 71,970			$ 71,970
2	Land Purchase/Easement	$ -				$ -
3	Planning/Design/Engineering/Environmental Documentation	$ 181,330	$ -		$ 180,000	$ 181,330
4	Construction/Implementation	$ 778,686	$ 1,079,394		$ 570,000	$ 1,858,080
5	Environmental Compliance/Mitigation/Enhancement	$ 500,000				$ 500,000
6	Construction Administration	$ 257,164	$ 113,636			$ 370,800
7	Other Costs					$ -
8	Contingency					$ -
	Totals	$ 1,717,180	$ 1,265,000	$ -	$ 750,000	$ 2,982,180

Project 20: South Bay Salt Pond 16A/17 Habitat Restoration (State Coastal Conservancy)						
Task		Estimated Non-State Share	State Grant	Other State Funds	Required Non-State Share	Estimated Total Project Cost
1	Direct Project Administration	$ 24,919	$ 67,500	$ 34,918		$ 127,337
2	Land Purchase/Easement	$ -				$ -
3	Planning/Design/Engineering/Environmental Documentation	$ 746,000		$ 25,000	$ 400,000	$ 771,000
4	Construction/Implementation	$ 4,254,081	$ 1,197,500	$ 600,000	$ 1,500,000	$ 6,051,581
5	Environmental Compliance/Mitigation/Enhancement	$ 100,000				$ 100,000
6	Construction Administration	$ 500,000				$ 500,000
7	Other Costs					$ -
8	Contingency					$ -
	Totals	$ 5,625,000	$ 1,265,000	$ 659,918	$ 1,900,000	$ 7,549,918

Project 21: Regional Green Infrastructure Project (S.F. Esturary Partnership [SFEP])						
Task		Estimated Non-State Share	State Grant	Other State Funds	Required Non-State Share	Estimated Total Project Cost
1	Direct Project Administration		$ 248,880			$ 248,880
2	Land Purchase/Easement	$ -				$ -
3	Planning/Design/Engineering/Environmental Documentation	$ 300,378	$ 116,575		$ 300,000	$ 416,953
4	Construction/Implementation	$ 1,745,000	$ 1,480,666		$ -	$ 3,225,666
5	Environmental Compliance/Mitigation/Enhancement	$ -				$ -
6	Construction Administration	$ -	$ 469,760			$ 469,760
7	Other Costs	$ -				$ -
8	Contingency	$ 120,000	$ -			$ 120,000
	Totals	$ 2,165,378	$ 2,315,881	$ -	$ 300,000	$ 4,481,259

Project 22: Hacienda Avenue Green Street Improvement (SFEP / City of Campbell)						
Task		Estimated Non-State Share	State Grant	Other State Funds	Required Non-State Share	Estimated Total Project Cost
1	Direct Project Administration	$ 4,248	$ 18,690			$ 22,938
2	Land Purchase/Easement	$ -				$ -
3	Planning/Design/Engineering/Environmental Documentation	$ 53,000	$ 212,000			$ 265,000
4	Construction/Implementation	$ 2,268,426	$ 1,499,080		$ 1,200,000	$ 3,767,506
5	Environmental Compliance/Mitigation/Enhancement	$ -				$ -
6	Construction Administration	$ 52,750	$ 211,000			$ 263,750
7	Other Costs	$ 14,808	$ 59,230			$ 74,038
8	Contingency	$ 239,323	$ -			$ 239,323
	Totals	$ 2,632,555	$ 2,000,000	$ -	$ 1,200,000	$ 4,632,555

Project 23: Watershed Partership Technical Assistance (S.F. Estuary Partnership)						
Task		Estimated Non-State Share	State Grant	Other State Funds	Required Non-State Share	Estimated Total Project Cost
1	Direct Project Administration					$ -
2	Land Purchase/Easement					$ -
3	Planning/Design/Engineering/Environmental Documentation					$ -
4	Construction/Implementation	$ 50,000	$ 150,000		$ 50,000	$ 200,000
5	Environmental Compliance/Mitigation/Enhancement					$ -
6	Construction Administration					$ -
7	Other Costs					$ -
8	Contingency					$ -
	Totals	$ 50,000	$ 150,000	$ -	$ 50,000	$ 200,000

Project 24: Stream Restoration with Schools in DACs of the North Bay (Pt. Reyes Bird Observatory)						
Task		Estimated Non-State Share	State Grant	Other State Funds	Required Non-State Share	Estimated Total Project Cost
1	Direct Project Administration		$ 24,897			$ 24,897
2	Land Purchase/Easement					$ -
3	Planning/Design/Engineering/Environmental Documentation		$ 30,358			$ 30,358
4	Construction/Implementation	$ 65,000	$ 144,721		$ 65,000	$ 209,721
5	Environmental Compliance/Mitigation/Enhancement					$ -
6	Construction Administration					$ -
7	Other Costs					$ -
8	Contingency					$ -
	Totals	$ 65,000	$ 199,976	$ -	$ 65,000	$ 264,976

Project 25: Flood Infrastructure Mapping and Communication Tool (S.F. Estuary Institute)						
Task		Estimated Non-State Share	State Grant	Other State Funds	Required Non-State Share	Estimated Total Project Cost
1	Direct Project Administration		$ 30,920			$ 30,920
2	Land Purchase/Easement					$ -
3	Planning/Design/Engineering/Environmental Documentation		$ 11,087			$ 11,087
4	Construction/Implementation	$ 185,000	$ 612,994		$ 185,000	$ 797,994
5	Environmental Compliance/Mitigation/Enhancement					$ -
6	Construction Administration					$ -
7	Other Costs					$ -
8	Contingency					$ -
	Totals	$ 185,000	$ 655,000	$ -	$ 185,000	$ 840,000

Project 26: Storm Water Improvements and Flood Reduction Strategies Pilot Project in Bay Point (Watershed Project)						
Task		Estimated Non-State Share	State Grant	Other State Funds	Required Non-State Share	Estimated Total Project Cost
1	Direct Project Administration		$ 7,990			$ 7,990
2	Land Purchase/Easement					$ -
3	Planning/Design/Engineering/Environmental Documentation					$ -
4	Construction/Implementation	$ 3,000	$ 152,010		$ 3,000	$ 155,010
5	Environmental Compliance/Mitigation/Enhancement					$ -
6	Construction Administration					$ -
7	Other Costs					$ -
8	Contingency					$ -
	Totals	$ 3,000	$ 160,000	$ -	$ 3,000	$ 163,000

Project 27: Richmond Shoreline and San Pablo Flood Project (Urban Tilth)						
Task		Estimated Non-State Share	State Grant	Other State Funds	Required Non-State Share	Estimated Total Project Cost
1	Direct Project Administration		$ 4,250			$ 4,250
2	Land Purchase/Easement					$ -
3	Planning/Design/Engineering/Environmental Documentation	$ 54,333	$ 80,750		$ 54,333	$ 135,083
4	Construction/Implementation/Env.Mitigation/Enhancement	$ 80,656			$ 80,656	$ 80,656
5	Environmental Compliance/Mitigation/Enhancement					$ -
6	Construction Administration					$ -
7	Other Costs					$ -
8	Contingency					$ -
	Totals	$ 134,989	$ 85,000	$ -	$ 134,989	$ 219,989

Project 28: Pescadero Integrated Flood Reduction & Habitat Enhancement Project (San Mateo Co. RCD)						
Task		Estimated Non-State Share	State Grant	Other State Funds	Required Non-State Share	Estimated Total Project Cost
1	Direct Project Administration		$ 47,460			$ 47,460
2	Land Purchase/Easement					$ -
3	Planning/Design/Engineering/Environmental Documentation	$ 3,840	$ 58,500		$ 3,840	$ 62,340
4	Construction/Implementation/Env.Mitigation/Enhancement	$ 32,940	$ 113,350		$ 32,940	$ 146,290
5	Environmental Compliance/Mitigation/Enhancement					$ -
6	Construction Administration					$ -
7	Other Costs					$ -
8	Contingency					$ -
	Totals	$ 36,780	$ 219,310	$ -	$ 36,780	$ 256,090

Project 29: Floodplain Restoration Guidance and Watershed Restoration in San Francisquito Creek (Comm. for Green Foothills)						
Task		Estimated Non-State Share	State Grant	Other State Funds	Required Non-State Share	Estimated Total Project Cost
1	Direct Project Administration		$ 11,500			$ 11,500
2	Land Purchase/Easement					$ -
3	Planning/Design/Engineering/Environmental Documentation	$ 27,000	$ 202,200		$ 27,000	$ 229,200
4	Construction/Implementation	$ 35,000	$ 16,300		$ 35,000	$ 51,300
5	Environmental Compliance/Mitigation/Enhancement					$ -
6	Construction Administration					$ -
7	Other Costs					$ -
8	Contingency					$ -
	Totals	$ 62,000	$ 230,000	$ -	$ 62,000	$ 292,000

Project 30: S.F. Estuary Steelhead Monitoring, Indicator for Restoration Success (Center for Ecosystem Mgt & Restoration)						
Task		Estimated Non-State Share	State Grant	Other State Funds	Required Non-State Share	Estimated Total Project Cost
1	Direct Project Administration		$ 18,908			$ 18,908
2	Land Purchase/Easement					$ -
3	Planning/Design/Engineering/Environmental Documentation	$ 38,059			$ 38,059	$ 38,059
4	Construction/Implementation	$ 82,312	$ 359,258		$ 82,312	$ 441,570
5	Environmental Compliance/Mitigation/Enhancement					$ -
6	Construction Administration					$ -
7	Other Costs					$ -
8	Contingency					$ -
	Totals	$ 120,371	$ 378,166	$ -	$ 120,371	$ 498,537

Project 31: Watershed Program Administration (SFEP - Reporting, Invoicing, Disbursements and Coordination)						
Task		Estimated Non-State Share	State Grant	Other State Funds	Required Non-State Share	Estimated Total Project Cost
1	Direct Project Administration		$ 123,574			$ 123,574
2	Land Purchase/Easement					$ -
3	Planning/Design/Engineering/Environmental Documentation					$ -
4	Construction/Implementation					$ -
5	Environmental Compliance/Mitigation/Enhancement					$ -
6	Construction Administration					$ -
7	Other Costs					$ -
8	Contingency					$ -
	Totals	$ -	$ 123,574	$ -	$ -	$ 123,574

Project 32: Grant Administration (Bay Area Clean Water Agencies)						
Task		Estimated Non-State Share	State Grant	Other State Funds	Required Non-State Share	Estimated Total Project Cost
1	Direct Project Administration					
2	Land Purchase/Easement	$ -				$ -
3	Planning/Design/Engineering/Environmental Documentation	$ -	$ -			$ -
4	Construction/Implementation	$ 130,000	$ 590,000	$ 50,000	$ 108,000	$ 770,000
5	Environmental Compliance/Mitigation/Enhancement	$ -				$ -
6	Construction Administration	$ -	$ -			$ -
7	Other Costs	$ -				$ -
8	Contingency	$ -				$ -
	Totals	$ 130,000	$ 590,000	$ 50,000	$ 108,000	$ 770,000

EXHIBIT D
STANDARD CONDITIONS

D.1 ACCOUNTING AND DEPOSIT OF GRANT DISBURSEMENT:

a) **SEPARATE ACCOUNTING OF GRANT DISBURSEMENT 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) **REMITTANCE OF UNEXPENDED FUNDS:** Grantee, within a period of sixty (60) calendar days from the final disbursement from State to Grantee of grant funds, shall remit to State any unexpended funds that were disbursed to Grantee under this Grant Agreement and were not needed to pay Eligible Project Costs.

D.2 ACKNOWLEDGEMENT OF CREDIT: Grantee shall include appropriate acknowledgement of credit to the State and to all cost-sharing partners for their support when promoting the Project or using any data and/or information developed under this Grant Agreement. During construction of the Project, Grantee shall install a sign at a prominent location which shall include a statement that the Project is financed under the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, administered by State of California, Department of Water Resources. Grantee shall notify State that the sign has been erected by providing them with a site map with the sign location noted and a photograph of the sign.

D.3 AMENDMENT: No amendment or variation of the terms of this Grant 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 Grant Agreement is binding on any of the parties. For guidance on the Amendment Requirements see Exhibit H.

D.4 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., 12101 *et seq.*), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

D.5 AUDITS: State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Grantee to conduct a final audit, at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may take any action it deems necessary to protect its interests.

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

years after Project completion. See Exhibit H for a listing of documents/records that State Auditors would need to review in the event of a grant being audited.

D.6 BUDGET CONTINGENCY: LIMIT ON STATE FUNDS. Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 is subject to the availability of funds including any mandates from the Department of Finance, the Pooled Money Investment Board or any other state authority. The State will not make payments of any kind, including advances or reimbursements, until funding is made available by the State Treasurer.

D.7 CHILD SUPPORT COMPLIANCE ACT: For any Grant Agreement in excess of $100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:

a) The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
b) The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

D.8 COMPETITIVE BIDDING AND PROCUREMENTS: 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 with funds provided by State under this Grant Agreement.

