

1 [Accept and Expend Grant - Large Landscape Water Conservation Program - \$234,300]

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3 **Resolution authorizing the San Francisco Public Utilities Commission to accept and**
4 **expend a grant in the amount of \$234,000 from State grant funds for its Large**
5 **Landscape Water Conservation Program.**

6
7 WHEREAS, The Association of Bay Area Governments (ABAG) applied for a
8 Proposition 84 Integrated Regional Water Management Program Grant from the State of
9 California, Department of Water Resources (DWR) to help fund the implementation and
10 operation of 19 local, subregional, and regional water conservation, water recycling,
11 ecosystem restoration, green infrastructure, and flood management-watershed projects to be
12 carried out by the participating local agencies, including the San Francisco Public Utilities
13 Commission (SFPUC); and

14 WHEREAS, DWR awarded ABAG a grant of \$20,000,000 in State funds; and

15 WHEREAS, DWR and ABAG have entered into Grant Agreement No. 4600010575,
16 whereby State grant funds will be disbursed by DWR to ABAG, the fiscal agent for the grant
17 funds, on a reimbursement basis; and

18 WHEREAS, The State permits ABAG to disburse State grant funds to participating
19 agencies; and

20 WHEREAS, Solano County Water Agency (SCWA) and ABAG have entered into an
21 Implementation Agreement by which ABAG agrees to disburse funding from the State grant to
22 SCWA for SCWA to use in administration and performance of eligible Water Conservation
23 Projects under the State grant; and

24 WHEREAS, The SFPUC desires to receive State grant funds, and is willing to
25 cooperate in fulfilling ABAG and SCWA obligations under the State grant requirements; and

1 WHEREAS, On November 12, 2014, the SFPUC approved Resolution No. 14-0185
2 approving a Memorandum of Understanding between the SFPUC and the SCWA in which
3 SCWA agrees to disburse the State grant funds to the SFPUC to assist with implementation
4 of the SFPUC's Large Landscape Water Conservation Program in accordance with the
5 provisions of the implementation agreement; and

6 WHEREAS, The SFPUC's total annual budget for its Large Landscape Water
7 Conservation Program is \$1,500,000, of which \$234,300 will be provided through State grant
8 funds to help offset costs, with the SFPUC's estimated cost-share match being up to
9 \$724,383; and

10 WHEREAS, The State grant funds for assistance with the implementation of the Large
11 Landscape Water Conservation Program are not to exceed \$234,300; and

12 WHEREAS, The SFPUC cost share funds for implementation of the Large Landscape
13 Water Conservation Program are available in Water Conservation capital budget 502651;
14 now, therefore, be it

15 RESOLVED, That the Board of Supervisors hereby authorizes the General Manager of
16 the SFPUC to execute an Agreement with SCWA for the purpose of disbursing State grant
17 funds to the SFPUC assistance with its Large Landscape Water Conservation Program for an
18 amount not to exceed \$234,300, with estimated matching funds of up to \$724,383; and, be it


19 FURTHER RESOLVED, That within thirty (30) days of the agreement being fully
20 executed by all parties, the General Manager of the SFPUC shall provide the final agreement
21 to the Clerk of the Board for inclusion into the official file.

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Recommended:



HARLAN L. KELLY
General Manager of the SFPUC

Approved: 

EDWIN M. LEE
Mayor

Approved: 

BEN ROSENFELD
Controller

File 14-1221 Item 4	Department: Public Utilities Commission (PUC)
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EXECUTIVE SUMMARY

Legislative Objectives

- The proposed resolution authorizes the San Francisco Public Utilities Commission (SFPUC) to accept and expend a grant in the amount of \$234,300 from the California Department of Water Resources for the Large Landscape Water Conservation Program.

Key Points

- The Association of Bay Area Governments (ABAG) applied for a Proposition 84 Integrated Regional Water Management Program Grant from the California Department of Water Resources). The Department of Water Resources awarded ABAG a grant of \$20,000,000, and required that the agency to commit at least 25 percent in matching funds.
- ABAG and the Solano County Water Agency entered into an agreement where Solano County Water Agency serves as the Local Project Sponsor and single grant program coordinator on behalf of 12 Bay Area water agencies seeking Proposition 84 grant funds for similar water conservation programs. ABAG serves as the fiscal agent. Under the agreement between ABAG and the Solano County Water Agency, participating water agencies must commit matching funds of \$14,428,997 to grant funds of \$20,000,000.
- SFPUC entered into a Memorandum of Understanding (MOU) with the Solano County Water Agency for the \$234,300 grant to fund water irrigation and landscape projects as part of the Recreation and Park Department’s Alamo Square Park Project.

Fiscal Impact

- The Alamo Square Park Project will be administered by the Recreation and Park Department. Project costs are \$2,318,845, of which SFPUC will contribute \$1,318,845 and the Recreation and Park Department will contribute \$1,000,000. SFPUC’s contribution of \$1,318,845 includes \$1,084,545 from the Water Enterprise Water Conservation Fund, (including \$724,383 in matching funds to the grant) and \$234,300 in grant funds. The Recreation and Park Department will contribute the balance of \$1,000,000, in previously appropriated 2012 Clean and Safe Neighborhood Parks General Obligation Bond monies designated for water conservation projects.

Recommendation

- Approve the proposed resolution.

MANDATE STATEMENT / BACKGROUND**Mandate Statement**

City Administrative Code Section 10.170-1 states that accepting Federal, State, or third-party grant funds in the amount of \$100,000 or more, including any City matching funds required by the grant, are subject to Board of Supervisors approval.

Background

In February 2014, the California Department of Water Resources awarded the Association of Bay Area Governments (ABAG) a grant of \$20,000,000 in funds from the Proposition 84 Integrated Regional Water Management Program to help fund the implementation and operation of 19 local, sub-regional, and regional water conservation, water recycling, ecosystem restoration, green infrastructure, and flood management-watershed projects to be carried out by participating local agencies, including the San Francisco Public Utilities Commission (SFPUC).

Details of Proposition 84 Funding Allocation

The Solano County Water Agency applied as the Local Project Sponsor on behalf of 12 Bay Area water agencies seeking Proposition 84 grant funds for similar water conservation programs. Collectively, the request for all 12 agencies was approved by the California Department of Water Resources as one regional Bay Area conservation program, and as such, it requires one single grant program coordinator, the role taken on by the Solano County Water Agency.

Grant funds will be disbursed by the California Department of Water Resources to ABAG, the fiscal agent of the grant, on a reimbursement basis. ABAG and the Solano County Water Agency have entered into an agreement where ABAG agrees to disburse funding from the State grant to the Solano County Water Agency to use in administration and performance of eligible Water Conservation Projects under the State grant. In November 2014, SFPUC adopted Resolution No. 14-0185 approving a Memorandum of Understanding (MOU) between the SFPUC and the Solano County Water Agency, in which the Solano County Water Agency agreed to disburse \$234,300 in State grant funds to the SFPUC to assist with implementation of the Department's Large Landscape Water Conservation Program.

SFPUC Large Landscape Water Conservation Program

The SFPUC Large Landscape Water Conservation Program retrofits qualifying large landscape sites over 2.5 acres in San Francisco with a new high-efficiency irrigation system and climate-adapted species for purposes of reducing landscape water use. The program covers design and construction costs for new irrigation and plantings, as well as installation of educational public signage about water-efficient landscaping practices. Projects must be installed for a minimum of 10 years, and all projects must meet the requirements of San Francisco's Water Efficient Irrigation Ordinance. The goal of the program is to achieve permanent water savings at large irrigated landscape sites.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution authorizes the SFPUC to accept and expend a grant in the amount of \$234,300 from the Solano County Water Agency for the SFPUC Large Landscape Water Conservation Program to fund construction of water conserving irrigation improvements at Alamo Square Park, an approved site to participate in the program. Under the agreement between the California Department of Water Resources and ABAG, grant recipients must provide at least a 25 percent match to the grant funds. Under the agreement between the Solano County Water Agency and ABAG, the State grant is \$20,000,000 and matching funds from participating agencies are \$14,428,997, or 72 percent of total grant funds. SFPUC has decided to contribute \$724,383 in matching funds from previously appropriated funds to the Alamo Square Park project from the SFPUC's Water Conservation Fund, which is funded by revenues earned from the sale of water.

FISCAL IMPACT

The Alamo Square Park Project will be administered by the Recreation and Park Department. SFPUC will contribute \$1,318,845 of total project costs of \$2,318,845. \$1,084,545 will be funded by the Water Enterprise Water Conservation Fund, which is funded through water revenues (including the \$724,383 in matching funds) and \$234,300 will be the grant funds. The Recreation and Park Department will contribute the balance of \$1,000,000, in previously appropriated 2012 Clean and Safe Neighborhood Parks General Obligation Bond monies designated for water conservation projects. The total Alamo Square Park Project budget is \$2,318,845 as shown in Table 1 below.

Table 1: Alamo Square Park Project Budget

Task	Budget
Topographic Survey	\$40,000
Contract for DPW Services	3,000
Construction Documents	264,120
Community Outreach and Certificate of Appropriateness	40,000
Advertise and Bid	15,000
Award of Contract	1,320
Construction	1,954,405
Closeout	<u>1,000</u>
Total Grant Plan Budget	\$2,318,845

Source: SFPUC

Table 2 below outlines the funding from both RPD and SFPUC to the Alamo Square Park Project.

Table 2: Alamo Square Park Project Funding Sources

Funding Source	Amount
Recreation & Park Department Funding	\$1,000,000
SFPUC Funding	<u>1,318,845</u>
Total	\$2,318,845

Source: SFPUC

To date, six projects in the SFPUC's Large Landscape Water Conservation Program have been completed, and three are in the design phase, including the subject Alamo Square Park Project. The current amount of funding in the Large Landscape Water Conservation program is \$4,990,686. \$2,590,686 of this funding has been allocated, with the balance of \$2,400,000 remaining for future projects. The total SFPUC Large Landscape Water Conservation Program budget is \$4,990,686 as shown in Table 3 below.

Table 3: Large Landscape Water Conservation Program Budget

Project	Funding
Alamo Square Park	\$1,318,845
Moscone Recreation Center Park	360,748
Alta Plaza North	<u>911,093</u>
Subtotal	2,590,686
Remaining Funding in Program for Future Projects	<u>2,400,000</u>
Total	\$4,990,686

Source: SFPUC

The Alamo Square Park water conserving irrigation project is expected to commence in February 2015 and be completed in December 2017. The Recreation and Park Department will oversee the project's procurement process. The construction and installation of the irrigation improvements at Alamo Square Park will be implemented through a landscape contractor procured through an RPD construction contract based on a competitive process.

According to Ms. Katie Petrucione, Director of Administration and Finance at RPD, there will be no ongoing costs for the Alamo Square Park water conservation project.

RECOMMENDATION

Approve the proposed resolution.



**San Francisco
Water Power Sewer**

Services of the San Francisco Public Utilities Commission

525 Golden Gate Avenue, 13th Floor
San Francisco, CA 94102
T 415.554.3155
F 415.554.3161
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TO: Angela Calvillo, Clerk of the Board

FROM: Erin Hagan, Policy and Government Affairs Manager

DATE: November 14, 2014

SUBJECT: Accept and Expend Grant – Large Landscape Water Conservation Program – \$234,300

Attached please find an original and one copy of a proposed resolution authorizing the San Francisco Public Utilities Commission to accept and expend a grant in the amount of \$234,000 from State grant funds for its Large Landscape Water Conservation Program.

The following is a list of accompanying documents (2 sets):

1. Board of Supervisors Resolution
2. Final Awards: Proposition 84 Round 2 Implementation Grant
3. List of Awarded Projects: Proposition 84 Round 2 Implementation Grant
4. Grant Agreement No. 4600010575
5. Agreement between ABAG and SCWA
6. SFPUC Resolution No. 14-0185
7. MOU Between SFPUC and SCWA
8. Grant Resolution Information Form

Please contact Erin Hagan at 554-0706 if you need any additional information on these items.

Edwin M. Lee
Mayor

Ann Moller Caen
President

Francesca Vietor
Vice President

Vince Courtney
Commissioner

Anson Moran
Commissioner

Harlan L. Kelly, Jr.
General Manager



File Number: _____

(Provided by Clerk of Board of Supervisors)

Grant Resolution Information Form

(Effective July 2011)

Purpose: Accompanies proposed Board of Supervisors resolutions authorizing a Department to accept and expend grant funds.

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

1. Grant Title: **Round 2 Proposition 84 Integrated Regional Water Management Grant Funds from the California Department of Water Resources**
2. Department: **SFPUC**
3. Contact Person: **Erin Hagan** Telephone: **(415) 554-0706**
4. Grant Approval Status (check one):
 Approved by funding agency Not yet approved
5. Amount of Grant Funding Approved or Applied for: **\$ 234,000**
6. a. Matching Funds Required: **\$724,383**
b. Source(s) of matching funds (if applicable):
Funds for the SFPUC match will come from Water Conservation Large Landscape Program index code CUW265, 502651
7. a. Grant Source Agency: **California Department of Water Resources**
b. Grant Pass-Through Agency (if applicable):
8. Proposed Grant Project Summary:

The Association of Bay Area Governements (ABAG) applied for a Proposition 84 Integrated Regional Water Management Program Grant from the State of California, Department of Water Resources (DWR) to help fund the implementation and operation of 19 local, subregional, and regional water conservation, water recycling, ecosystem restoration, green infrastructure, and flood management-watershed projects to be carried out by the participating agencies. DWR and ABAG entered into a grant agreement in July 2014, whereby State grant funds will be disbursed by DWR to ABAG, the fiscal agent for the grant funds, on a reimbursement basis. DWR awarded ABAG a total grant of \$20,000,000 in State funding, of which \$2.7 million is for regional water conservation projects for 12 agencies, including the SFPUC. On behalf of the 12 agencies slated to receive grant funds for water conservation projects, the Solano County Water Agency (SCWA) has entered into an Implementation Agreement with ABAG by which ABAG agrees to disburse funding from the State Grant to SCWA for SCWA to use in administration and performance of eligible water conservation projects. The SCWA, in turn, seeks to execute MOUs with each of the participating 12 agencies to enable the SCWA to disburse State grant funds for eligible water conservation programs. The SFPUC's portion of the \$2.7 million award for water conservation is \$234,300, which the SFPUC will apply toward implementation of its Large Landscape Water Conservation Program.

9. Grant Project Schedule, as allowed in approval documents, or as proposed:

Start-Date: **February 1, 2015**

End-Date: **Large Landscape Water Conservation Program improvements to be funded in part by these grant funds are expected to be complete by December 2017. This MOU will be in effect as long as the Implementation Agreement between ABAG and SCWA terminates on December 31, 2018, or when all of the Parties' obligations under the State Agreement are fully satisfied, whichever occurs earlier..**

- 10. a. Amount budgeted for contractual services: **\$234,300?**
 - b. Will contractual services be put out to bid? **Yes**
 - c. If so, will contract services help to further the goals of the Department's Local Business Enterprise (LBE) requirements? **Yes**
 - d. Is this likely to be a one-time or ongoing request for contracting out? **One time**
-
- 11. a. Does the budget include indirect costs?
 Yes No
 - b. 1. If yes, how much? \$
 - b. 2. How was the amount calculated?
 - c. 1. 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):
 - c. 2. If no indirect costs are included, what would have been the indirect costs?
-
12. Any other significant grant requirements or comments:

Final Awards
Proposition 84 Round 2 Implementation Grant
February 4, 2014

Funding Area	IRWM Region	Grantee	Grant Award	Existing Appropriation (SB 855)	Future Appropriation
North Coast	North Coast	County of Humboldt	\$ 5,386,000	\$ 5,386,000	
Total			\$ 5,386,000	\$ 5,386,000	
San Francisco Bay Area	East Contra Costa County	Contra Costa Water District*	\$ 430,000	\$ 430,000	
	San Francisco Bay Area	Association of Bay Area Governments	\$ 20,000,000	\$ 20,000,000	
Total			\$ 20,430,000	\$ 20,430,000	
Central Coast	Pajaro River Watershed	San Benito County Water District	\$ 7,569,000	\$ 7,569,000	
Total			\$ 7,569,000	\$ 7,569,000	
Los Angeles - Ventura	Greater Los Angeles	Los Angeles County Flood Control District	\$ 23,433,962	\$ 23,433,962	
	Upper Santa Clara River	Castaic Lake Water Agency	\$ 7,006,481	\$ 7,006,481	
	Watersheds Coalition of Ventura County	County of Ventura	\$ 17,998,300	\$ 13,462,466	\$ 4,535,834
Total			\$ 48,438,743	\$ 43,902,909	\$ 4,535,834
Santa Ana	Santa Ana Watershed Project Authority	Santa Ana Watershed Project Authority	\$ 16,667,000	\$ 8,333,500	\$ 8,333,500
Total			\$ 16,667,000	\$ 8,333,500	\$ 8,333,500
San Diego	San Diego	San Diego County Water Authority	\$ 10,511,225	\$ 5,255,613	\$ 5,255,612
	South Orange County Watershed Management	County of Orange	\$ 1,708,647	\$ 1,708,647	
	Upper Santa Margarita	Rancho California Water District	\$ 1,031,163	\$ 1,031,163	
Total			\$ 13,251,035	\$ 7,995,423	\$ 5,255,612
Sacramento River	Consumnes, American, Bear, and Yuba	The Sierra Fund*	\$ 5,163,032	\$ 5,163,032	
	Upper Pit River Watershed	North Cal-Neva Resource Conservation And Development Council	\$ 1,148,410	\$ 1,148,410	
Total			\$ 6,311,442	\$ 6,311,442	
San Joaquin River	Consumnes, American, Bear, and Yuba	The Sierra Fund*	\$ 380,000	\$ 380,000	
	Merced	Merced Irrigation District	\$ 3,190,335	\$ 2,386,324	\$ 804,011
	Mokelumne/Amador/Calaveras	Upper Mokelumne River Watershed Authority	\$ 2,174,587	\$ 2,174,587	
	Tuolumne-Stanislaus	Tuolumne County Resource Conservation District	\$ 3,640,000	\$ 2,722,668	\$ 917,332
Total			\$ 9,384,922	\$ 7,663,579	\$ 1,721,343
Tulare Lake	Kern County	Tehachapi-Cummings County Water District	\$ 8,011,898	\$ 8,011,898	
	Upper Kings	Upper Kings Basin IRWM Authority	\$ 8,734,000	\$ 8,734,000	
Total			\$ 16,745,898	\$ 16,745,898	
Lahontan	Antelope Valley	Boron Community Services District	\$ 427,000		\$ 427,000
	Mojave	Mojave Water Agency*	\$ 3,000,000	\$ 1,500,000	\$ 1,500,000
Total			\$ 3,427,000	\$ 1,500,000	\$ 1,927,000
Colorado River Basin	Coachella Valley	Coachella Valley Water District	\$ 5,240,000	\$ 5,240,000	
Total			\$ 5,240,000	\$ 5,240,000	
GRAND TOTAL**			\$ 152,851,040	\$ 131,077,751	\$ 21,773,289

* Application contains projects in two funding areas

** \$131,077,751 is available from SB 855 funds, and \$21,773,289 is dependent on future appropriation.

**List of Awarded Projects
Proposition 84, Round 2 IRWM Implementation Grants**

Funding Area	Applicant	Project Name ¹	Critical DAC Project
North Coast			
County of Humboldt			
		Big Rock Community Services District Stabilize Water Storage Tank	X
		Fish Friendly Farming and Fish Friendly Ranching Environmental Certification in the Russian, Navarro, Gualala River Watershed	
		Gold Ridge Resource Conservation District, Coastal Watersheds Enhancement Project	
		Gualala River Sediment Reduction Program: Lower Rockpile Creek Planning Watershed	
		Humboldt Bay Municipal Water District, Ranney Collectors 1 & 1A Lateral Replacement	
		Karuk Tribe Lower Mid-Klamath (Red Cap/Perch Creek) Habitat Protection-Road Decommissioning Implementation Project	
		Restoration of Lower Klamath River Habitats	
		Russian River Watershed Agricultural Water Conservation & Water Supply Reliability Program	
		Salyer Mutual Water Company, Distribution System and Hydrants	X
		Siskiyou County Septage Pond Closure	
		Trinity County Resource Conservation District, West Weaver Creek - Channel and Floodplain Rehabilitation	
		Westhaven Community Services District, Water Tank	X
		Working Landscapes and Riparian Enhancement Project	
San Francisco Bay Area			
Association of Bay Area Governments			
		Project 1: Bay Area Regional Water Conservation and Education Program	
		Project 2: East Bayshore Recycled Water Project Phase 1A (Emeryville)	
		Project 3: Lagunitas Creek Watershed Sediment Reduction and Management Project	
		Project 4: Marin/Sonoma Conserving Our Watersheds: Agricultural BMP Projects	
		Project 5: Napa Milliken Creek Flood Damage Reduction and Fish Passage Barrier Removal	
		Project 6: North Bay Water Reuse Program – Sonoma Valley CSD 5th Street East/McGill Road Recycled Water Project	
		Project 7: Oakland Sausal Creek Restoration Project	
		Project 8: Pescadero Water Supply and Sustainability Project	X
		Project 9: Petaluma Flood Reduction, Water & Habitat Quality, and Recreation Project for Capri Creek	
		Project 10: Redwood City Bayfront Canal and Atherton Channel Flood Improvement and Habitat Restoration Project	
		Project 11: Regional Groundwater Storage and Recovery Project Phase 1A - South Westside Basin, Northern San Mateo County	
		Project 12: Richmond Breuner Marsh Restoration Project	
		Project 13: Roseview Heights Infrastructure Upgrades for Water Supply and Quality Improvement, Santa Clara County	
		Project 14: SF Bay Climate Change Pilot Projects Combining Ecosystem Adaptation, Flood Risk Mgmt, Wastewater Effluent Polishing	
		Project 15: San Francisco International Airport Reclaimed Water Facility	
		Project 16: San José Green Streets & Alleys Demonstration Projects	
		Project 17: San Pablo Rheem Creek Wetlands Restoration Project	
		Project 18: St. Helena Upper York Creek Dam Removal and Ecosystem Restoration Project	
		Project 19: Students and Teachers Restoring a Watershed (STRAW) Project—North and East Bay Watersheds	
		Contra Costa Water District	
		Rossmoor Well Replacement / Groundwater Monitoring Well System Expansion	
Central Coast			
San Benito County Water District			
		Critical Water Supply System Improvements for Pajaro	
		Hollister Urban Area Water Project	

Funding Area	Applicant	Project Name ¹	Critical DAC Project
		Increased Recycled Water Storage Project	
		Pajaro Agricultural Water Quality and Aquifer Enhancement Project	
Los Angeles - Ventura			
Castaic Lake Water Agency			
		Automatic Water Softener Rebate and Public Outreach Program (SCVSD-1)	
		Foothill Feeder Connection (CLWA-8)	
		Pellet Water Softening Treatment Plant - Phase 1 (NCWD-2)	
		Santa Clarita Valley Water Use Efficiency Strategic Plan Programs (CLWA - 3)	
		Santa Clarita Water Division Water Use Efficiency Programs (SCWD-2)	
		Upper Santa Clara River (USCR) Arundo/Tamarisk Removal Program (SCARP) Implementation (SC 1/BCN-1)	
County of Ventura			
		Invasive Plant Removal, Ecosystem Restoration, and Habitat Protection in the Santa Clara River	
		Moorpark Recycled Water Project Phase IV	
		North Pleasant Valley Groundwater Desalter	
		South Oxnard Stormwater Flood Management and Community Enhancement Project Phase 2B	
		Ventura River Invasive Plant Removal and Ecosystem Restoration Project	
		West Simi Valley Water Recycling Project Phases 1 and 2	
Los Angeles County Flood Control District			
		Citywide Storm Drain Catch Basin Curb Screens Project	
		Dominguez Channel Trash Reduction Project	
		Dominguez Gap Spreading Grounds West Basin Percolation Improvements	
		Foothill Municipal Water District Recycled Water Project	
		Marsh Park, Phase II	
		Oxford Retention Basin Multi-Use Enhancement Project	
		Pacoima Spreading Grounds Improvements Project	
		Peck Water Conservation Improvement	
		San Jose Creek Water Reclamation Plant East Process Optimization Project	
		South Gardena Recycled Water Pipeline Project	
		Upper Malibu Creek Watershed Restoration	
		Vermont Avenue Stormwater Capture and Greenstreet Project	
		Walnut Spreading Basin Improvements	
Santa Ana			
Santa Ana Watershed Project Authority			
		A - Perris Desalination Program -Brackish Water Wells 94, 95 and 96	
		B - Quail Valley Subarea 9 Phase 1 Sewer System Project	X
		C - Forest First - Increase Stormwater Capture and Decrease Sediment Loading through Forest Ecological Restoration	
		D - Wineville Regional Recycled Water Pipeline and Groundwater Recharge System Upgrades	
		E - Plunge Creek Water Recharge and Habitat Improvement	
		F - Prado Basin Sediment Management Demonstration Project	
		G - San Sevaine Ground Water Recharge Basin	
		H - Corona/Home Gardens Well Rehabilitation and Multi-Jurisdictional Water Transmission Line Project	
		I - Enhanced Stormwater Capture and Recharge along the Santa Ana River	
		J - Regional Residential Landscape Retrofit Program	
		K - Canyon Lake Hybrid Treatment Process	
		L - 14th Street Groundwater Basin	
		M - Customer Handbook to Using Water Efficiently in the Landscape	
		N - Vulcan Pit Flood Control and Aquifer Recharge Project	
		O - Francis Street Storm Drain and Ely Basin Flood Control and Aquifer Recharge Project	
		P - Commercial/Industrial/Institutional Performance-Based Water Use Efficiency Program	
		Q - Peters Canyon Channel Water Capture and Reuse Pipeline	
		R - Soboba Band of Luiseño Indians Wastewater Project	
		S - Recycled Water Project Phase (Arlington-Central Avenue Pipeline)	
		T - Wilson III Basins Project and Wilson Basins/Spreading Grounds	

Funding Area	Applicant	Project Name ¹	Critical DAC Project
San Diego			
County of Orange			
		Baker Water Treatment Plant	
		Comprehensive Landscape Water Use Efficiency Program	
		Riparian Invasion Control, Restoration, Monitoring, and Education Project	
		Targeted Water Conservation Program	
Rancho California Water District			
		Native Botanical Garden Project	
		Recycled Water and Plant Material Conversion Project for HOA Common Areas	
		Upper Valle de Los Caballos Recharge Project	
San Diego County Water Authority			
		Chollas Creek Integration Project – Phase II	
		Failsafe Potable Reuse at the Advanced Water Purification Demonstration Facility	
		Implementing Nutrient Management in the Santa Margarita River Watershed –Phase II	
		North San Diego County Regional Recycled Water Project – Phase II	
		Rural Disadvantaged Community Partnership Program	
		Sustaining Healthy Tributaries to the Upper San Diego River	
		Turf Replacement and Agricultural Efficiency Program	
Sacramento			
North Cal-Neva Resource Conservation and Development Council			
		Bieber Water Tank Refurbishment Project	
		Joint Leak Detection and Repair Program	
		McArthur Water Tank	X
The Sierra Fund²			
		CABY Mercury and Sediment Abatement Initiative	
		Camptonville Water System Improvement Project	X
		City of Placerville Waterline Replacement Project	
		Meadow Restoration, Assessment and Prioritization in the CABY region	
		Water Efficiency, Water Quality and Supply Reliability in the CABY Region	
		Wolf Creek Watershed: Restoration, Stormwater Source Control and Flood Management	
San Joaquin River			
Merced Irrigation District			
		Black Rascal Flood Control Project	X
		El Nido Recharge Basin	
		Merced River Education and Enhancement Program	
		Planada Community Services District Water Conservation Project	X
The Sierra Fund²			
		El Dorado County Small Hydroelectric Development Program	
Tuolumne County Resource Conservation District			
		Douglas Flat/Vailecito WWTP Storage Pond Project	
		GCSD/BOF (LS #16) Water Quality Protection Project	
		Home-Level Water Conservation for the DAC	
		Phoenix Lake Preservation and Restoration-Phase 2	
		Small Acreage Storm Water Pollution Prevention and Landowner Stewardship Program	
		Tuolumne Stanislaus Watershed Outreach and Education	
		Upper South Fork Stanislaus River Watershed Restoration and Water Quality Enhancement Project	
		Wastewater Treatment Facilities Improvement Project (Sprayfield)	
Upper Mokelumne River Watershed Authority			
		Camanche Area Regional Water Supply Project – Phase 1	X
		Lake Camanche Lateral Replacement Project – Phase 2	X
		Ponderosa Way Restoration Project – Phase 1	
Tulare Lake			
Tehachapi-Cummings County Water District			
		Kern Water Bank Recharge and Recovery Enhancement Project	
		Snyder Well Inter tie Pipeline for Irrigation and Nitrate Removal Project	

Funding Area	Applicant	Project Name ¹	Critical DAC Project
		Sycamore Road Flood Reduction Project	X
		Tehachapi Regional Water Use Efficiency Project	
		Urban Bakersfield Water Conservation Project	
Upper Kings Basin IRWM Authority			
		Project A - Fresno Irrigation District - Southwest Groundwater Banking Project	
		Project B - Laguna Irrigation District Recharge Basin 11	
		Project C - Bakman Water Company Water Supply Reliability and Conservation Project	X
		Project D - City of San Joaquin Water Supply Reliability and Conservation Project	X
		Project E - City of Kerman Residential Water Meter Project	
Lahontan			
Boron Community Services District			
		Boron Community Services District (BCSD) Arsenic Management Feasibility Study and Well Design Project	X
Mojave Water Agency			
		Victor Valley Wastewater Reclamation Authority Subregional Reclamation Project	
Colorado River Basin			
Coachella Valley Water District			
		Groundwater Quality Protection Program – Subarea D2	X
		Non-Potable Water Use Expansion Program	
		Salt and Nutrient Management Program	
		San Antonio del Desierto DAC Sewer Extension Project	X
		Torres-Martinez Avenue 64 Water Supply Connection Project	X

1) In addition to the projects listed, most applications also include a "grant administration project".

2) IRWM Regions is receiving funding from two funding areas.

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES) AND
ASSOCIATION OF BAY AREA GOVERNMENTS
AGREEMENT No. 4600010575
PROPOSITION 84 ROUND 2 INTEGRATED REGIONAL WATER MANAGEMENT (IRWM) IMPLEMENTATION GRANTS
CALIFORNIA PUBLIC RESOURCES CODE §75026 ET SEQ.**

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or DWR and the Association of Bay Area Governments, a public agency, in the 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 funding 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 Bay Area Integrated Regional Water Management 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 December 31, 2018, 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 9.
3. TOTAL PROJECT COST. The reasonable Total Cost of the Projects is estimated to be \$52,951,468.00.
4. GRANT AMOUNT. The maximum amount payable by the State under this Agreement shall not exceed \$20,000,000.00. Of this grant amount, not less than \$700,000.00 shall be expended to projects that benefit the critical water supply or water quality needs of disadvantaged communities (DAC) in the IRWM region.
5. GRANTEE COST SHARE. Grantee agrees to fund the difference between the Total Project Cost, and the Grant Amount (amount specified in Paragraph 4). Cost Share consists of Funding Match and Additional Cost Share, as documented in Exhibit B (Budget). Additional Cost Share is the amount necessary to fund the project above the Grant Amount and the Funding Match. Additional Cost Share will not be reviewed by the State for invoicing purposes; however, the Grantee is required to maintain all financial records associated with the project in accordance with Exhibit I (State Audit Document Requirements).
6. FUNDING MATCH. Funding Match is defined as the minimum amount of Grantee Cost Share required, and cannot include other State funds. Grantee is required to provide a Funding Match of at least 25% of the Total Project Cost. The Grantee's Funding Match is estimated to be \$14,428,997.00. Grantee's Funding Match may include in-kind services that are part of Exhibit A (Work Plan) and performed after September 30, 2008.
7. GRANTEE'S RESPONSIBILITY. Grantee and its representatives shall:
 - a) Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Exhibit B (Budget) and Exhibit C (Schedule).
 - b) Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 financing.
 - c) Comply with all applicable California laws and regulations.
 - d) Implement the Projects in accordance with applicable provisions of the law.
 - e) Fulfill its obligations under the Grant Agreement, and be responsible for the performance of the projects.
8. 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 Area Water Enhancement Program IRWM Round 2 Implementation 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.

9. BASIC CONDITIONS. State shall have no obligation to disburse money for projects under this Grant Agreement until Grantee has satisfied the following conditions (if applicable):
- a) Grantee and Local Project Sponsors demonstrate the availability of sufficient funds to complete each project, as stated in the Commitment Letter, by submitting the most recent 3 years of audited financial statements.
 - b) Grantee must demonstrate compliance with the groundwater compliance options set forth on page 15 of the IRWM Program Guidelines, dated November 2012.
 - c) For the term of this Grant Agreement, Grantee submits timely Quarterly Progress Reports as required by Paragraph 19, "Submission of Reports."
 - d) Grantee submits deliverables as specified in Paragraph 19 of this Grant Agreement and in Exhibit A.
 - e) Prior to the commencement of construction or implementation activities, Grantee shall submit the following to the State for each project:
 - 1) Final plans and specifications certified by a California Registered Professional (Civil Engineer or Geologist, as appropriate) for each approved projects as listed in Exhibit A of this Grant Agreement.
 - 2) Environmental Documentation
 - i) Grantee submits to the State all applicable environmental permits,
 - 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 documents 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 (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, State will consider the environmental documents and decide whether to continue to fund the projects 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, and mitigation monitoring programs as may be required prior to beginning construction/implementation.
 - 3) A monitoring plan as required by Paragraph 21, "Project Monitoring Plan Requirements."
10. DISBURSEMENT OF FUNDS. State will disburse to Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to Grantee under this Grant Agreement and any and all interest earned by Grantee on such money shall be used solely to pay Eligible Project Costs, as defined in Paragraph 11.
11. ELIGIBLE PROJECT COST. Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B. Eligible project costs include the reasonable costs of studies, engineering, design, land and easement acquisition, legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reasonable administrative expenses may be included as Total Project Costs and will depend on the complexity of the project preparation, planning, coordination, construction, acquisitions, and implementation. Reimbursable administrative expenses are the necessary costs incidentally but directly related to the projects 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. Work performed on the projects after February 4, 2014 shall be eligible for reimbursement.

