

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, 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.