D.9 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 Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

D.10 CONFLICT OF INTEREST

a) **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
b) **Former State Employee:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

D.11 DELIVERY OF INFORMATION, REPORTS, AND DATA: The Grantee agrees to expeditiously provide, during work on the Project and throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by the State.

D.12 DISPOSITION OF EQUIPMENT: Grantee shall provide to State, not less than 30 days prior to submission of the final project invoice, a final inventory list of equipment purchased with grant funds provided by State. Grantee shall consult with State on the scope of the inventory not less than 60 days prior to the submission of the final project invoice. The inventory shall include all items with a current estimated fair market value of more than $5,000 per item. Within 60 days of receipt of such inventory, State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.

D.13 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 Director, Department of Water Resources, within thirty (30) calendar 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.14 DRUG-FREE WORKPLACE CERTIFICATION

Certification of Compliance: By signing this Grant Agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 *et seq.*) and have or will provide a drug-free workplace by taking the following actions:

a) Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code Section 8355(a).

b) Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(b) to inform employees, contractors, or subcontractors about all of the following:
    1. The dangers of drug abuse in the workplace,
    2. Grantee'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, contractors, and subcontractors for drug abuse violations.

c) Provide as required by Government Code Sections 8355(c), that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
    1. Will receive a copy of Grantee's drug-free policy statement, and
    2. Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.

D.15 FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED CIVIL ENGINEER: Upon completion of a construction project and as determined by State, Grantee shall provide for a final inspection and certification by a California Registered Civil Engineer that the project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement and to the State's satisfaction.

D.16 GOVERNING LAW: This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

D.17 GRANTEE COMMITMENTS: Grantee accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Funding Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Funding Recipient in the application, documents, amendments, and communications filed in support of its request for California Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Act of 2006 financing.

D.18 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 Grant 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 Grant Agreement.

D.19 INDEPENDENT CAPACITY: Grantee, and the agents and employees of Grantee, if any, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.

D.20 INSPECTIONS: State shall have the right to inspect the work being performed at any and all reasonable times, providing a minimum of a 24-hour notice, during the term of the Grant Agreement. This right shall extend to any local project sponsor, subagreements, and Grantee shall include provisions ensuring such access in all its contracts or sub-contractors entered into pursuant to its Grant Agreement with State. Grantee acknowledges that Project documents may be subject to the Public Records Act (California Government Code Section 6250 et. seq.). State shall have the right to inspect these documents at any and all reasonable times after completion of the Project to ensure compliance with the terms and conditions of this Grant Agreement. During regular office hours, State shall have the right to inspect and to make copies of any books, records, or reports of the Grantee relating to this Grant Agreement. Grantee shall maintain and shall make available at all times for such inspection accurate records of 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.21 NONDISCRIMINATION: During the performance of this Grant Agreement, Grantee and its contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Grantee and contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and 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 there under (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 Grant 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 under the Grant Agreement.

D.22 NO THIRD PARTY RIGHTS: The parties to this Grant Agreement do not intend to 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.

D.23 OPINIONS AND DETERMINATIONS: The parties agree that review or approval of any IRWM Program applications, documents, permits, plans and specifications or other program information by the State 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 IRWM Program.

D.24 PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS. Grantee shall be responsible for obtaining any and all permits, licenses, and approvals required for performing its obligations under this Grant Agreement. Grantee shall comply with the California Environmental Quality Act (PRC Section 21000 *et seq.*) and other applicable federal, State, and local laws, rules, and regulations, guidelines, and requirements prior to disbursement of funds under this Grant Agreement.

Without limiting the foregoing, Funding Recipient shall keep informed of and take all measures necessary to ensure compliance with California Labor Code requirements, including but not limited to Section 1720 *et seq.* of the California Labor Code regarding public works, limitations on use of volunteer labor (California Labor Code Section 1720.4), labor compliance programs (California Labor Code Section 1771.5), and payment of prevailing wages for work done under this Funding Agreement. Pursuant to the provisions of Proposition 84, the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, Cal. Pub. Res. Code § 75076 *et seq.*, the Local Project Sponsor shall require that the body awarding a contract for any public works project funded by the State Grant must have a labor compliance program that meets the requirements of California Labor Code Section 1771.5must have a labor compliance program that meets the requirements of California Labor Code Section 1771.5.

D.25 PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION: Grantee and Local Project Sponsors 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 IRWM Program acquired with funds under this Grant Agreement without prior permission of State. Grantee and Local Project Sponsors shall not take any action concerning the performance of this Grant Agreement, 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. State may require that the proceeds from the disposition of any real or personal property acquired with funds disbursed under this Grant Agreement be remitted to State.

D.26 REMEDIES, COSTS, AND ATTORNEY FEES: The Grantee agrees that any remedy provided in this Grant Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the State as a result of breach of this Grant Agreement by the Grantee, whether such breach occurs before or after completion of the Project, and exercise of any remedy provided by this Grant Agreement by the State shall not preclude the State from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Grant Agreement, it is agreed that the prevailing party shall be entitled to such reasonable costs and/or attorney fees as may be ordered by the court entertaining such litigation.

D.27 RETENTION: Notwithstanding any other provision of this Grant Agreement, State shall, for each project, withhold five percent (5.0%) until January 1, 2016 and ten percent (10.0%), thereafter, of the funds requested by Grantee for reimbursement of Eligible Costs. Each project in this Grant Agreement will be eligible to release its respective retention when that project is completed and Grantee has met requirements of Paragraph 17, "Submissions of Reports" as follows. At such time as the "Project Completion Report" required under Paragraph 17 is submitted to and approved by State, State shall disburse the retained funds as to that project to Grantee, except in the case of the last project to be completed under this Grant Agreement, in which case retention for such project will not be disbursed until the "Grant Completion Report" is submitted to and approved by State.

D.28 RIGHTS IN DATA: To the extent permitted by law, 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 Grant 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 Grant Agreement, subject to appropriate acknowledgement of credit to the State for financial support. The Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so.

D.29 SEVERABILITY OF UNENFORCEABLE PROVISION: If any provision of this Grant Agreement is held invalid or unenforceable by a court of final jurisdiction, all other provisions of this Grant Agreement shall be construed to remain fully valid, enforceable, and binding on the parties.

D.30 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 is for administrative purposes only and does not relieve the Grantee or Local Project Sponsors of their responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the Project. To the extent permitted by law, the Grantee and Local Project Sponsors agree to indemnify, defend and hold harmless the State and the State against any loss or liability arising out of any claim or action brought against 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:

a) 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;
b) Performing any of the terms contained in this Grant Agreement or any related document;
c) 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 CWC Section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the natural water system; or

d) 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 Grant Agreement. Grantee agrees to pay and discharge any judgment or award entered or made against 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 the Grant Agreement.

D.31 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 by State and made subject to such reasonable terms and conditions as State may impose.

D.32 TIMELINESS: Time is of the essence in this Grant Agreement.

D.33 TRAVEL: Grantee agrees that travel and per diem costs shall NOT be eligible for reimbursement with State funds, and shall NOT be eligible for computing Grantee cost match. Travel includes the costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Grant Agreement.

D.34 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.

EXHIBIT E
REPORT FORMAT AND REQUIREMENTS

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

QUARTERLY PROGRESS REPORT

Grantee shall submit Quarterly Progress Reports on a consistent basis to meet the State's requirement for disbursement of funds. The quarterly progress report should describe the work performed during the reporting period. For each project, describe the work performed including:

CONTINUING ELIGIBILITY

- For Urban Water Suppliers who have not submitted a complete Urban Water Management Plan, the status of the plan development and submittal.
- A brief summary of the status of adoption of an IRWM Plan that complies with Part 2.2 of Division 6 of the CWC commencing with Section 10530.
- In areas that receive water supplied from the Sacramento-San Joaquin Delta, the IRWM Plan must reduce dependence on the Sacramento-San Joaquin Delta for water supply (SB 855 (Stats. 2010) Section 31(c)(1)(B)).
- Discuss the reasonable and feasible efforts to engage DAC into your IRWM efforts in regards to planning and projects that support their critical water supply or water quality needs.
- An update on efforts to adopt a Groundwater Management Plan.
- Upon adoption of IRWM Plan, submit an electronic copy with progress report.

PROJECT INFORMATION (INCLUDE ANY OF THE BELOW THAT WERE APPLICABLE DURING THE REPORTING PERIOD)

- Legal matters.
- Engineering matters.
- Environmental matters.
- Status of permits, easements, rights-of-way, and approvals as may be required by other State, federal, and/or local agencies.
- Major accomplishments during the quarter (i.e. tasks completed, milestones met, meetings held or attended, press releases, etc).
- Discussion of data submittal effort(s) for the previous quarter, including a description of the data submitted and date(s) of submittal.
- Issues/concerns that have, will, or could affect the schedule or budget, with a recommendation on how to correct the matter.
- Description of any differences between the work performed and the work outlined in the project work plans.
- Description of any efforts to update IRWM Plan to obligations listed in Paragraph 12, "Continuing Eligibility, if applicable."

COST INFORMATION

- Provide a List showing all costs incurred during the quarter by the grantee, the Local Project Sponsor overseeing the work, and each contractor working on the project. The list should include for all non-construction, or implementation costs, (i.e., design, and admin charges) the hours per task worked on during the quarter for above personnel.
- A discussion on how the actual budget is progressing in comparison to the project budget included in the Work Plan.
- A revised budget, including an explanation of why the revisions were necessary, by task, if changed from latest budget shown in Appendix C, Budget. Note, a revised budget may require an official amendment to the Agreement before it is accepted as final.

SCHEDULE INFORMATION

- A schedule showing actual progress versus planned progress as shown in Exhibit B.
- A discussion on how the actual schedule is progressing in comparison to the schedule in Exhibit B.
- A revised schedule, by task, if changed from latest schedule in Exhibit B. Note, a revised schedule may require an official amendment to the Agreement before it is accepted as final.

ANTICIPATED ACTIVITIES NEXT QUARTER

- Provide a description of anticipated activities for the next quarterly reporting period.

PROJECT COMPLETION REPORT

A Project Completion Report is required for each project identified in the Work Plan, Exhibit A. This report will include the following Sections:

EXECUTIVE SUMMARY

The Executive Summary consists of a maximum of ten (10) pages summarizing project information (see report status section below for topics). The Executive Summary should include the following:

- Brief description of work proposed to be done in the original Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 IRWM Implementation Grant application.
- Description of actual work completed and any deviations from the work plan identified in the Grant Agreement. List any official amendments to the Agreement, with a short description of the amendment
- Describe the mechanism or process that allows for continued performance monitoring of the projects in meeting the objectives of the IRWM Plan.

REPORTS AND/OR PRODUCTS

- Provide a copy of any final technical report or study, produced for this project as described in the Work Plan, if applicable.
- Provide a map and shapefile(s) showing the location of the completed project. A description of the geographic projection and datum used for the shapefile must be submitted with the shapefile (a NAD '83 datum and either a UTM 10 or UTM 11 projection, dependent on the project's location in the state, should be utilized).
- If any wells were constructed as part of the project, provide the following information: well logs; borehole geophysical logs; state well number; site information to include horizontal (NAD '83) and vertical (NAVD '88) datum to be determined within 0.5 feet.
- Provide an electronic copy of any as-built plans (media: CD-ROM; PDF format).
- Provide copies of any data collected along with location maps.
- If applicable, describe the findings of any study and whether the study determined the engineering, hydrologic, hydrogeologic, environmental, economic and financial feasibility of the project.
- If applicable, a discussion of the critical water supply or water quality benefits to DAC as part of this Grant Agreement.

COST & DISPOSITION OF FUNDS INFORMATION

- A list of invoices showing:
  - The date each invoice was submitted to State.
  - The amount of the invoice.
  - The date the check was received.

  - The amount of the check (If a check has not been received for the final invoice, then state this in this section).
- A spreadsheet summary of the original budget costs by task versus the final project costs

- A summary of final funds disbursement including:
  - Labor cost of personnel of agency/ major consultant /sub-consultants (Indicate personnel, hours, rates, type of profession and reason for consultant, i.e., design, CEQA work, etc).
  - Construction cost information, shown by material, equipment, labor costs, and change orders.
  - Any other incurred cost detail.
  - A statement verifying separate accounting of grant disbursements.
- Summary of project cost including:
  - Accounting of the cost of project expenditure.
  - Include all internal and external costs not previously disclosed.
  - A discussion of factors that positively or negatively affected the project cost and any deviation from the original project cost estimate.

ADDITIONAL INFORMATION

- Benefits derived from the project, with quantification of such benefits provided, if applicable.
- A final project schedule showing actual progress verse planned progress.
- Certification from a California Registered Civil Engineer that the project was conducted in accordance with the approved work plan and any approved modifications thereto.
- Submittal schedule for the Post Performance Report and an outline of the proposed reporting format.