Costs that are not eligible for reimbursement with State funds cannot be counted as Funding Match. Costs that are not eligible for reimbursement include, but are not limited to the following items:

- a) Costs, other than those noted above, incurred prior to the award date of the Grant.
 - b) 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 (per diem includes subsistence and other related costs).
 - i) Support of existing agency requirements and mandates (e.g., punitive regulatory agency requirement).
 - 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.
 - 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.
12. METHOD OF PAYMENT. Submit a copy of invoice for costs incurred and supporting documentation to the DWR Project Manager via Grant Review and Tracking Systems (GRANTS). Additionally, the original invoice form with signature and date (in ink) of Grantee's Project Representative, as indicated on page 9 of this Agreement, must be sent to the DWR Project Manager for approval. Invoices submitted via GRANTS shall include the following information:
- a) Costs incurred for work performed in implementing the projects 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 the projects during the period identified in the particular invoice for the implementation of a project.
 - c) 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 (i.e., tasks) specified in Exhibit B. 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 (e.g. receipts, copies of checks, time sheets) as determined by the State must be provided for all costs included in the invoice. Additional Cost Share shall be accounted for separately in the progress reports.
 - 4) Each invoice shall clearly delineate those costs claimed for reimbursement from the State's Grant Amount, as depicted in Paragraph 4, and those costs that represent Grantee's Funding Match, as applicable, in Paragraph 6.
 - 5) DWR Project Manager will notify Grantee, in a timely manner, when, upon review of an Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or are not supported by documentation or receipts acceptable to State. Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to State to cure such deficiency(ies). If Grantee fails to submit adequate documentation curing the deficiency(ies), State will adjust the pending invoice by the amount of ineligible or unapproved costs. After the disbursement requirements in Paragraph 9 "Basic Conditions" are met, State will disburse the whole or portions of State funding to Grantee, following receipt from Grantee via US mail or Express mail delivery of a "wet signature" invoice for costs incurred, including Cost Share, and timely Quarterly Progress Reports as required by Paragraph 19, Submission of Reports. Payment will be made no more frequently than monthly, in arrears, upon receipt of an invoice bearing the Grant Agreement number.

13. WITHHOLDING OF DISBURSEMENTS 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 State funding attributable to that project and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and State notifies Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 14, the portion that has been disbursed shall thereafter be repaid immediately with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by State, except if the State determines that the portion disbursed has been expended for eligible project costs in accordance with the provisions of the Grant Agreement. State may consider Grantee's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 14, "Default Provisions." If State notifies Grantee of its decision to withhold the entire funding amount from Grantee pursuant to this paragraph, this Grant Agreement shall terminate upon receipt of such notice by Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.
14. DEFAULT PROVISIONS. Grantee will be in default under this Grant Agreement if any of the following occur:
- Substantial breaches 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.
 - Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement.
 - 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.
 - Failure to operate or maintain projects in accordance with this Grant Agreement.
 - Failure to make any remittance required by this Grant Agreement.
 - Failure to comply with Labor Compliance Program requirements (Paragraph 18).
 - Failure to submit timely progress reports.
 - Failure to routinely invoice State.
 - Failure to meet any of the requirements set forth in Paragraph 15, "Continuing Eligibility."

Should an event of default occur, State shall provide a notice of default to the Grantee and shall give Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, State may do any of the following:

- Declare the funding 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.
- Terminate any obligation to make future payments to Grantee.
- Terminate the Grant Agreement.
- Take any other action that it deems necessary to protect its interests.

In the event State finds it necessary to enforce this provision of this Grant Agreement in 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.

15. CONTINUING ELIGIBILITY. Grantee must meet the following ongoing requirement(s) to remain eligible to receive State funds:
- 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.
 - 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.);
 - An agricultural water supplier must maintain compliance with SBx7-7 as outlined in Part 2.55 of Division 6 of the CWC.

- d) Grantees diverting surface water must maintain compliance with diversion reporting requirements as outlined in Part 5.1 of Division 2 of the CWC.
- e) Projects with potential groundwater impacts must demonstrate compliance with the groundwater compliance options set forth on page 15 of the IRWM Program Guidelines, dated August 2012.
16. PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS. Grantee shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Projects. Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental, procurement, and safety laws, rules, regulations, and ordinances. Grantee shall provide copies of permits and approvals to State.
17. RELATIONSHIP OF PARTIES. Grantee is solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Grant Agreement.
18. LABOR COMPLIANCE. Grantee agrees to comply with all applicable California Labor Code requirements, and Standard Condition D.28 in Exhibit D. Grantee must, independently or through a third party, adopt and enforce a Department of Industrial Relations-certified Labor Compliance Program (LCP) meeting the requirements of Labor Code section 1771.5 for projects funded by:
- Proposition 84 (Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006; PRC sections 75075 et seq.) or
 - Any other funding source requiring an LCP.

At the State's request, Grantee must promptly submit written evidence of Grantee's compliance with the LCP requirements.

19. 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 via DWR's "Grant Review and Tracking System" (GRanTS). 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 G. 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 is a requirement for the release of any funds retained for such projects.
- Progress Reports: Grantee shall submit progress reports on a regular and consistent basis to meet the State's requirement for disbursement of funds. The reporting period shall not exceed one quarter in length. The progress reports shall be sent via e-mail to the State's Project Manager and shall be uploaded into GRanTS at the frequency specified in Exhibit C, Project Schedule. The progress reports shall provide a brief description of the work performed during the reporting period including: Grantee's activities, milestones achieved, any accomplishments, and any problems encountered in the performance of the work under this Agreement.
 - Project Completion Report: 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 projects completion. Project Completion Report(s) shall include, in part, a description of actual work done, any changes or amendments to each project, and a final schedule showing actual progress versus planned progress, 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 California Registered Professional (Civil Engineer or Geologist, as appropriate),

consistent with Standard Condition D.19 in Exhibit D. 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.
- Post-Performance Reports: Grantee shall submit Post-Performance Reports. Post-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 annually for a total of 10 years after the completed projects begins operation.

20. OPERATION AND MAINTENANCE OF PROJECT. For the useful life of 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 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."
21. PROJECT MONITORING PLAN REQUIREMENTS. Exhibit A of this Grant Agreement shall contain activities to develop and submit to State a Project Monitoring Plan. Along with the Project Performance Measures Table requirements outlined in the Proposition 84 Round 2 Implementation Grants Proposal Solicitation Package (in Attachment 6), and guidance provided in Exhibit J, "Project Monitoring Plan Components," the Project Monitoring Plan should also include:
- a) Baseline conditions.
 - b) Brief discussion of monitoring systems to be used.
 - c) Methodology of monitoring.
 - d) Frequency of monitoring.
 - e) Location of monitoring points.

A Project Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. See Exhibit H, "Requirements for Statewide Monitoring and Data Submittal", for web links and information regarding other State monitoring and data reporting requirements.

22. 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 California Water Code) 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.

23. NOTIFICATION OF STATE. Grantee shall promptly notify State, in writing, of the following items:
- 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 projects will be undertaken until written notice of the proposed change has been provided to State and State has given written approval for such change. Substantial changes generally include changes to the work plan, schedule or term, and budget.
 - 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 14 calendar days prior to the event.
 - Final inspection of the completed work on a project by a California Registered Professional (Civil Engineer or Geologist, as appropriate), in accordance with Standard Condition D.19 in Exhibit D. Grantee shall notify the State's Project Manager of the inspection date at least 14 calendar days prior to the inspection in order to provide State 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 Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:
- By delivery in person.
 - By certified U.S. mail, return receipt requested, postage prepaid.
 - By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
 - 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 addresses set forth in Paragraph 26. 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 Project Representatives during the term of this Grant Agreement are 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

Association of Bay Area Governments
Ezra Rapport
Executive Director
101 8th Street
Oakland, CA 94607
Phone: (510) 464-7900
e-mail: ezrar@abag.ca.gov

Direct all inquiries to the Project Manager:

Department of Water Resources
Melissa Sparks
Project Manager
Division of Integrated Regional Water Management

Association of Bay Area Governments, San
Francisco Estuary Partnership division
Jennifer Krebs
Project Manager

PO Box 942836
Sacramento, CA 94236-0001
Phone: (916) 651-9221
e-mail: melissa.sparks@water.ca.gov

151 Clay Street, Suite 1400
Oakland, CA 94612
Phone: (510) 622-2315
e-mail: jkrebs@waterboards.ca.gov

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 – Budget
- Exhibit C – Schedule
- Exhibit D – Standard Conditions
- Exhibit E – Authorizing Resolution
- Exhibit F – Local Project Sponsors
- Exhibit G – Report Formats and Requirements
- Exhibit H – Requirements for Statewide Monitoring and Data Submittal
- Exhibit I – State Audit Document Requirements and Funding Match Guidelines for Grantees
- Exhibit J – Project Monitoring Plan Components

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

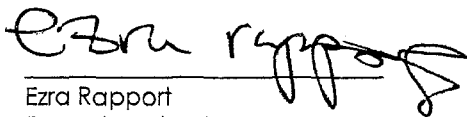
STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES



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

Date 7-6-14

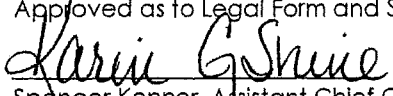
ASSOCIATION OF BAY AREA GOVERNMENTS



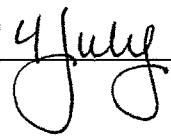
Ezra Rapport
Executive Director

Date 7/1/14

Approved as to Legal Form and Sufficiency

for 

Spencer Kenner, Assistant Chief Counsel
Office of Chief Counsel

Date 14 July 2014


**EXHIBIT A
WORK PLAN**

The Proposition 84 Round 2 Implementation agreement awards funding for 20 projects located within the San Francisco Bay Area IRWM region.

Project 1: Bay Area Regional Water Conservation and Education Program

The Regional Water Conservation and Education Program is a program that is implemented by 12 Bay Area agencies. The IRWM Round 2 Implementation funding will expand the implementation of existing water conservation practices in the Bay Area, resulting in reduced potable water use and improve the existing Bay Area regional water conservation initiative. A suite of program elements will promote high-efficiency technologies and best water conservation practices that improve indoor and outdoor water use efficiency throughout the San Francisco Bay Area. The specific program elements that will result in quantifiable and sustainable water savings include:

Element 1-1: High-Efficiency Toilet Rebates

This project element includes the installation of approximately 2,300 high efficiency toilets (HETs) and a total potable water savings of approximately 834 acre-feet (AF) over the lifespan of the fixtures.

Element 1-2: High-Efficiency Washer Rebates

This project element provides a dual benefit by approximately reducing energy costs by more than a third and water costs by more than half. This project element installs approximately 5,750 high-efficiency clothes washers (HEW), resulting in an estimated water savings of over 769 AF over approximately a 10-year lifespan of the appliance.

Element 1-3: Water-Efficient Sustainable Landscape Education Program

This project element provides practical training and education programs to landscape professionals and home gardeners throughout the Bay Area. This project element may include topics such as the importance of soil health, mulch and compost to improve water retention and the use of sheet mulching to replace water-thirsty turf with climate appropriate plants. The goal of this program is to conduct approximately 20 home gardener events and approximately 10 professional training courses, and leverage electronic media, to reach approximately 20,000 consumers with messages about how to reduce water use in their yards and gardens.

Element 1-4: Water-Efficient Landscape and Weather-Based Irrigation Controller Rebate

This project element promotes environmental sustainability and improve environmental stewardship by reducing potable water use, reducing carbon emissions from mechanized gardening, and reducing the amount of fertilizer, herbicide and pesticide laden water runoff into local streams. The first component of this project element is the Water-Efficient Landscape Rebate Program. This project element component replaces approximately 1.3 million square feet of lawn with water-efficient landscaping by providing rebates based for each square foot of lawn converted. This project element component results in an estimated 1,060 AF of potable water savings over an approximate 10-year period. The second component of this project element is the Weather-Based Irrigation Controllers Rebate Program. This component provides incentives to replace existing irrigation controllers with new efficient equipment. The new controllers automatically adjust watering times based on local weather conditions and plant types. This component results in the installation of approximately 3,145 single-family residence weather-based irrigation controllers and approximately 4,200 commercial, industrial, and/or institutional weather-based irrigation controllers to achieve a water savings of an estimated 550 AF over the approximate 10-year lifespan of the equipment.

Element 1-5: Large Landscape Irrigation System Retrofit Program

This project element improves irrigation efficiency, installs appropriate plantings, and improves landscape uses at large landscape sites. It retrofits at least one large landscape site with new irrigation, controllers, plantings, and educational signage. This project element results in a water savings of approximately 12 AF per year, and approximately 240 AF over the approximate 20-year lifespan of the project.

Element 1-6: Home Water Reports

This project element encourages water savings by providing customers with individualized water use reports and water scores with a comparison to other homes or businesses with similar characteristics and demographics. Customers will register on-line to receive water use reports, which will include customized water saving recommendations. This project's goals are to send an estimated 230,000 single-family home reports with approximately 101,500 completed within the first year. These reports are anticipated to result in potable water savings of approximately 768 AF each year with savings of approximately 4,610 AF over the approximate 6-year implementation of the program.

Element 1-7: Water Conservation and Mobile Water Lab Project

This project element conducts approximately 48 agricultural irrigation efficiency evaluations to provide recommendations on irrigation system and scheduling improvements to conserve water. These evaluations will be conducted for agricultural producers in the Sonoma Creek, Petaluma River, and Napa River watersheds. Up to two workshops will be held to encourage the sharing of valuable technology and information and to assist growers in obtaining funds to implement irrigation improvement recommendations. This project element estimates approximately 44 AF of water savings per year, with approximately 442 AF of savings over the approximate 20-year lifespan of implemented irrigation improvements.

Task 1: Direct Project Administration – Budget Category (a)**Task 1 a) Project Administration**

This task consists of the project administration responsibilities, which includes coordinating with up to 12 participating agencies, developing interagency agreements, coordinating agency responsibilities, and managing cost commitments. This task also includes providing other supporting documentation required for this grant agreement (e.g., financial statements, etc.).

Deliverables:

- Environmental Information Form (EIF)
- Financial Statements
- Other Applicable Project Deliverables

Task 1 b) Quarterly Progress Reports

This task consists of preparing progress reports detailing work completed in prior quarter as outlined in Exhibit (G) of this agreement and submitting to the Grantee for its submittal to DWR review.

Deliverables:

- Quarterly Project Progress Report

Task 1 c) Invoices

This task consists of preparing quarterly invoices including relevant supporting documentation for submittal to DWR via Grantee.

Deliverables:

- Quarterly Invoices and associated backup documentation

Task 1 d) Draft and Final Project Completion Report

This task consists of preparing draft Final Project Completion Report and submitting to DWR via Grantee for DWR Project Manager's comment and review no later than 90 days after project completion. This task also consists of preparing the Final Report addressing Grantee/DWRs comments. The report shall be prepared and presented in accordance with the provision of Exhibit G.

Deliverables:

- Draft and Final Project Completion Report

Task 2: Land Purchase/Easement – Budget Category (b)

Not applicable. This project does not require land purchases or easements.

Task 3: Planning/Design/Engineering/Environmental Documentation – Budget Category (c)

Not applicable. This project does not require preparation of assessment and evaluation studies.

Task 4: Construction/Implementation – Budget Category (d)*Element 1-1: High-Efficiency Toilet Rebates*

Task 4.1 a) Project Implementation

This project provides rebates for replacement older, high-volume flush toilets with high-efficiency toilets. This task consists of providing and evaluating rebate applications, processing rebates, providing public outreach and customer service, and providing education surveys and analysis. Additionally, this project element may include the development and coordination of marketing materials.

Deliverables:

- Eligible customer list
- Example of rebate application
- Database of participants in rebate program
- List of completed HETs
- Copies of the public outreach materials

Element 1-2: High-Efficiency Washer Rebates

Task 4.2 a) Project Implementation

This task consists of providing and evaluating rebate applications, processing rebates, providing public outreach and customer service, and providing education surveys and analysis. Additionally, this project element may include the development and coordination of marketing materials.

Deliverables:

- Eligible customer list
- Example of rebate application
- Database of participants in rebate program
- List of completed HEWs
- Copies of the public outreach materials

Element 1-3: Water-Efficient Sustainable Landscape Education Program

Task 4.3 a) Project Implementation

This task consists of organizing water-efficient sustainable gardening events and product expositions, holding trainings and qualification courses, and conducting outreach to promote the events/expositions and water-conservation and rebate marketing messages. This project element includes providing onsite training for staff at participating nurseries to promote successful communication with customers about the benefits of water conservation and the availability of local rebates and resources on sheet mulching lawns in place, and proper irrigation and techniques to reduce toxic runoff. Additionally, it includes the production and distribution of a pocket guide to water-conserving plants that thrive in the Bay Area, the development of an online clearinghouse of regional information about outdoor water conservation and local rebate programs, and the identification and promotion of landscape professionals that offer lawn conversion services. This project element includes the development and coordination of marketing materials.

Deliverables:

- A list of completed water-efficient sustainable gardening events and expos and number of participants

- A list of completed professional training programs and number of participants
- A report on results/metrics achieved through public outreach campaign
- A list of the number of staff training sessions held at nurseries
- Online posting and monitoring of website activity
- A copy of the pocket guide

Element 1-4: Water-Efficient Landscape and Weather-Based Irrigation Controller Rebate

Task 4.4 a) Project Implementation

The Water Efficient Landscape Program component of this project element includes outreach to property owners and managers, both residential and commercial, to minimize and remove turf, and replace it with a more sustainable water efficient landscape. This task consists of providing and evaluating rebate applications, processing rebates, and providing public outreach and customer service. The Weather-based Irrigation Controller Program component of this project element includes the replacement of standard irrigation "clock-type" controllers with self-adjusting automatic irrigation controllers that schedule irrigation events using evapotranspiration (ET) controllers. Participating agencies shall review and evaluate customer rebate applications. Additionally, agencies may conduct customer and retailer marketing and public outreach activities to implement the incentive program, including outreach to retailers, production of rebate materials, and post-cards associated with the distribution of the incentives.

Deliverables:

- An example of a Water Efficient Landscape rebate application
- Database of participants in Water Efficient Landscape Rebate Program
- A copy of public outreach materials for Water Efficient Landscape Program
- An example of a Weather-based Irrigation Controller customer application
- Database of participants in Weather-based Irrigation Controller Program
- A copy of public outreach materials for Weather-based Irrigation Controller Program

Element 1-5: Large Landscape Irrigation System Retrofit Program

Task 4.5 a) Project Implementation

This task consists of selecting qualifying large landscape sites in San Francisco and completing irrigation and landscape design plans that meet the requirements of San Francisco's Water Efficient Irrigation Ordinance. This task also includes developing a construction contract to implement the project's design and complete the site retrofit with new irrigation system, weather-based irrigation controller(s), and low water-use plantings. This task also includes the installation of educational public signage about water-efficient landscaping practices, and public outreach materials. Additionally, this project element may include the development and coordination of marketing materials.

Deliverables:

- A copy of the water-efficient irrigation and landscape design plans
- Copies of public outreach materials
- A copy of the bid documents and construction award
- Photos of the educational signage at the site

Element 1-6: Home Water Reports

Task 4.6 a) Project Implementation

This task consists of creating the home water report interface, including procuring software product and professional services, developing project specifications and a monitoring plan, implementing the backend database, establishing the system for consumption data feeds, and deploying user interface and backend database. This task also consists of issuing home water reports, monitoring participation, and conducting water savings evaluations.

Deliverables:

- A copy of the professional services contract

- A list of participants in the Home Water Report Program
- A copy of the final water savings report

Element 1-7: Water Conservation and Mobile Water Lab Project

Task 4.7 a) Project Implementation

This task consists of providing outreach and up to 2 educational workshops to agricultural landowners/managers, conducting approximately 48 agricultural irrigation system evaluations, providing recommendations on irrigation system and scheduling improvements to conserve water, sharing valuable technology and information with growers, and assisting growers in obtaining necessary funds to implement recommendations.

Deliverables:

- A copy of materials used at workshops
- A list of on-site irrigation system evaluations completed
- A copy of outreach materials distributed
- An example of recommendations provided based on evaluation

Project 2: East Bayshore Recycled Water Project Phase 1A (Emeryville)

The East Bayshore Recycled Water Project (EBRWP) provides approximately 2.5 million gallons/day (mgd) or approximately 2,800 acre-feet/year (AFY) of recycled water to customers within the Cities of Alameda, Albany, Berkeley, Emeryville, and Oakland. The project will extend the recycled water transmission pipeline constructed in 2012 by approximately 5,200 feet to the north in Emeryville. The extended recycled water pipeline will provide new customers in Emeryville with recycled water deliveries of approximately 40,000 gpd or approximately 50 AFY.

Task 1: Direct Project Administration – Budget Category (a)

Task 1 a) Project Administration

This task consists of the project administration responsibilities, which includes coordinating agency responsibilities and managing cost commitments. This task also includes providing other supporting documentation required for this grant agreement (e.g., financial statements, etc.).

Deliverables:

- Environmental Information Form (EIF)
- Financial Statements
- Other Applicable Project Deliverables

Task 1b) Quarterly Progress Reports

This task consists of preparing progress reports detailing work completed in prior quarter as outlined in Exhibit (G) of this agreement and submitting to the Grantee for its submittal to DWR review.

Deliverables:

- Quarterly Project Progress Report

Task 1c) Invoices

This task consists of preparing quarterly invoices including relevant supporting documentation for submittal to DWR via Grantee.

Deliverables:

- Quarterly Invoices and associated backup documentation

Task 1d) Draft and Final Project Completion Report

This task consists of preparing draft Final Project Completion Report and submitting to DWR via Grantee for DWR Project Manager's comment and review no later than 90 days after project completion. This task also consists of preparing the Final Report addressing Grantee/DWRs comments. The report shall be prepared and presented in accordance with the provision of Exhibit G.

Deliverables:

Draft and Final Project Completion Report

Task 1 e) Labor Compliance Program

This task consists of completing the required implementation of a Labor Compliance Program (LCP), if applicable. The Labor Compliance Plan will be compliant with Department of Industrial Relations standards and needs to be in place prior to any construction activities covered under this grant agreement.

Deliverables:

- Proof of Labor Compliance Plans for each project component

Task 2: Land Purchase/Easement – Budget Category (b)

Not applicable. The pipeline will be located in city streets within public right-of-way. This project does not require land purchases or easements.

Task 3: Planning/Design/Engineering/Environmental Documentation – Budget Category (c)

Task 3 a) Planning/Design/Engineering

This task consists of evaluating the proposed alignment constructability and identifying alternatives if planning alignment is not applicable. This task also includes completing the 30%, 60%, 90% and 100% design phases, including conducting surveys, performing calculations, preparing cross section drawings, preparing construction specifications, and completing construction drawings and specifications for final approval.

Deliverables:

- Copies of 30%, 60% and 90% design drawings and specifications
- A copy of the final drawings and specifications

Task 3 b) Environmental Documentation

This task consists of completing the required environmental compliance and environmental documentation as necessary.

Deliverables:

- Copy of environmental documents as required by CEQA

Task 3 c) Permitting

This task consists of acquisition of all identified federal, state, and local permits. Work includes coordinating and complying with requirements for issuance of a permit.

Deliverables:

- Copy of all required permits

Task 3 d) Project Monitoring Plan

A Project Monitoring Plan (PMP) shall be submitted to the State prior to disbursement of grant funds for construction or monitoring activities for this Project. Along with the Attachment 6 Project Performance Measures Tables requirements for the Project, the PMP will also include: a) Baseline conditions, b) Brief discussion of monitoring systems to be utilized, c) Methodology of monitoring, d) Frequency of monitoring, and e) Location of monitoring points.

The LPS will lead work for monitoring and performances measures verification after Project completion. Costs for monitoring and performance measures are not included in the budget (funding match or grant award).

Deliverables:

- Project Monitoring Plan

Task 4: Construction/Implementation – Budget Category (d)

Task 4 a) Construction Contracting

This task consists of construction contracting including solicitations for bids and awards of contracts.

Deliverables:

- Copy of bid package

Task 4 b) Mobilization and Site Preparation

This task consists of site staging, site security, temporary sanitary facilities, site BMPs, clearing and grubbing, stockpile and material storage designation, and traffic control.

Deliverables:

- Pre-construction photographs

Task 4 c) Project Construction

This task consists of including installation of approximately 5,200 feet of pipeline, construction of the collection system, and connections to properties, treatment system, and disposal system that will deliver an additional estimated 50 acre-feet per year (AFY). This task also includes all construction equipment and supplies.

Deliverables:

- Construction photographs
- Certified engineer inspection completion report with final as-built drawings

Task 4 d) Performance Testing and Demobilization

This task consists of performance testing and demobilization including stormwater testing for contaminant and turbidity levels, and demobilization and removal of debris and construction spoils from the site, excess materials, temporary sanitary facilities, and equipment.

Deliverables:

- Post-construction photographs

Task 4 e) Environmental Compliance/ Mitigation/ Enhancement

This task consists of complying with general construction measures, and creating an erosion and sediment control plan, stormwater pollution prevention plan, traffic control plan, and a hazardous materials management plan.

Deliverables:

- A copy of the erosion and sediment control plan
- A copy of the stormwater pollution prevention plan
- A copy of the traffic control plan
- A copy of the hazardous materials management plan

Task 4 f) Construction Administration

This task consists of reviewing the contractor's schedule and recommendations, managing and coordinating the agencies and contractors involved with the project, and providing construction inspection and management oversight.

Deliverables:

- A copy of the inspection reports
- A copy of meeting minutes from construction management reports

Project 3: Lagunitas Creek Watershed Sediment Reduction and Management Project

This project improves three stream crossings of the Cross Marin Trail, which runs parallel to Lagunitas Creek. The three sites are identified as, Big Bend, Jewell Creek, and Eucalyptus. The stream crossing improvements involve replacing old, failing, and undersized culverts with larger culverts or arch culverts. The Nicasio Transmission Line (NTL), a major water supply transmission pipeline, runs under the Cross Marin Trail, along its entire length, crossed by culverts at stream crossings, including the culverts to be replaced under this project. Construction includes excavating the fill at each crossing, removing the old culverts, draining a section of the water supply transmission pipeline, extracting the section of pipeline at the crossing section, installing the new culverts, and then replacing the removed Nicasio Transmission Pipeline section with a new piece of pipeline. This project also includes testing the pipeline, repaving the trail, and revegetating the face slopes of the crossings.

Task 1: Direct Project Administration – Budget Category (a)

Task 1 a) Project Administration

This task consists of the project administration responsibilities, which includes coordinating agency responsibilities and managing cost commitments. This task also includes providing other supporting documentation required for this grant agreement (e.g., financial statements, etc.).

Deliverables:

- Environmental Information Form (EIF)
- Financial Statements
- Other Applicable Project Deliverables

Task 1b) Quarterly Progress Reports

This task consists of preparing progress reports detailing work completed in prior quarter as outlined in Exhibit (G) of this agreement and submitting to the Grantee for its submittal to DWR review.

Deliverables:

- Quarterly Project Progress Report

Task 1c) Invoices

This task consists of preparing quarterly invoices including relevant supporting documentation for submittal to DWR via Grantee.

Deliverables:

- Quarterly Invoices and associated backup documentation

Task 1d) Draft and Final Project Completion Report

This task consists of preparing draft Final Project Completion Report and submitting to DWR via Grantee for DWR Project Manager's comment and review no later than 90 days after project completion. This task also consists of preparing the Final Report addressing Grantee/DWRs comments. The report shall be prepared and presented in accordance with the provision of Exhibit G.

Deliverables:

Draft and Final Project Completion Report

Task 1 e) Labor Compliance Program

This task consists of completing the required implementation of a Labor Compliance Program (LCP), if applicable. The Labor Compliance Plan will be compliant with Department of Industrial Relations standards and needs to be in place prior to any construction activities covered under this grant agreement.

Deliverables:

- Proof of Labor Compliance Plans for each project component

Task 2: Land Purchase/Easement – Budget Category (b)

Task 2 a) Land Acquisition

This task consists of working with California State Parks and the National Park Service to ensure that appropriate permissions and authorizations to conduct work on these parklands are in place prior to construction.

Deliverables:

- A Right-of-Entry Agreement from California State Parks and project authorization from the National Park Service.

Task 3: Planning/Design/Engineering/Environmental Documentation – Budget Category (c)

Task 3 a) Assessment and Evaluation

This task consists of performing assessments and documenting the site problems and determining the conceptual repair/improvement approaches, as the 10% design level.

Deliverables:

- A copy of the Lagunitas Creek Unpaved Roads Sediment Source Site Assessment

Task 3 b) Planning/Design/Engineering

This task consists of completing the design phases, including habitat assessments of tributary streams, topographic surveys of Big Bend and Eucalyptus stream crossings, geotechnical investigations of Big Bend and Eucalyptus stream crossings, 50% engineering designs and specs for Big Bend and Eucalyptus stream crossings and 100% engineering designs and specifications for three stream crossings.

Deliverables:

- Copies of 50% and 100% design drawings and specifications
- A copy of the final drawings and specifications

Task 3 c) Environmental Documentation

This task consists of completing the required environmental compliance and environmental documentation as necessary.

Deliverables:

- Copy of environmental documents as required by CEQA

Task 3 d) Permitting

This task consists of acquisition of all identified federal, state, and local permits. Work includes coordinating and complying with requirements for issuance of a permit.

Deliverables:

- Copy of all required permits

Task 3 e) Project Monitoring Plan

A Project Monitoring Plan (PMP) shall be submitted to the State prior to disbursement of grant funds for construction or monitoring activities for this Project. Along with the Attachment 6 Project Performance Measures Tables requirements for the Project, the PMP will also include: a) Baseline conditions, b) Brief discussion of monitoring systems to be utilized, c) Methodology of monitoring, d) Frequency of monitoring, and e) Location of monitoring points.

The LPS will lead work for monitoring and performances measures verification after Project completion. Costs for monitoring and performance measures are not included in the budget (funding match or grant award).

Deliverables:

- Project Monitoring Plan

Task 4: Construction/Implementation – Budget Category (d)

Task 4 a) Construction Contracting

This task consists of construction contracting including solicitations for bids and awards of contracts.

Deliverables:

- Copy of bid package

Task 4 b) Mobilization and Site Preparation

This task includes purchasing project equipment and supplies, and mobilizing equipment to the site, staging the site, implementing site security measures, installing temporary sanitary facilities, implementing site BMPs, clearing and grubbing, stockpiling and storing materials, and conducting traffic control.

Deliverables:

- Pre-construction photographs

Task 4 c) Project Construction

This task includes improvements to three stream crossings on the Cross Marin Trail running parallel to Lagunitas Creek. This task consists of excavating the fill at each crossing, removing the old culverts, draining a section of the pipeline, extracting the crossing, installing the new culverts, and replacing the removed section of the water transmission pipeline with a new section of pipeline, and restoring and revegetating the trail and slope area. This task also includes all construction equipment and supplies.

Deliverables:

- Construction photographs
- Certified engineer inspection completion report with final as-built drawings

Task 4 d) Performance Testing and Demobilization

This task consists of performance testing and demobilization including testing the Nicasio Transmission Line, and demobilizing and removing all debris and construction spoils from the site, excess materials, temporary sanitary facilities and equipment.

Deliverables:

- Post-construction photographs

Task 4 e) Environmental Compliance/ Mitigation/ Enhancement

This task consists of complying with general construction measures, and preparing a plan that strictly minimizes storm water pollutants, recreational traffic during construction, and sediment and any environmental protection specifications.

Deliverables:

- A copy of the plan that strictly minimizes construction related erosion and sediment
- A copy of the plan that strictly minimizes storm water pollutants
- A copy of the plan that addresses recreational traffic during construction
- A copy of the plan that prevents and responds to hazardous material spills
- A copy of the environmental protection specifications

Task 4 f) Construction Administration

This task consists of reviewing the contractor's schedule and recommendations, managing and coordinating the agencies and contractors involved with the project, and providing construction inspection and management oversight.

Deliverables:

- A copy of the inspection reports
- A copy of meeting minutes from construction management reports

Project 4: Marin/Sonoma Conserving our Watersheds: Agricultural BMP Projects

This project encourages collaboration with local ranchers and other natural resource management agencies to implement local and regional watershed projects within three-year program to improve water quality within the Tomales Bay, San Antonio, and Novato Creek watersheds. Approximately fifteen treatment sites will be evaluated by a technical advisory committee and implemented, representing approximately 20 environmental Best Management Practices (BMPs), on agricultural lands in Marin and Sonoma counties through the Conserving Our Watersheds (COW) Program.

Task 1: Direct Project Administration – Budget Category (a)

Task 1 a) Project Administration

This task consists of the project administration responsibilities, which includes coordinating agency responsibilities and managing cost commitments. This task also includes providing other supporting documentation required for this grant agreement (e.g., financial statements, etc.).

Deliverables:

- Environmental Information Form (EIF)
- Financial Statements
- Other Applicable Project Deliverables

Task 1b) Quarterly Progress Reports

This task consists of preparing progress reports detailing work completed in prior quarter as outlined in Exhibit (G) of this agreement and submitting to the Grantee for its submittal to DWR review.

Deliverables:

- Quarterly Project Progress Report

Task 1c) Invoices

This task consists of preparing quarterly invoices including relevant supporting documentation for submittal to DWR via Grantee.

Deliverables:

- Quarterly Invoices and associated backup documentation

Task 1d) Draft and Final Project Completion Report

This task consists of preparing draft Final Project Completion Report and submitting to DWR via Grantee for DWR Project Manager's comment and review no later than 90 days after project completion. This task also consists of preparing the Final Report addressing Grantee/DWRs comments. The report shall be prepared and presented in accordance with the provision of Exhibit G.

Deliverables:

Draft and Final Project Completion Report

Task 1 e) Labor Compliance Program

This task consists of completing the required implementation of a Labor Compliance Program (LCP), if applicable. The Labor Compliance Plan will be compliant with Department of Industrial Relations standards and needs to be in place prior to any construction activities covered under this grant agreement.

Deliverables:

- Proof of Labor Compliance Plans for each project component

Task 2: Land Purchase/Easement – Budget Category (b)

Not applicable. This project does not require land purchases or easements.