GRANT COMPLETION REPORT

The Grant Completion Report shall generally use the following format. This format may be modified as necessary to effectively communicate information on the various projects in the IRWM Program funded by this Grant Agreement, and includes the following:

EXECUTIVE SUMMARY

The Executive Summary consists of a maximum of twenty (20) pages summarizing information for the grant as well as the individual projects.

REPORTS AND/OR PRODUCTS

- Summary of the regional priorities, objectives, and water management strategies of the IRWM Plan.
- Brief comparison of work proposed in the original Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 IRWM Implementation Grant application and actual work done.
- Brief description of the projects completed and how they will further the goals identified in the Agency's final approved IRWM Plan.
- Describe how the implemented projects will meet the regional priorities identified in the final approved IRWM Plan and how the projects contribute to regional integration.
- Identify remaining work and mechanism for their implementation.
- Identify any changes to the IRWM Plan as result of project implementation.
- Short description of the two year IRWM Plan update and the date when the updated Plan was submitted to DWR.
- If applicable, a short discussion on how the IRWM Plan will assist in reducing dependence on Delta water supplies.
- A discussion of the critical water supply or water quality benefits to DAC as part of this Grant Agreement

COST & DISPOSITION OF FUNDS INFORMATION

- A summary of final funds disbursement for each project.

ADDITIONAL INFORMATION

- A final schedule showing individual project's actual progress duration verse planned progress.
- Certification from a California Registered Civil Engineer that the Program was conducted in accordance with the approved work plan and any approved modifications thereto. Discussion of the synergies of the completed projects, including the integration of project benefits and a comparison of actual benefits versus those discussed in the original proposal.
- Submittal schedule for the Post Performance Reports for each of the projects in this Grant Agreement.

POST-PERFORMANCE REPORT

Post Performance Report is required annually for every project for a period of 10 years beginning after the first year of operation, and includes the following:

REPORTS AND/OR PRODUCTS

- Time period of the annual report, i.e., Oct 2014 through September 2015.
- Short project description.
- Brief discussion of the project benefits to water quality, water supply, and the environment.
- An assessment of any explanations for any differences between the expected versus actual project benefits in meeting IRWM priorities as stated in the original IRWM Implementation Grant application. Where applicable, the reporting should include quantitative metrics, i.e., new acre-feet of water produced that year, acres of wildlife habitat added, etc.
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
- Continued reporting on meeting the Output Indicators and Targets discussed in the Project Monitoring Plan discussed in Paragraph 22 of this Grant Agreement.
- Any additional information relevant to or generated by the continued operation of the project.

ELECTRONIC REPORT FORMATTING

Grantee agrees that work funded under this Grant Agreement will be provided in an electronic format to State. Electronic submittal of final reports, plans, studies, data, and other work performed under this grant shall be as follows:

- Text preferably in MS WORD or text PDF format.
- Files generally less than 10 MB in size.
- Files named so that the public can determine their content. For example, file naming of reports must have the title and, if subdivided into smaller sized files, the chapter number/letter and names in the report Table of Content (TOC); files of maps, figures, and tables by number/letter as referenced in the TOC; well logs files with DWR-required naming convention; and Appendix number/letter and named in the TOC.
- For projects involving a modeling component, grantee shall provide the major input data files, parameters, calibration statistics, output files, and other information requested by State's Project Manager.

EXHIBIT F
LOCAL PROJECT SPONSORS

Local Sponsor Agency Designations		
Sponsored Project	Sponsor Agency	Agency Address
Project 1 - Water Efficient Landscape Rebate Program	Solano County Water Agency/Partner Agencies	Solano County Water Agency 810 Vaca Valley Prkwy, Ste. 203 Vacaville, CA 95688
Project 2 - Bay Friendly Landscape Training Program	Solano County Water Agency/StopWaste.org	Solano County Water Agency 810 Vaca Valley Prkwy, Ste. 203 Vacaville, CA 95688
Project 3 – Weather Based Irrigation Controller Program	Solano County Water Agency/Partner Agencies	Solano County Water Agency 810 Vaca Valley Prkwy, Ste. 203 Vacaville, CA 95688
Project 4 – High Efficiency Toilet & Urinal Rebate Program	Solano County Water Agency/Partner Agencies	Solano County Water Agency 810 Vaca Valley Prkwy, Ste. 203 Vacaville, CA 95688
Project 5 – High Efficiency Toilet & Urinal – Direct Install Program	Solano County Water Agency/Partner Agencies	Solano County Water Agency 810 Vaca Valley Prkwy, Ste. 203 Vacaville, CA 95688
Project 6 – High Efficiency Clothes Washer Rebate	Solano County Water Agency/Partner Agencies	Solano County Water Agency 810 Vaca Valley Prkwy, Ste. 203 Vacaville, CA 95688
Project 7 – Napa County Rainwater Harvesting Project	Solano County Water Agency/Napa County Resource Conservation Disctrict	Solano County Water Agency 810 Vaca Valley Prkwy, Ste. 203 Vacaville, CA 95688
Project 8 – Conservation Program Administration (8 elements)	Solano County Water Agency/Partner Agencies	Solano County Water Agency 810 Vaca Valley Prkwy, Ste. 203 Vacaville, CA 95688
Project 9 – CCCSD-Concord Recycled Water Pipeline	Central Contra Costa Sanitary District	Central Contra Costa Sanitary District 5019 Imhoff Place Martinez, CA 94553
Project 10 – Central Dublin Recycled Water Distribution and Retrofit Project	Dublin San Ramon Services District	Dublin San Ramon Services District 7051 Dublin Blvd. Dublin, CA 94568
Project 11 – East Bayshore Phase 1A – Interstate 80 Pipeline	East Bay Municipal Utility District	East Bay Municipal Utility District 375 Eleventh Street Oakland, CA 94607
Project 12 – Novato North Service Area Project	Novato Sanitary District and NMWD	Novato Sanitary District 500 Davidson Street Novato, CA 94945
Project 13 – Novato South Service Area – Hamilton Field, Stage 1 Project	Las Gallinas Valley Sanitation District and NMWD	Las Gallinas Valley Sanitation District 300 Smith Ranch Road San Rafael, CA 94903
Project 14 - Napa State Hospital Pipeline Construction Stage 1 Project	Napa Sanitation District	Napa Sanitation District 935 Hartle Court Napa, CA 94559

Local Sponsor Agency Designations		
Sponsored Project	Sponsor Agency	Agency Address
Project 15 – Sonoma Valley Recycled Water Project, Stage 1	Sonoma Valley County Sanitation District	Sonoma Valley County Sanitation District 404 Aviation Boulevard Santa Rosa, CA 95403
Project 16 – Harding Park Recycled Water Project	S.F. Public Utilities Commission	SF Public Utilities Commission 1155 Market St # 11 San Francisco, CA 94103
Project 17 – South Bay Advanced Recycled Water Treatment Facility	Santa Clara Valley Water District	Santa Clara Valley Water District 5750 Almaden Expressway San Jose, CA 95118
Project 18 – Sears Point Wetland and Watershed Restoration Project	State Coastal Conservancy	State Coastal Conservancy 1330 Broadway, 13th Floor Oakland, CA 94612-2530
Project 19 – Bair Island Restoration Project	State Coastal Conservancy	State Coastal Conservancy 1330 Broadway, 13th Floor Oakland, CA 94612-2530
Project 20 – South Bay Salt Pond 16A/17 Habitat Restoration	State Coastal Conservancy	State Coastal Conservancy 1330 Broadway, 13th Floor Oakland, CA 94612-2530
Project 21 – Regional Green Infrastructure Project	S.F. Estuary Partnership (SFEP)	SF Estuary Partnership 1515 Clay Street, Suite 1400 Oakland, CA 94612
Project 22 – Hacienda Avenue Green Street Improvement	SFEP/City of Campbell	SF Estuary Partnership 1515 Clay Street, Suite 1400 Oakland, CA 94612
Project 23 – Watershed Partnership Technical Assistance	SFEP/S.F. Estuary Institute	SF Estuary Partnership 1515 Clay Street, Suite 1400 Oakland, CA 94612
Project 24 – Stream Restoration with Schools in North Bay DACs	SFEP/Point Reyes Bird Observatory	SF Estuary Partnership 1515 Clay Street, Suite 1400 Oakland, CA 94612
Project 25 – Flood Infrastructure Mapping and Communication Tool	SFEP/S.F. Estuary Institute	SF Estuary Partnership 1515 Clay Street, Suite 1400 Oakland, CA 94612
Project 26 – Storm Water Improvements and Flood Reduction Strategies Pilot Project in Bay Point	SFEP/Watershed Project	SF Estuary Partnership 1515 Clay Street, Suite 1400 Oakland, CA 94612
Project 27 – Disadvantaged Communities Richmond Shoreline and San Pablo Flood Project	SFEP/Urban Tilth	SF Estuary Partnership 1515 Clay Street, Suite 1400 Oakland, CA 94612
Project 28 – Pescadero Integrated Flood Reduction & Habitat Enhancement Project	SFEP/San Mateo County RCD	SF Estuary Partnership 1515 Clay Street, Suite 1400 Oakland, CA 94612
Project 29 – Restoration Guidance and San Francisquito Watershed Restoration	SFEP/Community for Green Foothills	SF Estuary Partnership 1515 Clay Street, Suite 1400 Oakland, CA 94612

Local Sponsor Agency Designations		
Sponsored Project	Sponsor Agency	Agency Address
Project 30 – S.F. Estuary Steelhead Monitoring Program	SFEP/Center for Ecosystem Management & Restoration	SF Estuary Partnership 1515 Clay Street, Suite 1400 Oakland, CA 94612
Project 31 – Watershed Program Administration	SFEP	SF Estuary Partnership 1515 Clay Street, Suite 1400 Oakland, CA 94612
Project 32 – Grant Administration	Bay Area Clean Water Agencies	Bay Area Clean Water Agencies PO Box 24055, MS 702 Oakland, CA 94623

EXHIBIT G
REQUIREMENTS FOR DATA SUBMITTAL

SURFACE AND GROUNDWATER QUALITY DATA:
Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports, as described in Exhibit E.

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website: http://www.ceden.org.

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program Information on the GAMA Program can be obtained at: http://www.waterboards.ca.gov/water_issues/programs/gama/. If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at: http://www.swrcb.ca.gov/water_issues/programs/gama/contact.shtml

GROUNDWATER LEVEL DATA
For each project that collects groundwater level data, Grantee will need to submit this data to DWR's Water Data Library (WDL), with a narrative description of data submittal activities included in project reports, as described in Exhibit E. Information regarding the WDL and in what format to submit data in can be found at: http://wdl.water.ca.gov/.

In the near future, DWR's WDL will be replaced by the California Statewide Groundwater Elevation Monitoring program (CASGEM). Once this Program comes online Grantee will then submit groundwater level data to CASGEM. Information regarding the CASGEM program can be found at: http://www.water.ca.gov/groundwater/casgem/

Exhibit H
State Audit Document Requirements and Guidelines for Grantees
Under DWR Financial Assistance Programs

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

List of Documents for Audit

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

Agreements and Contracts:
1. Original signed Grant Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants received from the State.
3. A listing of all other funding sources for each project.
4. All subcontractor and consultant contracts and related or partners documents, if applicable.
5. Contracts between the Agency and member agencies as related to this grant agreement.

Invoices:
1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under this Grant Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests and related budget line items under this Grant Agreement.
3. Reimbursement requests submitted to the State for this 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 this Grant Agreement.
4. Bank statements showing the deposit of the receipts.

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

Administration Costs: Supporting documents showing the calculation of administration costs.

Personnel:
1. List of all contractors and Agency staff that worked on this grant funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to this Grant Agreement.

Project Files:
1. All supporting documentation maintained in the project files.
2. All correspondence related to this Grant Agreement.

General Grant Agreement Guidelines

Amendment Requirements:
Amendments (to the work plan, budget, and/or schedule portions of the agreement) are triggered when the proposed changes are deemed by DWR to be substantial. Substantial changes generally include changes to the wording/scope of work, schedule or term, and budget. For example, a formal budget change to an Agreement is required when the proposed budget change for a Task is greater than 10% of the budget for that particular Task or the Task to be exchanged with.

Funding Match Contribution
Funding Match (often referred to as Grantee Cost Share) is the amount defined in Paragraph 4 of this Agreement. Funding Match consists of non-State funds including in-kind services. In-kind services are defined as work performed (i.e., dollar value of non-cash contributions) by the Grantee (and potentially other parties involved) directly related to the execution of the scope of work (*examples*: volunteer services, equipment use, and facilities). The cost of which in-kind service is valued can counted as funding match in-lieu of actual funds (or revenue) provided by the Grantee. Other funding match and in-kind service eligibility conditions apply (see paragraph 9). Provided below is guidance for claiming funding match with and without in-kind services.

1. Adequate documentation supporting value of in-kind service (or volunteer service) as funding match claimed shall be maintained. Although tracked separately, in-kind services shall be documented and, to the extent feasible, supported by the same methods used by the Grantee for its own employees. Provide formal (on official letterhead) and substantial documentation of in-kind service by including the following:
   - Describe contributed item(s) or service(s)
   - Purpose for which contribution was made (tie to scope of work)
   - Name of contributing organization and date of contribution
   - Real or approximate value of contribution. Who valued the contribution and how was the value determined? (e.g., actual, appraisal, fair market value, etc.). Justification of rate. (see item #4, below)
   - Person's name and function of the contributing person
   - Hours of contribution
   - If multiple sources exist, summarize these on a table with summed charges
   - Was contribution provided by, obtained with, or supported by government funds? If so, indicate source.

2. Funding match contribution (including in kind services) shall be for costs and services directly attributed to activities included in this Grant Agreement Work Plan. These services, furnished by professional and technical personnel, consultants, and other skilled and unskilled labor may be counted as in-kind if the activities are an integral and necessary part of this Grant Agreement. Evaluate eligibility with DWR Project Manager in advance of submittal.

3. Do not track cash contributions made to a project as an expenditure as you would for an in-kind service. When providing funding match, track cash contributions to the Project (i.e. revenues) and expenditures (typically in-kind contribution) separately in an accounting system.

4. Rates for volunteer or in-kind services shall be consistent with those paid for similar work in the Grantee organization. For example, volunteer service of clearing vegetation performed by an attorney shall be valued at a fair market value for this service, not the rate for professional legal services. In those instances in which the required skills are not found in the recipient organization, rates shall be consistent with those paid for similar work in the labor market. In either case, paid fringe benefits that are reasonable, allowable, and allocable may be included in the valuation.

EXHIBIT I
GRANTEE RESOLUTION

File No. 12,262

BAY AREA CLEAN WATER AGENCIES

RESOLUTION AUTHORIZING BACWA TO APPLY THE STATE OF CALIFORNIA FOR PROPOSITION 84 FUNDING ON BEHALF OF IRWMP PROJECT PROPONENTS.

WHEREAS, in 2003, the Bay Area Clean Water Agencies (BACWA) signed a Letter of Mutual Understanding (LOMU) agreeing to participate in and assist with the development of the San Francisco Bay Area's Integrated Regional Water Management Plan(IRWMP) by leading the development of the Wastewater and Recycled Water Functional Area Document; *and*

WHEREAS, consistent with the LOMU and with the intent of helping BACWA member agencies obtain funding for recycled water and other projects, BACWA applied for funding from the State of California Department of Water Resources (DWR) under the Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2002 (California Water Code Section 79500 *et seq.*); *and*

WHEREAS, in 2006 DWR awarded BACWA $12.5 million in funding for Bay Area IRWMP projects pursuant to Agreement No. 4600007654 between BACWA and the State; *and*

WHEREAS, the Bay Area is now eligible for up to $138 million in funding from the Safe Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84); *and*

WHEREAS, BACWA finds that it can benefit its members and help implement the Bay Area IRWMP by serving as the Proposition 84 grant applicant on behalf of the participants of the Bay Area IRWMP.

NOW, THEREFORE, BE IT RESOLVED that the Executive Board of BACWA hereby authorizes that application be made to DWR to obtain an IRWM grant pursuant to Proposition 84 and to enter into an agreement to receive the grant for the Bay Area Prop 84 Implementation Proposal. The Executive Director of BACWA is hereby authorized and directed to prepare the necessary data, conduct investigations, and file such application with DWR. The Chair of BACWA is hereby authorized to execute a grant agreement with DWR and other agreements as necessary to implement the award.

CERTIFICATION

The undersigned Chair and Executive Director of the Bay Area Clean Water Agencies hereby certify that the foregoing Resolution was duly adopted at a noticed meeting of the Executive Board of Bay Area Clean Water Agencies held on September 23, 2010.

Ben Horenstein

Ben Horenstein, Acting Chair

Amy Chastain

Amy Chastain, Executive Director

EXHIBIT "B"

WORK PLAN

Solano County Water Agency

Project Element #1. Water-Efficient Landscape Rebate Program
Project Sponsor: Solano County Water Agency / Partner Agencies

Project Description

The Water-Efficient Landscape Rebate Program focuses on removing existing water-intensive lawns and replacing them with more sustainable, water-efficient landscapes. In general, participating agencies will provide rebates to both residential and commercial participants based on the square footage of lawn converted. The objective is to replace 3.8 million square feet of irrigated lawn with water-efficient landscaping. This will result in an estimated water savings of 2,800 AF over a ten year period.

Project Components

Task 1. Direct Project Administration

All administrative activities are covered by the Implementation task for this project.

Task 2. Land Purchase/Easement

No activity is planned for this task.

Task 3. Planning/Design/Engineering/Environmental Documentation

No activity is planned for this task. The Program is not considered a project under CEQA (CEQA Guideline 15378).

Task 4. Implementation

Water-Efficient Landscape Rebate Program

The program consists of three components:

1.4.1 Rebate Applications Evaluation

- Review applications for landscape rebates to ensure that the applicants meet qualifying criteria. A pre- and post inspections may be required for verification.

1.4.2 Rebate Processing

- Provide rebates based on each square foot of front lawn converted. The minimum rebate is $0.50 per converted square foot of lawn replaced.
- Issue rebates in the form of a check or water credit on the customer water bill.
- Maintain customer rebate database.

1.4.3 Public Outreach and Customer Service

- Participating Agency(s) will market their program in a variety of ways including but not limited to: direct mail to customers and local landscape professionals, newspaper advertisements, flyers at retail irrigation supply stores and nurseries, agency newsletters, customer bill inserts, and agency website.

Deliverable(s):

- Rebate Application
- Database of participant rebate application forms
- Public outreach materials

Task 5. Environmental Compliance / Mitigation / Enhancement

No activity is planned for this task.

Task 6. Construction Administration

No activity is planned for this task.

Task 7. Other

No activity is planned for this task.

Task 8. Contingency

No activity is planned for this task.

Project Element #2. Bay Friendly Landscape Training Program
Project Sponsor: Solano County Water Agency / StopWaste.org

Project Description

The Bay-Friendly Landscape Training Program is a sustainable landscaping program that encourages property owners and managers to minimize and remove turf, and provides support to participants with published guides, videos and hands-on trainings. This program's goals are to conduct eight (8) landscape professional trainings, 36 "Rethink Your Lawn" lawn conversion workshops at 18 nurseries; and ensure that 52,120 home owners receive lawn conversion information. This is estimated to result in a water savings of approximately 47 AFA and 470 AF over a ten year period.

Project Components

Task 1. Direct Project Administration

All administrative activities are covered by the Implementation task for this project.

Task 2. Land Purchase/Easement

No activity is planned for this task.

Task 3. Planning/Design/Engineering/Environmental Documentation

No activity is planned for this task. The Program is not considered a project under CEQA (CEQA Guideline 15378).

Task 4. Implementation

Water Efficient Landscape Education Program

The Water Efficient Landscape Education Program is a sustainable landscaping program that encourages property owners and managers to minimize and remove turf, and provides support to participants with published guides, videos and hands-on trainings. There are three (3) implementation components:

2.4.1 Bay-Friendly Landscape Training Start-up

- Schedule home gardener and landscape professional trainings.
- Identify and coordinate with agencies to host and sponsor trainings.
- Recruit participants and provide an online application for recruiting.

2.4.2 Bay-Friendly Landscape Training Implementation

- Conduct eight (8) landscape professional trainings. Each training occurs over several weeks and provides 24 hours of instruction to approximately 320 to 480 landscape professionals from around the Bay Area. The training is a comprehensive sustainable landscape overview to green conventional landscape practices and includes information on water audits, ET controllers, high efficiency irrigation, sheet mulching, lawn alternatives, creating drought resistant soils, selecting and growing appropriate, climate adapted plants as well as use of landscape based storm water control measures, and Integrated Pest Management practices and more. Professionals who attend

100% of the classes and pass an exam are then recognized as "Bay-Friendly Qualified Landscape Professionals".

- Identify qualified landscape professionals that offer sheet mulching and lawn conversion services.
- Conduct 36 "Rethink Your Lawn" workshops and sheet mulching demonstrations led by Bay-Friendly Qualified Landscape Professionals and Bay-Friendly Educators at 18 nurseries. Each workshop is followed by educational tabling and trained volunteers for follow-up questions from participants.
- Create a step-by-step lawn conversion slide show accessible on websites and at nursery events reaching thousands of home gardeners.
- Label low water use, non-invasive plants suited to local soils and climates as Bay-Friendly plant species at five (5) nurseries.

2.4.3 Bay-Friendly Landscape Training Surveys and Analysis

- Conduct surveys at all workshops and trainings.
- Evaluate website utilization via weekly reports, subscriptions and activity reports from consultants.
- Survey website users on lawn conversion implementation.
- Survey host nurseries to identify trends in sales of labeled Bay-Friendly plants.
- Analyze survey results.

Deliverable(s):

- Online application for recruiting
- Landscape professional trainings
- List of landscape professionals offering sheet mulching and lawn conversion services
- Labels on low-water use plants and nurseries
- Step-by-step lawn conversion slide show
- Summary analysis of participant surveys

Task 5. Environmental Compliance / Mitigation / Enhancement

No activity is planned for this task.

Task 6. Construction Administration

No activity is planned for this task.

Task 7. Other

No activity is planned for this task.

Task 8. Contingency

No activity is planned for this task.

Project Element #3. Weather Based Irrigation Controllers
Project Sponsor: Solano County Water Agency / Partner Agencies

Project Description

The Weather-Based Irrigation Controller Program (WBIC) involves the replacement of standard irrigation "clock-type" controllers with self-adjusting automatic irrigation controllers that utilize prevailing weather conditions, current and historic evapotranspiration, soil moisture levels, and other relevant factors to adapt water applications to meet the actual needs of plants. The program goal is to install 32,740 WBICs regionally. This could achieve a potential water savings of 2,660 AF of water over a 10-year period.

Project Components

Task 1. Direct Project Administration

All administrative activities are covered by the Implementation task for this project.

Task 2. Land Purchase/Easement

No activity is planned for this task.

Task 3. Planning/Design/Engineering/Environmental Documentation

No activity is planned for this task.

Task 4. Construction/Implementation

Weather-Based Irrigation Controller (WBIC) Program Element Implementation

3.4.1 Customer Purchase Program Implementation

- Identify qualifying properties and verify eligibility.
- Agency(s) to develop a list of approved Weather-Based Irrigation Controllers (WBIC) models, and generate modes for customer utilization at the time of purchase.
- An optional inspection at the request of the customer or agency will include a precipitation test on 50% of an individual site. Field personnel may perform onsite inspections on 5-20% of the controller installation and programming sites to ensure accuracy per manufacturer specifications.

3.4.2 Rebate Processing

- Participating agencies will review and evaluate customer rebate applications. An agency may require a purchase receipt and/or post inspections prior to issuing a rebate.
- Issue rebates in the form of a check or water credit on the customer water bill.

3.4.3 Public Outreach

- Conduct customer and retailer marketing and public outreach activities to implement the incentive program and verification process. Specific activities include outreach to retailers, publishing rebate materials and postcards associated with the distribution of the incentives.

Deliverable(s):

- Rebate Applications

- Database of participant rebate application forms
- Public outreach materials

Task 5. Environmental Compliance / Mitigation / Enhancement

No activity is planned for this task.

Task 6. Construction Administration

No activity is planned for this task.

Task 7. Other

No activity is planned for this task.

Task 8. Contingency

No activity is planned for this task.

Project Element #4. High Efficiency Toilet and Urinal Rebate Program
Project Sponsor: Solano County Water Agency / Partner Agencies

Project Description

The High-Efficiency Toilet and Urinal (HET/HEU) Rebate Program Element involves replacing high volume toilets (3.5 or more gallons per flush (gpf)) or old (10 years or older) inadequately performing Ultra-Low-Flush Toilets (ULFTs), with HETs (1.28 gpf or less), and existing urinals (1.0 or more gpf) with HEUs that use 0.5 gpf or less. The objective of the High Efficiency Toilet and Urinal Rebate Program is to achieve the installation of approximately 23,000 HETs and HEUs resulting in an estimated water savings of 400 AFA.

Program structure and specifics will be implemented by the individual agency. Each participating agency can choose to implement a rebate program offering financial incentives or equivalent to their customers, a direct-install program (covered elsewhere in the Workplan), or a combination of both. Agency rebates or voucher offers will be a minimum of $100 per unit.

Project Components

Task 1. Direct Project Administration

All administrative activities are covered by the Implementation task for this project.

Task 2. Land Purchase/Easement

No activity is planned for this task.

Task 3. Planning/Design/Engineering/Environmental Documentation

No activity is planned for this task.