Task 3: Planning/Design/Engineering/Environmental Documentation – Budget Category (c)

Task 3 a) Assessment and Evaluation

This task consists of selecting the Technical Advisory Committee (TAC) members, finalizing selection criteria for project sites, finalizing BMPS standards and specifications, and selecting treatment project sites, contacting landowners, and identifying BMPs. This task consists of meeting with landowners to finalize Landowner Authorization (LOA) Agreements. The LOA includes a description of the conservation goals and objectives, funding agencies, budgets, permitting authorities, schedule of activities and monitoring responsibilities.

Deliverables:

- A copy of the final list of project sites and identified BMPs
- An example copy of an LOA Agreement

Task 3 b) Planning/Design/Engineering

This task consists of finalizing project engineering designs for each of the selected projects. Finalized 100% design/ engineering plans and specifications will be submitted to DWR.

Deliverables:

- Copies 100% design drawings and specifications for each selected project

Task 3 c) Environmental Documentation

This task consists of completing the required environmental compliance, completing any tribal notification, and environmental documentation as necessary.

Deliverables:

- Copy of environmental documents as required by CEQA

Task 3 d) Permitting

This task consists of acquiring all identified federal, state, and local permits. Work includes coordinating and complying with requirements for issuance of a permit.

Deliverables:

- Copy of all required permits

Task 3 e) Project Monitoring Plan

A Project Monitoring Plan (PMP) shall be submitted to the State prior to disbursement of grant funds for construction or monitoring activities for this Project. Along with the Attachment 6 Project Performance Measures Tables requirements for the Project, the PMP will also include: a) Baseline conditions, b) Brief discussion of monitoring systems to be utilized, c) Methodology of monitoring, d) Frequency of monitoring, and e) Location of monitoring points.

The LPS will lead work for monitoring and performances measures verification after Project completion. Costs for monitoring and performance measures are not included in the budget (funding match or grant award).

Deliverables:

- Project Monitoring Plan

Task 4: Construction/Implementation – Budget Category (d)

Task 4 a) Construction Contracting

This task consists of construction contracting including solicitations for bids and awards of contracts.

Deliverables:

- Copy of bid package

Task 4 b) Mobilization and Site Preparation

This task includes purchasing project equipment and supplies, and mobilizing equipment to the site, staging the site, implementing site security measures, installing temporary sanitary facilities; implementing site BMPs, clearing and grubbing, stockpiling and storing materials, and conducting animal traffic control.

Deliverables:

- Pre-construction photographs

Task 4 c) Project Construction

This task includes the collaboration with local ranchers and other natural resource management agencies to implement local and regional watershed projects. This task consists of selected project activities, including but not limited to access road improvements, animal trails and walkways, restoration plantings, fish stream improvements, grade stabilization structures, pipelines, sediment basins, stream channel stabilization, riparian fencing, and constructed water sources for grazing cattle. This task also includes all construction equipment and supplies.

Deliverables:

- Construction photographs
- Certified engineer inspection completion report with final as-built drawings

Task 4 d) Performance Testing and Demobilization

This task consists of performance monitoring including sediment load estimates, streambank and riparian line transects, and project assessment checklists.

Deliverables:

- Post-construction photographs

Task 4 e) Environmental Compliance/ Mitigation/ Enhancement

This task consists of complying with general construction measures, performing biological resources protection surveys during construction of BMPs where necessary, and post construction monitoring reports to permitting agencies where required. This task also includes contracting with restoration organizations to ensure successful implementation of restoration projects.

Deliverables:

- A copy of biological resource surveys, as required
- A copy of post construction monitoring reports, as necessary

Task 4 f) Construction Administration

This task consists of reviewing the contractor's schedule and recommendations, managing and coordinating the agencies and contractors involved with the project, and providing construction inspection and management oversight.

Deliverables:

- A copy of the inspection reports
- A copy of meeting minutes from construction management reports

Project 5: Napa Milliken Creek Flood Damage Reduction and Fish Passage Barrier Removal

This project involves up to three integrated elements to reduce flooding in neighborhoods adjacent to Milliken Creek: 1) approximately 300 cubic yards of dam/fill materials removed and approximately 0.52 acres of stream restoration, 2) construction of a flood bypass/weir to ensure a flood detention area does not overflow into neighboring homes, and 3) minor grading and drainage improvements to further protect adjacent, low-lying properties. The additional post-project length of stream channel/spawning/rear grounds that will be made available year round to anadromous fish above the dam is approximately 2.56 stream miles, or approximately 13,541 linear feet. The bypass/weir, element 2, is designed to reduce floodwater elevations and reduce the occurrence of floodwater entering neighboring residential properties.

Task 1: Direct Project Administration – Budget Category (a)

Task 1 a) Project Administration

This task consists of the project administration responsibilities, which includes coordinating agency responsibilities and managing cost commitments. This task also includes providing other supporting documentation required for this grant agreement (e.g., financial statements, etc.).

Deliverables:

- Environmental Information Form (EIF)
- Financial Statements
- Other Applicable Project Deliverables

Task 1b) Quarterly Progress Reports

This task consists of preparing progress reports detailing work completed in prior quarter as outlined in Exhibit (G) of this agreement and submitting to the Grantee for its submittal to DWR review.

Deliverables:

- Quarterly Project Progress Report

Task 1c) Invoices

This task consists of preparing quarterly invoices including relevant supporting documentation for submittal to DWR via Grantee.

Deliverables:

- Quarterly Invoices and associated backup documentation

Task 1d) Draft and Final Project Completion Report

This task consists of preparing draft Final Project Completion Report and submitting to DWR via Grantee for DWR Project Manager's comment and review no later than 90 days after project completion. This task also consists of preparing the Final Report addressing Grantee/DWR's comments. The report shall be prepared and presented in accordance with the provision of Exhibit G.

Deliverables:

Draft and Final Project Completion Report

Task 1 e) Labor Compliance Program

This task consists of completing the required implementation of a Labor Compliance Program (LCP), if applicable. The Labor Compliance Plan will be compliant with Department of Industrial Relations standards and needs to be in place prior to any construction activities covered under this grant agreement.

Deliverables:

- Proof of Labor Compliance Plans for each project component

Task 2: Land Purchase/Easement – Budget Category (b)

Task 2 a) Land Purchase/Easement Acquisition

This task consists of finalizing the negotiations for obtaining an easement for the work to be completed at the location of the bypass weir.

Deliverables:

- A copy of the recorded easement document

Task 3: Planning/Design/Engineering/Environmental Documentation – Budget Category (c)

Task 3 a) Assessment and Evaluation

This task consists of completing the planning assessment and feasibility studies prior to project development. This task also includes developing the 10%, 30% and 60% design plans and specifications.

Deliverables:

- A copy of the site assessment and feasibility studies
- A copy of the 60% design plans and specifications

Task 3 b) Planning/Design/Engineering

This task consists of finalizing project engineering designs (90% and 100%) for the project. Finalized 100% design/engineering plans and specifications will be submitted to DWR.

Deliverables:

- A copy of the 100% complete design plans and specifications

Task 3 c) Environmental Documentation

This task consists of completing the required environmental compliance, completing any tribal notification, and environmental documentation as necessary.

Deliverables:

- Copy of environmental documents as required by CEQA

Task 3 d) Permitting

This task consists of acquiring all identified federal, state, and local permits. Work includes coordinating and complying with requirements for issuance of a permit.

Deliverables:

- Copy of all required permits

Task 3 e) Project Monitoring Plan

A Project Monitoring Plan (PMP) shall be submitted to the State prior to disbursement of grant funds for construction or monitoring activities for this Project. Along with the Attachment 6 Project Performance Measures Tables requirements for the Project, the PMP will also include: a) Baseline conditions, b) Brief discussion of monitoring systems to be utilized, c) Methodology of monitoring, d) Frequency of monitoring, and e) Location of monitoring points.

The LPS will lead work for monitoring and performances measures verification after Project completion. Costs for monitoring and performance measures are not included in the budget (funding match or grant award).

Deliverables:

- Project Monitoring Plan

Task 4: Construction/Implementation – Budget Category (d)

Task 4 a) Construction Contracting

This task consists of construction contracting including solicitations for bids and awards of contracts.

Deliverables:

- Copy of bid package

Task 4 b) Project Construction

This task includes up to three integrated elements to reduce flooding in neighborhoods adjacent to Milliken Creek, through approximately 300 cubic yards of dam/fill materials removed, approximately 0.52 acres of stream restoration, construction of a flood bypass/weir, and minor grading and drainage improvements. This task consists of project construction activities, including but not limited to removal of in-stream dam, replacement of the bridge, installation of the bypass weir, and installation of property specific flood proofing. This task also includes all construction equipment and supplies.

Deliverables:

- Construction and post-construction photographs
- Certified engineer inspection completion report with final as-built drawings

Task 4 c) Environmental Compliance/ Mitigation/ Enhancement

This task consists of complying with general construction measures, pre-construction environmental assessments, development of Stormwater Pollution Prevention Plans compliance, and BMP inspections.

Deliverables:

- Example copies of the pre-construction environmental assessments and BMP inspection reports
- A copy of the NPDES compliance

Task 4 d) Construction Administration

This task consists of reviewing the contractor's schedule and recommendations, managing and coordinating the agencies and contractors involved with the project, and providing construction inspection tests and management oversight.

Deliverables:

- A copy of the inspection reports
- A copy of meeting minutes from construction management reports

Project 6: Sonoma Valley CSD 5th Street East/McGill Road Recycled Water Project

This project is the second phase of the Sonoma Valley Recycled Water Project, extending existing recycled water pipelines from the Watmaugh Recycled Water pipeline to serve additional properties. Phase 2 will be implemented in two sub-projects, the 5th Street East Recycled Water Project and the McGill Recycled Water Project. The first sub-project constructs approximately 8,720 linear feet of new pipeline to connect to the existing recycled water pipeline on Watmaugh Road. This pipeline provides recycled water to replace the current potable water used for landscape irrigation and irrigation of athletic fields and agricultural properties adjacent to the new pipeline at a later date. The 5th Street East Recycled Water Project will offset approximately 50 to 60 acre-feet of potable water annually. The second sub-project constructs approximately 700 linear feet of new pipeline to connect to an existing recycled water pipeline along McGill Road. This pipeline serves recycled water to agricultural properties on the east side of Highway 12 and will supply approximately 150 AFY of recycled water.

Task 1: Direct Project Administration – Budget Category (a)

Task 1 a) Project Administration

This task consists of the project administration responsibilities, which includes coordinating agency responsibilities and managing cost commitments. This task also includes providing other supporting documentation required for this grant agreement (e.g., financial statements, etc.).

Deliverables:

- Environmental Information Form (EIF)
- Financial Statements
- Other Applicable Project Deliverables

Task 1 b) Quarterly Progress Reports

This task consists of preparing progress reports detailing work completed in prior quarter as outlined in Exhibit (G) of this agreement and submitting to the Grantee for its submittal to DWR review.

Deliverables:

- Quarterly Project Progress Report

Task 1 c) Invoices

This task consists of preparing quarterly invoices including relevant supporting documentation for submittal to DWR via Grantee.

Deliverables:

- Quarterly Invoices and associated backup documentation

Task 1 d) Draft and Final Project Completion Report

This task consists of preparing draft Final Project Completion Report and submitting to DWR via Grantee for DWR Project Manager's comment and review no later than 90 days after project completion. This task also consists of preparing the Final Report addressing Grantee/DWRs comments. The report shall be prepared and presented in accordance with the provision of Exhibit G.

Deliverables:

Draft and Final Project Completion Report

Task 1 e) Labor Compliance Program

This task consists of completing the required implementation of a Labor Compliance Program (LCP), if applicable. The Labor Compliance Plan will be compliant with Department of Industrial Relations standards and needs to be in place prior to any construction activities covered under this grant agreement.

Deliverables:

- Proof of Labor Compliance Plans for each project component

Task 2: Land Purchase/Easement – Budget Category (b)

Task 2 a) Land Purchase/Easement Acquisition

This task consists of finalizing the negotiations for obtaining an easement for the work to be completed at the location of the recycled water sub-projects.

Deliverables:

- Copies of the recorded easement agreements

Task 3: Planning/Design/Engineering/Environmental Documentation – Budget Category (c)

Task 3 a) Assessment and Evaluation

This task consists of completing the planning assessment and feasibility studies prior to project development. This task also includes developing the 10%, 30% and 60% design plans and specifications.

Deliverables:

- A copy of the site assessment and feasibility studies
- A copy of the 60% design plans and specifications

Task 3 b) Planning/Design/Engineering

This task consists of finalizing project engineering designs (90% and 100%) for the project. Finalized 100% design/engineering plans and specifications will be submitted to DWR.

Deliverables:

- A copy of the 100% complete design plans and specifications

Task 3 c) Environmental Documentation

This task consists of completing the required environmental compliance, completing any tribal notification, and environmental documentation as necessary.

Deliverables:

- Copy of environmental documents as required by CEQA

Task 3 d) Permitting

This task consists of acquiring all identified federal, state, and local permits. Work includes coordinating and complying with requirements for issuance of a permit.

Deliverables:

- Copy of all required permits

Task 3 e) Project Monitoring Plan

A Project Monitoring Plan (PMP) shall be submitted to the State prior to disbursement of grant funds for construction or monitoring activities for this Project. Along with the Attachment 6 Project Performance Measures Tables requirements for the Project, the PMP will also include: a) Baseline conditions, b) Brief discussion of monitoring systems to be utilized, c) Methodology of monitoring, d) Frequency of monitoring, and e) Location of monitoring points.

The LPS will lead work for monitoring and performances measures verification after Project completion. Costs for monitoring and performance measures are not included in the budget (funding match or grant award).

Deliverables:

- Project Monitoring Plan

Task 4: Construction/Implementation – Budget Category (d)

Task 4 a) Construction Contracting

This task consists of construction contracting including solicitations for bids and awards of contracts.

Deliverables:

- Copy of bid package

Task 4 b) Mobilization and Site Preparation

This task consists of mobilization and site preparation including implementation of site security measures, installation of temporary sanitary facilities, implementation of site BMPs, clearing and grubbing, stockpile and material storage designation, and traffic control.

Deliverables:

- Pre-construction photographs

Task 4 c) Project Construction

This task includes constructing approximately 9,420 feet of new pipeline as an extension to two existing recycled water projects. This task consists of project construction activities, including the purchase and installation of pipeline, connection to existing pipelines and treatment facilities, and set up for future lateral connections. This task also includes all construction equipment and supplies.

Deliverables:

- Construction and post-construction photographs
- Certified engineer inspection completion report with final as-built drawings

Task 4 d) Performance Testing and Demobilization

This task consist of project performance testing and demobilization, including removal of all debris and construction spoils from the site, removal of excess materials, removal of temporary sanitary facilities, removal of equipment, transfer of site responsibility back to owner, and pipeline pressure testing, disinfection, pump tests, treatment performance testing, flow rate, and wastewater lab testing in compliance with National Pollutant Discharge Elimination System (NPDES) requirements.

Deliverables:

- Post-construction photographs

Task 4 e) Environmental Compliance/Mitigation/ Enhancement

This task consists of monitoring contractor compliance with general construction measures, environmental mitigation measures, and requirements of the biological opinion, as well as, contractor creation of a stormwater pollution prevention plan, traffic control plan, and hazardous materials management plan.

Deliverables:

- List of construction compliance measures, environmental mitigation measures, and requirements of the biological opinion
- Copies or links to the stormwater pollution prevention plan
- Copies or links to the traffic control plan
- Copies or links to the hazardous materials management plan

Task 4 f) Construction Administration

This task consists of reviewing the contractor's schedule and recommendations, managing and coordinating the agencies and contractors involved with the project, and providing construction inspection tests and management oversight.

Deliverables:

- A copy of the inspection reports
- A copy of meeting minutes from construction management reports

Project 7: Oakland Sausal Creek Restoration Project

The Oakland Sausal Creek Restoration Project near Dimond Park in Oakland, California includes the removal of approximately 180 linear-feet of buried creek culvert and approximately 75 linear-feet of concrete spillway. The current culvert and concrete spillway create a barrier for fish passage as well as erosion problems. The project recreates a natural creek meander with pools and riffles, restores native vegetation and create approximately 47,000 square feet of new habitat, stabilizes creek banks, creates an ADA-accessible walking path adjacent to the creek with interpretive features to raise awareness of the creek, reduces erosion and downstream sedimentation, creates educational and recreational opportunities, and improves flood capacity, water quality, and fish habitat. The site will be revegetated with a diverse native plant palette that including approximately 79 trees, approximately 795 shrubs, and approximately 2,000 herbaceous perennials.

Task 1: Direct Project Administration – Budget Category (a)

Task 1 a) Project Administration

This task consists of the project administration responsibilities, which includes coordinating agency responsibilities and managing cost commitments. This task also includes providing other supporting documentation required for this grant agreement (e.g., financial statements, etc.).

Deliverables:

- Environmental Information Form (EIF)
- Financial Statements
- Other Applicable Project Deliverables

Task 1b) Quarterly Progress Reports

This task consists of preparing progress reports detailing work completed in prior quarter as outlined in Exhibit (G) of this agreement and submitting to the Grantee for its submittal to DWR review.

Deliverables:

- Quarterly Project Progress Report

Task 1c) Invoices

This task consists of preparing quarterly invoices including relevant supporting documentation for submittal to DWR via Grantee.

Deliverables:

- Quarterly Invoices and associated backup documentation

Task 1d) Draft and Final Project Completion Report

This task consists of preparing draft Final Project Completion Report and submitting to DWR via Grantee for DWR Project Manager's comment and review no later than 90 days after project completion. This task also consists of preparing the Final Report addressing Grantee/DWR's comments. The report shall be prepared and presented in accordance with the provision of Exhibit G.

Deliverables:

Draft and Final Project Completion Report

Task 1 e) Labor Compliance Program

This task consists of completing the required implementation of a Labor Compliance Program (LCP), if applicable. The Labor Compliance Plan will be compliant with Department of Industrial Relations standards and needs to be in place prior to any construction activities covered under this grant agreement.

Deliverables:

- Proof of Labor Compliance Plans for each project component

Task 2: Land Purchase/Easement – Budget Category (b)

Task 2 a) Land Purchase/Easement Acquisition

This task consists of finalizing the negotiations for obtaining the final easement with the private property owner (12 out of 13 easements have been obtained) and with East Bay Municipal Utility district (EBMUD) for the work to be completed at the location of the recycled water sub-projects.

Deliverables:

- Copies of the recorded easement agreements
- Copy of EBMUD easement agreement

Task 3: Planning/Design/Engineering/Environmental Documentation – Budget Category (c)

Not applicable. Planning documents have been previously prepared to demonstrate the viability of the project. No further project planning studies are necessary.

Task 4: Construction/Implementation – Budget Category (d)

Task 4 a) Construction Contracting

This task consists of construction contracting including solicitations for bids and awards of contracts.

Deliverables:

- Copy of bid package

Task 4 b) Mobilization and Site Preparation

This task consists of mobilization and site preparation including implementation of site security measures, installation of temporary sanitary facilities, implementation of site BMPs, clearing and grubbing, stockpile and material storage designation, and traffic control.

Deliverables:

- Pre-construction photographs

Task 4 c) Project Construction

This task includes the physical restoration of Oakland Sausal Creek through removing approximately 180 linear-feet of buried creek culvert, removing approximately 75 linear-feet of concrete spillway, and revegetating approximately 47,000 square feet of new habitat. This task consists of project construction activities, including removal of the buried culvert and concrete spillway, creation of in-stream structures, restoration of native vegetation, stabilization of the creek banks, and creation of the education, ADA- certified walking path.

Deliverables:

- Construction photographs
- Certified engineer inspection completion report with final as-built drawings

Task 4 d) Performance Testing and Demobilization

This task consist of project performance testing and demobilization, including removal of all debris and construction spoils from the site, removal of excess materials, removal of temporary sanitary facilities, removal of equipment, transfer of site responsibility back to owner, and stormwater testing for contaminants and turbidity levels.

Deliverables:

- Post-construction photographs

Task 4 e) Environmental Compliance/ Mitigation/ Enhancement

This task consists of complying with general construction measures, and creating an erosion and sediment control plan, stormwater pollution prevention plan, traffic control plan, a hazardous materials management plan, and any environmental restoration specifications.

Deliverables:

- A copy of the erosion and sediment control plan
- A copy of the stormwater pollution prevention plan
- A copy of the traffic control plan
- A copy of the hazardous materials management plan
- A copy of the environmental restoration specifications

Task 4 f) Construction Administration

This task consists of reviewing the contractor's schedule and recommendations, managing and coordinating the agencies and contractors involved with the project, and providing construction inspection tests and management oversight.

Deliverables:

- A copy of the inspection reports
- A copy of meeting minutes from construction management reports

Project 8: Pescadero Water Supply and Sustainability Project

This project constructs a new municipal groundwater well and approximately 140,000 gallon storage tank to provide adequate water supply, emergency response, water reliability, and groundwater improvement for the County Service Area 11 (CSA 11) Water System, which serves approximately 100 households within the Community of Pescadero. The new well and tank would be installed in close proximity to an existing water storage tank on a parcel currently owned by the County. The project provides a reliable water supply to the community without increasing the amount of extracted groundwater. The project also includes installation of a new alarm system, which will ensure that the operators are notified in the event of an emergency, pump shutdown, or low tank level. The project also includes implementing a water conservation program for the CSA 11 community by providing residents with low- or no-cost water-saving devices, such as high efficiency toilets/urinals and washers.

Task 1: Direct Project Administration – Budget Category (a)

Task 1 a) Project Administration

This task consists of the project administration responsibilities, which includes coordinating agency responsibilities and managing cost commitments. This task also includes providing other supporting documentation required for this grant agreement (e.g., financial statements, etc.).

Deliverables:

- Environmental Information Form (EIF)
- Financial Statements
- Other Applicable Project Deliverables

Task 1 b) Quarterly Progress Reports

This task consists of preparing progress reports detailing work completed in prior quarter as outlined in Exhibit (G) of this agreement and submitting to the Grantee for its submittal to DWR review.

Deliverables:

- Quarterly Project Progress Report

Task 1 c) Invoices

This task consists of preparing quarterly invoices including relevant supporting documentation for submittal to DWR via Grantee.

Deliverables:

- Quarterly Invoices and associated backup documentation

Task 1 d) Draft and Final Project Completion Report

This task consists of preparing draft Final Project Completion Report and submitting to DWR via Grantee for DWR Project Manager's comment and review no later than 90 days after project completion. This task also consists of preparing the Final Report addressing Grantee/DWR's comments. The report shall be prepared and presented in accordance with the provision of Exhibit G.

Deliverables:

Draft and Final Project Completion Report

Task 1 e) Labor Compliance Program

This task consists of completing the required implementation of a Labor Compliance Program (LCP), if applicable. The Labor Compliance Plan will be compliant with Department of Industrial Relations standards and needs to be in place prior to any construction activities covered under this grant agreement.

Deliverables:

- Proof of Labor Compliance Plans for each project component

Task 2: Land Purchase/Easement – Budget Category (b)

Not applicable. Land purchases and easements have already been completed.

Task 3: Planning/Design/Engineering/Environmental Documentation – Budget Category (c)

Task 3 a) Assessment and Evaluation

This task consists of completing a groundwater study for the project site, completing a disadvantaged community study, and completing 75% design plans and specifications.

Deliverables:

- A copy of the groundwater study
- A copy of the disadvantaged community study
- A copy of the 75% design plans and specifications

Task 3 b) Planning/Design/Engineering

This task consists of finalizing project designs (100%) with complete plans and specification for the well drilling, wells, and tanks designs. Finalized 100% design/ engineering plans and specifications will be submitted to DWR.

Deliverables:

- A copy of the 100% complete design plans and specifications

Task 3 c) Environmental Documentation

This task consists of completing the required environmental compliance, completing any tribal notification, and environmental documentation as necessary.

Deliverables:

- Copy of environmental documents as required by CEQA

Task 3 d) Permitting

This task consists of acquiring all identified federal, state, and local permits. Work includes coordinating and complying with requirements for issuance of a permit.

Deliverables:

- Copy of all required permits

Task 4: Construction/Implementation – Budget Category (d)

Task 4 a) Construction Contracting

This task consists of construction contracting including solicitations for bids and awards of contracts.

Deliverables:

- Copy of bid package

Task 4 b) Mobilization, Site Preparation, and Demobilization

This task consists of mobilization and site preparation including implementation of site security measures, installation of temporary sanitary facilities, implementation of site BMPs, clearing and grubbing, stockpile and material storage designation, and traffic control. This task also includes the removal of all mobilization efforts.

Deliverables:

- Pre-construction photographs and post-construction photographs

Task 4 c) Project Construction

This task includes the construction of a new municipal groundwater well and approximately 140,000 gallon storage tank. This task consists of project construction activities, including construction of a new groundwater well, construction of a storage tank, installation of a new alarm system and implementation of a water conservation program for the Pescadero community, which will consist of the distribution of water conservation educational materials and installation of water-saving devices, including high-efficiency toilets, urinals, and washers. This task also includes performance testing of the pump equipment, tank, alarm system and automatic shutoff.

Deliverables:

- Construction photographs
- Certified engineer inspection completion report with final as-built drawings
- List of completed device (toilet, urinal, and washer) installations

Task 4 d) Environmental Compliance/Mitigation/Enhancement

This task consists of complying with general construction standards, performing biological resources protection surveys and monitoring during construction, BMP implementation and monitoring, and post construction monitoring reports to permitting agencies where required.

Deliverables:

- A copy of biological resource surveys, as required
- A copy of the stormwater pollution prevention plan, as required
- A copy of post construction monitoring reports, as necessary

Task 4 e) Construction Administration

This task consists of reviewing the contractor's schedule and recommendations, managing and coordinating the agencies and contractors involved with the project, and providing construction inspection tests and management oversight.

Deliverables:

- A copy of the inspection reports
- A copy of meeting minutes from construction management reports

Project 9: Petaluma Flood Impact Reduction, Water & Habitat Quality, Recreation for Capri Creek

This project consists of defined site treatments for approximately 1,400 linear feet of creek and approximately 3,200 linear feet of creek frontage along upland areas. This project consists of construction of flood terraces and channel reconfiguration to address flooding and water quality issues, increase groundwater recharge; improve upland and riparian habitat; increase recreational and public education opportunities; and sequester carbon in improved riparian and upland habitats. Approximately 11,000 cubic yards of excess cut will be removed from the site, the remodeled flood terrace, and the upper banks of the existing low flow channel; and new banks of the wider flood terrace, containing approximately five acres, will be planted with a combination of native grasses and mid- and tall-canopy trees. Clusters of native shrubs will be planted in relationship to the trail, benches, and educational kiosks.

Task 1: Direct Project Administration – Budget Category (a)

Task 1 a) Project Administration

This task consists of the project administration responsibilities, which includes coordinating agency responsibilities and managing cost commitments. This task also includes providing other supporting documentation required for this grant agreement (e.g., financial statements, etc.).

Deliverables:

- Environmental Information Form (EIF)
- Financial Statements
- Other Applicable Project Deliverables

Task 1 b) Quarterly Progress Reports

This task consists of preparing progress reports detailing work completed in prior quarter as outlined in Exhibit (G) of this agreement and submitting to the Grantee for its submittal to DWR review.

Deliverables:

- Quarterly Project Progress Report

Task 1 c) Invoices

This task consists of preparing quarterly invoices including relevant supporting documentation for submittal to DWR via Grantee.

Deliverables:

- Quarterly Invoices and associated backup documentation

Task 1 d) Draft and Final Project Completion Report

This task consists of preparing draft Final Project Completion Report and submitting to DWR via Grantee for DWR Project Manager's comment and review no later than 90 days after project completion. This task also consists of preparing the Final Report addressing Grantee/DWRs comments. The report shall be prepared and presented in accordance with the provision of Exhibit G.

Deliverables:

Draft and Final Project Completion Report

Task 1 e) Labor Compliance Program

This task consists of completing the required implementation of a Labor Compliance Program (LCP), if applicable. The Labor Compliance Plan will be compliant with Department of Industrial Relations standards and needs to be in place prior to any construction activities covered under this grant agreement.

Deliverables:

- Proof of Labor Compliance Plans for each project component

Task 2: Land Purchase/Easement – Budget Category (b)

Not applicable. The City currently owns the project sites.

Task 3: Planning/Design/Engineering/Environmental Documentation – Budget Category (c)

Task 3 a) Assessment and Evaluation

This task consists of completing the planning, environmental, and engineering assessments and feasibility studies prior to project development. This task also includes developing the 30% and 60% design plans and specifications.

Deliverables:

- A copy of the assessments and feasibility studies
- A copy of the 60% design plans and specifications

Task 3 b) Planning/Design/Engineering

This task consists of finalizing project engineering designs (90% and 100%) for the project. Finalized 100% design/engineering plans and specifications will be submitted to DWR.

Deliverables:

- A copy of the 100% complete design plans and specifications

Task 3 c) Environmental Documentation

This task consists of completing the required environmental compliance, completing any tribal notification, and environmental documentation as necessary.

Deliverables:

- Copy of environmental documents as required by CEQA

Task 3 d) Permitting

This task consists of acquiring all identified federal, state, and local permits. Work includes coordinating and complying with requirements for issuance of a permit.

Deliverables:

- Copy of all required permits

Task 3 e) Project Monitoring Plan

A Project Monitoring Plan (PMP) shall be submitted to the State prior to disbursement of grant funds for construction or monitoring activities for this Project. Along with the Attachment 6 Project Performance Measures Tables requirements for the Project, the PMP will also include: a) Baseline conditions, b) Brief discussion of monitoring systems to be utilized, c) Methodology of monitoring, d) Frequency of monitoring, and e) Location of monitoring points.

The LPS will lead work for monitoring and performances measures verification after Project completion. Costs for monitoring and performance measures are not included in the budget (funding match or grant award).

Deliverables:

- Project Monitoring Plan

Task 4: Construction/Implementation – Budget Category (d)

Task 4 a) Construction Contracting

This task consists of construction contracting including solicitations for bids and awards of contracts.

Deliverables:

- Copy of bid package

Task 4 b) Mobilization and Site Preparation

This task consists of mobilization and site preparation including implementation of site security measures, installation of temporary sanitary facilities, implementation of site BMPs, clearing and grubbing, stockpile and material storage designation, and traffic control.

Deliverables:

- Pre-construction photographs

Task 4 c) Project Construction

This task includes site treatment and stream restoration along approximately 1,400 linear feet of creek and approximately 3,200 linear feet of creek frontage along upland areas will be cut to remodel the flood terrace and upper banks of the existing channel along Capri Creek. This task consists of project construction activities, including construction of the flood terrace, upland habitat, trail, educational kiosks, and benches. This task includes the equipment and supplies costs for construction.

Deliverables:

- Construction photographs
- Certified engineer inspection completion report with final as-built drawings

Task 4 d) Performance Testing and Demobilization

This task consist of project performance testing and demobilization, including removal of all debris and construction spoils from the site, removal of excess materials, removal of temporary sanitary facilities, removal of equipment, transfer of site responsibility back to owner, and stormwater testing for contaminants and turbidity levels.

Deliverables:

- Post-construction photographs

Task 4 e) Environmental Compliance/ Mitigation/ Enhancement

This task consists of complying with general construction measures, and creating an erosion and sediment control plan, stormwater pollution prevention plan, traffic control plan, a hazardous materials management plan, and any environmental restoration specifications.

Deliverables:

- A copy of the erosion and sediment control plan
- A copy of the stormwater pollution prevention plan
- A copy of the traffic control plan
- A copy of the hazardous materials management plan
- A copy of the environmental restoration specifications

Task 4 f) Construction Administration

This task consists of reviewing the contractor's schedule and recommendations, managing and coordinating the agencies and contractors involved with the project, and providing construction inspection tests and management oversight.

Deliverables:

- A copy of the inspection reports
- A copy of meeting minutes from construction management reports

Project 10: Redwood City Bayfront Canal and Atherton Channel Flood Improvement and Habitat Restoration Project

The Bayfront Canal/Atherton Channel Flood Improvement Project alleviates local flooding by routing flood flows from the Bayfront Canal and Atherton Channel into managed ponds that are part of the Ravenswood Pond Complex portion of the South Bay Salt Ponds Restoration Project. This project includes modification of the existing Cargill ditch for improved flow conveyance, and modifications to the Pond S5 forebay including excavation/deepening of this smaller portion of Pond S5 immediately adjacent to Flood Slough. Flood flows from the Bayfront Canal will bypass the Flood Slough tide gate and will be routed into Ponds R5 and S5 of the Ravenswood Pond Complex. The Bayfront Canal/Atherton Channel Flood Improvement Project supports habitat improvements of the seasonal freshwater wetlands locally within Ponds R5 and S5, and the larger South Bay Salt Ponds Restoration Project, while providing waterfowl habitat for special-status species such as the western snowy plover.

Task 1: Direct Project Administration – Budget Category (a)

Task 1 a) Project Administration

This task consists of the project administration responsibilities, which includes coordinating agency responsibilities and managing cost commitments. This task also includes providing other supporting documentation required for this grant agreement (e.g., financial statements, etc.).

Deliverables:

- Environmental Information Form (EIF)
- Financial Statements
- Other Applicable Project Deliverables

Task 1 b) Quarterly Progress Reports

This task consists of preparing progress reports detailing work completed in prior quarter as outlined in Exhibit (G) of this agreement and submitting to the Grantee for its submittal to DWR review.

Deliverables:

- Quarterly Project Progress Report

Task 1 c) Invoices

This task consists of preparing quarterly invoices including relevant supporting documentation for submittal to DWR via Grantee.

Deliverables:

- Quarterly Invoices and associated backup documentation

Task 1 d) Draft and Final Project Completion Report

This task consists of preparing draft Final Project Completion Report and submitting to DWR via Grantee for DWR Project Manager's comment and review no later than 90 days after project completion. This task also consists of preparing the Final Report addressing Grantee/DWRs comments. The report shall be prepared and presented in accordance with the provision of Exhibit G.

Deliverables:

- Draft and Final Project Completion Report

Task 1 e) Labor Compliance Program

This task consists of completing the required implementation of a Labor Compliance Program (LCP), if applicable. The Labor Compliance Plan will be compliant with Department of Industrial Relations standards and needs to be in place prior to any construction activities covered under this grant agreement.

Deliverables:

- Proof of Labor Compliance Plans for each project component

Task 2: Land Purchase/Easement – Budget Category (b)

Task 2 a) Land Purchase/Easement Acquisition

Not applicable. Land purchases and easements have already been completed.