Task 4. Construction/Implementation

High-Efficiency Toilet and Urinal (HET/HEU) Rebate Program

All HETs and HEUs rebated through this program will be required to meet the US EPA WaterSense standard and will be required to meet or exceed Uniform North American Requirements (UNAR) specifications. The UNAR specifications are supplementary to the minimum requirements established within the following national standards: American Society of Mechanical Engineers A112.19.2-2003 and A112.19.5-2005, Canadian Standards Association B45 Series-02, Plumbing Fixtures.

The main implementation components to these programs are:

For Rebate Programs administered by Agency:

4.4.1 Rebate Applications Evaluation

- Participating Agency(s) will review and confirm applicants meet program eligibility requirements

- Participating Agency(s) will review applications to ensure they meet program terms and conditions
- Pre and post inspections may be required to verify toilet/urinal meets program terms and conditions

4.4.2 Rebate Processing

- Participating Agency(s) will provide a minimum rebate of $100 per unit.
- Rebates will be issued in the form of a check or water credit on the customer water bill
- Participating Agency(s) will maintain a database to track program activities

4.4.3 Public Outreach and Customer Service

- Participating Agency(s) will market their program in a variety of ways including but not limited to: direct mail to customers and local plumbers, newspaper advertisements, flyers at home supply stores, agency newsletter, customer bill inserts, and agency website.
- Participating Agency(s) will provide information to assist customers with their toilet/urinal replacement, through the use of flyers and information on their websites.

For Rebate Programs administered by contractor:

4.4.4 Secure services of toilet contractor to administer program

- Contracting procurement specifics and structure will vary per agency , but in general, include the following steps: 1) Prepare and issue request for proposal for toilet/urinal supply and installation services or rebate administration, 2) evaluate proposals, 3) select highest-scoring vendor, 4) enter into agreement and award contract. Some agencies already have contractors in place and will not need to solicit for new services.

4.4.5 Contractor replaces old, inefficient toilets and urinals with new HET/HEUs.

- Contractor will replace only toilets that currently flush at 3.5 gpf or more, and urinals that currently flush at 1.0 gpf or more with approved HETs and HEUs. Agencies may also approve replacement of old (10-plus years or older) inadequately performing ULFTs. These first generation ULFTs were poorly designed and in many cases have to be flushed multiple times thereby negating any potential water savings.

4.4.6 Contractor bills water agency monthly for each rebate or installation

- Contractor provides complete database with all participation details, along with invoice.

Deliverable(s):

- Eligible Customer List
- Completed HET/HEU Install List
- Database of participant rebate application forms

Task 5. Environmental Compliance / Mitigation / Enhancement

No activity is planned for this task.

Task 6. Construction Administration

No activity is planned for this task.

Task 7. Other Costs

No activity is planned for this task.

Task 8. Contingency

No activity is planned for this task.

Project Element #5. High Efficiency Toilet and Urinal Direct Install Program
Project Sponsor: Solano County Water Agency / Partner Agencies

Project Description

The High-Efficiency Toilet and Urinal (HET/HEU) Direct Install Program involves replacing high volume toilets (3.5 or more gallons per flush (gpf)) or old (10 years or older) inadequately performing Ultra-Low-Flush Toilets (ULFTs), with HETs (1.28 gpf or less), and existing urinals (1.0 or more gpf) with HEUs that use 0.5 gpf or less. The program goal is to install 12,000 HETs/HEUs resulting in water savings of approximately 300 AFA.

Project Components

Task 1. Direct Project Administration

All administrative activities are covered by the Implementation task for this project.

Task 2. Land Purchase/Easement

No activity is planned for this task.

Task 3. Planning/Design/Engineering/Environmental Documentation

No activity is planned for this task.

Task 4. Construction/Implementation

High-Efficiency Toilet and Urinal (HET/HEU) Direct Install Program

All HETs and HEUs installed through this program will be required to meet the US EPA WaterSense standard and will be required to meet or exceed the Uniform North American Requirements (UNAR) specifications. The UNAR specifications are supplementary to the minimum requirements established within the following national standards: American Society of Mechanical Engineers A112.19.2-2003 and A112.19.5-2005, Canadian Standards Association B45 Series-02, Plumbing Fixtures.

For Direct Installation Programs administered by contractor the implementation components are:

5.4.1 Secure services of toilet contractor to administer program

- Contracting procurement specifics and structure will vary per agency, but in general, include the following steps: 1) Prepare and issue request for proposal for toilet/urinal supply and installation services or rebate administration, 2) evaluate proposals, 3) select highest-scoring vendor, 4) enter into agreement and award contract. Some agencies already have contractors in place and will not need to solicit for new services.

5.4.2 Contractor replaces old, inefficient toilets and urinals with new HETs and HEUs.

- Contractor will replace only toilets that currently flush at 3.5 gpf or more, and urinals that currently flush at 1.0 gpf or more with approved HETs and HEUs. Agencies will have discretion to approve replacement of old (10-plus years or older) inadequately performing ULFTs. These

first generation ULFTs were poorly designed and engineered and in many cases have to be flushed multiple times thereby negating any potential water savings.

5.4.3 Contractor bills water agency monthly for each installation

- Contractor provides complete database with all participation details, along with invoice.

Deliverable(s):

- Eligible Customer List
- Completed HET/HEU Install List
- Database of participant application forms

Task 5. Environmental Compliance / Mitigation / Enhancement

No activity is planned for this task.

Task 6. Construction Administration

No activity is planned for this task.

Task 7. Other Costs

No activity is planned for this task.

Task 8. Contingency

No activity is planned for this task.

Project Element #6. High Efficiency Clothes Washer Rebate Program
Project Sponsor: Solano County Water Agency / Partner Agencies

Project Description

The High-Efficiency Washer (HEW) Rebate Program provides financial incentives to customers for the purchase and installation of energy-and water-efficient clothes washing machines. Eligible washing machine models will be at least as water and energy efficient as Tier 3 models currently listed by the Consortium for Energy Efficiency (CEE).

The goal of the Regional HEW Rebate Program is to install 51,000 HEWs within the region. This should result in an estimated water savings of 1,200 acre-feet annually (AFA).

Project Components

Task 1. Direct Project Administration

All administrative activities are covered by the Implementation task for this project.

Task 2. Land Purchase/Easement

No activity is planned for this task.

Task 3. Planning/Design/Engineering/Environmental Documentation

No activity is planned for this task.

Task 4. Construction/Implementation

High Efficiency Clothes Washer (HEW) Program Element Implementation

The implementation components are:

6.4.1 Rebate Applications Evaluation

- Participating Agency(s) will review and evaluate rebate applications to ensure that the applicants meet qualifying criteria. A post inspection may be required for verification.

6.4.2 HEW Rebate Processing

- A third-party contractor (e.g. PG&E) will process the rebate following the rebate distribution protocol of the program, distribute rebates to customers and maintain a database of customers.

6.4.3 HEW Public Outreach

- Participating Agency(s) will market the program in a variety of ways including but not limited to: direct mail to customers, newspaper advertisements, point-of-purchase materials at retail stores, agency newsletters, customer bill inserts, and agency website.

Deliverable(s):

- Database of participant rebate application forms
- Public outreach materials

Task 5. Environmental Compliance / Mitigation / Enhancement

No activity is planned for this task.

Task 6. Construction Administration

No activity is planned for this task.

Task 7. Other Costs

No activity is planned for this task.

Task 8. Contingency

No activity is planned for this task.

Project Element #7. Napa County Rainwater Harvesting Pilot Project
Project Sponsor: Solano County Water Agency / Napa Co. RCD

Project Description

The Napa County Rainwater Harvesting Pilot Project consists of a rebate program for the installation of rain barrels and partially or fully funding the construction of "rain gardens" at various sites in Napa County. The Rainwater Harvesting Rain Barrel Rebate Program focuses on education and installation of rainwater harvesting barrels throughout Napa County to educate property owners about capturing rainwater and using it for irrigation or other non-potable uses. Property owners will construct rain gardens on their property that will be partially or fully funded through this project. Rain gardens construction will support sustainable landscaping and gardening principles and will slow, spread and sink rainwater. Residential projects will be funded up to 75% of the total cost (up to $20,000 – to be determined by the agency) though some public projects may be fully funded if a specific need is determined. Property owners will be responsible for following the terms and conditions of the program. The goal of the program is to construct a minimum of ten rain gardens throughout Napa County and report back on the outcomes of the project. These are pilot programs designed to determine the effectiveness of rainwater harvesting in the North Bay Area.

Project Components

Task 1. Direct Project Administration

All administrative activities are covered by the Implementation task for this project.

Task 2. Land Purchase/Easement

No activity is planned for this task.

Task 3. Planning/Design/Engineering/Environmental Documentation

No activity is planned for this task.

Task 4. Construction/Implementation

Napa Valley Rainwater Harvesting Pilot Program – Rain Barrel Rebate

Residents will learn about rainwater harvesting in Napa County and the Bay Area and can receive a rebate covering 75% of the cost of a Rain Barrel (Up to a maximum of $1,000 – to be determined by the agency). Residents will be able to receive a rebate after purchasing a Rain Barrel of their choice. Once a resident installs a Rain Barrel, they will be asked to participate in follow-up surveys and site visits to gauge the effectiveness of rainwater harvesting in the County. The implementation component of this program includes:

7.4.1 Rebate Program/Application Development

- Agency will develop program, applications, and terms and conditions.
- Agency will review and confirm applicants are eligible and meet program terms and conditions.
- Pre and post inspections may be required to verify Rain Barrel meets program terms and conditions.

7.4.2 Rebate Processing

- Participating Agency will provide rebates based on Rain Barrel cost. Rebate amount will be determined by the agency and will be a maximum of up to $1,000 per unit (or 75% of the cost).
- Agency will maintain a database to track program activities.

7.4.3 Public Outreach and Customer Service

- Agency will market their program in a variety of ways including but not limited to: direct mail to customers, newspaper advertisements, agency newsletter, bill inserts, agency website, workshops and educational events.
- Agency will provide information to assist customers with their Rain Barrel, such as flyers describing program and information on their website.

Deliverable(s):

- Completed Rain Barrel install list.
- Database of participant rebate application forms.
- Report on effectiveness of rainwater harvesting in Napa Valley.

Napa Valley Rainwater Harvesting Pilot Program – Rain Garden Cost-Share

Property owners will construct rain gardens on their property that will be partially or fully funded through this project. Rain gardens construction will support sustainable landscaping and gardening principles and will slow, spread and sink rainwater. Residential projects will be funded up to 75% of the total cost (up to $20,000 – to be determined by the agency) though some public projects may be fully funded if a specific need is determined. Property owners will be responsible for following the terms and conditions of the program. The implementation component of this program includes:

7.4.4 Cost-Share Program/Applications Development

- Agency will develop program, applications, and terms and conditions.
- Agency will review and confirm applicants are eligible and meet program terms and conditions.
- Pre and post inspections may be required to verify Rain gardens meet program terms and conditions.

7.4.5 Cost-Share Processing

- Agency will provide cost-share based on project cost. Projects will be funded up to 75% of the total cost (up to $20,000) amount will be determined by the agency though some public projects may be fully funded if a specific need is determined.
- Agency will maintain a database to track program activities.

7.4.6 Public Outreach and Customer Service

- Agency will market their program in a variety of ways including but not limited to: direct mail to customers, newspaper advertisements, agency newsletter, bill inserts, agency website, workshops and educational events.
- Agency will provide information to assist customers with their project, such as flyers describing program and information on their website.

Deliverable(s):

- Completed rain garden project list.
- Database of participant cost-share application forms.
- Report on effectiveness of rainwater harvesting in Napa County.

Task 5. Environmental Compliance / Mitigation / Enhancement

A categorical exemption has been submitted for the Napa Valley Rainwater Harvesting Pilot Project. A Notice of Exemption has been filed and is on record.

Task 6. Construction Administration

The Program does not include construction activities.

Task 7. Other Costs

No activity is planned for this task.

Task 8. Contingency

No activity is planned for this task.

Project Element #8, Conservation Program Administration
Project Sponsor: Solano County Water Agency / Partner Agencies

Project Description

Project Administration consists of properly managing and administering the Bay Area IRWM Prop. 84 Conservation Grant. This grant provides over $9 million and covers eight (8) water resource management projects. Quarterly reporting, invoicing, accounting, legal work, disbursement of grant funds, coordination of activities, and project management are included. This element also involves the submission of a project completion report as well as other required post-performance reports.

Project Components

Task 1. Direct Project Administration

This task includes 1) Solano County Water Agency, lead administrator for the conservation proponents, 2) contractual agreement with a consultant to develop reporting templates, prepare quarterly progress reports, maintain and administer program database, and 3) grant administrative cost for participating agencies to review and finalize number of rebates processed, rebate costs, and water savings.

Task 2. Land Purchase/Easement

No activity planned for this task.

Task 3. Planning/Design/Engineering/Environmental Documentation

No activity is planned for this task. This work is not considered a project under CEQA Guideline 15378 because there is no potential for resulting in either a direct physical change in the environment.

Task 4. Construction/Implementation

No activity is planned for this task.