Task 3: Planning/Design/Engineering/Environmental Documentation – Budget Category (c)

Task 3 a) Assessment and Evaluation

This task consists of completing the planning assessment and feasibility studies prior to project development. This task also includes developing the 10%, 30% and 60% design plans and specifications.

Deliverables:

- A copy of the site assessment and feasibility studies
- A copy of the 60% design plans and specifications

Task 3 b) Planning/Design/Engineering

This task consists of finalizing project engineering designs (90% and 100%) for the project. Finalized 100% design/ engineering plans and specifications will be submitted to DWR.

Deliverables:

- A copy of the 100% complete design plans and specifications

Task 3 c) Environmental Documentation

This task consists of completing the required environmental compliance, completing any tribal notification, and environmental documentation as necessary.

Deliverables:

- Copy of environmental documents as required by CEQA

Task 3 d) Permitting

This task consists of acquiring all identified federal, state, and local permits. Work includes coordinating and complying with requirements for issuance of a permit.

Deliverables:

- Copy of all required permits

Task 3 e) Project Monitoring Plan

A Project Monitoring Plan (PMP) shall be submitted to the State prior to disbursement of grant funds for construction or monitoring activities for this Project. Along with the Attachment 6 Project Performance Measures Tables requirements for the Project, the PMP will also include: a) Baseline conditions, b) Brief discussion of monitoring systems to be utilized, c) Methodology of monitoring, d) Frequency of monitoring, and e) Location of monitoring points.

The LPS will lead work for monitoring and performance measures verification after Project completion. Costs for monitoring and performance measures are not included in the budget (funding match or grant award).

Deliverables:

- Project Monitoring Plan

Task 4: Construction/Implementation – Budget Category (d)

Task 4 a) Construction Contracting

This task consists of construction contracting including solicitations for bids and awards of contracts.

Deliverables:

- Copy of bid package

Task 4 b) Mobilization and Site Preparation

This task consists of mobilization and site preparation including implementation of site security measures, installation of temporary sanitary facilities, implementation of site BMPs, clearing and grubbing, stockpile and material storage designation, and traffic control.

Deliverables:

- Pre-construction photographs

Task 4 c) Project Construction

This task includes local flooding alleviation by routing flood flows from the Bayfront Canal and Atherton Channel into managed ponds that are part of the Ravenswood Pond Complex portion of the South Bay Salt Ponds Restoration Project. This task consists of modification of the existing Cargill ditch for improved flow conveyance, modifications to the Pond S5 forebay including excavation/deepening of this smaller portion of Pond S5 immediately adjacent to Flood Slough, and routing of flood flows from the Bayfront Canal into Ponds R5 and S5 of the Ravenswood Pond Complex, thereby bypassing the Flood Slough tide gate.

Deliverables:

- Construction photographs
- Certified engineer inspection completion report with final as-built drawings

Task 4 d) Performance Testing and Demobilization

This task consist of project performance testing and demobilization, including removal of all debris and construction spoils from the site, removal of excess materials, removal of temporary sanitary facilities, removal of equipment, transfer of site responsibility back to owner, and stormwater testing for contaminants and turbidity levels.

Deliverables:

- Post-construction photographs

Task 4 e) Environmental Compliance/ Mitigation/ Enhancement

This task consists of complying with general construction measures, and creating an erosion and sediment control plan, stormwater pollution prevention plan, traffic control plan, a hazardous materials management plan, and any environmental restoration specifications.

Deliverables:

- A copy of the erosion and sediment control plan
- A copy of the stormwater pollution prevention plan
- A copy of the traffic control plan
- A copy of the hazardous materials management plan
- A copy of the environmental restoration specifications

Task 4 f) Construction Administration

This task consists of reviewing the contractor's schedule and recommendations, managing and coordinating the agencies and contractors involved with the project, and providing construction inspection tests and management oversight.

Deliverables:

- A copy of the inspection reports
- A copy of meeting minutes from construction management reports

Project 11: Regional Groundwater Storage and Recovery Project Phase 1A: South Westside Basin, Northern San Mateo County

This project constructs approximately five (5) groundwater wells located in Daly City, Colma, and South San Francisco. The wells will be drilled to approximately 550 and 750 feet deep. Phase 1A consists of well drilling, well construction, well development and pump testing. The Regional Groundwater Storage and Recovery (GSR) Project is part of San Francisco Public Utilities Commission's Water System Improvement Program (WSIP), with the goal of developing a local groundwater supply for use during drought conditions. When complete and operational, the project will store up to 60,500 acre-feet in the South Westside Groundwater Basin, a capacity that would provide approximately 7.5 years of dry year supply.

Task 1: Direct Project Administration – Budget Category (a)**Task 1 a) Project Administration**

This task consists of the project administration responsibilities, which includes coordinating agency responsibilities and managing cost commitments. This task also includes providing other supporting documentation required for this grant agreement (e.g., financial statements, etc.).

Deliverables:

- Environmental Information Form (EIF)
- Financial Statements
- Other Applicable Project Deliverables

Task 1b) Quarterly Progress Reports

This task consists of preparing progress reports detailing work completed in prior quarter as outlined in Exhibit (G) of this agreement and submitting to the Grantee for its submittal to DWR review.

Deliverables:

- Quarterly Project Progress Report

Task 1c) Invoices

This task consists of preparing quarterly invoices including relevant supporting documentation for submittal to DWR via Grantee.

Deliverables:

- Quarterly Invoices and associated backup documentation

Task 1d) Draft and Final Project Completion Report

This task consists of preparing draft Final Project Completion Report and submitting to DWR via Grantee for DWR Project Manager's comment and review no later than 90 days after project completion. This task also consists of preparing the Final Report addressing Grantee/DWR's comments. The report shall be prepared and presented in accordance with the provision of Exhibit G.

Deliverables:

- Draft and Final Project Completion Report

Task 1 e) Labor Compliance Program

This task consists of completing the required implementation of a Labor Compliance Program (LCP), if applicable. The Labor Compliance Plan will be compliant with Department of Industrial Relations standards and needs to be in place prior to any construction activities covered under this grant agreement.

Deliverables:

- Proof of Labor Compliance Plans for each project component

Task 2: Land Purchase/Easement – Budget Category (b)

Task 2 a) Land Purchase/Easement Acquisition

Not applicable. Land purchases and easements have already been completed.

Task 3: Planning/Design/Engineering/Environmental Documentation – Budget Category (c)

Not applicable. Planning/Design/Engineering/Environmental Documentation have already been completed.

Task 4: Construction/Implementation – Budget Category (d)

Task 4 a) Construction Contracting

This task consists of construction contracting including solicitations for bids and awards of contracts.

Deliverables:

- Copy of bid package

Task 4 b) Mobilization and Site Preparation

This task consists of mobilization and site preparation including implementation of site security measures, installation of temporary sanitary facilities, implementation of site BMPs, clearing and grubbing, stockpile and material storage designation, and traffic control.

Deliverables:

- Pre-construction photographs

Task 4 c) Project Construction

This project constructs approximately five (5) groundwater wells located in Daly City, Colma, and South San Francisco, each between approximately 550 and 750 feet deep. This task consists of project construction activities, including well drilling, well construction, well development and pump testing.

Deliverables:

- Construction photographs
- Certified engineer inspection completion report with final as-built drawings

Task 4 d) Performance Testing and Demobilization

This task consist of project performance testing and demobilization, including removal of all debris and construction spoils from the site, removal of excess materials, removal of temporary sanitary facilities, removal of equipment, transfer of site responsibility back to owner, and stormwater testing for contaminants and turbidity levels.

Deliverables:

- Post-construction photographs

Project 12: Richmond Breuner Marsh Restoration Project

This project includes the restoration of approximately 164 acres of crucial habitat in Breuner Marsh at Point Pinole Regional Shoreline Park in the northwest part of the city of Richmond on the San Francisco Bay shoreline, Contra Costa County, California. The goal of this wetland restoration project is to provide long-term, self-sustaining tidal wetlands, seasonal wetlands, and coastal prairie to create valuable habitat for special-status species and for public access for compatible passive recreation and public education. Public access improvements will include interpretive exhibits and provide for new naturalist-lead tours of the restored marsh, as well as promote public health by increasing outdoor recreational opportunities for the adjacent underserved community of primarily low-income and minority residents.

Task 1: Direct Project Administration – Budget Category (a)

Task 1 a) Project Administration

This task consists of the project administration responsibilities, which includes coordinating agency responsibilities and managing cost commitments. This task also includes providing other supporting documentation required for this grant agreement (e.g., financial statements, etc.).

Deliverables:

- Environmental Information Form (EIF)
- Financial Statements
- Other Applicable Project Deliverables

Task 1b) Quarterly Progress Reports

This task consists of preparing progress reports detailing work completed in prior quarter as outlined in Exhibit (G) of this agreement and submitting to the Grantee for its submittal to DWR review.

Deliverables:

- Quarterly Project Progress Report

Task 1c) Invoices

This task consists of preparing quarterly invoices including relevant supporting documentation for submittal to DWR via Grantee.

Deliverables:

- Quarterly Invoices and associated backup documentation

Task 1d) Draft and Final Project Completion Report

This task consists of preparing draft Final Project Completion Report and submitting to DWR via Grantee for DWR Project Manager's comment and review no later than 90 days after project completion. This task also consists of preparing the Final Report addressing Grantee/DWR's comments. The report shall be prepared and presented in accordance with the provision of Exhibit G.

Deliverables:

Draft and Final Project Completion Report

Task 1 e) Labor Compliance Program

This task consists of completing the required implementation of a Labor Compliance Program (LCP), if applicable. The Labor Compliance Plan will be compliant with Department of Industrial Relations standards and needs to be in place prior to any construction activities covered under this grant agreement.

Deliverables:

- Proof of Labor Compliance Plans for each project component

Task 2: Land Purchase/Easement – Budget Category (b)

Not applicable. Land purchases and easements have already been completed.

Task 3: Planning/Design/Engineering/Environmental Documentation – Budget Category (c)

Task 3 a) Assessment and Evaluation

This task consists of completing the planning assessment and feasibility studies prior to project development. This task also includes developing the 10%, 30% and 60% design plans and specifications.

Deliverables:

- A copy of the site assessment and feasibility studies
- A copy of the 60% design plans and specifications

Task 3 b) Planning/Design/Engineering

This task consists of finalizing project engineering designs (90% and 100%) for the project. Finalized 100% design/engineering plans and specifications will be submitted to DWR.

Deliverables:

- A copy of the 100% complete design plans and specifications

Task 3 c) Environmental Documentation

This task consists of completing the required environmental compliance, completing any tribal notification, and environmental documentation as necessary.

Deliverables:

- Copy of environmental documents as required by CEQA

Task 3 d) Permitting

This task consists of acquiring all identified federal, state, and local permits. Work includes coordinating and complying with requirements for issuance of a permit.

Deliverables:

- Copy of all required permits

Task 3 e) Project Monitoring Plan

A Project Monitoring Plan (PMP) shall be submitted to the State prior to disbursement of grant funds for construction or monitoring activities for this Project. Along with the Attachment 6 Project Performance Measures Tables requirements for the Project, the PMP will also include: a) Baseline conditions, b) Brief discussion of monitoring systems to be utilized, c) Methodology of monitoring, d) Frequency of monitoring, and e) Location of monitoring points.

The LPS will lead work for monitoring and performance measures verification after Project completion. Costs for monitoring and performance measures are not included in the budget (funding match or grant award).

Deliverables:

- Project Monitoring Plan

Task 4: Construction/Implementation – Budget Category (d)

Task 4 a) Construction Contracting

This task consists of construction contracting including solicitations for bids and awards of contracts.

Deliverables:

- Copy of bid package

Task 4 b) Mobilization and Site Preparation

This task consists of mobilization and site preparation including implementation of site security measures, installation of temporary sanitary facilities, implementation of site BMPs, clearing and grubbing, stockpile and material storage designation, and traffic control.

Deliverables:

- Pre-construction photographs

Task 4 c) Project Construction

This task includes the restoration of approximately 164 acres of crucial habitat in Breuner Marsh at Point Pinole Regional Shoreline Park. This task consists of project construction activities, including restoration of a approximately 61 acres of tidal wetland areas, 7 acres of seasonal wetland areas, and 96 coastal prairie/transitional/upland areas, and installation of interpretive exhibits along the shoreline.

Deliverables:

- Construction photographs
- Certified engineer inspection completion report with final as-built drawings

Task 4 d) Performance Testing and Demobilization

This task consist of project performance testing and demobilization, including removal of all debris and construction spoils from the site, removal of excess materials, removal of temporary sanitary facilities, removal of equipment, transfer of site responsibility back to owner, and stormwater testing for contaminants and turbidity levels.

Deliverables:

- Post-construction photographs

Task 4 e) Environmental Compliance/ Mitigation/ Enhancement

This task consists of complying with general construction measures, and creating an erosion and sediment control plan, stormwater pollution prevention plan, a hazardous materials management plan, and any environmental restoration specifications.

Deliverables:

- A copy of the erosion and sediment control plan
- A copy of the stormwater pollution prevention plan
- A copy of the hazardous materials management plan
- A copy of the environmental restoration specifications

Task 4 f) Construction Administration

This task consists of reviewing the contractor's schedule and recommendations, managing and coordinating the agencies and contractors involved with the project, and providing construction inspection tests and management oversight.

Deliverables:

- A copy of the inspection reports
- A copy of meeting minutes from construction management reports

Project 13: Roseview Heights Infrastructure Upgrades for Water Supply and Quality Improvement**Project**

The Roseview Heights Infrastructure Upgrades for Water Supply and Quality Improvement Project involves replacing two aging redwood water tanks (a 70,000 gallon tank and a 10,000 gallon tank) with two bolted steel tanks (165,000 gallons and 50,000 gallons, respectively). The project also includes replacement of a galvanized water line with a high-density polyethylene (HDPE) water main and installation of an additional fire hydrant. The project will allow either tank to be taken offline for maintenance, while allowing for uninterrupted water supply delivery. The project includes multiple construction phases in order to maintain water supply and fire suppression capability during construction.

By eliminating the leaks associated with the old redwood tanks, the project will result in approximately 25% water savings throughout the entire system, an annual savings of approximately 3 million gallons/year. Energy savings will also be realized, as 25% less water will have to be pumped. Fire suppression capability will be enhanced with the increase in available stored water, increase in the water main size for fire flow, and the added fire hydrant. Additionally, smaller quantities of treatment chemicals will be required to store and distribute water supplies compared to existing conditions. Water quality will improve due to less debris in the water, and chlorine residuals will be easier to maintain at the furthest ends of the water system with the replacement of the redwood water tanks.

Task 1: Direct Project Administration – Budget Category (a)

Task 1 a) Project Administration

This task consists of the project administration responsibilities, which includes coordinating agency responsibilities and managing cost commitments. This task also includes providing other supporting documentation required for this grant agreement (e.g., financial statements, etc.).

Deliverables:

- Environmental Information Form (EIF)
- Financial Statements
- Other Applicable Project Deliverables

Task 1 b) Quarterly Progress Reports

This task consists of preparing progress reports detailing work completed in prior quarter as outlined in Exhibit (G) of this agreement and submitting to the Grantee for its submittal to DWR review.

Deliverables:

- Quarterly Project Progress Report

Task 1 c) Invoices

This task consists of preparing quarterly invoices including relevant supporting documentation for submittal to DWR via Grantee.

Deliverables:

- Quarterly Invoices and associated backup documentation

Task 1 d) Draft and Final Project Completion Report

This task consists of preparing draft Final Project Completion Report and submitting to DWR via Grantee for DWR Project Manager's comment and review no later than 90 days after project completion. This task also consists of preparing the Final Report addressing Grantee/DWRs comments. The report shall be prepared and presented in accordance with the provision of Exhibit G.

Deliverables:

Draft and Final Project Completion Report

Task 1 e) Labor Compliance Program

This task consists of completing the required implementation of a Labor Compliance Program (LCP), if applicable. The Labor Compliance Plan will be compliant with Department of Industrial Relations standards and needs to be in place prior to any construction activities covered under this grant agreement.

Deliverables:

- Proof of Labor Compliance Plans for each project component

Task 2: Land Purchase/Easement – Budget Category (b)**Task 2 a) Land Purchase/Easement Acquisition**

This task consists of finalizing the negotiations for obtaining an easement for the work to be completed at the location of the recycled water sub-projects.

Deliverables:

- Copies of the recorded easement agreements

Task 3: Planning/Design/Engineering/Environmental Documentation – Budget Category (c)**Task 3 a) Assessment and Evaluation**

This task consists of completing the planning assessment and feasibility studies prior to project development. This task also includes developing the 10%, 30% and 60% design plans and specifications.

Deliverables:

- A copy of the site assessment and feasibility studies
- A copy of the 60% design plans and specifications

Task 3 b) Planning/Design/Engineering

This task consists of finalizing project engineering designs (90% and 100%) for the project. Finalized 100% design/engineering plans and specifications will be submitted to DWR.

Deliverables:

- A copy of the 100% complete design plans and specifications

Task 3 c) Environmental Documentation

This task consists of completing the required environmental compliance, completing any tribal notification, and environmental documentation as necessary.

Deliverables:

- Copy of environmental documents as required by CEQA

Task 3 d) Permitting

This task consists of acquiring all identified federal, state, and local permits. Work includes coordinating and complying with requirements for issuance of a permit.

Deliverables:

- Copy of all required permits

Task 3 e) Project Monitoring Plan

A Project Monitoring Plan (PMP) shall be submitted to the State prior to disbursement of grant funds for construction or monitoring activities for this Project. Along with the Attachment 6 Project Performance Measures Tables requirements for the Project, the PMP will also include: a) Baseline conditions, b) Brief discussion of monitoring systems to be utilized, c) Methodology of monitoring, d) Frequency of monitoring, and e) Location of monitoring points.

The LPS will lead work for monitoring and performances measures verification after Project completion. Costs for monitoring and performance measures are not included in the budget (funding match or grant award).

Deliverables:

- Project Monitoring Plan

Task 4: Construction/Implementation – Budget Category (d)

Task 4 a) Construction Contracting

This task consists of construction contracting including solicitations for bids and awards of contracts.

Deliverables:

- Copy of bid package

Task 4 b) Mobilization and Site Preparation

This task consists of mobilization and site preparation including implementation of site security measures, installation of temporary sanitary facilities, implementation of site BMPs, clearing and grubbing, and stockpile and material storage designation.

Deliverables:

- Pre-construction photographs

Task 4 c) Project Construction

This task includes upgrading and increasing the capacity of two aging redwood water tanks with two bolted steel tanks, approximately (165,000 gallons and 50,000 gallons, respectively). This task consists of project construction activities, including installation of the temporary water storage tanks, adding the new water main, replacing the Crothers Road tank, and replacing the Bon Vista Court tank.

Deliverables:

- Construction photographs
- Certified engineer inspection completion report with final as-built drawings

Task 4 d) Performance Testing and Demobilization

This task consist of project performance testing and demobilization, including removal of all debris and construction spoils from the site, removal of excess materials, removal of temporary sanitary facilities, removal of equipment, transfer of site responsibility back to owner, and testing and approval of pressure, leakage, and disinfection.

Deliverables:

- Post-construction photographs

Task 4 e) Environmental Compliance/ Mitigation/ Enhancement

This task consists of complying with general construction measures, and creating an erosion and sediment control plan and a hazardous materials management plan.

Deliverables:

- A copy of the erosion and sediment control plan
- A copy of the hazardous materials management plan

Task 4 f) Construction Administration

This task consists of reviewing the contractor's schedule and recommendations, managing and coordinating the agencies and contractors involved with the project, and providing construction inspection tests and management oversight.

Deliverables:

- A copy of the inspection reports
- A copy of meeting minutes from construction management reports

Project 14: San Francisco Bay Climate Change Pilot Projects Combining Ecosystem Adaptation, Flood Risk Management and Wastewater Effluent Polishing

The ecotone-slope at the Oro Loma Sanitation District (OLSD)'s Water Pollution Control Facility in San Lorenzo, CA will be the first Bay Area project to replicate an engineered equivalent of moist grassland/bayland ecotone of broad, flat alluvial fans that were historically graded into the tidal marshes of most of South San Francisco Bay. This demonstration project creates a regional strategy to assist publically owned treatment works (POTWs) and populations around the Bay to recognize benefits of climate change adaptation strategies and implement large-scale ecotone slope projects around San Francisco Bay.

This project includes construction of an approximately 8 million gallon wet weather equalization facility, construction of approximately 700 feet of seepage ecotone slope, creation of approximately 2.4 acres of rare native moist grassland/baylands ecotone, establishment of a diverse palette of native plants, and mixing with more salt tolerant species near the upper tidal edges. The project will also incorporate a dual use - average flow wetland and a peak flow storage pond. These features will restore a historical moist grassland/baylands ecotone, while treating reclaimed wastewater from equalization facilities and increasing resilience to sea level rise. Lastly, this project includes the development, implementation and analysis of a robust monitoring program, development of design guidelines and implementation recommendations, publication and dissemination of a Final Report on the demonstration project, and publication of the results of outreach to POTWs and interested parties.

Task 1: Direct Project Administration – Budget Category (a)

Task 1 a) Project Administration

This task consists of the project administration responsibilities, which includes coordinating agency responsibilities and managing cost commitments. This task also includes providing other supporting documentation required for this grant agreement (e.g., financial statements, etc.).

Deliverables:

- Environmental Information Form (EIF)
- Financial Statements
- Other Applicable Project Deliverables

Task 1 b) Quarterly Progress Reports

This task consists of preparing progress reports detailing work completed in prior quarter as outlined in Exhibit (G) of this agreement and submitting to the Grantee for its submittal to DWR review.

Deliverables:

- Quarterly Project Progress Report

Task 1 c) Invoices

This task consists of preparing quarterly invoices including relevant supporting documentation for submittal to DWR via Grantee.

Deliverables:

- Quarterly Invoices and associated backup documentation

Task 1 d) Draft and Final Project Completion Report

This task consists of preparing draft Final Project Completion Report and submitting to DWR via Grantee for DWR Project Manager's comment and review no later than 90 days after project completion. This task also consists of preparing the Final Report addressing Grantee/DWR's comments. The report shall be prepared and presented in accordance with the provision of Exhibit G.

Deliverables:

Draft and Final Project Completion Report

Task 1 e) Labor Compliance Program

This task consists of completing the required implementation of a Labor Compliance Program (LCP), if applicable. The Labor Compliance Plan will be compliant with Department of Industrial Relations standards and needs to be in place prior to any construction activities covered under this grant agreement.

Deliverables:

- Proof of Labor Compliance Plans for each project component

Task 2: Land Purchase/Easement – Budget Category (b)

Not applicable. The project will be implemented on land currently under control of the Project Proponent.

Task 3: Planning/Design/Engineering/Environmental Documentation – Budget Category (c)

Task 3 a) Assessment and Evaluation

This task consists of completing the planning assessment and feasibility studies prior to project development. This task also includes developing the 10%, 30% and 60% design plans and specifications.

Deliverables:

- A copy of the site assessment and feasibility studies
- A copy of the 60% design plans and specifications

Task 3 b) Planning/Design/Engineering

This task consists of finalizing project engineering designs (90% and 100%) for the project. Finalized 100% design/engineering plans and specifications will be submitted to DWR.

Deliverables:

- A copy of the 100% complete design plans and specifications

Task 3 c) Environmental Documentation

This task consists of completing the required environmental compliance, completing any tribal notification, and environmental documentation as necessary.

Deliverables:

- Copy of environmental documents as required by CEQA

Task 3 d) Permitting

This task consists of acquiring all identified federal, state, and local permits. Work includes coordinating and complying with requirements for issuance of a permit.

Deliverables:

- Copy of all required permits

Task 3 e) Project Monitoring Plan

A Project Monitoring Plan (PMP) shall be submitted to the State prior to disbursement of grant funds for construction or monitoring activities for this Project. The PMP will also include: a) Baseline conditions, b) Brief discussion of monitoring systems to be utilized; c) Methodology of monitoring, d) Frequency of monitoring, and e) Location of monitoring points.

The LPS will lead work for monitoring and performance measures verification after Project completion. Costs for monitoring and performance measures are not included in the budget (funding match or grant award).

Deliverables:

- Project Monitoring Plan

Task 4: Construction/Implementation – Budget Category (d)

Task 4 a) Construction Contracting

This task consists of construction contracting including solicitations for bids and awards of contracts.

Deliverables:

- Copy of bid package

Task 4 b) Mobilization and Site Preparation

This task consists of mobilization and site preparation including implementation of site security measures, installation of temporary sanitary facilities, implementation of site BMPs, clearing and grubbing, and stockpile and material storage designation.

Deliverables:

- Pre-construction photographs

Task 4 c) Project Construction

This task consists of project construction activities, including construction of an approximately 8 million gallon wet weather equalization facility, construction of approximately 700 feet of seepage ecotone slope, creation of approximately 2.4 acres of grassland/baylands ecotone, development, implementation and analysis of a robust monitoring program, development of design guidelines and implementation recommendations, publication and dissemination of a Final Report on the demonstration project, and publication of the results of outreach to POTWs and interested parties.

Deliverables:

- Construction photographs
- A copy of the final demonstration report
- Copies of publication materials
- Certified engineer inspection completion report with final as-built drawings

Task 4 d) Performance Testing and Demobilization

This task consist of project performance testing and demobilization, including removal of all debris and construction spoils from the site, removal of excess materials, removal of temporary sanitary facilities, removal of equipment, transfer of site responsibility back to owner, and stormwater testing for contaminants and turbidity levels.

Deliverables:

- Post-construction photographs

Task 4 e) Environmental Compliance/ Mitigation/ Enhancement

This task consists of complying with general construction measures, and creating an erosion and sediment control plan and a stormwater pollution prevention plan (NPDES compliance).

Deliverables:

- A copy of the erosion and sediment control plan
- A copy of the stormwater pollution prevention plan

Task 4 f) Construction Administration

This task consists of reviewing the contractor's schedule and recommendations, managing and coordinating the agencies and contractors involved with the project, and providing construction inspection tests and management oversight.

Deliverables:

- A copy of the inspection reports
- A copy of meeting minutes from construction management reports

Project 15: San Francisco International Airport Reclaimed Water Facility

This project includes upgrading the existing Mel Leong Tertiary Treatment Plant at the San Francisco International Airport (SFIA) to produce approximately 1.0 MGD of disinfected recycled water for unrestricted non-potable uses throughout the SFIA, including landscape irrigation and urban reuse. The treatment upgrade includes the combined use of membrane microfiltration and hypochlorite disinfection. The upgrade includes constructing new pipes, pumps, and water storage tanks in order to store the water onsite.

Task 1: Direct Project Administration – Budget Category (a)

Task 1 a) Project Administration

This task consists of the project administration responsibilities, which includes coordinating agency responsibilities and managing cost commitments. This task also includes providing other supporting documentation required for this grant agreement (e.g., financial statements, etc.).

Deliverables:

- Environmental Information Form (EIF)
- Financial Statements
- Other Applicable Project Deliverables

Task 1b) Quarterly Progress Reports

This task consists of preparing progress reports detailing work completed in prior quarter as outlined in Exhibit (G) of this agreement and submitting to the Grantee for its submittal to DWR review.

Deliverables:

- Quarterly Project Progress Report

Task 1c) Invoices

This task consists of preparing quarterly invoices including relevant supporting documentation for submittal to DWR via Grantee.

Deliverables:

- Quarterly Invoices and associated backup documentation

Task 1d) Draft and Final Project Completion Report

This task consists of preparing draft Final Project Completion Report and submitting to DWR via Grantee for DWR Project Manager's comment and review no later than 90 days after project completion. This task also consists of preparing the Final Report addressing Grantee/DWRs comments. The report shall be prepared and presented in accordance with the provision of Exhibit G.

Deliverables:

Draft and Final Project Completion Report

Task 1 e) Labor Compliance Program

This task consists of completing the required implementation of a Labor Compliance Program (LCP), if applicable. The Labor Compliance Plan will be compliant with Department of Industrial Relations standards and needs to be in place prior to any construction activities covered under this grant agreement.

Deliverables:

- Proof of Labor Compliance Plans for each project component

Task 2: Land Purchase/Easement – Budget Category (b)

Not applicable. The project will be constructed within existing Airport property.

Task 3: Planning/Design/Engineering/Environmental Documentation – Budget Category (c)

Task 3 a) Assessment and Evaluation

This task consists of completing the planning assessment and feasibility studies prior to project development. This task also includes developing the 30% design plans and specifications.

Deliverables:

- A copy of the site assessment and feasibility studies
- A copy of the 30% design plans and specifications

Task 3 b) Planning/Design/Engineering

This task consists of finalizing project engineering designs (90% and 100%) for the project. Finalized 100% design/engineering plans and specifications will be submitted to DWR.

Deliverables:

- A copy of the 100% complete design plans and specifications

Task 3 c) Environmental Documentation

This task consists of completing the required environmental compliance, completing any tribal notification, and environmental documentation as necessary.

Deliverables:

- Copy of environmental documents as required by CEQA

Task 3 d) Permitting

This task consists of acquiring all identified federal, state, and local permits. Work includes coordinating and complying with requirements for issuance of a permit.

Deliverables:

- Copy of all required permits

Task 3 e) Project Monitoring Plan

A Project Monitoring Plan (PMP) shall be submitted to the State prior to disbursement of grant funds for construction or monitoring activities for this Project. The PMP will also include: a) Baseline conditions, b) Brief discussion of monitoring systems to be utilized, c) Methodology of monitoring, d) Frequency of monitoring, and e) Location of monitoring points.

The LPS will lead work for monitoring and performances measures verification after Project completion. Costs for monitoring and performance measures are not included in the budget (funding match or grant award).

Deliverables:

- Project Monitoring Plan

Task 4: Construction/Implementation – Budget Category (d)

Task 4 a) Construction Contracting

This task consists of construction contracting including solicitations for bids and awards of contracts.

Deliverables:

- Copy of bid package

Task 4 b) Mobilization and Site Preparation

This task consists of mobilization and site preparation including implementation of site security measures, installation of temporary sanitary facilities, implementation of site BMPs, clearing and grubbing, and stockpile and material storage designation.

Deliverables:

- Pre-construction photographs

Task 4 c) Project Construction

This task includes upgrading an existing tertiary treatment plant at the San Francisco International Airport (SFIA) to produce approximately 1.0 MGD of disinfected recycled water for unrestricted non-potable uses throughout the SFIA, including landscape irrigation and urban reuse. This task consists of project construction activities, including upgrades to the treatment facility, installation of membrane microfiltration and hypochlorite disinfection, and construction of one 325,000 gallon recycled water storage tank on the treatment plant site. Recycled water distribution around the airport will be provided in subsequent projects.

Deliverables:

- Construction photographs
- Certified engineer inspection completion report with final as-built drawings

Task 4 d) Performance Testing and Demobilization

This task consist of project performance testing and demobilization, including removal of all debris and construction spoils from the site, removal of excess materials, removal of temporary sanitary facilities, removal of equipment, transfer of site responsibility back to owner, and stormwater testing for contaminants and turbidity levels.

Deliverables:

- Post-construction photographs

Task 4 e) Environmental Compliance/ Mitigation/ Enhancement

This task consists of complying with general construction measures, and creating an erosion and sediment control plan and a stormwater pollution prevention plan (NPDES compliance).

Deliverables:

- A copy of the erosion and sediment control plan
- A copy of the stormwater pollution prevention plan

Task 4 f) Construction Administration

This task consists of reviewing the contractor's schedule and recommendations, managing and coordinating the agencies and contractors involved with the project, and providing construction inspection tests and management oversight.

Deliverables:

- A copy of the inspection reports
- A copy of meeting minutes from construction management reports

Project 16: San Jose Green Street Demonstration Project

The San José Green Street Demonstration Project will use Low Impact Development (LID) methods that have been proven to reduce the overall volume of runoff and to provide treatment to previously untreated flows. The Green Street Demonstration project area drains untreated runoff to storm drains that discharge to the Guadalupe River. This project includes improvements along a residential collector-type street to demonstrate a range of approaches for retrofitting existing urban streets with LID stormwater management features.

Task 1: Direct Project Administration – Budget Category (a)

Task 1 a) Project Administration

This task consists of the project administration responsibilities, which includes coordinating agency responsibilities and managing cost commitments. This task also includes providing other supporting documentation required for this grant agreement (e.g., financial statements, etc.).

Deliverables:

- Environmental Information Form (EIF)
- Financial Statements
- Other Applicable Project Deliverables

Task 1b) Quarterly Progress Reports

This task consists of preparing progress reports detailing work completed in prior quarter as outlined in Exhibit (G) of this agreement and submitting to the Grantee for its submittal to DWR review.

Deliverables:

- Quarterly Project Progress Report

Task 1c) Invoices

This task consists of preparing quarterly invoices including relevant supporting documentation for submittal to DWR via Grantee.

Deliverables:

- Quarterly Invoices and associated backup documentation

Task 1d) Draft and Final Project Completion Report

This task consists of preparing draft Final Project Completion Report and submitting to DWR via Grantee for DWR Project Manager's comment and review no later than 90 days after project completion. This task also consists of preparing the Final Report addressing Grantee/DWR's comments. The report shall be prepared and presented in accordance with the provision of Exhibit G.

Deliverables:

- Draft and Final Project Completion Report

Task 1 e) Labor Compliance Program

This task consists of completing the required implementation of a Labor Compliance Program (LCP), if applicable. The Labor Compliance Plan will be compliant with Department of Industrial Relations standards and needs to be in place prior to any construction activities covered under this grant agreement.

Deliverables:

- Proof of Labor Compliance Plans for each project component

Task 2: Land Purchase/ Easement – Budget Category (b)

Not applicable. All impacted land is public right-of-way.

Task 3: Planning/Design/Engineering/Environmental Documentation – Budget Category (c)

Task 3 a) Assessment and Evaluation

This task consists of completing the planning assessment and feasibility studies prior to project development. This task also includes developing the 10%, 35% and 65% design plans and specifications.

Deliverables:

- A copy of the site assessment and feasibility studies
- A copy of the 65% design plans and specifications

Task 3 b) Planning/Design/Engineering

This task consists of finalizing project engineering designs (95% and 100%) for the project. Finalized 100% design/engineering plans and specifications will be submitted to DWR.