Task 5. Environmental Compliance / Mitigation / Enhancement

No activity is planned for this task.

Task 6. Construction Administration

No activity is planned for this task.

Task 7. Other Costs

No activity is planned for this task.

Task 8. Contingency

No activity is planned for this task.

EXHIBIT "C"

SCHEDULE

Solano County Water Agency

Project 1 - Water Efficient Landscape Rebate Program (Solano County Water Agency)

Key: Planned Activity
Progress

No.	TASK	2008				2009				2010				2011				2012				2013				2014				2015				2016			
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1	**Direct Project Administration**																																				
	Project Assessment & Evaluation Plan																																				
	Quarter Reports & Invoicing																																				
	Project Completion Report																																				
	Post Performance Report																																				
2	**Land Purchase/Easement**																																				
3	**Enviro Doc / Design / Bidding**																																				
	Environmental Documentation																																				
	Project Design																																				
	Bidding and Award																																				
4	**Construction / Implementation**																																				
5	**Env Mitigation / Enhancement**																																				
6	**Contruction Administration**																																				
7	**Other**																																				
8	**Contingency**																																				

Notes: Project completion report will be filed within 90 days of project completion. Post performance reports will be filed for total of 10 years following completion of project.

Project 2 - Bay Friendly Landscape Training Program (Solano County Water Agency & Stop Waste)

Key: Planned Activity
Progress

No.	TASK	2008				2009				2010				2011				2012				2013				2014				2015				2016			
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1	**Direct Project Administration**																																				
	Project Assessment & Evaluation Plan																																				
	Quarter Reports & Invoicing																																				
	Project Completion Report																																				
	Post Performance Report																																				
2	**Land Purchase/Easement**																																				
3	**Enviro Doc / Design / Bidding**																																				
	Environmental Documentation																																				
	Project Design																																				
	Bidding and Award																																				
4	**Construction / Implementation**																																				
5	**Env Mitigation / Enhancement**																																				
6	**Contruction Administration**																																				
7	**Other**																																				
8	**Contingency**																																				

Notes: Project completion report will be filed within 90 days of project completion. Post performance reports will be filed for total of 10 years following completion of project.

Project 3 - Weather Based Irrigation Controller Program (Solano County Water Agency)

Key: Planned Activity
Progress

No.	TASK	2008				2009				2010				2011				2012				2013				2014				2015				2016			
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1	**Direct Project Administration**																																				
	Project Assessment & Evaluation Plan																																				
	Quarter Reports & Invoicing																																				
	Project Completion Report																																				
	Post Performance Report																																				
2	**Land Purchase/Easement**																																				
3	**Enviro Doc / Design / Bidding**																																				
	Environmental Documentation																																				
	Project Design																																				
	Bidding and Award																																				
4	**Construction / Implementation**																																				
5	**Env Mitigation / Enhancement**																																				
6	**Contruction Administration**																																				
7	**Other**																																				
8	**Contingency**																																				

Notes: Project completion report will be filed within 90 days of project completion. Post performance reports will be filed for total of 10 years following completion of project.

Project 4 - High Efficiency Toilet & Urinal Rebate Program (Solano County Water Agency)

Key: Planned Activity
Progress

No.	TASK	2008				2009				2010				2011				2012				2013				2014				2015				2016			
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1	**Direct Project Administration**																																				
	Project Assessment & Evaluation Plan																																				
	Quarter Reports & Invoicing																																				
	Project Completion Report																																				
	Post Performance Report																																				
2	**Land Purchase/Easement**																																				
3	**Enviro Doc / Design / Bidding**																																				
	Environmental Documentation																																				
	Project Design																																				
	Bidding and Award																																				
4	**Construction / Implementation**																																				
5	**Env Mitigation / Enhancement**																																				
6	**Contruction Administration**																																				
7	**Other**																																				
8	**Contingency**																																				

Notes: Project completion report will be filed within 90 days of project completion. Post performance reports will be filed for total of 10 years following completion of project.

Project 5 - High Efficiency Toilet & Urinal - Direct Install Program (Solano County Water Agency]

Key: Planned Activity
Progress

No.	TASK	2008				2009				2010				2011				2012				2013				2014				2015				2016			
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1	**Direct Project Administration**																																				
	Project Assessment & Evaluation Plan																																				
	Quarter Reports & Invoicing																																				
	Project Completion Report																																				
	Post Performance Report																																				
2	**Land Purchase/Easement**																																				
3	**Enviro Doc / Design / Bidding**																																				
	Environmental Documentation																																				
	Project Design																																				
	Bidding and Award																																				
4	**Construction / Implementation**																																				
5	**Env Mitigation / Enhancement**																																				
6	**Contruction Administration**																																				
7	**Other**																																				
8	**Contingency**																																				

Notes: Project completion report will be filed within 90 days of project completion. Post performance reports will be filed for total of 10 years following completion of project.

Project 6 - High Efficiency Clothes Washer Rebate (Solano County Water Agency)

Key: Planned Activity
Progress

No.	TASK	2008				2009				2010				2011				2012				2013				2014				2015				2016			
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1	**Direct Project Administration**																																				
	Project Assessment & Evaluation Plan																																				
	Quarter Reports & Invoicing																																				
	Project Completion Report																																				
	Post Performance Report																																				
2	**Land Purchase/Easement**																																				
3	**Enviro Doc / Design / Bidding**																																				
	Environmental Documentation																																				
	Project Design																																				
	Bidding and Award																																				
4	**Construction / Implementation**																																				
5	**Env Mitigation / Enhancement**																																				
6	**Contruction Administration**																																				
7	**Other**																																				
8	**Contingency**																																				

Notes: Project completion report will be filed within 90 days of project completion. Post performance reports will be filed for total of 10 years following completion of project.

Project 7 - Napa County Rainwater Harvesting Project (Solano County Water Agency & Napa County Resource Conservation District)

Key: Planned Activity
Progress

No.	TASK	2008				2009				2010				2011				2012				2013				2014				2015				2016			
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1	**Direct Project Administration**																																				
	Project Assessment & Evaluation Plan																																				
	Quarter Reports & Invoicing																																				
	Project Completion Report																																				
	Post Performance Report																																				
2	**Land Purchase/Easement**																																				
3	**Enviro Doc / Design / Bidding**																																				
	Environmental Documentation																																				
	Project Design																																				
	Bidding and Award																																				
4	**Construction / Implementation**																																				
5	**Env Mitigation / Enhancement**																																				
6	**Contruction Administration**																																				
7	**Other**																																				
8	**Contingency**																																				

Notes: Project completion report will be filed within 90 days of project completion. Post performance reports will be filed for total of 10 years following completion of project.

Project 8 - Conservation Program Administration - 8 elements (Solano County Water Agency)

Key: Planned Activity
Progress

No.	TASK	2008				2009				2010				2011				2012				2013				2014				2015				2016			
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1	**Direct Project Administration**																																				
	Project Assessment & Evaluation Plan																																				
	Quarter Reports & Invoicing																																				
	Project Completion Report																																				
	Post Performance Report																																				
2	**Land Purchase/Easement**																																				
3	**Enviro Doc / Design / Bidding**																																				
	Environmental Documentation																																				
	Project Design																																				
	Bidding and Award																																				
4	**Construction / Implementation**																																				
5	**Env Mitigation / Enhancement**																																				
6	**Contruction Administration**																																				
7	**Other**																																				
8	**Contingency**																																				

Notes: Project completion report will be filed within 90 days of project completion. Post performance reports will be filed for total of 10 years following completion of project.

EXHIBIT "D"

BUDGET

Solano County Water Agency

BUDGET

Solano County Water Agency

Project 1: Water Efficient Landscape Rebate Program						
Task		Estimated Non-State Share	State Grant	Other State Funds	Required Non-State Share	Estimated Total Project Cost
1	Direct Project Administration					$ -
2	Land Purchase/Easement					$ -
3	Planning/Design/Engineering/Environmental Documentation					$ -
4	Construction/Implementation	$ 1,237,984	$ 1,379,625		$ 52,690	$ 2,617,609
5	Environmental Compliance/Mitigation/Enhancement					$ -
6	Construction Administration					$ -
7	Other Costs					$ -
8	Contingency					$ -
	Totals	$ 1,237,984	$ 1,379,625	$ -	$ 52,690	$ 2,617,609

Project 2: Bay Friendly Landscape Training Program (StopWaste.org)						
Task		Estimated Non-State Share	State Grant	Other State Funds	Required Non-State Share	Estimated Total Project Cost
1	Direct Project Administration					$ -
2	Land Purchase/Easement					$ -
3	Planning/Design/Engineering/Environmental Documentation					$ -
4	Construction/Implementation	$ 240,732	$ 230,247		$ 30,000	$ 470,979
5	Environmental Compliance/Mitigation/Enhancement					$ -
6	Construction Administration					$ -
7	Other Costs					$ -
8	Contingency					$ -
	Totals	$ 240,732	$ 230,247	$ -	$ 30,000	$ 470,979

Project 3: Weather Based Irrigation Controller Program						
Task		Estimated Non-State Share	State Grant	Other State Funds	Required Non-State Share	Estimated Total Project Cost
1	Direct Project Administration					$ -
2	Land Purchase/Easement					$ -
3	Planning/Design/Engineering/Environmental Documentation					$ -
4	Construction/Implementation	$ 532,622	$ 651,225		$ 34,636	$ 1,183,847
5	Environmental Compliance/Mitigation/Enhancement					$ -
6	Construction Administration					$ -
7	Other Costs					$ -
8	Contingency					$ -
	Totals	$ 532,622	$ 651,225	$ -	$ 34,636	$ 1,183,847

Project 4: High Efficiency Toilet & Urinal Rebate Program						
Task		Estimated Non-State Share	State Grant	Other State Funds	Required Non-State Share	Estimated Total Project Cost
1	Direct Project Administration					$ -
2	Land Purchase/Easement					$ -
3	Planning/Design/Engineering/Environmental Documentation					$ -
4	Construction/Implementation	$ 1,403,825	$ 1,747,500		$ 1,169,171	$ 3,151,325
5	Environmental Compliance/Mitigation/Enhancement					$ -
6	Construction Administration					$ -
7	Other Costs					$ -
8	Contingency					$ -
	Totals	$ 1,403,825	$ 1,747,500	$ -	$ 1,169,171	$ 3,151,325

Project 5: High Efficiency Toilet & Urinal - Direct Install Program						
Task		Estimated Non-State Share	State Grant	Other State Funds	Required Non-State Share	Estimated Total Project Cost
1	Direct Project Administration					$ -
2	Land Purchase/Easement					$ -
3	Planning/Design/Engineering/Environmental Documentation					$ -
4	Construction/Implementation	$ 1,065,725	$ 2,691,225		$ 1,065,725	$ 3,756,950
5	Environmental Compliance/Mitigation/Enhancement					$ -
6	Construction Administration					$ -
7	Other Costs					$ -
8	Contingency					$ -
	Totals	$ 1,065,725	$ 2,691,225	$ -	$ 1,065,725	$ 3,756,950

Project 6: High Efficiency Clothes Washer Rebate						
Task		Estimated Non-State Share	State Grant	Other State Funds	Required Non-State Share	Estimated Total Project Cost
1	Direct Project Administration					$ -
2	Land Purchase/Easement					$ -
3	Planning/Design/Engineering/Environmental Documentation					$ -
4	Construction/Implementation	$ 1,925,985	$ 1,920,863		$ 1,925,985	$ 3,846,848
5	Environmental Compliance/Mitigation/Enhancement					$ -
6	Construction Administration					$ -
7	Other Costs					$ -
8	Contingency					$ -
	Totals	$ 1,925,985	$ 1,920,863	$ -	$ 1,925,985	$ 3,846,848

Project 7: Napa County Rainwater Harvesting Pilot Project (Napa Co. RCD)						
Task		Estimated Non-State Share	State Grant	Other State Funds	Required Non-State Share	Estimated Total Project Cost
1	Direct Project Administration	$ 2,700	$ 9,000			$ 11,700
2	Land Purchase/Easement	$ -				$ -
3	Planning/Design/Engineering/Environmental Documentation					$ -
4	Construction/Implementation	$ 75,635	$ 241,000		$ -	$ 316,635
5	Environmental Compliance/Mitigation/Enhancement					$ -
6	Construction Administration					$ -
7	Other Costs					$ -
8	Contingency					$ -
	Totals	$ 78,335	$ 250,000	$ -	$ -	$ 328,335

Project 8: Conservation Program Administration (reporting, invoicing, disbursements, coordination by Solano CWA)						
Task		Estimated Non-State Share	State Grant	Other State Funds	Required Non-State Share	Estimated Total Project Cost
1	Direct Project Administration	$ 1,785	$ 321,000		$ 1,785	$ 322,785
2	Land Purchase/Easement					$ -
3	Planning/Design/Engineering/Environmental Documentation					$ -
4	Construction/Implementation					$ -
5	Environmental Compliance/Mitigation/Enhancement					$ -
6	Construction Administration					$ -
7	Other Costs					$ -
8	Contingency					$ -
	Totals	$ 1,785	$ 321,000	$ -	$ 1,785	$ 322,785

EXHIBIT E

Report Format and Requirements

The following reporting formats should be utilized.