Deliverables:

- A copy of the 100% complete design plans and specifications

Task 3 c) Environmental Documentation

This task consists of completing the required environmental compliance, completing any tribal notification, and environmental documentation as necessary.

Deliverables:

- Copy of environmental documents as required by CEQA

Task 3 d) Project Monitoring Plan

A Project Monitoring Plan (PMP) shall be submitted to the State prior to disbursement of grant funds for construction or monitoring activities for this Project. Along with the Attachment 6 Project Performance Measures Tables requirements for the Project, the PMP will also include: a) Baseline conditions, b) Brief discussion of monitoring systems to be utilized, c) Methodology of monitoring, d) Frequency of monitoring, and e) Location of monitoring points.

The LPS will lead work for monitoring and performance measures verification after Project completion. Costs for monitoring and performance measures are not included in the budget (funding match or grant award).

Deliverables:

- Project Monitoring Plan

Task 4: Construction/Implementation – Budget Category (d)

Task 4 a) Construction Contracting

This task consists of construction contracting including solicitations for bids and awards of contracts, as well as construction contingency based on 10% of the lowest responsible bid amount.

Deliverables:

- Copy of bid package

Task 4 b) Mobilization and Site Preparation

This task consists of mobilization and site preparation including implementation of site security measures, installation of temporary sanitary facilities, implementation of site BMPs, clearing and grubbing, and stockpile and material storage designation.

Deliverables:

- Pre-construction photographs

Task 4 c) Project Construction

This task includes using Low Impact Development (LID) methods along a residential collector-type street to demonstrate a range of approaches for retrofitting existing urban streets. This task consists of project construction activities, associated with construction of LID street retrofit improvements. This task includes inspection activities, testing, surveying and all equipment, supplies, and construction costs.

Deliverables:

- Construction photographs
- Certified engineer inspection completion report with final as-built drawings

Task 4 d) Performance Testing and Demobilization

This task consist of project performance testing and demobilization, including removal of all debris and construction spoils from the site, removal of excess materials, removal of temporary sanitary facilities, removal of equipment, transfer of site responsibility back to owner, and stormwater testing for contaminants and turbidity levels.

Deliverables:

- Post-construction photographs

Task 4 e) Environmental Compliance/ Mitigation/ Enhancement

This task consists of complying with general construction measures, and creating a water quality monitoring plan, a pre-construction wet season monitoring plan, a post-construction wet season monitoring plan, and a water monitoring report.

Deliverables:

- A copy of the final water quality monitoring report

Task 4 f) Construction Administration

This task consists of reviewing the contractor's schedule and recommendations, managing and coordinating the agencies and contractors involved with the project, and providing construction inspection tests and management oversight.

Deliverables:

- A copy of the inspection reports
- A copy of meeting minutes from construction management reports

Project 17: San Pablo-Rheem Creek Wetland Restoration Project

The San Pablo-Rheem Creek Wetlands Restoration Project (Project) will create seasonal wetlands in the Richmond and San Pablo area near San Pablo Bay. The project establishes approximately 3.2 acres of seasonal wetlands adjacent to Rheem Creek. The project provides indirect improvements to stormwater quality when Rheem Creek overtops its banks, and also provides indirect benefits by minimizing potential stormwater and flood impacts from Rheem Creek in upstream neighborhoods in San Pablo and Richmond. The project should improve upstream flood protection in San Pablo by increasing the available flood plain downstream at the Rheem Creek project site.

Task 1: Direct Project Administration – Budget Category (a)

Task 1 a) Project Administration

This task consists of the project administration responsibilities, which includes coordinating agency responsibilities and managing cost commitments. This task also includes providing other supporting documentation required for this grant agreement (e.g., financial statements, etc.).

Deliverables:

- Environmental Information Form (EIF)
- Financial Statements
- Other Applicable Project Deliverables

Task 1b) Quarterly Progress Reports

This task consists of preparing progress reports detailing work completed in prior quarter as outlined in Exhibit (G) of this agreement and submitting to the Grantee for its submittal to DWR review.

Deliverables:

- Quarterly Project Progress Report

Task 1c) Invoices

This task consists of preparing quarterly invoices including relevant supporting documentation for submittal to DWR via Grantee.

Deliverables:

- Quarterly Invoices and associated backup documentation

Task 1d) Draft and Final Project Completion Report

This task consists of preparing draft Final Project Completion Report and submitting to DWR via Grantee for DWR Project Manager's comment and review no later than 90 days after project completion. This task also consists of preparing the Final Report addressing Grantee/DWRs comments. The report shall be prepared and presented in accordance with the provision of Exhibit G.

Deliverables:

Draft and Final Project Completion Report

Task 1 e) Labor Compliance Program

This task consists of completing the required implementation of a Labor Compliance Program (LCP), if applicable. The Labor Compliance Plan will be compliant with Department of Industrial Relations standards and needs to be in place prior to any construction activities covered under this grant agreement.

Deliverables:

- Proof of Labor Compliance Plans for each project component

Task 2: Land Purchase/Easement – Budget Category (b)

Task 2 a) Land Purchase/Easement Acquisition

This task consists of providing compensation for finalizing the negotiations for obtaining an easement and to make various progress payments to the owner of the property where the wetland development will occur.

Deliverables:

- Copies of the recorded easement agreements

Task 3: Planning/Design/Engineering/Environmental Documentation – Budget Category (c)

Task 3 a) Assessment and Evaluation

This task consists of completing the planning assessment and feasibility studies prior to project development. This task also includes developing the Mitigation Monitoring and Management Plan that is approved by the Corps of Engineers and the Bay Area Regional Water Quality Control Boards as well as preparation of design plans and specifications.

Deliverables:

- A copy of the approved Mitigation Monitoring and Management plan
- A copy of the 60% design plans and specifications

Task 3 b) Planning/Design/Engineering

This task consists of finalizing project engineering designs (90% and 100%) for the project. Finalized 100% design/engineering plans and specifications will be submitted to DWR.

Deliverables:

- A copy of the 100% complete design plans and specifications

Task 3 c) Environmental Documentation

This task consists of completing the required environmental compliance, completing any tribal notification, and environmental documentation as necessary.

Deliverables:

- Copy of environmental documents as required by CEQA

Task 3 d) Permitting

This task consists of acquiring all identified federal, state, and local permits. Work includes coordinating and complying with requirements for issuance of a permit.

Deliverables:

- Copy of all required permits

Task 4: Construction/Implementation – Budget Category (d)

Task 4 a) Construction Contracting

This task consists of the developer's oversight on the implementation of the project and will consist of milestone payments before and after project construction.

Deliverables:

- Copy of the mitigation agreement
- Proof of milestone payments

Task 4 b) Mobilization and Site Preparation

This task consists of mobilization and site preparation including implementation of site security measures, installation of temporary sanitary facilities, implementation of site BMPs, clearing and grubbing, and stockpile and material storage designation.

Deliverables:

- Pre-construction photographs

Task 4 c) Project Construction

The task includes the establishment of approximately 3.2 acres of seasonal wetlands adjacent to Rheem Creek. This task consists of project construction activities, including the creation of seasonal wetlands that can sustain ponding through mass grading of the site. The wetlands will be at least one foot deep and will include wetland vegetation. At least three wetland ponds will be created and all of these ponds will be interconnected. One of the ponds will be interconnected to Rheem Creek. This task includes all restoration equipment and supplies costs.

Deliverables:

- Construction photographs
- Certified engineer inspection completion report with final as-built drawings

Task 4 d) Performance Testing and Demobilization

This task consist of project performance testing and reporting, including preparing interim annual reports indicating that the wetlands are holding sufficient water for an adequate duration during medium water years, preparing reports after completion of initial success criteria.

Deliverables:

- Post-construction photographs
- A copy of any performance reports created during the duration of the grant

Task 4 e) Environmental Compliance/ Mitigation/ Enhancement

This task consists of complying with general construction measures, and creating an erosion and sediment control plan, stormwater pollution prevention plan, a hazardous materials management plan, and any environmental restoration specifications.

Deliverables:

- A copy of the erosion and sediment control plan
- A copy of the stormwater pollution prevention plan
- A copy of the hazardous materials management plan
- A copy of the environmental restoration specifications

Project 18: St. Helena Upper York Creek Dam Removal and Ecosystem Restoration Project

This project includes removing a sufficient portion of the Upper St. Helena Dam and restoring the natural channel profile and bankfull width, to remove accumulated sediments within the reservoir, and to restore approximately 1,215 feet (0.23 miles) of natural channel through the embankment and reservoir footprint. The project restores steelhead passage to approximately 1.5 miles of high quality spawning and rearing habitat, restoring approximately 2 acres of riparian habitat; and restoring gravel yield from the watershed to the Napa River.

Task 1: Direct Project Administration – Budget Category (a)

Task 1 a) Project Administration

This task consists of the project administration responsibilities, which include coordinating agency responsibilities and managing cost commitments. This task also includes providing other supporting documentation required for this grant agreement (e.g., financial statements, etc.).

Deliverables:

- Environmental Information Form (EIF)
- Financial Statements
- Other Applicable Project Deliverables

Task 1b) Quarterly Progress Reports

This task consists of preparing progress reports detailing work completed in prior quarter as outlined in Exhibit (G) of this agreement and submitting to the Grantee for its submittal to DWR review.

Deliverables:

- Quarterly Project Progress Reports

Task 1c) Invoices

This task consists of preparing quarterly invoices including relevant supporting documentation for submittal to DWR via Grantee.

Deliverables:

- Quarterly invoices and associated backup documentation

Task 1d) Draft and Final Project Completion Report

This task consists of preparing draft Final Project Completion Report and submitting to DWR via Grantee for DWR Project Manager's comment and review no later than 90 days after project completion. This task also consists of preparing the Final Report addressing Grantee/DWR's comments. The report shall be prepared and presented in accordance with the provision of Exhibit G.

Deliverables:

- Draft and Final Project Completion Report

Task 1 e) Labor Compliance Program

This task consists of completing the required implementation of a Labor Compliance Program (LCP), if applicable. The Labor Compliance Plan will be compliant with Department of Industrial Relations standards and needs to be in place prior to any construction activities covered under this grant agreement.

Deliverables:

- Proof of Labor Compliance Plans for each project component

Task 2: Land Purchase/Easement – Budget Category (b)

Not applicable. Land easements and acquisitions for the project have already been secured.

Task 3: Planning/Design/Engineering/Environmental Documentation – Budget Category (c)

Task 3 a) Plans, Specifications, Engineer's Cost Estimates

This task consists of finalizing engineering designs (90% and 100%) and specifications. Finalized 100% design/engineering plans and specifications will be submitted to DWR.

Deliverables:

- A copy of the 100% complete design plans and specifications

Task 3 b) Environmental Documentation

This task consists of completing the final Environmental Impact Report (EIR), Mitigation, Monitoring & Reporting (MMRP), and the Statement of Overriding Considerations (SOC), as well as submittal to the State Clearinghouse and the county clerk's office.

Deliverables:

- Copy of final EIR, MMRP, and SOC with receipt for payment of fees to CDFW and the County Clerk as required by CEQA

Task 3 c) Permit Acquisition

This task consists of acquiring all identified federal, state, and local permits. Work includes coordinating and complying with requirements for issuance of a permit.

Deliverables:

- Copy of all required permits

Task 4: Construction/Implementation – Budget Category (d)

Task 4 a) Stormwater Pollution Prevention Plan (SWPPP)

This task consists of preparation of a Notice of Intent (NOI) and SWPPP documentation for project implementation, in accordance with NPDES requirements of the General Construction Permit and consistent with CalTrans' guidelines as appropriate. Stormwater management will occur in accordance with the requirements of the SWPPP.

Deliverables:

- NOI and SWPPP
- SWPPP monitoring reports

Task 4 b) Construction Phase Administration and Engineering

This task consists of construction contracting, including solicitations for bids and awards of contract, overseeing the contractor's schedule and recommendations, managing and coordinating regulatory agency requirements with contractors, and providing construction inspection and management oversight.

Deliverables:

- Construction bid package
- Construction contract with successful bidder
- Inspection reports

Task 4 c) Project Construction

This task consists of providing biological oversight during construction. Services include bird nesting surveys as required by the Migratory Bird Treaty Act (MBTA); oversight of vegetation clearing; on-site meeting with the contractor and project designer to demarcate the project limits and discuss biological resources protection measures; biological sweep of the work area; and construction crew training. The project biologist will also oversee dewatering and species relocation in accordance with Corps and ESA permits, construction monitoring as needed, and removal of the dewatering system and will provide post-construction reporting.

Deliverables:

- Attendance log from preconstruction crew training
- Post-construction biological resources report

Task 4 d) Dam Removal and Channel Restoration

This task includes removing a sufficient portion of the Upper St. Helena Dam and restoring the natural channel profile and bankfull width and restoring approximately 1,215 feet of natural channel and aquatic access to approximately 1.5 miles of steelhead spawning and rearing habitat and approximately 2 acres of riparian habitat. This task consists of project construction activities, including mobilization and site preparation, dewatering, dam and accumulated sediment removal, road and bank stabilization, channel reconstruction, permanent erosion control (PEC), and native species revegetation.

Deliverables:

- Construction photographs, before and during
- Certified engineer inspection completion report with final as-built drawings

Task 4e) Post Construction Monitoring and Reporting

This task consists of monitoring channel form and native species revegetation success and providing annual reports for 3 years after project completion. Channel form will be evaluated in the winter/spring, and vegetation success monitoring will occur in the fall. Reports of findings with photographs will be submitted annually.

Deliverables:

- Post-construction photographs
- Geomorphic and vegetation monitoring reports prepared during the term of this contract re monitoring for channel functioning for fish passage

Project 19: Student and Teachers Restoring A Watershed (STRAW) Project – North and East Bay Watersheds

STRAW implements professionally designed and installed habitat restoration projects, integrated with an innovative education program that provides water quality benefits, habitat improvement, and positive impacts on economic, social, and environmental sustainability. This project will provide teachers and students with the scientific, educational, and technical resources to create student-centered education and/or restoration projects to protect and restore the health of riparian and wetland ecosystems in Alameda, Contra Costa, Marin, Napa, San Francisco, Solano, and Sonoma counties. Restoration activities include invasive plant removal, native plant revegetation, stream bank stabilization, and erosion control projects. This project also includes intensive and sustained classroom support for teachers, with the goal of promoting environmental stewardship through hands-on restoration and field investigations of local watersheds, integration of environmental science programs to increase and improve the environmental knowledge, skills, attitudes, and behavior of students, and 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.

Task 1: Direct Project Administration – Budget Category (a)

Task 1 a) Project Administration

This task consists of the project administration responsibilities, which includes coordinating agency responsibilities and managing cost commitments. This task also includes providing other supporting documentation required for this grant agreement (e.g., financial statements, etc.).

Deliverables:

- Environmental Information Form (EIF)
- Financial Statements
- Other Applicable Project Deliverables

Task 1b) Quarterly Progress Reports

This task consists of preparing progress reports detailing work completed in prior quarter as outlined in Exhibit (G) of this agreement and submitting to the Grantee for its submittal to DWR review.

Deliverables:

- Quarterly Project Progress Report

Task 1c) Invoices

This task consists of preparing quarterly invoices including relevant supporting documentation for submittal to DWR via Grantee.

Deliverables:

- Quarterly Invoices and associated backup documentation

Task 1d) Draft and Final Project Completion Report

This task consists of preparing draft Final Project Completion Report and submitting to DWR via Grantee for DWR Project Manager's comment and review no later than 90 days after project completion. This task also consists of preparing the Final Report addressing Grantee/DWRs comments. The report shall be prepared and presented in accordance with the provision of Exhibit G.

Deliverables:

Draft and Final Project Completion Report

Task 2: Land Purchase/Easement – Budget Category (b)

Task 2 a) Land Purchase/Easement Acquisition

This task is not applicable. All land purchase and easement activities are already complete.

Task 3: Planning/Design/Engineering/Environmental Documentation – Budget Category (c)

Task 3 a) Planning and Design

This task consists of coordinating with the teachers at different schools to schedule professional development workshops, classroom education activities, and restoration workdays and coordinating with restoration design staff.

Deliverables:

- A copy of the schedule for workshops and classroom activities
- A copy of the work plan for restoration projects

Task 4: Construction/Implementation – Budget Category (d)

Task 4 a) Professional Development Workshops

This task consists of teachers participating in a three-day professional development workshop that focuses on the many aspects of watershed science, two network events throughout the school year.

Deliverables:

- A copy of the workshop materials
- A list of teachers attending the network events

Task 4 b) Classroom Activities

This task consists of students receiving a pre-planting presentation about restoration projects, receiving additional in-class and/or field activities as requested by their teacher.

Deliverables:

- Annual summary of activities by school year
- A copy of materials used for in-classroom lessons

Task 4 c) Restoration Project Construction

This task consists of preparing the site for student planting day, procuring all materials for the project, accompanying designer at site for layout, pin-flagging, and identification of hazards, marking hazards, implementing final design with students and community volunteers, overseeing the distribution of students, adult volunteers, and supervisors throughout the worksite to ensure project quality and success, and preparing and compiling project notes for recording the number and type of plantings installed at each site, as well as the length of area covered by the restoration

Deliverables:

- Before and after restoration photographs
- A copy of the notes for each restoration project

Task 4 d) Maintenance and Monitoring

This task consist of regularly inspect plantings from late spring through early fall for three years, including maintaining plantings by weeding and repairing browse protectors, irrigating plantings using practices that are most appropriate for the site, monitor plant survival by species in late summer/early fall to inform future planting designs, performing annual photo monitoring, coordinating additional monitoring activities with additional PRBO Conservation Science staff and appropriate partners if additional funding is available.

Deliverables:

- Post-construction photographs
- Annual plant establishment monitoring reports

Project 20: Grant Administration

This project provides the oversight and coordination necessary in administering the grant agreement with DWR and the LPS of each project within the agreement. The grantee is responsible for submitting regular invoices and reports to DWR, coordinating with LPS on project status and monitoring, and communicating with DWR on tracking project status and implementing agreement changes.

Task 1: Project Administration – Budget Category (a)

Task 1 a) Direct Program Administration

This task consists of the project administration responsibilities, which includes coordinating the LPS participating agencies, developing interagency agreements, coordinating with DWR Grant Manager on agreement development and agreement amendments, and managing cost commitments. This task also includes providing other supporting documentation required for this grant agreement (e.g., financial statements, etc.).

Deliverables:

- A copy of the executed Grant Agreement
- Invoices and associated backup documentation
- Environmental Information Form (EIF)
- Financial Statements
- Other Applicable Project Deliverables

Task 1b) Reporting

This task consists of submitting progress reports detailing work completed in prior quarter as outlined in Exhibit (G) of this agreement and submitting to DWR for review. This task also includes submitting the Final Project Completion Reports no later than 90 days after project completion and preparing and submitting the final Grant Completion Report to DWR.

Reports will meet generally accepted professional standards for technical reporting and the requirements terms of the contract with DWR outlined in Exhibit G of this agreement. For example, Progress 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; activities and milestones achieved; and accomplishments and any problems encountered in the performance of work. Project Completion Reports will include: documentation of actual work done; changes and amendments to each project; a final schedule showing actual progress versus planned progress; and copies of final documents and reports generated during the project.

Deliverables:

- Quarterly Project Progress Reports
- Final Project Completion Reports
- Grant Completion Report

Task 1c) Invoices

This task consists of preparing invoices including relevant supporting documentation for submittal to DWR.

Deliverables:

- Quarterly Invoices and associated backup documentation

EXHIBIT B BUDGET

Project Title	(a)	(b)	(c)	(d)	(e)
	Grant Amount	Required Funding Match	Additional Cost Share	Total Project Cost	% of Funding Match
1 Bay Area Regional Conservation and Education Program	\$ 2,700,000.00	\$ 2,558,168.00	\$ -	\$ 5,258,168.00	49%
2 East Bayshore Recycled Water Project Phase 1A (Emeryville)	\$ 1,000,000.00	\$ 400,000.00	\$ 1,899,000.00	\$ 3,299,000.00	12%
3 Lagunitas Creek Watershed Sediment Reduction and Management Project	\$ 720,000.00	\$ 240,000.00	\$ -	\$ 960,000.00	25%
4 Marin/Sonoma Conserving Our Watersheds: Agricultural BMP Projects	\$ 600,000.00	\$ -	\$ 220,000.00	\$ 820,000.00	0%
5 Napa Milliken Creek Flood Damage Reduction and Fish Passage Barrier Removal	\$ 500,000.00	\$ 185,000.00	\$ 733,540.00	\$ 1,418,540.00	13%
6 North Bay Water Reuse Program - Sonoma Valley CSD 5th Street East/McGill Road Recycled Water Project	\$ 1,020,000.00	\$ 1,130,410.00	\$ 410,080.00	\$ 2,560,490.00	44%
7 Oakland Sausal Creek Restoration Project	\$ 500,000.00	\$ 924,700.00	\$ 1,451,800.00	\$ 2,876,500.00	32%
8 Pescadero Water Supply and Sustainability Project	\$ 700,000.00	\$ 125,000.00	\$ -	\$ 825,000.00	15%
9 Petaluma Flood Reduction, Water & Habitat Quality, and Recreation Project for Copri Creek	\$ 825,000.00	\$ 275,000.00	\$ -	\$ 1,100,000.00	25%
10 Redwood City Bayfront Canal and Atherton Channel Flood Improvement and Habitat Restoration Project	\$ 1,135,000.00	\$ 890,600.00	\$ 1,925,540.00	\$ 3,951,140.00	29%
11 Regional Groundwater Storage and Recovery Project Phase 1A - South Westside Basin, Northern San Mateo County	\$ 1,400,000.00	\$ 2,022,261.00	\$ 30,000.00	\$ 3,452,261.00	59%
12 Richmond Breuner Marsh Restoration Project	\$ 750,000.00	\$ 250,000.00	\$ 2,625,000.00	\$ 3,625,000.00	7%
13 Roseview Heights Infrastructure Upgrades for Water Supply and Quality Improvement, Santa Clara County	\$ 500,000.00	\$ 424,700.00	\$ 200,800.00	\$ 1,125,500.00	38%
14 San Francisco Bay Climate Change Pilot Projects Combining Ecosystem Adaptation, Flood Risk Management and Wastewater Effluent Polishing	\$ 2,100,000.00	\$ 416,280.00	\$ 2,848,845.00	\$ 5,365,125.00	8%
15 San Francisco International Airport Reclaimed Water Facility	\$ 750,000.00	\$ 1,964,847.00	\$ 3,321,000.00	\$ 6,035,847.00	33%
16 San José Green Streets & Alleys Demonstration Projects	\$ 2,000,000.00	\$ 250,000.00	\$ -	\$ 2,250,000.00	11%
17 San Pablo Russian Creek Wetlands Restoration Project	\$ 750,000.00	\$ 1,197,912.00	\$ -	\$ 1,947,912.00	61%
18 St. Helena Upper York Creek Dam Removal and Ecosystem Restoration Project	\$ 800,000.00	\$ 1,174,119.00	\$ 3,631,866.00	\$ 5,605,985.00	21%
19 Students and Teachers Restoring a Watershed (STRAW) Project--North and East Bay Watersheds	\$ 500,000.00	\$ -	\$ 125,000.00	\$ 625,000.00	0%
20 ABAG Grant Administration	\$ 750,000.00	\$ -	\$ -	\$ 750,000.00	0%
Grant Total	\$ 20,000,000.00	\$ 14,428,997.00	\$ 18,522,471.00	\$ 52,951,468.00	27%

DWR Prop 84 - Local Project Sponsor Agreement - IRWM 2

Attachment 3

Project 1: Bay Area Regional Conservation and Education Program					
Category		(a)	(b)	(c)	(d)
		Grant Amount	Cost Share: Required Funding Match	Additional Cost Share	Total Cost
(a)	Direct Project Administration	\$ 150,000.00	\$ -	\$ -	\$ 150,000.00
(b)	Land Purchase/Easement	\$ -	\$ -	\$ -	\$ -
(c)	Planning/Design/ Engineering/ Environmental Documentation	\$ -	\$ -	\$ -	\$ -
(d)	Construction/ Implementation	\$ 2,550,000.00	\$ 2,558,168.00	\$ -	\$ 5,108,168.00
Grand Total		\$ 2,700,000.00	\$ 2,558,168.00	\$ -	\$ 5,258,168.00

Project 2: Los Angeles (Coyote Valley) - Phase 1A (Imperial)					
Category		(a)	(b)	(c)	(d)
		Grant Amount	Cost Share: Required Funding Match	Additional Cost Share	Total Cost
(a)	Direct Project Administration	\$ -	\$ -	\$ 145,000.00	\$ 145,000.00
(b)	Land Purchase/Easement	\$ -	\$ -	\$ -	\$ -
(c)	Planning/Design/ Engineering/ Environmental Documentation	\$ -	\$ -	\$ 370,000.00	\$ 370,000.00
(d)	Construction/ Implementation	\$ 1,000,000.00	\$ 400,000.00	\$ 1,384,000.00	\$ 2,784,000.00
Grand Total		\$ 1,000,000.00	\$ 400,000.00	\$ 1,899,000.00	\$ 3,299,000.00

Project 3: Oak Ridge (Imperial)					
Category		(a)	(b)	(c)	(d)
		Grant Amount	Cost Share: Required Funding Match	Additional Cost Share	Total Cost
(a)	Direct Project Administration	\$ 25,669.00	\$ 25,182.00	\$ -	\$ 50,851.00
(b)	Land Purchase/Easement	\$ -	\$ -	\$ -	\$ -
(c)	Planning/Design/ Engineering/ Environmental Documentation	\$ -	\$ 154,994.00	\$ -	\$ 154,994.00
(d)	Construction/ Implementation	\$ 694,331.00	\$ 59,824.00	\$ -	\$ 754,155.00
Grand Total		\$ 720,000.00	\$ 240,000.00	\$ -	\$ 960,000.00

Project 4: Marin/Sonoma (Covering Our Watershed Agricultural BMP Project)					
Category		(a)	(b)	(c)	(d)
		Grant Amount	Cost Share: Required Funding Match	Additional Cost Share	Total Cost
(a)	Direct Project Administration	\$ 111,340.00	\$ -	\$ -	\$ 111,340.00
(b)	Land Purchase/Easement	\$ -	\$ -	\$ -	\$ -
(c)	Planning/Design/ Engineering/ Environmental Documentation	\$ 143,020.00	\$ -	\$ -	\$ 143,020.00
(d)	Construction/ Implementation	\$ 345,640.00	\$ -	\$ 220,000.00	\$ 565,640.00
Grand Total		\$ 600,000.00	\$ -	\$ 220,000.00	\$ 820,000.00

Project 3: Upper Milliken Creek Flood Damage Reduction and Fish Passage Barrier Removal Budget					
Category		(a)	(b)	(c)	(d)
		Grant Amount	Cost Share: Required Funding Match	Additional Cost Share	Total Cost
(a)	Direct Project Administration	\$ -	\$ -	\$ 25,120.00	\$ 25,120.00
(b)	Land Purchase/Easement	\$ -	\$ -	\$ 25,000.00	\$ 25,000.00
(c)	Planning/Design/ Engineering/ Environmental Documentation	\$ -	\$ 185,000.00	\$ 115,000.00	\$ 300,000.00
(d)	Construction/ Implementation	\$ 500,000.00	\$ -	\$ 568,420.00	\$ 1,068,420.00
Grand Total		\$ 500,000.00	\$ 185,000.00	\$ 733,540.00	\$ 1,418,540.00

Project 4: North Bay Water Reuse Program					
Category		(a)	(b)	(c)	(d)
		Grant Amount	Cost Share: Required Funding Match	Additional Cost Share	Total Cost
(a)	Direct Project Administration	\$ -	\$ -	\$ 128,720.00	\$ 128,720.00
(b)	Land Purchase/Easement	\$ -	\$ 88,000.00	\$ -	\$ 88,000.00
(c)	Planning/Design/ Engineering/ Environmental Documentation	\$ -	\$ 21,640.00	\$ 281,360.00	\$ 303,000.00
(d)	Construction/ Implementation	\$ 1,020,000.00	\$ 1,020,770.00	\$ -	\$ 2,040,770.00
Grand Total		\$ 1,020,000.00	\$ 1,130,410.00	\$ 410,080.00	\$ 2,560,490.00

Project 5: Oxbow and Sycamore Creek Restoration Project					
Category		(a)	(b)	(c)	(d)
		Grant Amount	Cost Share: Required Funding Match	Additional Cost Share	Total Cost
(a)	Direct Project Administration	\$ 13,000.00	\$ 96,000.00	\$ 80,000.00	\$ 189,000.00
(b)	Land Purchase/Easement	\$ -	\$ 8,500.00	\$ -	\$ 8,500.00
(c)	Planning/Design/ Engineering/ Environmental Documentation	\$ -	\$ -	\$ -	\$ -
(d)	Construction/ Implementation	\$ 487,000.00	\$ 820,200.00	\$ 1,371,800.00	\$ 2,679,000.00
Grand Total		\$ 500,000.00	\$ 924,700.00	\$ 1,451,800.00	\$ 2,876,500.00

Project 6: Pescadero Water Supply and Sustainability Project					
Category		(a)	(b)	(c)	(d)
		Grant Amount	Cost Share: Required Funding Match	Additional Cost Share	Total Cost
(a)	Direct Project Administration	\$ 55,269.00	\$ -	\$ -	\$ 55,269.00
(b)	Land Purchase/Easement	\$ -	\$ -	\$ -	\$ -
(c)	Planning/Design/ Engineering/ Environmental Documentation	\$ 37,827.00	\$ 112,130.00	\$ -	\$ 149,957.00
(d)	Construction/ Implementation	\$ 606,904.00	\$ 12,870.00	\$ -	\$ 619,774.00
Grand Total		\$ 700,000.00	\$ 125,000.00	\$ -	\$ 825,000.00

Project 7: Planning Flood Reduction, Water & Habitat Quality, and Recreation Project					
Category		(a)	(b)	(c)	(d)
		Grant Amount	Cost Share: Required Funding Match	Additional Cost Share	Total Cost
(a)	Direct Project Administration	\$ -	\$ 59,784.00	\$ -	\$ 59,784.00
(b)	Land Purchase/Easement	\$ -	\$ -	\$ -	\$ -
(c)	Planning/Design/ Engineering/ Environmental Documentation	\$ -	\$ 120,768.00	\$ -	\$ 120,768.00
(d)	Construction/ Implementation	\$ 825,000.00	\$ 94,448.00	\$ -	\$ 919,448.00
Grand Total		\$ 825,000.00	\$ 275,000.00	\$ -	\$ 1,100,000.00

Project 16: Research on Fishery Canal and Allotment Channel Flood Improvement and Habitat Restoration					
Category		(a)	(b)	(c)	(d)
		Grant Amount	Cost Share: Required Funding Match	Additional Cost Share	Total Cost
(a)	Direct Project Administration	\$ -	\$ -	\$ 303,850.00	\$ 303,850.00
(b)	Land Purchase/Easement	\$ -	\$ -	\$ -	\$ -
(c)	Planning/Design/ Engineering/ Environmental Documentation	\$ -	\$ -	\$ 403,120.00	\$ 403,120.00
(d)	Construction/ Implementation	\$ 1,135,000.00	\$ 890,600.00	\$ 318,570.00	\$ 2,344,170.00
Grand Total		\$ 1,135,000.00	\$ 890,600.00	\$ 1,025,540.00	\$ 3,051,140.00

Project 17: Research on Fishery Canal and Allotment Channel Flood Improvement and Habitat Restoration					
Category		(a)	(b)	(c)	(d)
		Grant Amount	Cost Share: Required Funding Match	Additional Cost Share	Total Cost
(a)	Direct Project Administration	\$ -	\$ -	\$ 30,000.00	\$ 30,000.00
(b)	Land Purchase/Easement	\$ -	\$ -	\$ -	\$ -
(c)	Planning/Design/ Engineering/ Environmental Documentation	\$ -	\$ -	\$ -	\$ -
(d)	Construction/ Implementation	\$ 1,400,000.00	\$ 2,022,261.00	\$ -	\$ 3,422,261.00
Grand Total		\$ 1,400,000.00	\$ 2,022,261.00	\$ 30,000.00	\$ 3,452,261.00

Project 12: Richmond Sfeunier Marsh Restoration Project					
Category		(a)	(b)	(c)	(d)
		Grant Amount	Cost Share: Required Funding Match	Additional Cost Share	Total Cost
(a)	Direct Project Administration	\$ 10,000.00	\$ -	\$ 30,000.00	\$ 40,000.00
(b)	Land Purchase/Easement	\$ -	\$ -	\$ -	\$ -
(c)	Planning/Design/ Engineering/ Environmental Documentation	\$ -	\$ -	\$ -	\$ -
(d)	Construction/ Implementation	\$ 740,000.00	\$ 250,000.00	\$ 2,595,000.00	\$ 3,585,000.00
Grand Total		\$ 750,000.00	\$ 250,000.00	\$ 2,625,000.00	\$ 3,625,000.00

Project 13: Potrero Heights Infrastructure Upgrades for Water Supply and Quality Improvement					
Category		(a)	(b)	(c)	(d)
		Grant Amount	Cost Share: Required Funding Match	Additional Cost Share	Total Cost
(a)	Direct Project Administration	\$ -	\$ -	\$ 26,000.00	\$ 26,000.00
(b)	Land Purchase/Easement	\$ -	\$ -	\$ 12,000.00	\$ 12,000.00
(c)	Planning/Design/ Engineering/ Environmental Documentation	\$ -	\$ -	\$ 88,000.00	\$ 88,000.00
(d)	Construction/ Implementation	\$ 500,000.00	\$ 424,700.00	\$ 74,800.00	\$ 999,500.00
Grand Total		\$ 500,000.00	\$ 424,700.00	\$ 200,800.00	\$ 1,125,500.00

Project 14: San Francisco Bay Climate Change Risk Project: Combining Ecosystem Adaptation, Flood Risk Management and Wastewater Effluent Pathways					
Category		(a)	(b)	(c)	(d)
		Grant Amount	Cost Share: Required Funding Match	Additional Cost Share	Total Cost
(a)	Direct Project Administration	\$ 101,575.00	\$ -	\$ -	\$ 101,575.00
(b)	Land Purchase/Easement	\$ -	\$ -	\$ -	\$ -
(c)	Planning/Design/ Engineering/ Environmental Documentation	\$ -	\$ 416,280.00	\$ 78,560.00	\$ 494,840.00
(d)	Construction/ Implementation	\$ 1,998,425.00	\$ -	\$ 2,770,285.00	\$ 4,768,710.00
Grand Total		\$ 2,100,000.00	\$ 416,280.00	\$ 2,848,845.00	\$ 5,365,125.00