PROGRESS REPORTS

Project Sponsor shall submit Progress Reports on a consistent basis to meet BACWA's requirement for disbursement of the State Grant Share. Each Progress Report should describe the work performed during the reporting period. For the Project, describe the work performed, including:

CONTINUING ELIGIBILITY

- For Urban Water Suppliers who have not submitted a complete Urban Water Management Plan, the status of the plan development and submittal.
- A brief summary of the status of adoption of an IRWM Plan that complies with Part 2.2 of Division 6 of the California Water Code, commencing with § 10530.
- In areas that receive water supplied from the Sacramento-San Joaquin Delta, the IRWM Plan must reduce dependence on the Sacramento-San Joaquin Delta for water supply (SB 855 (Stats. 2010) § 31(c)(1)(B)).
- Discuss the reasonable and feasible efforts to engage DAC into your IRWM efforts in regards to planning and projects that support their critical water supply or water quality needs.
- An update on efforts to adopt a Groundwater Management Plan.
- Upon adoption of IRWM Plan, submit an electronic copy with progress report.

PROJECT INFORMATION (Include any of the below that were applicable during the reporting period)

- Legal matters.
- Engineering matters.
- Environmental matters.
- Status of permits, easements, rights-of-way and approvals as may be required by other State, federal and/or local agencies.
- Major accomplishments during the reporting period (*e.g.*, tasks completed, milestones met, meetings held or attended, press releases, etc).
- Discussion of data submittal effort(s) for the previous reporting period, including a description of the data submitted and date(s) of submittal.

- Issues/concerns that have, will or could affect the schedule or budget, with a recommendation on how to correct the matter.

- Description of any differences between the work performed and the work outlined in the Project Work Plan.

- Description of any efforts to update IRWM Plan to obligations listed in Paragraph 12, "Continuing Eligibility," if applicable.

COST INFORMATION

- Provide a list showing all costs incurred during the reporting period by Project Sponsor and each contractor working on the Project. The list should include for all non-construction, or implementation costs (*e.g.*, design, and admin charges), the hours per task worked on during the quarter for above personnel.

- A discussion on how the actual budget is progressing in comparison to the project budget included in the Work Plan.

- A revised budget, including an explanation of why the revisions were necessary, by task, if changed from latest budget shown Exhibit D (Budget). [Note: a revised budget may require an official amendment to this Implementation Agreement and/or the State Agreement before it is accepted as final.]

SCHEDULE INFORMATION

- A schedule showing actual progress versus planned progress as shown in Exhibit C (Schedule).

- A discussion on how the actual schedule is progressing in comparison to the schedule in Exhibit C (Schedule).

- A revised schedule, by task, if changed from latest schedule in Exhibit C (Schedule). [Note: a revised schedule may require an official amendment to this Implementation Agreement and/or the State Agreement before it is accepted as final.]

ANTICIPATED ACTIVITIES NEXT REPORTING PERIOD

- Provide a description of anticipated activities for the next reporting period.

PROJECT COMPLETION REPORT

A Project Completion Report is required for each project identified in Exhibit A (Work Plan). This report will include the following sections:

EXECUTIVE SUMMARY

The Executive Summary consists of a maximum of ten (10) pages summarizing project information (see report status section below for topics). The Executive Summary should include the following:

- Brief description of work proposed to be done in the original Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 IRWM Implementation Grant application.

- Description of actual work completed and any deviations from the work plan identified in this Implementation Agreement and the State Agreement. List any official amendments to the State Agreement (as applicable to the Project), with a short description of the amendment.

- Describe the mechanism or process that allows for continued performance monitoring of the Project in meeting the objectives of the IRWM Plan.

REPORTS AND/OR PRODUCTS

- Provide a copy of any final technical report or study, produced for the Project, if applicable.

- Provide a map and shapefile(s) showing the location of the Project as completed. A description of the geographic projection and datum used for the shapefile must be submitted with the shapefile (a NAD '83 datum and either a UTM 10 or UTM 11 projection, dependent on the Project's location in the State, should be utilized).

- If any wells were constructed as part of the Project, provide the following information: Well logs; borehole geophysical logs; state well number; site information to include horizontal (NAD '83) and vertical (NAVD '88) datum to be determined within 0.5 feet.

- Provide an electronic copy of any as-built plans (media: CD-ROM; PDF format).

- Provide copies of any data collected along with location maps.

- If applicable, describe the findings of any study and whether the study determined the engineering, hydrologic, hydrogeologic, environmental, economic and financial feasibility of the Project.

- If applicable, a discussion of the critical water supply or water quality benefits to DAC as part of the State Agreement.

COST & DISPOSITION OF FUNDS INFORMATION

- A list of invoices showing:

  - The date each invoice was submitted to DWR, by and through BACWA.

  - The amount of the invoice.

  - The date the check was received.

- The amount of the check. If a check has not been received for the final invoice, then state this in this section.

- A spreadsheet summary of the original budget costs by task versus the final project costs

- A summary of final funds disbursement including:

  - Labor cost of personnel of agency/ major consultant /sub-consultants (Indicate personnel, hours, rates, type of profession and reason for consultant, *e.g.*, design, CEQA work, etc).

  - Construction cost information, shown by material, equipment, labor costs, and change orders.

  - Any other incurred cost detail.

  - A statement verifying separate accounting of State Grant Share disbursements.

- Summary of project cost including:

  - Accounting of the cost of project expenditure.

  - Include all internal and external costs not previously disclosed.

  - A discussion of factors that positively or negatively affected the project cost and any deviation from the original project cost estimate.

ADDITIONAL INFORMATION

- Benefits derived from the Project, with quantification of such benefits provided, if applicable.

- A final project schedule showing actual progress verse planned progress.

- Certification from a California Registered Civil Engineer that the Project was conducted in accordance with the approved work plan and any approved modifications thereto.

- Submittal schedule for the Post Performance Report and an outline of the proposed reporting format.

PROJECT PERFORMANCE REPORT

A Project Performance Report is required annually for the Project for a period of 10 years beginning after the first year of operation, and must include the following:

REPORTS AND/OR PRODUCTS

- Time period of the annual report, *e.g.*, Oct 2014 through September 2015.

- Short project description.

- Brief discussion of the project benefits to water quality, water supply, and the environment.

- An assessment of any explanations for any differences between the expected versus actual project benefits in meeting IRWM priorities as stated in the original IRWM Implementation Grant application. Where applicable, the reporting should include quantitative metrics, *e.g.*, new acre-feet of water produced that year, acres of wildlife habitat added, etc.

- Summary of any additional costs and/or benefits deriving from the Project since its completion, if applicable.

- Continued reporting on meeting the Output Indicators and Targets discussed in the Project Monitoring Plan discussed in Paragraph 22 of the State Agreement.

- Any additional information relevant to or generated by the continued operation of the project.

ELECTRONIC REPORT FORMATTING

Project Sponsor agrees that work funded under this Implementation Agreement will be provided in an electronic format to BACWA and/or DWR, as applicable. Electronic submittal of final reports, plans, studies, data and other work performed under the State Agreement shall be as follows:

- Text preferably in MS WORD or text PDF format.

- Files generally less than 10 MB in size.

- Files named so that the public can determine their content. For example, file naming of reports must have the title and, if subdivided into smaller sized files, the chapter number/letter and names in the report Table of Content (TOC); files of maps, figures, and tables by number/letter as referenced in the TOC; well logs files with DWR-required naming convention; and Appendix number/letter and named in the TOC.

- If the Project involves a modeling component, Project Sponsor shall provide the major input data files, parameters, calibration statistics, output files and other information requested by BACWA's and/or DWR's Project Manager.

EXHIBIT "F"

Copy of BACWA Board Resolution

Authorizing Execution of this Agreement

BAY AREA CLEAN WATER AGENCIES

Resolution No. 12,709

Resolution Authorizing the Chair of the Bay Area Clean Water Agencies to Execute Implementation Agreements with Local Project Sponsors in Accordance with California Grant Agreement No. 4600009715 (Safe Drinking Water, Water Quality and Supply, Flood Control, River And Coastal Protection Bond Act Of 2006 ("Prop 84"))

WHEREAS, on September 23, 2010, the Executive Board of the Bay Area Clean Water Agencies ("BACWA") approved a resolution authorizing submission of an application to DWR to obtain an IRWM grant pursuant to Proposition 84 and authorizing the Chair of BACWA to execute a grant agreement with DWR and other agreements as necessary to implement the award; and

WHEREAS, on September 21, 2011, pursuant to the request of BACWAmade on behalf of numerous local public agencies in the San Francisco Bay Area (the "Local Project Sponsors"), State of California Department of Water Resources ("DWR") awarded BACWA a grant for $30,093,592 in State funding (the "State Grant Funds") under the Safe Drinking Water, Water Quality and Supply, Flood Control, River And Coastal Protection Bond Act Of 2006 ("Prop 84"), and on October 5, 2011 BACWA confirmed acceptance of this award; and

WHEREAS, the State Grant Funds were granted to BACWA for purposes of distribution to the Local Project Sponsors to assist them in funding the implementation and operation of various water-related projects; and

WHEREAS, the process by which the State Grant Funds will be disbursed by DWR to BACWA will be governed by way of that certain Grant Agreement to be entered into by and between DWR and BACWA titled Agreement No. 4600009715 (the "State Grant Agreement"); and

WHEREAS, the process by which the State Grant Funds will in turn be disbursed by BACWA to the Local Project Sponsors will be governed by way of those certain Implementation Agreements to be entered into between BACWA and each individual Local Project Sponsor; and

WHEREAS, the Implementation Agreements are intended to protect BACWA against any risks of liability under the State Grant Agreement by passing those risks to the Local Project Sponsors; and

WHEREAS, after lengthy negotiation with the Local Project Sponsors, a template Implementation Agreement has been prepared and finalized, and is now ready to be

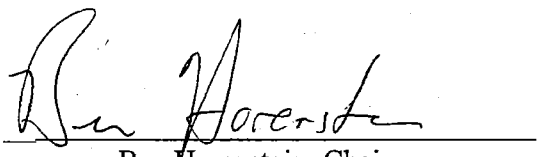
tailored to each Local Project Sponsor and provided to the Local Project Sponsors for their execution.

NOW, THEREFORE, BE IT RESOLVED that the Executive Board of BACWA hereby provides the Chair of BACWA the authority to execute each Implementation Agreement once the same has been executed by the applicable Local Project Sponsor, but only if such Implementation Agreement is executed by the applicable Local Project Sponsor prior to the date specified in Par. 16 of the State Grant Agreement or September 30, 2012, whichever occurs earlier. (If a Local Project Sponsor fails to execute an Implementation Agreement prior thereto, it will be removed from the State Agreement and not entitled to any portion of the State Grant Funds.)

BE FURTHER RESOLVED that the Executive Board of BACWA hereby provides the Chair of BACWA the authority to execute any written amendments to the previously-executed Implementation Agreements as they may become necessary throughout the course of administration of the State Grant Agreement.

CERTIFICATION

The undersigned Chair of Bay Area Clean Water Agencies hereby certifies that the foregoing Resolution was duly adopted at a noticed meeting of the Executive Board of Bay Area Clean Water Agencies held on April 16, 2012.

By: 

Ben Horenstein, Chair

EXHIBIT "G"

Copy of Board Resolution / Approval

Authorizing Execution of this Implementation Agreement

By Solano County Water Agency

Implementation Agreement No. 01
Page 223 of 224

ACTION OF
SOLANO COUNTY WATER AGENCY

DATE: **April 12, 2012**

SUBJECT: **Bay Area Proposition 84 Integrated Regional Water Management Grant**

RECOMMENDATION:

Authorize the General Manager, on behalf of the Bay Area Water Agencies, to execute necessary documents with the Bay Area Clean Water Agency (BACWA) to administer a conservation grant for the Bay Area Proposition 84 Integrated Regional Water Management Grant.

FINANCIAL IMPACT:

Grant amount for conservation programs is $9,190,695 with $691,875 allocated to SCWA. $321,000 in grant funding is also included for grant administration costs incurred by SCWA.

BACKGROUND:

Proposition 84 provides statewide funding for projects consistent with Integrated Regional Water Management Plans (IRWMPs) that meet new State requirements. In January 2011water agencies from the nine Bay Area counties joined with other agencies and submitted a grant proposal to DWR for a Proposition 84 IRWMP grant. This grant would help fund the implementation and operation of various regional water conservation, water recycling, ecosystem restoration, green infrastructure and flood management-watershed projects to be carried out by the participating agencies. DWR awarded the grant in August, 2011.

BACWA agreed to act as the lead agency for this grant and will enter into agreements with DWR on behalf of the participating agencies for disbursement of grant funds. SCWA will enter into an implementation agreement with BACWA to receive grant funds and in turn will enter into agreements with Bay Area water agencies to disburse funding for conservation programs.

Recommended: _____
David Okita, General Manager

[x] Continued on next page

[x] Approved as recommended

[ ] Other (see below)

Modification to Recommendation and/or other actions:

I, David B. Okita, General Manager and Secretary to the Solano County Water Agency, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular meeting thereof held on April 12, 2012 by the following vote.

Ayes: Directors Patterson, Batchelor, Price, Holdener, Crossley, Kondylis, Spering, Vasquez, Bishop, Sanchez, Hardy and Davis

Noes: None

Abstain: None

Absent: Directors Vick, Seifert and Reagan

_____
David B. Okita
General Manager & Secretary to the
Solano County Water Agency

SOLANO COUNTY STATE OF CALIFORNIA WATER AGENCY

Supplemental Agreement No. 01
Page 224 of 224

As part of its grant administration duties, SCWA will collect data from the participating Bay Area water agencies detailing grant activity completed during the past quarter. SCWA will then submit quarterly invoices to BACWA and BACWA will send the invoices to DWR. Once grant funds are received, BACWA will send the funds to SCWA who will then disburse the funds to the Bay Area water agencies.

Bay Area Proposition 84 Integrated Regional Water Management Grant
DRAFT
Memorandum of Understanding

This Memorandum of Understanding ("MOU") is entered into on, _____ , 2012 by and among the following Participating Agencies ("PAs"): Alameda County Water District, Bay Area Water Supply and Conservation Agency, City of Napa, Contra Costa Water District, East Bay Municipal Utility District, Sonoma County Water Agency, Santa Clara Valley Water District, San Francisco Public Utilities Commission, Solano County Water Agency, Marin Municipal Water District, Zone 7 Water Agency, StopWaste.org, and the Napa County Flood Control and Water Conservation District.

WHEREAS, on behalf of numerous public agencies located in the San Francisco Bay Area, Bay Area Clean Water Agencies ("BACWA") applied for and received a Proposition 84 Integrated Regional Water Management Grant ("State Grant") from the State of California, Department of Water Resources ("DWR") in the amount of $30,093,592, attached hereto and incorporated herein (Attachment A), to help fund the implementation and operation of various regional water conservation, water recycling, ecosystem restoration, green infrastructure, and flood management-watershed projects ("Projects"); and

WHEREAS, the State Grant includes $9,191,685 to fund water conservation programs for the following Participating Agencies (PAs): Alameda County Water District, Bay Area Water Supply and Conservation Agency, City of Napa, Contra Costa Water District, East Bay Municipal Utilities District, Sonoma County Water Agency, Santa Clara Valley Water District, San Francisco Public Utility Commission, Solano County Water Agency, Marin Municipal Water District, Zone 7 Water Agency, Alameda County Waste Management Authority (StopWaste.org), and the Napa County Flood Control and Water Conservation District; and

WHEREAS, Solano County Water Agency ("SCWA")and BACWA have entered into an Implementation Agreement dated, May 7, 2012 attached hereto and incorporated herein (Attachment B),by which BACWA agrees to disburse funding from the State Grant to SCWA for SCWA to use in administration and performance of eligible Projects under the State Grant; and

WHEREAS, the State Grant permits SCWA to pass State Grant funds through to another agency to carry out the purposes of the State Grant; and

WHEREAS,SCWA wishes to pass State Grant funds through to the PAs in this MOU to use in the performance of eligible Projects, and the PAs desire to receive State Grant funds, and are willing to cooperate in fulfilling SCWA's obligations under the Implementation Agreement, all in conformity with State Grant requirements.

NOW, THEREFORE, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Term

This MOU will be in effect as long as the Implementation Agreement between BACWA and SCWA is in effect. Notwithstanding the date on which this MOU is executed, eligible projects initiated on or after August 17, 2011thatmeetState Grant program requirements are eligible for reimbursement under this MOU. Each PA must abide by the State Grant guide lines hereto and incorporated herein (Attachment A).

2. Grant Funding Allocation by Participating Agency

Pursuant to the Implementation Agreement by and between SCWA and BACWA (Attachment B), State Grant funds for eligible water conservation projects are available to PAs in the amounts listed in Table 1:

Table 1. Participating Agency State Grant Fund Allocations

Participating Agency	Grant Funding
Alameda County Water District	$ 712,500
Bay Area Water Supply and Conservation Agency	$ 862,988
City of Napa	$ 330,000
Contra Costa Water District	$ 822,000
East Bay Municipal Utilities District	$ 863,100
Marin Municipal Water District	$ 862,500
Napa County Flood Control and Water Conservation District	$ 250,000
San Francisco Public Utilities Commission	$ 863,100
Santa Clara Valley Water District	$ 860,625
Solano County Water Agency	$ 691,875
Sonoma County Water Agency	$ 765,000
StopWaste.Org	$ 230,247
Zone 7	$ 756,750

Each PA will be entitled to receive its allocation of grant funds during the term of the State Grant Agreement (Attachment A).

Each PA's grant funding allocation was determined based on a specific number and type of rebate. A Rebate Spreadsheet attached hereto and incorporated herein (Attachment C) was developed that lists the number and type of each rebate or water conservation project and the water savings associated with each type of rebate or water conservation project. This information was used as the basis for the State Grant application. Pending DWR approval each PA may increase or decrease the number and type of rebates they provide. However, the resulting water

savings per grant dollar spent must be equal to or greater than what is specified in the Rebate Spreadsheet.

If necessary, prior to completion of the Final Quarterly Report and Invoice, the PAs shall convene to determine, to the extent consistent with the Implementation Agreement, how unspent, forfeited, or remaining State Grant funds shall be redistributed. .

3. Work Plan

To be eligible for State Grant funds, the PAs shall implement conservation projects in accordance with the Work Plan section (Exhibit A) of the Implementation Agreement.

4. Reporting and Invoicing

The PAs have developed a Grant Reporting Template attached hereto and incorporated herein (Attachment D) which specifies required quarterly reporting data. The Grant Reporting Template shall be used by all PAs when reporting.

On a quarterly basis, SCWA will prepare a Quarterly Progress Report and Invoice and submit it to BACWA according to the terms of the Implementation Agreement. The PAs will provide SCWA with the required program data for their agency on a quarterly basis in electronic format using the Grant Reporting Template.

Quarterly Progress Reports and Invoices will be submitted according to the schedule shown in Table 2 and the following process:

i. On a quarterly basis, SCWA will request Quarterly Progress Report data from the PAs. Using the Grant Reporting Template, the PAs will submit their data and individual invoices electronically to SCWA within five (5) business days.

ii. Within ten(10) business days after SCWA's initial request for Quarterly Progress Report data , SCWA will prepare and distribute a draft Quarterly Progress Report and Invoice to the PAs for review and approval.

iii. The PAs will provide written corrections or approval to SCWA within five (5) business days of its receipt of SCWA's draft Quarterly Progress Report and Invoice.

iv. Within five (5) business days of receipt of corrections or approval from the PAs, SCWA will incorporate the corrections and submit a final draft of the Quarterly Progress Report and Invoice for approval by the PAs.

v. The PAs will provide written corrections or approval to SCWA within two (2)business days of its receipt of SCWA's final draft Quarterly Progress Report and Invoice.

vi. Within three (3)business days of receipt of corrections or approval from the PAs, SCWA will incorporate the corrections and submit the final approved Quarterly

Progress Report and Invoice to BACWA pursuant to its obligations under the Implementation Agreement.

vii. If a PA does not meet these reporting deadlines, that PA's data will not be included in the Quarterly Progress Report and Invoice. The PA will be required to wait until the following quarter to submit their data.

viii. The PAs shall continue to report their activities throughout the State Grant period even if they have expended their share of allocated State Grant funds before the end of the term.

ix. The PAs will be required to review each Annual report and the Grant Completion Report for ten (10) years after the end of the grant period.

Table 2. State Grant Quarterly Progress Report and Invoice Schedule

Reporting Period	Quarter	Date Progress Due to BACWA
August 17, 2011 to May 31, 2012	Second Quarterly Report, Invoice 1 QA 1-5	July 16, 2012
June 1 to August 31, 2012	QA 6, Invoice 2	October 15, 2012
September 1 to November 30, 2012	QA 7, Invoice 3	January 15, 2013
December 1, 2012 to February 28, 2013	QA 8, Invoice 4	March 15, 2013
March 1 to May 31, 2013	QA 9, Invoice 5	July 15, 2013
June 1 to August 31, 2013	QA 10, Invoice 6	October 15, 2013
September 1 to November 30, 2013	QA 11, Invoice 7	January 15, 2014
December 1, 2013 to completion of last project	QA 12, Invoice 8	March 17, 2014

Per the Implementation Agreement with BACWA, SCWA will submit a Grant Completion Report and Monitoring Plan within the time period stipulated in the Agreement.

SCWA is also required to submit Project Performance Reports directly to DWR each year for ten (10) years after the end of the grant period. The PAs will work with SCWA to provide the necessary data for, and review of, these reports.

After SCWA has submitted the Quarterly Progress Report and Invoice to BACWA, PAs that have not already done so shall submit an invoice to SCWA for their portion of the grant funding, The invoice shall reference the activity period and match the activities and costs submitted in that PA's Grant Reporting Template submittal.

SCWA will not pay the PAs on their invoices until it has received the State Grant funds from the DWR through BACWA. In addition, the DWR may withhold a percentage of payment on each quarterly invoice. If this is the case, SCWA may withhold the same percentage from payment on the individual PA invoices. SCWA will process each PA invoice for payment within thirty (30) business days of receipt of State Grant funds from BACWA.

5. Communication

All communications relating to the day-to-day activities of the Water Conservation Projects shall be exchanged between the project managers or their alternates for each PA as shown on Attachment E.

6. Flow Through of Specific Grant Requirements

The PAs will comply with all applicable provisions of the Implementation Agreement, attached to this MOU as Attachment B and incorporated by this reference.

7. Inspection of Records

Pursuant to the State Grant, the DWR is entitled to inspect and make copies of any records pertaining to the program and the PAs are required to make available for such inspection accurate records of all costs, disbursements, and documentation as necessary to satisfy the requirements of the State Grant Agreement (Attachment A).

8. Indemnification

Each PA agrees to indemnify, defend, and hold harmless SCWA, its board members, officers, agents, volunteers, contractors, and employees from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), demands, suits, liens, damages, costs, claims, including but not limited to, claims for bodily injury, death, personal injury, or property damage, that are incurred by or asserted against SCWA arising out of or connected with acts or omissions on the part of a PA under or in connection with the Projects or this MOU including but not limited to actions or inactions that result in a disruption or discontinuance of the disbursement of State Grant funds. This indemnity will survive expiration or termination of this MOU.

SCWA will indemnify, defend, and hold harmless each PA, its board members, officers, agents, volunteers, contractors, and employees from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), demands, suits, liens, damages, costs, claims, including but not limited to, claims for bodily injury, death, personal injury, or property damage, that are incurred by or asserted against a PA arising out of or connected with acts or omissions on the part of SCWA under or in connection with the Projects or this MOU including but not limited to actions or inactions that result in a disruption or discontinuance of the disbursement of State Grant funds. This indemnity will survive expiration or termination of this MOU.

9. Dispute Resolution

The Parties shall meet promptly to address any dispute that may arise and make a good faith effort to negotiate a resolution. The use by any party of any remedy specified herein for the enforcement of this MOU is not exclusive and shall not deprive any party of, or limit the application of, any other remedy provided by law.

10. Governing Law

This MOU, its interpretation and all work performed under it shall be governed by the laws of the State of California.

11. Severability

If any provision of this MOU is held invalid or unenforceable by a court of final jurisdiction, all other provisions of this MOU shall be construed to remain fully valid, enforceable, and binding on the parties.

12. Amendment. Entire Agreement

No amendment or variation of the terms of this MOU shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in this MOU is binding on any of the parties. This MOU constitutes the complete agreement between the parties and supersedes any prior written or oral communications.

13. Termination

Any PA may freely terminate this MOU by sending a letter to all other PAs. Upon the effectiveness of such termination, the PA's remaining allocation of the grant funds, if any, will be redistributed to the remaining PAs in accordance with Section 2 of this MOU and with the Implementation Agreement (Attachment B). A PA's reporting obligations to SCWA survive termination.

14. Term of the MOU

This MOU terminates on _____or when all parties' obligations under this MOU and the State Grant Agreement and Implementation Agreement have been fully satisfied, whichever occurs earlier.

15. Successors and Assigns

This MOU and all of its provisions shall apply to and bind the successors and assigns of the parties hereto.

This letter MOU may be executed in counterparts.

IN WITNESS WHEREOF, this MOU has been executed by the parties hereto:

SOLANO COUNTY WATER AGENCY

_____	_____
By:	By:
Dated: _____	Dated: _____