Project 15: San Francisco International Airport Reclaimed Water Facility					
Category		(a)	(b)	(c)	(d)
		Grant Amount	Cost Share: Required Funding Match	Additional Cost Share	Total Cost
(a)	Direct Project Administration	\$ -	\$ 53,800.00		\$ 53,800.00
(b)	Land Purchase/Easement	\$ -	\$ -		\$ -
(c)	Planning/Design/ Engineering/ Environmental Documentation	\$ -	\$ 43,600.00		\$ 43,600.00
(d)	Construction/ Implementation	\$ 750,000.00	\$ 1,867,447.00	\$ 3,321,000.00	\$ 5,938,447.00
Grand Total		\$ 750,000.00	\$ 1,944,847.00	\$ 3,321,000.00	\$ 6,035,847.00

Table 1: San Juan River Watershed Agency Demonstration Project					
Category		(a)	(b)	(c)	(d)
		Grant Amount	Cost Share: Required Funding Match	Additional Cost Share	Total Cost
(a)	Direct Project Administration	\$ -	\$ 36,278.00	\$ -	\$ 36,278.00
(b)	Land Purchase/Easement	\$ -	\$ -	\$ -	\$ -
(c)	Planning/Design/ Engineering/ Environmental Documentation	\$ 221,099.00	\$ 153,121.00	\$ -	\$ 374,220.00
(d)	Construction/ Implementation	\$ 1,778,901.00	\$ 60,601.00	\$ -	\$ 1,839,502.00
Grand Total		\$ 2,000,000.00	\$ 250,000.00	\$ -	\$ 2,250,000.00

Table 2: San Juan River Watershed Agency Demonstration Project					
Category		(a)	(b)	(c)	(d)
		Grant Amount	Cost Share: Required Funding Match	Additional Cost Share	Total Cost
(a)	Direct Project Administration	\$ -	\$ 99,688.00	\$ -	\$ 99,688.00
(b)	Land Purchase/Easement	\$ 750,000.00	\$ 15,152.00	\$ -	\$ 765,152.00
(c)	Planning/Design/ Engineering/ Environmental Documentation	\$ -	\$ 83,072.00	\$ -	\$ 83,072.00
(d)	Construction/ Implementation	\$ -	\$ 1,000,000.00	\$ -	\$ 1,000,000.00
Grand Total		\$ 750,000.00	\$ 1,197,912.00	\$ -	\$ 1,947,912.00

Table 3: San Juan River Watershed Agency Demonstration Project					
Category		(a)	(b)	(c)	(d)
		Grant Amount	Cost Share: Required Funding Match	Additional Cost Share	Total Cost
(a)	Direct Project Administration	\$ -	\$ 113,925.00	\$ -	\$ 113,925.00
(b)	Land Purchase/Easement	\$ -	\$ -	\$ -	\$ -
(c)	Planning/Design/ Engineering/ Environmental Documentation	\$ -	\$ 460,194.00	\$ -	\$ 460,194.00
(d)	Construction/ Implementation	\$ 800,000.00	\$ 600,000.00	\$ 3,631,866.00	\$ 5,031,866.00
Grand Total		\$ 800,000.00	\$ 1,174,119.00	\$ 3,631,866.00	\$ 5,605,985.00

Table 4: Students and Teachers Learning a Watershed (STLAW) Project					
Category		(a)	(b)	(c)	(d)
		Grant Amount	Cost Share: Required Funding Match	Additional Cost Share	Total Cost
(a)	Direct Project Administration	\$ 28,233.00	\$ -	\$ -	\$ 28,233.00
(b)	Land Purchase/Easement	\$ -	\$ -	\$ -	\$ -
(c)	Planning/Design/ Engineering/ Environmental Documentation	\$ 35,378.00	\$ -	\$ -	\$ 35,378.00
(d)	Construction/ Implementation	\$ 436,389.00	\$ -	\$ 125,000.00	\$ 561,389.00
Grand Total		\$ 500,000.00	\$ -	\$ 125,000.00	\$ 625,000.00

Project 20: Grant Administration					
Category		(a)	(b)	(c)	(d)
		Grant Amount	Cost Share: Required Funding Match	Additional Cost Share	Total Cost
(a)	Direct Project Administration	\$ 750,000.00	\$ -	\$ -	\$ 750,000.00
(b)	Land Purchase/Easement	\$ -	\$ -	\$ -	\$ -
(c)	Planning/Design/ Engineering/ Environmental Documentation	\$ -	\$ -	\$ -	\$ -
(d)	Construction/ Implementation	\$ -	\$ -	\$ -	\$ -
Grand Total		\$ 750,000.00	\$ -	\$ -	\$ 750,000.00

**EXHIBIT C
SCHEDULE**

Project 1 (Pay A) - Regional Soil, Water, and Education Program			
Category		Start Date	End Date
Task 1	(a) Direct Project Administration	October-13	April-18
Task 1 a	Project Administration	October-13	April-18
Task 1 b	Quarterly Progress Report	October-13	April-18
Task 1 c	Invoices	October-13	April-18
Task 1 d	Draft and Final Project Completion Report	October-13	April-18
Task 2	(b) Land Purchase/ Easement	N/A	N/A
Task 3	(c) Planning/ Design/ Engineering/ Environmental Documentation	N/A	N/A
Task 4	(d) Construction/ Implementation	October-13	September-16
Task 4.1 a	High-efficiency Toilet Rebates	October-13	September-16
Task 4.2 a	High-efficiency Washer Rebates	October-13	September-16
Task 4.3 a	Water-efficient Sustainable Landscape Education Program	October-13	September-16
Task 4.4 a	Water-efficient Landscape and Weather-based Irrigation Controller Rebate	October-13	September-16
Task 4.5 a	Large Landscape Irrigation System Retrofit Program	October-13	September-16
Task 4.6 a	Home Water Reports	October-13	September-16
Task 4.7 a	Water Conservation and Mobile Water Lab Project	October-13	September-16

Project 2 (Pay B) - Regional Soil, Water, and Education Program			
Category		Start Date	End Date
Task 1	(a) Direct Project Administration	October-13	March-16
Task 1 a	Project Administration	October-13	March-16
Task 1 b	Quarterly Progress Report	July-14	March-16
Task 1 c	Invoices	January-15	March-16
Task 1 d	Draft and Final Project Completion Report	December-15	March-16
Task 1 e	Labor Compliance Plan	January-15	December-15
Task 2	(b) Land Purchase/ Easement	N/A	N/A
Task 3	(c) Planning/ Design/ Engineering/ Environmental Documentation	April-13	December-14
Task 3 a	Planning/ Design/ Engineering	April-13	June-14
Task 3 b	Environmental Documentation	April-14	June-14
Task 3 c	Permitting	March-14	August-14
Task 3 d	Project Monitoring Plan	June-14	December-14
Task 4	(d) Construction/ Implementation	January-15	December-15
Task 4 a	Construction Contracting	January-15	May-15
Task 4 b	Mobilization and Site Preparation	June-15	July-15
Task 4 c	Project Construction	July-15	December-15
Task 4 d	Environmental Compliance/ Mitigation/ Enhancement	July-15	December-15
Task 4 e	Construction Administration	January-15	December-15

Project 2: Laramie River Watershed Sediment Reduction and Management Project			
Category		Start Date	End Date
Task 1	(a) Direct Project Administration	January-12	October-17
Task 1 a	Project Administration	January-12	October-17
Task 1 b	Quarterly Progress Report	January-12	October-17
Task 1 c	Invoices	January-12	October-17
Task 1 d	Draft and Final Project Completion Report	January-12	October-17
Task 1 e	Labor Compliance Plan	January-12	June-17
Task 2	(b) Land Purchase/ Easement	N/A	N/A
Task 3	(c) Planning/ Design/ Engineering/ Environmental Documentation	January-12	June-15
Task 3 a	Assessment and Evaluation	January-12	March-15
Task 3 b	Planning/ Design/ Engineering	January-12	March-15
Task 3 c	Environmental Documentation	January-12	June-15
Task 3 d	Permitting	January-12	June-15
Task 3 e	Project Monitoring Plan	June-14	December-14
Task 4	(d) Construction/ Implementation	January-15	March-17
Task 4 a	Construction Contracting	January-15	June-15
Task 4 b	Mobilization and Site Preparation	July-15	August-15
Task 4 c	Project Construction	September-15	November-15
Task 4 d	Performance Testing and Demobilization	December-16	January-16
Task 4 e	Environmental Compliance/ Mitigation/ Enhancement	July-15	December-16
Task 4 f	Construction Administration	July-15	March-17

Project 3: Laramie River Watershed Sediment Reduction and Management Project			
Category		Start Date	End Date
Task 1	(a) Direct Project Administration	October-13	December-16
Task 1 a	Project Administration	October-13	December-16
Task 1 b	Quarterly Progress Report	October-13	December-16
Task 1 c	Invoices	October-13	December-16
Task 1 d	Draft and Final Project Completion Report	October-13	December-16
Task 1 e	Labor Compliance Plan	October-13	December-13
Task 2	(b) Land Purchase/ Easement	N/A	N/A
Task 3	(c) Planning/ Design/ Engineering/ Environmental Documentation	January-12	July-15
Task 3 a	Assessment and Evaluation	October-13	May-15
Task 3 b	Planning/ Design/ Engineering	May-15	July-15
Task 3 c	Environmental Documentation	July-14	June-15
Task 3 d	Permitting	May-14	July-15
Task 3 e	Project Monitoring Plan	June-14	December-14
Task 4	(d) Construction/ Implementation	May-15	September-16
Task 4 a	Construction Contracting	May-15	September-15
Task 4 b	Mobilization and Site Preparation	June-15	October-15
Task 4 c	Project Construction	October-15	October-15
Task 4 d	Performance Testing and Demobilization	November-15	September-16
Task 4 e	Environmental Compliance/ Mitigation/ Enhancement	June-15	September-16
Task 4 f	Construction Administration	May-15	July-16

Project 83 - Santa Barbara Creek Flood Damage Reduction and Risk Reduction Project			
Category		(a)	(b)
		Start Date	End Date
Task 1	(a) Direct Project Administration	October-13	April-17
Task 1 a	Project Administration	October-13	April-17
Task 1 b	Quarterly Progress Report	October-13	April-17
Task 1 c	Invoices	October-13	April-17
Task 1 d	Draft and Final Project Completion Report	October-13	April-17
Task 1 e	Labor Compliance Plan	February-15	December-15
Task 2	(b) Land Purchase/ Easement	October-14	January-16
Task 3	(c) Planning/ Design/ Engineering/ Environmental Documentation	April-14	January-16
Task 3 a	Assessment and Evaluation	April-14	December-15
Task 3 b	Planning/ Design/ Engineering	October-14	January-16
Task 3 c	Environmental Documentation	April-14	May-15
Task 3 d	Permitting	October-14	January-16
Task 3 e	Project Monitoring Plan	June-14	December-15
Task 4	(d) Construction/ Implementation	February-15	December-15
Task 4 a	Construction Contracting	February-16	April-17
Task 4 b	Project Construction	May-16	October-16
Task 4 c	Environmental Compliance/ Mitigation/ Enhancement	May-16	November-16
Task 4 d	Construction Administration	May-16	December-16

Project 84 - Santa Barbara Creek Flood Damage Reduction and Risk Reduction Project			
Category		Start Date	End Date
Task 1	(a) Direct Project Administration	January-12	April-18
Task 1 a	Project Administration	January-12	April-18
Task 1 b	Quarterly Progress Report	January-12	April-18
Task 1 c	Invoices	January-12	April-18
Task 1 d	Draft and Final Project Completion Report	January-12	April-18
Task 1 e	Labor Compliance Plan	July-14	June-16
Task 2	(b) Land Purchase/ Easement	November-12	July-15
Task 3	(c) Planning/ Design/ Engineering/ Environmental Documentation	December-12	July-15
Task 3 a	Assessment and Evaluation	January-12	June-14
Task 3 b	Planning/ Design/ Engineering	January-12	July-15
Task 3 c	Environmental Documentation	January-12	December-13
Task 3 d	Permitting	December-12	December-14
Task 3 e	Project Monitoring Plan	June-14	December-14
Task 4	(d) Construction/ Implementation	May-14	July-16
Task 4 a	Construction Contracting	May-14	Feb-16
Task 4 b	Mobilization and Site Preparation	Jul-14	Jun-16
Task 4 c	Project Construction	Jul-14	Jun-16
Task 4 d	Performance Testing and Demobilization	Jul-14	Jun-16
Task 4 e	Environmental Compliance/ Mitigation/ Enhancement	Jul-14	Jun-16
Task 4 f	Construction Administration	May-14	Jul-16

Project 7: Oakland Trench Creek Restoration Project			
Category		Start Date	End Date
Task 1	(a) Direct Project Administration	October-13	April-16
Task 1 a	Project Administration	October-13	April-16
Task 1 b	Quarterly Progress Report	October-13	April-16
Task 1 c	Invoices	October-13	April-16
Task 1 d	Draft and Final Project Completion Report	October-13	April-16
Task 1 e	Labor Compliance Plan	October 2013	January-16
Task 2	(b) Land Purchase/ Easement	N/A	N/A
Task 3	(c) Planning/ Design/ Engineering/ Environmental Documentation	N/A	N/A
Task 4	(d) Construction/ Implementation	December-13	March-15
Task 4 a	Construction Contracting	December-13	May-14
Task 4 b	Mobilization and Site Preparation	May-14	July-14
Task 4 c	Project Construction	August-14	October-14
Task 4 d	Performance Testing and Demobilization	August-14	October-14
Task 4 e	Environmental Compliance/ Mitigation/ Enhancement	May-14	March-14
Task 4 f	Construction Administration	October-13	March-15

Project 8: Pinnacles Water Supply and Sustainability Project			
Category		Start Date	End Date
Task 1	(a) Direct Project Administration	October-13	December-15
Task 1 a	Project Administration	October-13	December-15
Task 1 b	Quarterly Progress Report	August-14	December-15
Task 1 c	Invoices	August-14	December-15
Task 1 d	Draft and Final Project Completion Report	May-15	January-16
Task 1 e	Labor Compliance Plan	January-15	December-15
Task 2	(b) Land Purchase/ Easement	N/A	N/A
Task 3	(c) Planning/ Design/ Engineering/ Environmental Documentation	November-12	January-15
Task 3 a	Assessment and Evaluation	November-12	September-13
Task 3 b	Planning/ Design/ Engineering	February-14	August-14
Task 3 c	Environmental Documentation	August-12	January-15
Task 3 d	Permitting	August-12	January-15
Task 4	(d) Construction/ Implementation	January-15	October-15
Task 4 a	Construction Contracting	January-15	April-15
Task 4 b	Mobilization and Site Preparation	May-15	June-15
Task 4 c	Project Construction	July-15	October-15
Task 4 d	Environmental Compliance/ Mitigation/ Enhancement	May-15	October-15
Task 4 e	Construction Administration	May-15	October-15

Project 1: Planning, Noise Reduction, Water & Habitat Quality, and Recreation Improvements at East Creek			
Category		Start Date	End Date
Task 1	(a) Direct Project Administration	October-13	January-16
Task 1 a	Project Administration	October-13	January-16
Task 1 b	Quarterly Progress Report	October-13	January-16
Task 1 c	Invoices	October-13	January-16
Task 1 d	Draft and Final Project Completion Report	October-13	January-16
Task 1 e	Labor Compliance Plan	March-14	October-15
Task 2	(b) Land Purchase/ Easement	N/A	N/A
Task 3	(c) Planning/ Design/ Engineering/ Environmental Documentation	January-13	December-14
Task 3 a	Assessment and Evaluation	October-13	January-14
Task 3 b	Planning/ Design/ Engineering	February-14	August-14
Task 3 c	Environmental Documentation	February-13	May-14
Task 3 d	Permitting	August-13	December-14
Task 3 e	Project Monitoring Plan	June-14	December-14
Task 4	(d) Construction/ Implementation	February-14	December-14
Task 4 a	Construction Contracting	February-14	January-15
Task 4 b	Mobilization and Site Preparation	April-14	March-15
Task 4 c	Project Construction	August-14	October-15
Task 4 d	Performance Testing and Demobilization	November-14	November-15
Task 4 e	Environmental Compliance/ Mitigation/ Enhancement	April-14	December-15
Task 4 f	Construction Administration	April-14	January-16

Project 10: Redwood City Environmental Canal and Alhambra Channel Road Improvements and Habitat Restoration Project			
Category		Start Date	End Date
Task 1	(a) Direct Project Administration	October-13	October-16
Task 1 a	Project Administration	October-13	October-16
Task 1 b	Quarterly Progress Report	October-13	October-16
Task 1 c	Invoices	October-13	October-16
Task 1 d	Draft and Final Project Completion Report	October-13	October-16
Task 1 e	Labor Compliance Plan	October-13	October-15
Task 2	(b) Land Purchase/ Easement	January-13	March-15
Task 3	(c) Planning/ Design/ Engineering/ Environmental Documentation	January-13	June-15
Task 3 a	Assessment and Evaluation	January-13	December-13
Task 3 b	Planning/ Design/ Engineering	January-14	March-15
Task 3 c	Environmental Documentation	February-13	March-15
Task 3 d	Permitting	January-15	June-15
Task 3 e	Project Monitoring Plan	January-15	March-15
Task 4	(d) Construction/ Implementation	June-15	October-16
Task 4 a	Construction Contracting	June-15	September-15
Task 4 b	Mobilization and Site Preparation	September-15	October-15
Task 4 c	Project Construction	October-15	October-16
Task 4 d	Performance Testing and Demobilization	October-15	October-16
Task 4 e	Environmental Compliance/ Mitigation/ Enhancement	October-15	November-15
Task 4 f	Construction Administration	October-15	October-16

Project 11 Regional Groundwater Storage and Recovery Project Phase 1A - South West Florida			
Category		Start Date	End Date
Task 1	(a) Direct Project Administration	June-14	December-16
Task 1 a	Project Administration	June-14	January-16
Task 1 b	Quarterly Progress Report	June-14	January-16
Task 1 c	Invoices	June-14	January-16
Task 1 d	Draft and Final Project Completion Report	June-14	January-16
Task 1 e	Labor Compliance Plan	June-14	October-15
Task 2	(b) Land Purchase/ Easement	June-14	March-15
Task 3	(c) Planning/ Design/ Engineering/ Environmental Documentation	December-12	July-15
Task 3 a	Assessment and Evaluation	May-13	September-14
Task 3 b	Planning/ Design/ Engineering	May-13	September-14
Task 3 c	Environmental Documentation	December-12	September-14
Task 3 d	Permitting	Jan-15	May-15
Task 3 e	Project Monitoring Plan	Jun-14	Jul-15
Task 4	(d) Construction/ Implementation	May-14	Jun-16
Task 4 a	Construction Contracting	May-14	Jul-15
Task 4 b	Mobilization and Site Preparation	Jul-14	Jul-16
Task 4 c	Project Construction	Jul-14	Jul-16
Task 4 d	Performance Testing and Demobilization	Jul-14	Jul-16
Task 4 e	Environmental Compliance/ Mitigation/ Enhancement	Jul-14	Jul-16
Task 4 f	Construction Administration	Jul-14	Jul-16

Project 12 Groundwater Storage and Recovery Project			
Category		Start Date	End Date
Task 1	(a) Direct Project Administration	October-13	August-16
Task 1 a	Project Administration	October-13	August-16
Task 1 b	Quarterly Progress Report	October-13	August-16
Task 1 c	Invoices	October-13	August-16
Task 1 d	Draft and Final Project Completion Report	October-13	August-16
Task 1 e	Labor Compliance Plan	October-13	December-13
Task 2	(b) Land Purchase/ Easement	N/A	N/A
Task 3	(c) Planning/ Design/ Engineering/ Environmental Documentation	December-12	April-16
Task 3 a	Assessment and Evaluation	October-13	April-14
Task 3 b	Planning/ Design/ Engineering	October-13	April-14
Task 3 c	Environmental Documentation	January-13	April-14
Task 3 d	Permitting	December-12	April-16
Task 3 e	Project Monitoring Plan	Jun-14	Dec-14
Task 4	(d) Construction/ Implementation	Apr-14	Apr-16
Task 4 a	Construction Contracting	Apr-14	May-14
Task 4 b	Mobilization and Site Preparation	Jun-14	Aug-14
Task 4 c	Project Construction	Sep-14	Jan-16
Task 4 d	Performance Testing and Demobilization	Jan-16	Jan-16
Task 4 e	Environmental Compliance/ Mitigation/ Enhancement	Jun-14	Apr-16

Project 17 - Jackson Heights Infrastructure Upgrades for Water Supply and Quality Improvement			
Category		Start Date	End Date
Task 1	(a) Direct Project Administration	October-13	July-16
Task 1 a	Project Administration	October-13	July-16
Task 1 b	Quarterly Progress Report	October-13	July-16
Task 1 c	Invoices	October-13	November-16
Task 1 d	Draft and Final Project Completion Report	October-13	November-16
Task 1 e	Labor Compliance Plan	October-13	January-16
Task 2	(b) Land Purchase/ Easement	January-12	August-14
Task 3	(c) Planning/ Design/ Engineering/ Environmental Documentation	November-10	September-13
Task 3 a	Assessment and Evaluation	November-10	January-12
Task 3 b	Planning/ Design/ Engineering	November-10	September-13
Task 3 c	Environmental Documentation	January-13	December-14
Task 3 d	Permitting	May-14	November-16
Task 3 e	Project Monitoring Plan	June-14	November-16
Task 4	(d) Construction/ Implementation	Jul-14	Jul-16
Task 4 a	Construction Contracting	Jul-14	Nov-14
Task 4 b	Mobilization and Site Preparation	Dec-14	Jul-15
Task 4 c	Project Construction	Feb-15	Jun-16
Task 4 d	Performance Testing and Demobilization	Nov-15	Jul-16
Task 4 e	Environmental Compliance/ Mitigation/ Enhancement	Dec-14	Jul-16
Task 4 f	Construction Administration	Dec-13	Jul-16

Project 18 - Jackson Heights Infrastructure Upgrades for Water Supply and Quality Improvement			
Category		Start Date	End Date
Task 1	(a) Direct Project Administration	October-13	September-17
Task 1 a	Project Administration	October-13	September-17
Task 1 b	Quarterly Progress Report	October-13	September-17
Task 1 c	Invoices	October-13	September-17
Task 1 d	Draft and Final Project Completion Report	October-13	September-17
Task 1 e	Labor Compliance Plan	October-13	September-15
Task 2	(b) Land Purchase/ Easement	N/A	N/A
Task 3	(c) Planning/ Design/ Engineering/ Environmental Documentation	October-13	December-14
Task 3 a	Assessment and Evaluation	October-13	March-14
Task 3 b	Planning/ Design/ Engineering	April-14	September-14
Task 3 c	Environmental Documentation	January-14	October-14
Task 3 d	Permitting	April-14	October-14
Task 3 e	Project Monitoring Plan	June-14	December-14
Task 4	(d) Construction/ Implementation	August-14	September-17
Task 4 a	Construction Contracting	Aug-14	Sep-14
Task 4 b	Mobilization and Site Preparation	Nov-14	Nov-14
Task 4 c	Project Construction	Dec-14	Apr-15
Task 4 d	Performance Testing and Demobilization	May-15	Sep-17
Task 4 e	Environmental Compliance/ Mitigation/ Enhancement	Oct-14	Apr-15
Task 4 f	Construction Administration	Oct-14	Apr-15

DWR Prop 84 - Local Project Sponsor Agreement - IRWM 2			
Category		Start Date	End Date
Task 1	(a) Direct Project Administration	October-13	January-17
Task 1 a	Project Administration	October-13	January-17
Task 1 b	Quarterly Progress Report	October-13	January-17
Task 1 c	Invoices	October-13	January-17
Task 1 d	Draft and Final Project Completion Report	October-13	January-17
Task 1 e	Labor Compliance Plan	October-13	August-16
Task 2	(b) Land Purchase/ Easement	N/A	N/A
Task 3	(c) Planning/ Design/ Engineering/ Environmental Documentation	October-13	July-16
Task 3 a	Assessment and Evaluation	October-13	July-16
Task 3 b	Planning/ Design/ Engineering	October-13	July-16
Task 3 c	Environmental Documentation	January-14	July-14
Task 3 d	Permitting	January-16	June-16
Task 3 e	Project Monitoring Plan	June-14	December-14
Task 4	(d) Construction/ Implementation	July-14	August-16
Task 4 a	Construction Contracting	Jul-14	Aug-16
Task 4 b	Mobilization and Site Preparation	Jul-14	Aug-16
Task 4 c	Project Construction	Jul-14	Aug-16
Task 4 d	Performance Testing and Demobilization	Jul-14	Aug-16
Task 4 e	Environmental Compliance/ Mitigation/ Enhancement	Jul-14	Aug-16
Task 4 f	Construction Administration	Jul-14	Aug-16

DWR Prop 84 - Local Project Sponsor Agreement - IRWM 2			
Category		Start Date	End Date
Task 1	(a) Direct Project Administration	October-13	August-17
Task 1 a	Project Administration	October-13	August-17
Task 1 b	Quarterly Progress Report	October-13	August-17
Task 1 c	Invoices	October-13	August-17
Task 1 d	Draft and Final Project Completion Report	October-13	August-17
Task 1 e	Labor Compliance Plan	October-13	June-17
Task 2	(b) Land Purchase/ Easement	N/A	N/A
Task 3	(c) Planning/ Design/ Engineering/ Environmental Documentation	October-13	August-16
Task 3 a	Assessment and Evaluation	October-14	May-15
Task 3 b	Planning/ Design/ Engineering	June-15	October-15
Task 3 c	Environmental Documentation	May-15	August-15
Task 3 d	Permitting	N/A	N/A
Task 3 e	Project Monitoring Plan	July-14	April-15
Task 4	(d) Construction/ Implementation	May-15	Jun-17
Task 4 a	Construction Contracting	Jan-16	Apr-16
Task 4 b	Mobilization and Site Preparation	May-16	Sep-16
Task 4 c	Project Construction	Aug-16	Sep-16
Task 4 d	Performance Testing and Demobilization	May-15	Sep-16
Task 4 e	Environmental Compliance/ Mitigation/ Enhancement	May-15	May-17
Task 4 f	Construction Administration	Jan-16	Sep-16

Category		Start Date	End Date
Task 1	(a) Direct Project Administration	October-13	December-17
Task 1 a	Project Administration	October-13	December-17
Task 1 b	Quarterly Progress Report	October-13	December-17
Task 1 c	Invoices	October-13	December-17
Task 1 d	Draft and Final Project Completion Report	October-13	December-17
Task 1 e	Labor Compliance Plan	October-13	September-15
Task 2	(b) Land Purchase/ Easement	October-13	March-14
Task 3	(c) Planning/ Design/ Engineering/ Environmental Documentation	January-12	July-15
Task 3 a	Assessment and Evaluation	August-13	October-13
Task 3 b	Planning/ Design/ Engineering	October-13	July-15
Task 3 c	Environmental Documentation	January-13	July-14
Task 3 d	Permitting	January-12	July-15
Task 4	(d) Construction/ Implementation	June-15	December-17
Task 4 a	Construction Contracting	Jun-15	Jul-15
Task 4 b	Mobilization and Site Preparation	Aug-15	Aug-15
Task 4 c	Project Construction	Sep-15	Oct-15
Task 4 d	Performance Testing and Demobilization	Dec-15	Dec-17
Task 4 e	Environmental Compliance/ Mitigation/ Enhancement	Jul-15	Dec-17
Task 4 f	Construction Administration	Jul-15	Dec-17

Category		Start Date	End Date
Task 1	(a) Direct Project Administration	February-14	March-18
Task 1 a	Project Administration	February-14	March-18
Task 1 b	Quarterly Progress Report	October-14	January-18
Task 1 c	Invoices	October-14	March-18
Task 1 d	Draft and Final Project Completion Report	November-16	March-18
Task 1 e	Labor Compliance Plan	March-15	March-18
Task 2	(b) Land Purchase/ Easement	N/A	N/A
Task 3	(c) Planning/ Design/ Engineering/ Environmental Documentation	September-08	May-16
Task 3 a	Plans, Specifications, Engineer's Cost Estimates	September-08	March-16
Task 3 b	Environmental Documentation	September-08	March-15
Task 3 c	Permit Acquisition	October-14	May-16
Task 4	(d) Construction/ Implementation	March-15	March-18
Task 4 a	SWPPP	Mar-15	Jan-18
Task 4 b	Construction Phase Administration and Engineering	May-15	Jun-17
Task 4 c	Project Construction	May-15	Jan-18
Task 4 d	Dam Removal and Channel Restoration	Oct-15	Jan-18
Task 4 e	Post Construction Monitoring and Reporting	Mar-15	Mar-18

Project 19: Students and Teachers Restoring a Watershed (STRAW) Project			
Category		Start Date	End Date
Task 1	(a) Direct Project Administration	September-08	December-18
Task 1 a	Project Administration	September-08	December-18
Task 1 b	Quarterly Progress Report	September-08	December-18
Task 1 c	Invoices	September-08	December-18
Task 1 d	Draft and Final Project Completion Report	September-08	December-18
Task 2	(b) Land Purchase/ Easement	N/A	N/A
Task 3	(c) Planning/ Design/ Engineering/ Environmental Documentation	September-08	September-18
Task 4	(d) Construction/ Implementation	September-08	September-18
Task 4 a	Professional Development Workshops	September-08	September-18
Task 4 b	Classroom Activities	September-08	September-18
Task 4 c	Restoration Project Construction	September-08	September-18
Task 4 d	Maintenance and Monitoring	September-08	September-18

Project 20: Grant Administration			
Category		Start Date	End Date
Task 1	(a) Direct Project Administration	February-14	December-18
Task 1 a	Direct Program Administration	February-14	December-18
Task 1 b	Reporting	February-14	December-18
Task 1 c	Invoices	February-14	December-18

**EXHIBIT D
STANDARD CONDITIONS****D.1) ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:**

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

D.2) 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 Projects or using any data and/or information developed under this Grant Agreement. During construction of each 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) AIR OR WATER POLLUTION VIOLATION: Under State laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

D.4) AMENDMENT: This Grant Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. State shall have no obligation to agree to an amendment.

D.5) 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.6) APPROVAL: This Agreement is of no force or effect until signed by all parties to the agreement. Grantee may not submit invoices or receive payment until all required signatures have been obtained.

D.7) AUDITS: State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of Projects, with the costs of such audit borne by State. After completion of the Projects, State may require Grantee to conduct a final audit to State's specifications,

at Grantee's expense, such audit to be conducted by 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 elect to pursue any remedies provided in Paragraph 14 or take any other action it deems necessary to protect its interests.

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

- D.8) BUDGET CONTINGENCY:** If the Budget Act of the current year covered under this Grant Agreement does not appropriate sufficient funds for the Proposition 84 Implementation Grant Program, this Grant Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Grant Agreement. In this event, State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement. Nothing in this Grant Agreement shall be construed to provide Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant Agreement is reduced or deleted by the Budget Act for purposes of this program, State shall have the option to either cancel this Grant Agreement with no liability occurring to State, or offer a Grant Agreement amendment to Grantee to reflect the reduced amount.
- D.9) CALIFORNIA CONSERVATION CORPS:** As required in Water Code section 79038(b), Grantee shall examine the feasibility of using the California Conservation Corps or community conservation corps to accomplish the habitat restoration, enhancement and protection activities listed in the Exhibit A, Work Plan, and shall use the services of one of these organizations whenever feasible.
- D.10) CEQA:** Activities funded under this Grant Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA) (Public Resources Code §21000 et seq.). Information on CEQA may be found at the following links:
Environmental Information: <http://ceres.ca.gov/ceqa/>
California State Clearinghouse Handbook: <http://ceres.ca.gov/planning/sch/>
- D.11) 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.12) CLAIMS DISPUTE:** Any claim that the Grantee may have regarding performance of this agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the State's Project Manager, within thirty (30) days of the Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
- D.13) 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.14) COMPUTER SOFTWARE:** Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.15) CONFLICT OF INTEREST:** All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code, Section 1090 and Public Contract Code, Sections 10410 and 10411, for State conflict of interest requirements.
- 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 Employees:** 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.
 - c) **Employees of the Grantee:** Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Cal. Gov't Code § 87100 et seq.
 - d) **Employees and Consultants to the Grantee:** Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.16) DELIVERY OF INFORMATION, REPORTS, AND DATA:** Grantee agrees to expeditiously provide throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by State.
- D.17) DISPOSITION OF EQUIPMENT:** Grantee shall provide to State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar 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.18) 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)(1).

- b) Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:
 - i) The dangers of drug abuse in the workplace,
 - ii) Grantee's policy of maintaining a drug-free workplace,
 - iii) Any available counseling, rehabilitation, and employee assistance programs, and
 - iv) Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- c) Provide, as required by Government Code Sections 8355(a)(3), that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
 - i) Will receive a copy of Grantee's drug-free policy statement, and
 - ii) Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.

- D.19) FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL:** Upon completion of the Project, Grantee shall provide for a final inspection and certification by the appropriate registered professional (California Registered Civil Engineer or Geologist) 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. Grantee shall notify the State's Project Manager of the inspection date at least 14 calendar days prior to the inspection in order to provide State the opportunity to participate in the inspection.
- D.20) GRANTEE COMMITMENTS:** Grantee accepts and agrees to comply with all terms, provisions, conditions and commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
- D.21) GRANTEE NAME CHANGE:** Approval of the State's Program Manager is required to change the Grantee's name as listed on this Grant Agreement. Upon receipt of legal documentation of the name change the State will process an amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
- D.22) GOVERNING LAW:** This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.23) INDEMNIFICATION:** Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Projects and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insured on their liability insurance for activities undertaken pursuant to this Agreement.
- D.24) INDEPENDENT CAPACITY:** Grantee, and the agents and employees of Grantees, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.25) INSPECTION OF BOOKS, RECORDS, AND REPORTS:** During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.
- D.26) INSPECTIONS OF PROJECT BY STATE:** State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with State.

- D.27) INVOICE DISPUTES:** In the event of an invoice dispute, payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided may result in return of the invoice to the Grantee. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. Any claim that Grantee may have regarding the performance of this Grant Agreement including, but not limited to claims for additional compensation or extension of time, shall be submitted to the DWR Project Manager 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.28) LABOR CODE COMPLIANCE:** The 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 Labor Code Section 1771.3.
- D.29) MODIFICATION OF OVERALL WORK PLAN:** At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibit A which concern the budget and schedule without formally amending this Grant Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Grant Agreement. Non-material changes with respect to each Project schedule are changes that will not extend the term of this Grant Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Project Manager in writing.
- D.30) NONDISCRIMINATION:** During the performance of this Grant Agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medial and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 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 Agreement by reference and made a part hereof as if set forth in full. Grantee and its contractors or subcontractors 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 subcontracts to perform work under the Grant Agreement.
- D.31) NO DISCRIMINATION AGAINST DOMESTIC PARTNERS:** For contracts over \$100,000 executed or amended after January 1, 2007, the Grantee certifies by signing this Grant Agreement, under penalty of perjury under the laws of State of California that Grantee is in compliance with Public Contract Code section 10295.3.
- D.32) OPINIONS AND DETERMINATIONS:** Where the terms of this Grant Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

- D.33) PERFORMANCE AND ASSURANCES:** Grantee agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in Exhibit A, "Scope of Work Plan" and to apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law.
- D.34) PRIORITY HIRING CONSIDERATIONS:** If this Grant Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
- D.35) PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Projects, or with Grantee's service of water, without prior permission of State. Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee to meet its obligations under this Grant Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.
- D.36) REMEDIES NOT EXCLUSIVE:** The use by either party of any remedy specified herein for the enforcement of this Grant Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.37) 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 19, "Submissions of Reports" as follows: At such time as the "Project Completion Report" required under Paragraph 19 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.38) RIGHTS IN DATA:** Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act., Cal. Gov't Code §6250 *et seq.* Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to State for financial support. Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.39) SEVERABILITY:** Should any portion of this Grant Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant Agreement shall continue as modified.
- D.40) STATE REVIEWS:** The parties agree that review or approval of projects applications, documents, permits, plans, and specifications or other project information by the State is for administrative purposes only and does not relieve the Grantee of their responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the projects.
- D.41) SUSPENSION OF PAYMENTS:** This Grant Agreement may be subject to suspension of payments or termination, or both, and Grantee may be subject to debarment if the State determines that:
- Grantee, its contractors, or subcontractors have made a false certification, or
 - Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant Agreement.
- D.42) 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.43) TERMINATION BY GRANTEE:** Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, Grantee must provide a reason(s) for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date.
- D.44) TERMINATION FOR CAUSE:** Subject to the right to cure under Paragraph 14, the State may terminate this Grant Agreement and be relieved of any payments should Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 14.
- D.45) TERMINATION WITHOUT CAUSE:** The State may terminate this Agreement without cause on 30 days advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.46) THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.47) TIMELINESS:** Time is of the essence in this Grant Agreement.
- D.48) 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.49) WAIVER OF RIGHTS:** None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.
- D.50) WORKERS' COMPENSATION:** Grantee affirms that it is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Grant Agreement and will make its contractors and subcontractors aware of this provision.

**EXHIBIT E
AUTHORIZING RESOLUTION**

**ASSOCIATION OF BAY AREA GOVERNMENTS
EXECUTIVE BOARD**

RESOLUTION NO. 2013 01-13

**AUTHORIZING THE EXECUTIVE DIRECTOR OR DESIGNEE, TO SUBMIT AN
APPLICATION AND EXECUTE AN AGREEMENT WITH THE CALIFORNIA
DEPARTMENT OF WATER RESOURCES ON BEHALF OF THE SAN FRANCISCO
BAY REGION IRWMP PROJECT PROPONENTS**

WHEREAS, the Association of Bay Area Governments (ABAG) is the home agency for the San Francisco Estuary Partnership SFEP, a coalition of resource agencies, non-profits, citizens, and scientists working to protect, restore, and enhance water quality and fish and wildlife habitat in and around the San Francisco Bay Delta Estuary, and

WHEREAS, ABAG is eligible to apply to the California Department of Water Resources to obtain an Integrated Regional Water Management Implementation Grant pursuant to the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Public Resource Code Section 75001 *et seq.*), and

WHEREAS, the ABAG Executive Board adopted the San Francisco Bay Integrated Regional Water Management Plan to encourage integrated regional strategies for management of water resources and to provide funding for implementation projects that support the plan by Resolution No. 11-06; and

WHEREAS, the Coordinating Committee (CC), the Regional Water Management Group for the Bay Area IRWMP selected ABAG/SFEP to be the Applicant for the next round of IRWMP Proposition 84 Round 2 funding and selected 20 regionally located projects for this application; and


WHEREAS, the total amount of state funding requested under the grant application is \$20,000,000 and \$5,000,000 in project match will be met by project partners and SFEP from compatible grants or in-kind services.

Resolved by the Executive Board of the Association of Bay Area Governments (ABAG), that application be made to the California Department of Water Resources to obtain an Integrated Regional Water Management Implementation Grant pursuant to the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Public Resource Code Section 75001 *et seq.*), and to enter into an agreement to receive a grant for the San Francisco Bay IRWM Prop 84 Round 2 Implementation Projects Initiative. The Executive Director, or designee, of the Association of Bay Area Governments is hereby authorized and directed to prepare the necessary data, conduct investigations, file such application, and execute a grant agreement with the California Department of Water Resources.

**ASSOCIATION OF BAY AREA GOVERNMENTS
RESOLUTION NO. 01-13**

NOW THEREFORE BE IT RESOLVED, by the Executive Board of the Association of Bay Area Governments that application be made to the California Department of Water Resources to obtain an Integrated Regional Water Management Implementation Grant pursuant to the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Public Resource Code Section 75001 et/seq.), and to enter into an agreement to receive a grant for the San Francisco Bay IRWM Prop 84 Round 2 Implementation Projects Initiative. The Executive Director, or designee, of the Association of Bay Area Governments is hereby authorized and directed to prepare the necessary data, conduct investigations, file such application, and execute a grant agreement with the California Department of Water Resources.

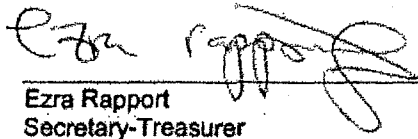
The foregoing was adopted by the Executive Board this 17th day of January, 2013.



Mark Luce
President

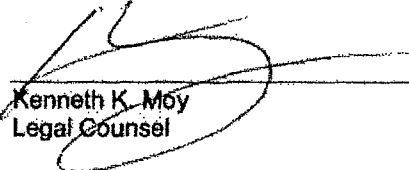
Certification of Executive Board Approval

I, the undersigned, the appointed and qualified Secretary-Treasurer of the Association of Bay Area Governments (Association), do hereby certify that the foregoing resolution was adopted by the Executive Board of the Association at a duly called meeting held on the 17th day of January, 2013.



Ezra Rapport
Secretary-Treasurer

Approved as To Legal Form



Kenneth K. Moy
Legal Counsel

**EXHIBIT F
LOCAL PROJECT SPONSORS**

Grantee has assigned, for each project, a Local Project Sponsor according to the roles of the participating agencies identified in the IRWM Plan. Local Project Sponsors may act on behalf of Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. Local Project Sponsors are identified for each Sponsored Project below:

Local Sponsor Agency Designations		
Sponsored Project	Sponsor Agency	Agency Address
1	Bay Area Regional Conservation and Education Program	Solano County Water Agency 810 Vaca Valley Parkway, Ste. 203, Vacaville, CA 95688
2	East Bayshore Recycled Water Project Phase 1A (Emeryville)	East Bay Municipal Utility District Office of Water Recycling 375 11th Street, MS 804 Oakland, CA 94607-4240
3	Lagunitas Creek Watershed Sediment Reduction and Management Project	Marin Municipal Water District 220 Nellen Avenue Corte Madera, CA 94925-1169
4	Marin/Sonoma Conserving Our Watersheds: Agricultural BMP Projects	Marin Resource Conservation District 80 Fourth St. Suite 202 P.O. Box 1146 Point Reyes Station, CA 94956
5	Napa Milliken Creek Flood Damage Reduction and Fish Passage Barrier Removal	Napa County Napa County, 804 First Street, Napa, CA 94559 Attn: Richard Thomasser
6	North Bay Water Reuse Program – Sonoma Valley CSD 5th Street East/McGill Road Recycled Water Project	Sonoma Valley County Sanitation District 404 Aviation Blvd. Santa Rosa, CA 95403
7	Oakland Sausal Creek Restoration Project	City of Oakland Oakland Public Works Department Watershed and Stormwater Program 250 Frank Ogawa Plaza Suite 4314 Oakland, CA 94612
8	Pescadero Water Supply and Sustainability Project	San Mateo County Dept. of Public Works & Parks 555 County Center, 5th Floor Redwood City, CA 94063-1665
9	Petaluma Flood Reduction, Water & Habitat Quality, and Recreation Project for Capri Creek	City of Petaluma 202 North McDowell Boulevard, Petaluma, CA 94954
10	Redwood City Bayfront Canal and Atherton Channel Flood Improvement and Habitat Restoration Project	City of Redwood City 1017 Middlefield Road Redwood City, CA 94063
11	Regional Groundwater Storage and Recovery Project Phase 1A - South Westside Basin, Northern San Mateo County	San Francisco Public Utilities Commission Water Resources Division 525 Golden Gate Ave, 10th Flr San Francisco, CA 94102
12	Richmond Breuner Marsh Restoration Project	East Bay Regional Park District P.O. Box 5381 Oakland, CA 94605
13	Roseview Heights Infrastructure Upgrades for Water Supply and Quality Improvement, Santa Clara County	Roseview Mutual Water Company 302F Toyon Ave, #270 San Jose, CA 95127

14	San Francisco Bay Climate Change Pilot Projects Combining Ecosystem Adaptation, Flood Risk Management and Wastewater Effluent Polishing	Association of Bay Area Governments	101-8th Street Oakland, CA 94604-2050
15	San Francisco International Airport Reclaimed Water Facility	San Francisco International Airport	P.O. Box 8097 San Francisco, CA 94128
16	San José Green Streets & Alleys Demonstration Projects	City of San Jose	200 E. Santa Clara Street San Jose, CA 95113
17	San Pablo Rheem Creek Wetlands Restoration Project	Contra Costa Water District	2411 Bisso Lane Concord, CA 94520
18	St. Helena Upper York Creek Dam Removal and Ecosystem Restoration Project	City of St. Helena	1480 Main Street St. Helena, CA 94574
19	Students and Teachers Restoring a Watershed (STRAW) Project—North and East Bay Watersheds	Students and Teachers Restoring a Watershed (STRAW)	3820 Cypress Dr. #11 Petaluma, CA 94954
20	ABAG Grant Administration	Association of Bay Area Governments	1515 Clay Street, Suite 1400 Oakland, CA 94612

EXHIBIT G
REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

PROGRESS REPORTS

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information. For each project, describe the work performed including:

Project Status

Describe the work performed during the time period covered by the report, organized by Exhibit A, "Work Plan" tasks/subtasks/categories, including but not limited to:

- Updates on all ongoing tasks.
- Estimates of the percent (%) complete.
- Discussion of any project related work completed this reporting period.
- Milestones or deliverables completed/submitted.
- Impediments to completion of any task.
- Photos documenting progress.

Cost Information

For each project provide the following:

- A comparison of project task(s) percent complete with percent invoiced.
- A list of any changes approved to the budget in accordance with Grant Agreement and a revised budget, by task, if changed from latest budget in the Overall Work Plan.

Schedule Information

A list of any changes approved to the Schedule in accordance with Grant Agreement and a revised schedule, by task, if changed from latest reported schedule.

Anticipated Activities Next Quarter

Provide a description of anticipated activities for the next quarterly reporting period.

PROJECT COMPLETION REPORT

Project Completion Reports shall generally use the following format.

Executive Summary

Should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original Grant application.
- Description of actual work completed and any deviations from Exhibit A. List any official amendments to this Grant Agreement, with a short description of the amendment.

Reports and/or Products

The following items should be provided:

- Final Evaluation report
- Electronic copies of any data collected, not previously submitted
- As-built drawings
- Final geodetic survey information
- Self-Certification that the Project meets the stated goal of the Grant Agreement (e.g. 100-year level of flood protection, HMP standard, PI-84-99, etc.)

- Project photos
- Discussion of problems that occurred during the work and how those problems were resolved
- A final project schedule showing actual progress versus planned progress

Costs and Dispositions of Funds

A list of 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 summary of the payments made by the Grantee for meeting its cost sharing obligations under this Grant Agreement.
- 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.
 - Project cost information, shown by material, equipment, labor costs, and any change orders
 - Any other incurred cost detail
 - A statement verifying separate accounting of funding disbursements
- Summary of project cost including the following items:
 - Accounting of the cost of project expenditure;
 - Include all internal and external costs not previously disclosed; and
 - 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 versus planned progress as shown in Exhibit B.
- Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate) 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.
- 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 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 Professional (Civil Engineer or Geologist, as appropriate) 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

Report should be concise, and focus on how (each/the) project is actually performing compared to its expected performance; whether the project is being operated and maintained, and providing intended benefits as proposed.

Reports and/or products

- Time period of the annual report (i.e., Oct 2014 through September 2015)
- Short project description
- Discussion of the project benefits
- 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 21 of this Grant Agreement
- Any additional information relevant to or generated by the continued operation of the project

EXHIBIT H
REQUIREMENTS FOR STATEWIDE MONITORING AND 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 G.

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

Grantee shall submit to DWR groundwater level data collected as part of this grant. Water level data must be submitted using the California Statewide Groundwater Elevation Monitoring (CASGEM) online data submission system. Grantee should use their official CASGEM Monitoring Entity or Cooperating Agency status to gain access to the online submittal tool and submit data. If the data is from wells that are not part of the monitoring network, the water level measurements should be classified as voluntary measurements in the CASGEM system. If the grantee is not a Monitoring Entity or Cooperating Agency, please contact your DWR grant project manager for further assistance with data submittal. The activity of data submittal should be documented in appropriate progress or final project reports, as described in Exhibit G. Information regarding the CASGEM program can be found at <http://www.water.ca.gov/groundwater/casgem/>.

EXHIBIT I
STATE AUDIT DOCUMENT REQUIREMENTS AND FUNDING MATCH GUIDELINES
FOR GRANTEES

State Audit Document Requirements

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

Internal Controls:

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

State Funding:

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

Contracts:

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

Invoices:

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

Cash Documents:

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

Accounting Records:

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

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Grantee staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Grantee's

Project Files:

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

Funding Match Guidelines

Funding Match consists of non-State funds including in-kind services. In-kind services are defined as work performed or items contributed (i.e., dollar value of non-cash contributions) by the Grantee (and potentially other parties involved) directly related to the execution of Exhibit A "Work Plan" (examples: volunteer services, equipment use, and facilities). The cost of in-kind service can be counted as funding match in-lieu of actual funds (or revenue) provided by the Grantee. Other funding match and in-kind service eligibility conditions may apply. Provided below is guidance for documenting funding match with and without in-kind services.

1. 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. Such documentation should include the following:
 - a. Detailed description of the contributed item(s) or service(s)
 - b. Purpose for which the contribution was made (tied to Grant Agreement Exhibit A "Work Plan")
 - c. Name of contributing organization and date of contribution
 - d. Real or approximate value of contribution. Who valued the contribution and how the value was determined? (e.g., actual, appraisal, fair market value, etc.). Justification of rate. (See item #2, below)
 - e. For contributed labor, the person's name, the work performed, the number of hours contributed, and the pay rate applied
 - f. If multiple sources exist, these should be summarized on a table with summed charges
 - g. Source of contribution and whether it was provided by, obtained with, or supported by government funds
2. Rates for volunteer or in-kind services shall be consistent with those paid for similar work in the Grantee's 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. Paid fringe benefits that are reasonable, allowable and allocable may be included in the valuation.
3. Funding match contribution (including in kind services) shall be for costs and services directly attributed to activities included in the 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 the State funded Program/Project under the Grant Agreement.
4. Cash contributions made to a Program/Project shall be documented as revenue and in-kind services as expenditure. These costs should be tracked separately in the Grantee's accounting systems.

EXHIBIT J
PROJECT MONITORING PLAN COMPONENTS

Introduction

- Goals and objectives of projects
- Site location and history
- Improvements implemented

Project Monitoring Plan

- Monitoring Metrics (ex: Plant establishment, bank erosion, hydraulic characteristics, habitat expansion)
- Maintenance Metrics (ex: irrigation, pest management, weed abatement, continuous invasive species removal until natives established)
- Special Environmental Considerations (e.g., resource agency requirements, permit requirements, CEQA/NEPA mitigation measures)
- Performance Measures, or success/failure criteria monitoring results measured against (ex: percent canopy cover after 1, 5, 10 years, water temperature decrease, site specific sediment scour or retention)
- Method of Reporting (ex: paper reports, online databases, public meetings)
- Frequency of Duration Monitoring and Reporting (daily, weekly, monthly, yearly)
- Frequency and Duration of Maintenance Activities
- Responsible Party (who is conducting monitoring and/or maintenance) Implementing responsibility (i.e., who is responsible for monitoring and maintenance)
- Adaptive Management Strategies (i.e., what happens when routine monitoring or maintenance encounters a problem)

LOCAL PROJECT SPONSOR AGREEMENT
between
ABAG/SFEP and Solano County Water Agency
Bay Area Proposition 84 Integrated Regional Water Management Grant
- Department of Water Resources -

Through this Local Project Sponsor Agreement by and between the Association of Bay Area Governments (ABAG), a joint powers authority existing under the laws of the State of California acting on behalf of the San Francisco Estuary Partnership (SFEP), a project sponsored by ABAG, and Solano County Water Agency (SCWA), a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, the parties hereby agree as follows:

RECITALS

- A. Whereas, ABAG applied for a Proposition 84 Integrated Regional Water Management (IRWM) Program Grant from the State of California, Department of Water Resources (DWR) to help fund twenty (20) local, subregional and regional projects located within the San Francisco Bay Area IRWM region (Work Plan);
- B. Whereas, on July 16, 2014 DWR and ABAG entered into Agreement No. 4600010575 (Grant Agreement) awarding to ABAG a grant for Twenty Million Dollars (\$20,000,000) in State funding (State Grant) requiring an estimated Fourteen Million Four Hundred Twenty-eight Thousand Nine Hundred Ninety-seven Dollars (\$14,428,997) in matching funds to be expended over the grant period which extends from September 30, 2008 until December 31, 2018 when the Work Plan will be completed;
- C. Whereas, subrecipients of the State Grant (Local Project Sponsors) and ABAG will be responsible for implementing their respective component parts of the Work Plan (such component parts of the Work Plan are referred to generically as 'Local Projects');
- D. Whereas, SCWA is a subrecipient of the State Grant and is responsible for the Bay Area Regional Water Conservation and Education Program (Project) as part of the Work Plan and for matching funds in the amount of Two Million Five Hundred Fifty-eight Thousand One Hundred Sixty-Eight Dollars (\$2,558,168) required under the Grant Agreement.

NOW THEREFORE, based upon the foregoing recitals, ABAG and SCWA further agree as follows:

AGREEMENT

1.0 Applicable Documents. The following are attached:

- 1.1 Attachment 1 Project Description
- 1.2 Attachment 2 Insurance Requirements
- 1.3 Attachment 3 Grant Agreement including the following exhibits that were attached:
 - 1.4 Exhibit A, 'Work Plan'
 - 1.5 Exhibit B, 'Budget'
 - 1.6 Exhibit C, 'Schedule'
 - 1.7 Exhibit D, 'Standard Conditions'
 - 1.8 Exhibit E, 'Authorizing Resolution'
 - 1.9 Exhibit F, 'Local Project Sponsors'
 - 1.10 Exhibit G, 'Report Formats and Requirements'
 - 1.11 Exhibit H, 'Requirements for Statewide Monitoring and Data Submittal'
 - 1.12 Exhibit I, 'State Audit Document Requirements & Funding Match Guidelines for Grantees'
 - 1.13 Exhibit J, 'Monitoring and Maintenance Plan Components'

This Local Project Sponsor Agreement is comprised of this document (Base Document) and Attachments 1, 2 and 3, and is the complete and exclusive statement of understanding between ABAG and SCWA, and supersedes any all previous understandings or agreements, whether written or oral, and all communications between the parties relating to the subject matter of this Local Project Sponsor Agreement.

- 2.0 Term of Agreement. This Local Project Sponsor Agreement shall commence as of February 4, 2014 (Effective Date) and continue until December 31, 2018, or until terminated by ABAG pursuant to the terms of this Local Project Sponsor Agreement, or until terminated by DWR pursuant to the terms of the Grant Agreement.
- 3.0 Project, Subaward and Matching Funds. Under the terms of the Grant Agreement, SCWA will implement the Project as more particularly described in Attachment 1. ABAG/SFEP will disburse up to Two Million Seven Hundred Thousand Dollars (\$2,700,000) of the State Grant to SCWA in accordance with the Grant Agreement. SCWA will provide and document the matching funds referenced in Attachment 1 to this Local Project Sponsor Agreement in accordance with the Grant Agreement.
- 4.0 ABAG Obligations
 - 4.1 ABAG will undertake and complete the following Local Projects, including all administrative and management responsibilities relating solely to such Local Projects, in accordance with the Grant Agreement: Project 14 - San Francisco Bay Climate Change Pilot Projects Combining Ecosystem Adaptation, Flood Risk

Management and Wastewater Effluent Polishing and Project 20: Grant Administration (ABAG Projects).

- 4.2 ABAG shall disburse Grant funds as required or permitted by the Grant Agreement. Notwithstanding the foregoing, ABAG is not obligated to disburse any funds to SCWA and is not obligated to disburse any other funds until such are authorized and disbursed from DWR to ABAG.
- 4.3 ABAG will promptly notify SCWA of any notices given or actions taken by DWR if such notices or actions are likely to affect SCWA's performance, duties, obligations or funding under this Local Project Sponsor Agreement, including but not limited to notices from DWR regarding SCWA's invoices under section 12.c.5 of the Grant Agreement or alleged default by SCWA under section 14 of the Grant Agreement. ABAG shall consult with the Local Project Sponsor Committee as defined below in carrying out ABAG's responsibilities.
- 4.4 Commencing with DWR's award of the State Grant on February 4, 2014 and continuing until December 31, 2018 when the lengthiest projects covered by the Grant Agreement are expected to wind down and Grant closeout activities are expected to be completed, ABAG will undertake and complete all administrative and management responsibilities under the Grant Agreement that are not related solely to Local Projects. ABAG has incurred, and will continue to incur, numerous costs for administrative and management responsibilities under the Grant Agreement that are not related solely to Local Projects (the "Grant Administrative Costs"). The Grant allocates Seven Hundred Fifty Thousand Dollars (\$750,000) for Grant Administrative Costs.
- 4.5 ABAG will cause to be formed a Local Project Sponsors (LPS) Committee comprised of one representative from each Participating Agency, including ABAG. The LPS Committee will provide input to ABAG in carrying out its responsibilities under sections 4.3 and 4.4. Further, the LPS Committee will allocate among the Local Project Sponsors, any Grant Administrative Costs that exceed the amount allocated for same by the Grant Agreement. The LPS Committee will assess the potential for exceedances upon the completion of each Local Project. ABAG will convene the LPS Committee on an as-needed basis, and provide staff support. ABAG will provide the LPS Committee with available information in a timely manner to enable the LPS Committee to undertake the functions described in this section. The LPS Committee will provide input and make decisions based on consensus but if it cannot reach consensus, such input and decisions will be provided and made based on a majority vote of the quorum present at the meeting.
- 4.6 The obligations of ABAG under section 6.2 shall survive the termination of this Local Project Sponsor Agreement.
- 5.0 SCWA Obligations

- 5.1 SCWA is, and at all times will continue to be, in full compliance with the terms and conditions of the Grant Agreement that are applicable to it as a subrecipient of the State Grant. SCWA understands and agrees that for purposes of the foregoing, any requirements and responsibilities imposed upon ABAG as Grantee under the Grant Agreement are hereby passed-through to, and adopted by SCWA, as obligations of SCWA, excepting only ABAG's obligations as defined in subsections 4.1 – 4.3 of this Local Project Sponsor Agreement. Further, SCWA acknowledges and agrees to comply with any requirements directly imposed on SCWA as a Local Project Sponsor under the Grant Agreement.
- 5.2 SCWA agrees to fund the difference between the Total Project Cost and Grant Amount specified in Attachment 1 of this Local Project Sponsor Agreement. Cost share consists of Funding Match and Additional Cost Share as documented in Attachment 1. SCWA is required to maintain all financial records associated with the total project cost for inclusion in the final project report.
- 5.3 Pursuant to DWR requirements, SCWA may invoice ABAG for grant share reimbursement incurred after the grant award date of February 4, 2014 in their first invoice. Subsequent invoices must bill for costs incurred during the quarter in which they were incurred by SCWA. Match costs can include project related costs incurred after September 30, 2008. Required match costs related to a specific task must be documented to the same level of detail as costs for a grant invoice. Required match costs must be approved by DWR prior to the SCWA invoicing the grant for payment for that specific task. Additional cost share will be documented by SCWA in the Final Project Report.
- 5.4 SCWA hereby assumes responsibility for submitting Post-Performance Reports as required under section 19 of the Grant Agreement. Reports will be sent to ABAG for submittal to DWR within sixty (60) calendar days after the first year of project operation/completion and annually for a total of ten (10) years following project completion.
- 5.5 SCWA hereby assumes responsibility for the following as required under section 20 of the Grant Agreement: (a) operating and maintaining facilities and structures, (b) all costs for the operation and maintenance of the facilities and structures, and (c) performing as required under (a) and (b) for the period required.
- 5.6 The obligations of SCWA under sections 5.3, 5.4 and 6.1 shall survive the termination of this Local Project Sponsor Agreement.
- 5.7 SCWA shall not cause ABAG to be in violation of the Grant Agreement, whether by act or omission.
- 5.8 SCWA shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, now existing and as such may change from time-to-time. Any such laws, rules, regulations, ordinances, and directives

required thereby to be included in this Local Project Sponsor Agreement are incorporated herein by reference.

- 5.9 SCWA shall procure and submit proof of insurance coverage in compliance with the requirements of Attachment 2 or as approved in writing by ABAG.
- 5.10 SCWA will appoint a representative to the LPS Committee who will participate in the proceedings of the LPS Committee. SCWA acknowledges and affirms the responsibilities of the LPS Committee and agrees to be bound by the decisions of the LPS Committee.
- 5.11 If, pursuant to section 4.5, the LPS Committee determines that there are exceedances in the Grant Administrative Costs, SCWA will not be obligated to pay more than Ten Thousand One Hundred Twenty-Five Dollars (\$10,125) as its allocated share of exceedances in Grant Administrative Costs.
- 5.12 SCWA further acknowledges and affirms that every other Participating Agency is a third party beneficiary of this Local Project Sponsor Agreement and SCWA is a third party beneficiary of every other Local Project Sponsor Agreement.
- 6.0 Indemnification.
 - 6.1 SCWA shall indemnify, defend, and hold harmless the other Local Project Sponsors and ABAG and their respective members, elected and appointed officers, employees, and agents from and against any and all liability resulting from SCWA's act(s) and/or omission(s) arising from and/or relating to the Project, and as such would be imposed in the absence of Government Code section 895.2.
 - 6.2 ABAG shall indemnify, defend, and hold harmless SCWA and its elected and appointed officers, employees, and agents from and against any and all liability resulting from ABAG's act(s) and/or omission(s) arising from and/or relating to the ABAG Projects, and as such would be imposed in the absence of Government Code section 895.2.
 - 6.3 Without limiting the scope of subsections 6.1 or 6.2, such liability includes but is not limited to the following: any funding disallowance; audits; demands; claims; actions; liabilities; damages; fines; fees, costs, and expenses, including attorney, auditor, and/or expert witness fees.
- 7.0 Termination.
 - 7.1 Upon termination of the Grant Agreement, this Local Project Sponsor Agreement shall terminate effective the same date as the Grant Agreement and in accordance with the terms and conditions for the termination of the Grant Agreement.

7.2 ABAG may terminate this Local Project Sponsor Agreement upon the occurrence of all of the following: (a) receipt prior written notice from DWR of a default under section 14 of the Grant Agreement caused in whole or in part by SCWA that provides at least ten (10) days to cure said default, (b) ABAG's prompt transmittal of said notice to SCWA, (c) SCWA's failure to cure the default within the time prescribed by DWR and (d) DWR takes any of the actions described in subsections 14.i – iv of the Grant Agreement. Upon termination of this Local Project Sponsor Agreement: (1) the rights and duties of the parties with respect to the Work Plan, any portion of the Subaward Amount and any asset acquired with proceeds of the Subaward Amount shall be determined in accordance with the provisions of the Grant Agreement and this Local Project Sponsor Agreement and (2) SCWA shall pay all costs incurred by the State in enforcing section 14 of the Grant Agreement including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

8.0 Notices and Administrative Contacts

8.1 All notices or notifications under this Local Project Sponsor Agreement shall be in writing addressed to the persons set forth in this section.

8.2 All notices or notifications to ABAG shall be sent to:

Jennifer Krebs
San Francisco Estuary Partnership
1515 Clay Street, Suite 1400
Oakland, California 94612
Email: jennifer.krebs@waterboards.ca.gov

8.3 All notices or notifications to SCWA shall be sent to:

Andrew Florendo
Senior Water Resource Specialist
Solano County Water Agency
810 Vaca Valley Parkway, Ste. 203
Vacaville, CA 95688
Email: aflorendo@scwa2.com

9.0 Amendments and Changes. This Local Project Sponsor Agreement may be changed only by a written amendment duly signed by ABAG and SCWA, provided that any changes to sections 4.4, 4.5 or 5.6 also require written concurrence by the LPS Committee.

10.0 Assignment and Delegation. SCWA shall not assign its rights or delegate its duties under this Local Project Sponsor Agreement. Any attempted assignment or delegation shall be null and void, and constitute a material breach of this Local Project Sponsor Agreement.

- 11.0 Governing Law and Venue. This Local Project Sponsor Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California. SCWA further agrees and consents that the venue of any action brought between SCWA and ABAG shall be exclusively in the County of Alameda.
- 12.0 Validity and Severability. If any provision of this Local Project Sponsor Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Local Project Sponsor Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.
- 13.0 No Waiver. No waiver by either party of any event of breach and/or breach of any provision of this Local Project Sponsor Agreement shall constitute a waiver of any other event of breach and/or breach. Either party's non-enforcement at any time, or from time to time, of any provision of this Local Project Sponsor Agreement shall not be construed as a waiver thereof.
- 14.0 Priority of Documents. The provisions of the Grant Agreement shall prevail over provisions of this Local Project Sponsor Agreement.

END OF BASE DOCUMENT
SIGNATURE PAGE TO FOLLOW

**Bay Area Proposition 84 Integrated Regional Water Management Grant
- Department of Water Resources -
Local Project Sponsor Agreement**

AUTHORIZED SIGNATURES

IN WITNESS WHEREOF, Solano County Water Agency and ABAG have duly executed this Agreement, or caused it to be duly executed on its behalf.

Solano County Water Agency

By David Okita

David Okita, General Manager

Association of Bay Area Governments

Ezra Rapport, Executive Director

Approved as to Form:

Kenneth K. Moy, Legal Counsel, ABAG

ATTACHMENT 1: PROJECT DESCRIPTION

WORK PLAN

Project 1: Bay Area Regional Water Conservation and Education Program

The Regional Water Conservation and Education Program is a program that is implemented by 12 Bay Area agencies. The IRWM Round 2 Implementation funding will expand the implementation of existing water conservation practices in the Bay Area, resulting in reduced potable water use and improve the existing Bay Area regional water conservation initiative. A suite of program elements will promote high-efficiency technologies and best water conservation practices that improve indoor and outdoor water use efficiency throughout the San Francisco Bay Area. The specific program elements that will result in quantifiable and sustainable water savings include:

Element 1-1: High-Efficiency Toilet Rebates

This project element includes the installation of approximately 2,300 high efficiency toilets (HETs) and a total potable water savings of approximately 834 acre-feet (AF) over the lifespan of the fixtures.

Element 1-2: High-Efficiency Washer Rebates

This project element provides a dual benefit by approximately reducing energy costs by more than a third and water costs by more than half. This project element installs approximately 5,750 high-efficiency clothes washers (HEW), resulting in an estimated water savings of over 769 AF over approximately a 10-year lifespan of the appliance.

Element 1-3: Water-Efficient Sustainable Landscape Education Program

This project element provides practical training and education programs to landscape professionals and home gardeners throughout the Bay Area. This project element may include topics such as the importance of soil health, mulch and compost to improve water retention and the use of sheet mulching to replace water-thirsty turf with climate appropriate plants. The goal of this program is to conduct approximately 20 home gardener events and approximately 10 professional training courses, and leverage electronic media, to reach approximately 20,000 consumers with messages about how to reduce water use in their yards and gardens.

Element 1-4: Water-Efficient Landscape and Weather-Based Irrigation Controller Rebate

This project element promotes environmental sustainability and improve environmental stewardship by reducing potable water use, reducing carbon emissions from mechanized gardening, and reducing the amount of fertilizer, herbicide and pesticide laden water runoff into local streams. The first component of this project element is the Water-Efficient Landscape Rebate Program. This project element component replaces approximately 1.3 million square feet of lawn with water-efficient landscaping by providing rebates based for each square foot of lawn converted. This project element component results in an estimated 1,060 AF of potable water savings over an approximate 10-year period. The second component of this project element is the

Weather-Based Irrigation Controllers Rebate Program. This component provides incentives to replace existing irrigation controllers with new efficient equipment. The new controllers automatically adjust watering times based on local weather conditions and plant types. This component results in the installation of approximately 3,145 single-family residence weather –based irrigation controllers and approximately 4,200 commercial, industrial, and/or institutional weather-based irrigation controllers to achieve a water savings of an estimated 550 AF over the approximate 10-year lifespan of the equipment.

Element 1-5: Large Landscape Irrigation System Retrofit Program

This project element improves irrigation efficiency, installs appropriate plantings, and improves landscape uses at large landscape sites. It retrofits at least one large landscape site with new irrigation, controllers, plantings, and educational signage. This project element results in a water savings of approximately 12 AF per year, and approximately 240 AF over the approximate 20-year lifespan of the project.

Element 1-6: Home Water Reports

This project element encourages water savings by providing customers with individualized water use reports and water scores with a comparison to other homes or businesses with similar characteristics and demographics. Customers will register on-line to receive water use reports, which will include customized water saving recommendations. This project's goals are to send an estimated 230,000 single-family home reports with approximately 101,500 completed within the first year. These reports are anticipated to result in potable water savings of approximately 768 AF each year with savings of approximately 4,610 AF over the approximate 6-year implementation of the program.

Element 1-7: Water Conservation and Mobile Water Lab Project

This project element conducts approximately 48 agricultural irrigation efficiency evaluations to provide recommendations on irrigation system and scheduling improvements to conserve water. These evaluations will be conducted for agricultural producers in the Sonoma Creek, Petaluma River, and Napa River watersheds. Up to two workshops will be held to encourage the sharing of valuable technology and information and to assist growers in obtaining funds to implement irrigation improvement recommendations. This project element estimates approximately 44 AF of water savings per year, with approximately 442 AF of savings over the approximate 20-year lifespan of implemented irrigation improvements.

Task 1: Direct Project Administration – Budget Category (a)

Task 1 a) Project Administration

This task consists of the project administration responsibilities, which includes coordinating with up to 12 participating agencies, developing interagency agreements, coordinating agency responsibilities, and managing cost commitments. This task also includes providing other supporting documentation required for this grant agreement (e.g., financial statements, etc.).

Deliverables:

- Environmental Information Form (EIF)
- Financial Statements
- Other Applicable Project Deliverables

Task 1b) Quarterly Progress Reports

This task consists of preparing progress reports detailing work completed in prior quarter as outlined in Exhibit (G) of the Grant Agreement (Attachment 3) and submitting to the Grantee for its submittal to DWR review.

Deliverables:

- Quarterly Project Progress Report

Task 1c) Invoices

This task consists of preparing quarterly invoices including relevant supporting documentation for submittal to DWR via Grantee.

Deliverables:

- Quarterly Invoices and associated backup documentation

Task 1d) Draft and Final Project Completion Report

This task consists of preparing draft Final Project Completion Report and submitting to DWR via Grantee for DWR Project Manager's comment and review no later than 90 days after project completion. This task also consists of preparing the Final Report addressing Grantee/DWRs comments. The report shall be prepared and presented in accordance with the provision of Exhibit G of the Grant Agreement (Attachment 3).

Deliverables:

- Draft and Final Project Completion Report

Task 2: Land Purchase/Easement – Budget Category (b)

Not applicable. This project does not require land purchases or easements.

Task 3: Planning/Design/Engineering/Environmental Documentation – Budget Category (c)

Not applicable. This project does not require preparation of assessment and evaluation studies.

Task 4: Construction/Implementation – Budget Category (d)

Element 1-1: High-Efficiency Toilet Rebates

Task 4.1 a) Project Implementation

This project provides rebates for replacement older, high-volume flush toilets with high-efficiency toilets. This task consists of providing and evaluating rebate applications, processing rebates, providing public outreach and customer service, and providing education surveys and analysis. Additionally, this project element may include the development and coordination of marketing materials.

Deliverables:

- Eligible customer list
- Example of rebate application
- Database of participants in rebate program
- List of completed HETs
- Copies of the public outreach materials

Element 1-2: High-Efficiency Washer Rebates

Task 4.2 a) Project Implementation

This task consists of providing and evaluating rebate applications, processing rebates, providing public outreach and customer service, and providing education surveys and analysis. Additionally, this project element may include the development and coordination of marketing materials.

Deliverables:

- Eligible customer list
- Example of rebate application
- Database of participants in rebate program
- List of completed HEWs
- Copies of the public outreach materials

Element 1-3: Water-Efficient Sustainable Landscape Education Program

Task 4.3 a) Project Implementation

This task consists of organizing water-efficient sustainable gardening events and product expositions, holding trainings and qualification courses, and conducting outreach to promote the events/expositions and water-conservation and rebate marketing messages. This project element includes providing onsite training for staff at participating nurseries to promote successful communication with customers about the benefits of water conservation and the availability of local rebates and resources on sheet mulching lawns in place, and proper irrigation and techniques to reduce toxic runoff. Additionally, it includes the production and distribution of a pocket guide to water-conserving plants that thrive in the Bay Area, the development of an online clearinghouse of regional information about outdoor water conservation and local rebate programs, and the identification and promotion of landscape professionals that offer lawn conversion services. This project element includes the development and coordination of marketing materials.

Deliverables:

- A list of completed water-efficient sustainable gardening events and expos and number of participants
- A list of completed professional training programs and number of participants

- A report on results/metrics achieved through public outreach campaign
- A list of the number of staff training sessions held at nurseries
- Online posting and monitoring of website activity
- A copy of the pocket guide

Element 1-4: Water-Efficient Landscape and Weather-Based Irrigation Controller Rebate

Task 4.4 a) Project Implementation

The Water Efficient Landscape Program component of this project element includes outreach to property owners and managers, both residential and commercial, to minimize and remove turf, and replace it with a more sustainable water efficient landscape. This task consists of providing and evaluating rebate applications, processing rebates, and providing public outreach and customer service. The Weather-based Irrigation Controller Program component of this project element includes the replacement of standard irrigation "clock-type" controllers with self-adjusting automatic irrigation controllers that schedule irrigation events using evapotranspiration (ET) controllers. Participating agencies shall review and evaluate customer rebate applications. Additionally, agencies may conduct customer and retailer marketing and public outreach activities to implement the incentive program, including outreach to retailers, production of rebate materials, and post-cards associated with the distribution of the incentives.

Deliverables:

- An example of a Water Efficient Landscape rebate application
- Database of participants in Water Efficient Landscape Rebate Program
- A copy of public outreach materials for Water Efficient Landscape Program
- An example of a Weather-based Irrigation Controller customer application
- Database of participants in Weather-based Irrigation Controller Program
- A copy of public outreach materials for Weather-based Irrigation Controller Program

Element 1-5: Large Landscape Irrigation System Retrofit Program

Task 4.5 a) Project Implementation

This task consists of selecting qualifying large landscape sites in San Francisco and completing irrigation and landscape design plans that meet the requirements of San Francisco's Water Efficient Irrigation Ordinance. This task also includes developing a construction contract to implement the project's design and complete the site retrofit with new irrigation system, weather-based irrigation controller(s), and low water-use plantings. This task also includes the installation of educational public signage about water-efficient landscaping practices, and public outreach materials. Additionally, this project element may include the development and coordination of marketing materials.

Deliverables:

- A copy of the water-efficient irrigation and landscape design plans
- Copies of public outreach materials
- A copy of the bid documents and construction award

- Photos of the educational signage at the site

Element 1-6: Home Water Reports

Task 4.6 a) Project Implementation

This task consists of creating the home water report interface, including procuring software product and professional services, developing project specifications and a monitoring plan, implementing the backend database, establishing the system for consumption data feeds, and deploying user interface and backend database. This task also consists of issuing home water reports, monitoring participation, and conducting water savings evaluations.

Deliverables:

- A copy of the professional services contract
- A list of participants in the Home Water Report Program
- A copy of the final water savings report

Element 1-7: Water Conservation and Mobile Water Lab Project

Task 4.7 a) Project Implementation

This task consists of providing outreach and up to 2 educational workshops to agricultural landowners/managers, conducting approximately 48 agricultural irrigation system evaluations, providing recommendations on irrigation system and scheduling improvements to conserve water, sharing valuable technology and information with growers, and assisting growers in obtaining necessary funds to implement recommendations.

Deliverables:

- A copy of materials used at workshops
- A list of on-site irrigation system evaluations completed
- A copy of outreach materials distributed
- An example of recommendations provided based on evaluation

BUDGET

Project 1: Bay Area Regional Conservation and Education Program					
Category		(a)	(b)	(c)	(d)
		Grant Amount	Cost Share Required Funding Match	Additional Cost Share	Total Cost
(a)	Direct Project Administration	\$ 150,000.00	\$ -	\$ -	\$ 150,000.00
(b)	Land Purchase/Easement	\$ -	\$ -	\$ -	\$ -
(c)	Planning/Design/ Engineering/ Environmental Documentation	\$ -	\$ -	\$ -	\$ -
(d)	Construction/ Implementation	\$ 2,550,000.00	\$ 2,558,168.00	\$ -	\$ 5,108,168.00
Grand Total		\$ 2,700,000.00	\$ 2,558,168.00	\$ -	\$ 5,258,168.00

SCHEDULE

Project 1: Bay Area Regional Conservation and Education Program			
	Category	Start Date	End Date
Task 1	(a) Direct Project Administration	October-13	April-18
Task 1 a	Project Administration	October-13	April-18
Task 1 b	Quarterly Progress Report	October-13	April-18
Task 1 c	Invoices	October-13	April-18
Task 1 d	Draft and Final Project Completion Report	October-13	April-18
Task 2	(b) Land Purchase/ Easement	N/A	N/A
Task 3	(c) Planning/ Design/ Engineering/ Environmental Documentation	N/A	N/A
Task 4	(d) Construction/ Implementation	October-13	September-16
Task 4.1 a	High-efficiency Toilet Rebates	October-13	September-16
Task 4.2 a	High-efficiency Washer Rebates	October-13	September-16
Task 4.3 a	Water-efficient Sustainable Landscape Education Program	October-13	September-16
Task 4.4 a	Water-efficient Landscape and Weather-based Irrigation Controller Rebate	October-13	September-16
Task 4.5 a	Large Landscape Irrigation System Retrofit Program	October-13	September-16
Task 4.6 a	Home Water Reports	October-13	September-16
Task 4.7 a	Water Conservation and Mobile Water Lab Project	October-13	September-16

DELIVERABLES TABLE

This deliverables table lists all deliverables due to ABAG for this project. It will be included in the progress report template. Due dates should be assigned to each deliverable and included in the first progress report.

Note that before you can invoice for any task, you must have satisfied the match requirement for that task.

Type	Task # (from DWR- ABAG agreement)	Description	Estimated Due Date	Submitted Date
ABAG requirements		Proof of Insurance Coverage	Upon return of signed agreement	
IRWMP eligibility requirements and basic conditions	Task 1a	Environmental Information Form (EIF)	3/14/14	3/14/14
		Financial Statements	3/14/14	3/13/14
Other project deliverables	Element 1-1 (HET Rebates) Task 4.1a	Eligible customer list		
		Example of rebate application		
		Database of participants in rebate program		
		List of completed HETs	September 2016	
		Copies of the public outreach materials		
	Element 1-2 (HEW Rebates) Task 4.2a	Eligible customer list		
		Example of rebate application		
		Database of participants in rebate program		
		List of completed HETs	September 2016	
		Copies of the public outreach materials		
	Element 1-3 (Water- Efficient Landscape Education Program) Task 4.3a	A list of completed water-efficient sustainable gardening events and expos and number of participants	September 2016	
		A list of completed professional training programs and number of participants	September 2016	
		A report on results/metrics achieved through public outreach campaign	September 2016	

Type	Task # (from DWR- ABAG agreement)	Description	Estimated Due Date	Submitted Date
		A list of the number of staff training sessions held at nurseries	September 2016	
		Online posting and monitoring of website activity		
		A copy of the pocket guide		
	Element 1-4 (Water-Efficient Landscape and WBIC Rebate) Task 4.4a	An example of a Water Efficient Landscape rebate application		
		Database of participants in Water Efficient Landscape Rebate Program	September 2016	
		A copy of public outreach materials for Water Efficient Landscape Program		
		An example of a Weather-based Irrigation Controller customer application		
		Database of participants in Weather-based Irrigation Controller Program	September 2016	
		A copy of public outreach materials for Weather-based Irrigation Controller Program		
	Element 1-5 (Large Landscape Irrigation System Retrofit Program) Task 4.5a	A copy of the water-efficient irrigation and landscape design plans		
		Copies of public outreach materials		
		A copy of the bid documents and construction award		
		Photos of the educational signage at the site		
	Element 1-6 (Home Water Reports) Task 4.6a	A copy of the professional services contract		
		A list of participants in the Home Water Report Program	September 2016	
		A copy of the final water savings report	September 2016	
	Element 1-7 (Water Conservation and Mobile Water Lab) Task 4.7a	A copy of materials used at workshops		
		A list of on-site irrigation system evaluations completed	September 2016	
		A copy of outreach materials distributed		
		An example of recommendations provided based on evaluation	September 2016	
Reports	Task 1b	Quarterly project progress report	45 days after calendar quarter ends	
	Task 1c	Quarterly invoices and associated backup documentation	45 days after calendar quarter ends	

Type	Task # (from DWR- ABAG agreement)	Description	Estimated Due Date	Submitted Date
	Task 1d	Draft Project Completion Report	30 calendar days after project completion	
		Final Project Completion Report	60 calendar days after project completion	
		Post-Performance Reports	60 calendar days after 1 st operational year, for 10 years post- completion	

ATTACHMENT 2: INSURANCE REQUIREMENTS

Insurance Requirements. Local Project Sponsor shall procure and maintain for the duration of this agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Local Project Sponsor, its agents, representatives, or employees.

- a) Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - i) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
 - ii) Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
 - iii) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
 - iv) Errors and Omissions Liability insurance appropriate to the Local Project Sponsor's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

- b) Minimum Limits of Insurance. Local Project Sponsor shall maintain limits no less than:
 - i) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - ii) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
 - iii) Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
 - iv) Errors and Omissions Liability: \$1,000,000 per occurrence.

- c) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by ABAG. At the option of ABAG, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects ABAG, its officers, officials, employees and volunteers; or the Local Project Sponsor shall provide a financial guarantee satisfactory to ABAG guaranteeing payment of losses and related investigations, claim administration and defense expenses. (Including operations, products and completed operations, as applicable.).

- d) Other Insurance Provisions. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - i) ABAG, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations

- performed by or on behalf of the Local Project Sponsor; or automobiles owned, leased, hired or borrowed by the Local Project Sponsor.
- ii) For any claims related to this project, the Local Project Sponsor's insurance coverage shall be primary insurance as respects ABAG, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by ABAG, its officers, officials, employees or volunteers shall be excess of the Local Project Sponsor's insurance and shall not contribute with it.
 - iii) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to ABAG.
 - iv) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
- e) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to ABAG.
- f) Verification of Coverage. Local Project Sponsor shall furnish the ABAG with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by ABAG or on other than ABAG's forms provided those endorsements conform to ABAG requirements. All certificates and endorsements are to be received and approved by ABAG before work commences. ABAG reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Self Insurance Option. If a Local Project Sponsor is a public entity self-insures for bodily injury, personal injury and property damage liability, the Local Project Sponsor shall submit written evidence of such self-insurance for approval by ABAG in lieu of complying with Insurance Requirements above. Such written evidence may, but is not required to, consist of a letter authorized by its chief administrative/executive officer, chief financial officer, risk manager or equivalent, stating that the Local Project Sponsor is self insured and that the Local Project Sponsor, has or will have, sufficient resources to effect the coverage required by the Insurance Requirements.

PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. 14-0185

WHEREAS, On behalf of numerous local public agencies including the San Francisco Public Utilities Commission (SFPUC), the Association of Bay Area Governments (ABAG) applied for a Proposition 84 Integrated Regional Water Management Program Grant from the State of California, Department of Water Resources (DWR) to help fund the implementation and operation of 19 local, subregional, and regional water conservation, water recycling, ecosystem restoration, green infrastructure, and flood management-watershed projects to be carried out by the participating agencies; and

WHEREAS, DWR awarded ABAG a grant of \$20,000,000 in State funds; and

WHEREAS, DWR and ABAG have entered into Grant Agreement No. 4600010575, whereby State grant funds will be disbursed by DWR to ABAG, the fiscal agent for the grant funds, on a reimbursement basis; and

WHEREAS, The State permits ABAG to disburse State grant funds to participating agencies; and

WHEREAS, Solano County Water Agency (SCWA) and ABAG have entered into an Implementation Agreement by which ABAG agrees to disburse funding from the State grant to SCWA for SCWA to use in administration and performance of eligible Water Conservation Projects under the State grant.

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

WHEREAS, The SFPUC and SCWA desire to enter into a Memorandum of Understanding in which SCWA agrees to disburse the grant funds to the SFPUC to assist with implementation of the SFPUC's Large Landscape Water Conservation Program in accordance with the provisions of the implementation agreement; and

WHEREAS, The subject MOU would not fall within the definition of a "project" under California Environmental Quality Act (CEQA) Guidelines Section 15378 because the MOU creates a funding mechanism without commitment to any specific project which may result in a potentially significant physical impact on the environment. Large landscape water conservation improvements to be funded under the Proposition 84 Grant Program would be subject to CEQA compliance and the types of projects that would be funded under this Program are anticipated to qualify for categorical exemption determinations; and

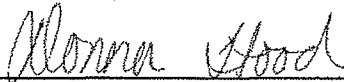
WHEREAS, The SFPUC's total annual budget for its Large Landscape Water Conservation Program is \$1.5 million, of which \$234,300 will be provided through State grant funds to help offset costs, with the SFPUC's estimated cost-share match being \$724,383; and

WHEREAS, The State grant funds for assistance with the implementation of the Large Landscape Water Conservation Program are not to exceed \$234,300; and

WHEREAS, The SFPUC cost share funds for implementation of the Large Landscape Water Conservation Program are available in Water Conservation capital budget 502651; now, therefore, be it

RESOLVED, That this Commission hereby authorizes the General Manager of the San Francisco Public Utilities Commission to execute a MOU with the Solano County Water Agency for the purpose of disbursing State grant funds to the San Francisco Public Utilities Commission for assistance with its Large Landscape Water Conservation Program for an amount not to exceed \$234,300, with estimated matching funds of \$724,383 available in Water Conservation capital index code 502651.

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of November 12, 2014.



Secretary, Public Utilities Commission

Bay Area Proposition 84 Integrated Regional Water Management Grant Memorandum of Understanding

This Memorandum of Understanding (“MOU”) is entered into on October 15, 2014 between Solano County Water Agency (“SCWA”) and 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, Sonoma Resource Conservation District, Zone 7 Water Agency, and the Alameda County Waste Management Authority (StopWaste).

WHEREAS, on behalf of numerous public agencies located in the San Francisco Bay Area, Association of Bay Area Governments (“ABAG”) applied for and received a Proposition 84 Integrated Regional Water Management Grant (the “State Grant”) from the State of California, Department of Water Resources (“DWR”) in the amount of \$20,000,000.00 to help fund the implementation and operation of various regional water conservation, water recycling, ecosystem restoration, green infrastructure, and flood management-watershed projects (“Projects”). The grant agreement between DWR and ABAG titled AGREEMENT NUMBER 46000010575 INTEGRATED REGIONAL WATER MANAGEMENT (IRWM) IMPLEMENTATION GRANTS (the “State Agreement”) is attached hereto and incorporated herein as Attachment A; and

WHEREAS, the State Grant includes \$2,700,000.00 to fund water conservation programs for SCWA and the following 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 Utility Commission, Zone 7 Water Agency, Alameda County Waste Management Authority (StopWaste), and the Sonoma Resource Conservation District; and

WHEREAS, SCWA and ABAG have entered into an Implementation Agreement dated, XXXX (“Implementation Agreement”), attached hereto and incorporated herein as Attachment B, by which ABAG 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 Agreement and Implementation Agreement 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 the State Agreement.

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 ABAG and SCWA terminates on December 31, 2018, or when all of the Parties' obligations under the State Agreement are fully satisfied, whichever occurs earlier. Notwithstanding the date on which this MOU is executed, projects initiated on or after February 4, 2014, that meet State Grant program and State Agreement requirements, are eligible for reimbursement under this MOU. Each PA must abide by the State Agreement and the guidelines located therein.

2. Grant Funding Allocation by Participating Agency

2.1 Pursuant to the Implementation Agreement, State Grant funds for eligible water conservation projects are available to PAs in the amounts listed in Table 1, Participating Agency State Grant Fund Allocations.

Table 1. Participating Agency State Grant Fund Allocations

PARTICIPATING AGENCY	TOTAL GRANT DOLLARS AWARDED
Alameda County Water Agency	\$173,250
Bay Area Water Supply and Conservation Agency	\$195,000
City of Napa	\$127,500
Contra Costa Water District	\$174,375
East Bay Municipal Utility District	\$240,000
San Francisco Public Utilities Commission	\$234,300
Santa Clara Valley Water District	\$490,313
Solano County Water Agency	\$129,376
Sonoma County Water Agency	\$202,500
Sonoma Resource Conservation District	\$195,000
StopWaste	\$200,193
Zone 7 Water Agency	\$188,193
Grant Administration	\$150,000
Total	\$2,700,000

2.2 Each PA will be entitled to receive its allocation of grant funds during the term of the State Agreement.

2.3 SCWA will utilize the services of a consultant, GHD, to aid in the administration of the IRWMP Conservation Grant. As the lead agency for the conservation portion of the State Grant, SCWA is responsible for compliance with all reporting provisions of the State Agreement and shall also be responsible for all management, oversight, compliance, operation, and maintenance associated with the Project. The allocation amount for Grant Administration is intended to reimburse SCWA for any expenses related to management and administration of the conservation portion of the State Grant. Any grant funds remaining after SCWA has been reimbursed may be allocated on a pro rata basis among the remaining PAs for their respective grant administration costs.

2.4 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 as 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. 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, at any time and prior to completion of the Final Quarterly Report and Invoice, the PAs shall convene to determine, consistent with the State Agreement and Implementation Agreement, how unspent, forfeited, or remaining State Grant funds will be redistributed. If the PAs are unable to reach agreement as to how unspent, forfeited, or remaining State Grant funds will be redistributed, the funds shall be redistributed equally among the remaining agencies.

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

4.1 The PAs have developed a Grant Reporting Template, attached hereto and incorporated herein as Attachment D, which specifies required quarterly reporting data. The Grant Reporting Template shall be used by all PAs when reporting.

4.2 On a quarterly basis, SCWA will prepare a Quarterly Progress Report and Invoice and submit it to ABAG 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.

4.3 Quarterly Progress Reports and Invoices will be submitted according to the schedule shown in Table 2, State Grant Quarterly Progress Report and Invoice Schedule, and the following process:

- 4.3.1 On not less than 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.
- 4.3.2 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.
- 4.3.3 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.
- 4.3.4 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.
- 4.3.5 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.
- 4.3.6 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 ABAG pursuant to its obligations under the Implementation Agreement.
- 4.3.7 If a PA does not meet the above-stated 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.

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TABLE 2. IRWMP Round 2 Conservation Grant		
Reporting Period	Date Reporting Numbers and Back-up Due to Solano/GHD	Date Progress Report/Invoice Due to ABAG
February 5 to December 31, 2014	2/14/2015	3/1/2015
January 1 to March 31, 2015	5/15/2015	5/30/2015
April 1 to June 30, 2015	8/14/2015	8/29/2015
July 1 to September 30, 2015	11/14/2015	11/29/2015
October 1 to December 31, 2015	2/14/2016	2/29/2016
January 1 to March 31, 2016	5/16/2016	5/31/2016
April 1 to June 30, 2016	8/15/2016	8/30/2016
July 1 to September 30, 2016	11/15/2016	11/30/2016
October 1 to December 31, 2016	2/15/2017	3/2/2017
January 1 to March 31, 2017	5/16/2017	5/31/2017
April 1 to June 30, 2017	8/14/2017	8/29/2017
July 1 to September 30, 2017	11/14/2017	11/29/2017
October 1 to December 31, 2017	2/14/2018	3/1/2018
January 1 to March 31, 2018	5/15/2018	5/30/2018
April 1 to June 30, 2018	8/14/2018	8/29/2018
July 1 to September 30, 2018	11/14/2018	11/29/2018
October 1 to December 31, 2018	2/14/2019	3/1/2019

4.3.12 Pursuant to the Implementation Agreement with ABAG, SCWA will submit Project Completion Reports and a Grant Completion Report Plan within the time period stipulated in the Agreement.

4.3.13 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 consistent with the schedule and process for the Quarterly Progress Reports.

4.3.14 After SCWA has submitted the Quarterly Progress Report and Invoice to ABAG, PAs that have not already done so shall submit an invoice to SCWA for reimbursement. The invoice shall reference the activity period and match the activities and costs submitted in that PA's Grant Reporting Template submittal.

4.3.15 SCWA will not reimburse the PAs until it has received the State Grant funds from DWR through ABAG. In addition, pursuant to the terms of the State Agreement, DWR may withhold a percentage of payment on each quarterly invoice until the project is complete and all reporting requirements are met. If this is the case, SCWA may withhold the same percentage from payment on the individual PA invoices. SCWA will process each PA invoice within thirty (30) business days of receipt of State Grant funds from ABAG.

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, Contact Information for BAIRWMP Conservation Grant, which is attached hereto and incorporated herein.

6. Flow Through of Specific Grant Requirements

The PAs will comply with all applicable provisions of the Implementation Agreement, Attachment B hereto, and State Agreement, Attachment A hereto.

7. Inspection of Records

Pursuant to the State Agreement, 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 comply with the requirements of the State Agreement.

8. Indemnification

SCWA agrees to defend, indemnify, hold harmless, and release each PA, its officers, agents, and employees, from and against any and all actions, claims, damages, liabilities, or expenses that may be asserted by any person or entity, arising out of the negligence or willful misconduct of SCWA in connection with its performance under this Agreement; provided, however, that no PA shall be entitled to indemnification under this section for any actions, claims, damages,

liabilities, or expenses to the extent that they arise out of the negligence or willful misconduct of the PA in connection with its performance under this Agreement.

Each PA hereby agrees to defend, indemnify, hold harmless, and release SCWA, its officers, agents, and employees, from and against any and all actions, claims, damages, liabilities, or expenses that may be asserted by any person or entity, arising out of the negligence or willful misconduct of the indemnifying PA in connection with its performance under this Agreement; provided, however, that SCWA shall not be entitled to indemnification under this section for any actions, claims, damages, liabilities, or expenses to the extent that they arise out of the negligence or willful misconduct of SCWA in connection with its performance under this Agreement.

9. Dispute Resolution

The parties to this MOU 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 construction, 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 remain valid and in force and be construed in such a manner so as to affect the original intent of the parties to the maximum extent possible.

12. Amendment

No amendment of this MOU shall be valid unless made in writing, signed by the all PAs then party to the MOU.

13. Entire Agreement

This MOU, together with the attachments hereto, constitutes the complete agreement between the parties and supersedes any prior written or oral communications between the parties.

14. Termination

Any PA may, at any time and without cause, terminate its participation in this MOU by sending a letter to all other PAs notifying them of the same. Notwithstanding any other provision of this MOU, if a PA terminates its participation in this MOU, it shall not under any circumstances be responsible or liable for disrupting or discontinuing the disbursement of the State Grant funds simply by reason of exercising its right to terminate its participation in the MOU.

Upon the effectiveness of a PA's termination of its participation in this MOU, that 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 in conformance with the Implementation Agreement and State Agreement. Any PA terminating its participation in this MOU must continue to comply with the reporting obligations to SCWA, as described in Section 4 of this MOU.

This MOU will remain in full force and effect as to the PAs that do not terminate their participation in the MOU.

15. Term of the MOU

This MOU terminates when all parties' obligations under this MOU, the State Agreement, Attachment A hereto, and Implementation Agreement, Attachment B hereto, have been fully satisfied.

15. Successors and Assigns

This MOU and all of its provisions shall apply to and bind the successors and assigns of each and every party to this agreement.

16. Counterpart Signatures

This MOU may be executed in counterparts each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

17. Non-Waiver

A Party's waiver of any term, condition, or covenant, or breach of any term, condition or covenant stated in this MOU will not be construed as a waiver of any other term, condition or covenant.

18. Attachments

The following Attachments are hereby incorporated herein by this reference and made a part hereof as though set forth in full:

- Attachment A: State Agreement
- Attachment B: Implementation Agreement
- Attachment C: Rebate Spreadsheet
- Attachment D: Grant Reporting Template
- Attachment E: Contact Information for BAIRWMP Round 2 Conservation Grant.

(signatures to follow on separate pages in counterparts)

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IN WITNESS THEREOF, this MOU has been executed by the parties hereto:

_____ Date: _____
David Okita
General Manager
Solano County Water Agency

_____ Date: _____

Walter L. Wadlow
General Manager
Alameda County Water District

_____ Date: _____

Jacques R. LaRoche
Public Works Director
City of Napa

_____ Date: _____

Gary Wolff
Executive Director
StopWaste

_____ Date: _____

Nicole Sandkulla
Chief Executive Officer/General Manager
Bay Area Water Supply and Conservation Agency

Date:

Alexander R. Coate
General Manager
East Bay Municipal Utility District

Date:

Jerry Brown
General Manager
Contra Costa Water District

_____ Date: _____

Beau Goldie
CEO
Santa Clara Valley Water District

_____ Date: _____

Kara Heckert
Executive Director
Sonoma Resource Conservation District

_____ Date: _____

Grant Davis
General Manager
Sonoma County Water Agency

_____ Date: _____

Harlan L. Kelly, Jr.
General Manager
San Francisco Public Utilities Commission


_____ Date: _____

G.F. Duerig
General Manager
Zone 7 Water Agency

OFFICE OF THE MAYOR
SAN FRANCISCO



EDWIN M. LEE
MAYOR

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM:  Mayor Edwin M. Lee *NE*
RE: Accept and Expend Grant – Large Landscape Water Conservation
Program – \$234,300
DATE: November 25, 2014

Attached for introduction to the Board of Supervisors is a resolution authorizing the San Francisco Public Utilities Commission to accept and expend a grant in the amount of \$234,000 from State grant funds for its Large Landscape Water Conservation Program.

I respectfully request that this item be calendared in Budget and Finance on December 10th, 2014.

Should you have any questions, please contact Nicole Wheaton (415) 554-7940.

Wong, Linda (BOS)

From: Hagan, Erin [EHagan@sfgwater.org]
Sent: Monday, December 29, 2014 12:06 PM
To: Wong, Linda (BOS)
Cc: Wraith, Kristen (PUC)
Subject: RE: REQUEST FOR DOCUMENT - File No. 141221 - Large Landscape Water Conservation Program

Hi Linda,

We have confirmed that the scope of the irrigation retrofits at Alamo Square do not require review by the Mayor's Office on Disability. The project does not affect sidewalks, paths, benches, or any areas regularly used by people and do not require issuance of a permit; therefore the disability checklist is not required for this legislation.

Thanks,
Erin

Erin Hagan
Policy and Government Affairs Manager
San Francisco Public Utilities Commission
Office: 415-554-0706
Cell: 415-535-3542

From: Wong, Linda (BOS) [mailto:linda.wong@sfgov.org]
Sent: Monday, December 29, 2014 12:01 PM
To: Hagan, Erin
Cc: Wraith, Kristen
Subject: RE: REQUEST FOR DOCUMENT - File No. 141221 - Large Landscape Water Conservation Program

Hi Erin,

Unless there is confirmation from the Mayor's Office of Disability or the City Attorney's Office that the disability access form is not required for this particular grant, otherwise, we do need it in order to move forward.

Thanks,
Linda

From: Hagan, Erin [mailto:EHagan@sfgwater.org]
Sent: Tuesday, December 23, 2014 9:28 AM
To: Wong, Linda (BOS)
Cc: Wraith, Kristen (PUC)
Subject: RE: REQUEST FOR DOCUMENT - File No. 141221 - Large Landscape Water Conservation Program

Hi Linda,

We don't think the disability access form is applicable to this grant. In a similar accept and expend approved earlier this month we did not need to complete this form. While the use of the funding is different for this particular grant (to replace existing landscaping with drought resistant landscaping), we believe the applicability of the disability access form is similar.

The PUC will not actually perform this work, once we receive the grant we will ultimately transfer the funding to RPD to implement the project, at which point it may be more appropriate to consult with the Mayor's Office on Disability.

Please let me know if you think we still need to complete the form or if this justification is sufficient.

Thanks,
Erin

Erin Hagan
Policy and Government Affairs Manager
San Francisco Public Utilities Commission
Office: 415-554-0706
Cell: 415-535-3542

From: Wong, Linda (BOS) [<mailto:linda.wong@sfgov.org>]
Sent: Monday, December 22, 2014 4:41 PM
To: Hagan, Erin
Cc: Wraith, Kristen
Subject: RE: REQUEST FOR DOCUMENT - File No. 141221 - Large Landscape Water Conservation Program

Hi Erin,

Attached is a blank disability access checklist. It must be submitted along with the grant information form (which we have already received).

Linda

From: Hagan, Erin [<mailto:EHagan@sfgov.org>]
Sent: Monday, December 22, 2014 1:12 PM
To: Wong, Linda (BOS)
Cc: Wraith, Kristen (PUC)
Subject: Re: REQUEST FOR DOCUMENT - File No. 141221 - Large Landscape Water Conservation Program

Hi Linda,

I'm not sure what the documentation is that you're requesting. I don't think this is something we've provided before. Can you let me know why this document is required and point me in the direction of where to access the checklist?

Thanks,
Erin

Sent from my iPhone
415-535-3542

On Dec 22, 2014, at 12:12 PM, Wong, Linda (BOS) <linda.wong@sfgov.org> wrote:

Hi Erin,

Please provide the following document pertaining to the subject matter referenced above:

1. Disability Access Checklist

Additionally, we added the following clause to the proposed legislation:

“FURTHER RESOLVED, That within thirty (30) days of the agreement being fully executed by all parties, the General Manager of the SFPUC shall provide the final agreement to the Clerk of the Board for inclusion into the official file.”

Since this matter may be heard at the January 7th Budget & Finance meeting, please provide the requested document to me no later than 12:00 p.m., Tuesday, December 30, 2014.

Thank you in advance.

Linda Wong
Board of Supervisors
1 Dr. Carlton B. Goodlett Place, City Hall, Room 244
San Francisco, CA 94102-4689
Phone: 415.554.7719 | Fax: (415) 554-5163
Linda.Wong@sfgov.org | www.sfbos.org

Please complete a Board of Supervisors Customer Service Satisfaction form by clicking [here](#).

The [Legislative Research Center](#) provides 24-hour access to Board of Supervisors legislation, and archived matters since August 1998.

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<141221.doc>